***AMENDED**

TOWN OF LOS GATOS
COUNCIL MEETING AGENDA
JUNE 17, 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). 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 live stream of the meeting may be viewed on television and/or online at www.LosGatosCA.gov/TownYouTube.

*Council Member Maria Ristow will be participating from a teleconference location at 150 E. Schiller St., Elmhurst, IL 60126 pursuant to Government Code Section 54953(b)(3). The teleconference location shall be accessible to the public and the agenda will be posted at the teleconference location 72 hours before the meeting.

HOW TO PARTICIPATE

The public is welcome to provide oral comments in real-time during the meeting in three ways:

Zoom Webinar (Online): Join from a PC, Mac, iPad, iPhone or Android device. Please use this URL to join: https://losgatosca-gov.zoom.us/j/85481444677?pwd=561kip53XZTmhrTCwGDoNCvDTWQnwJ.1
Passcode: 535103. You can also type in 854 8144 4677 in the "Join a Meeting" page on the Zoom website at www.zoom.us and use passcode 535103.

When the Mayor announces the item for which you wish to speak, click the "raise hand" feature in Zoom. If you are participating by phone on the Zoom app, press *9 on your telephone keypad to raise your hand.

Telephone: Please dial (877) 336-1839 for US Toll-free or (636) 651-0008 for US Toll. (Conference code: 1052180)

If you are participating by calling in, press #2 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 return 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 Monday before the Council meeting for inclusion in an addendum.
-11:00 a.m. on the day of the Council meeting for inclusion in a desk item.

CALL MEETING TO ORDER

ROLL CALL

APPROVE REMOTE PARTICIPATION *(This item is listed on the agenda in the event there is an emergency circumstance requiring a Council Member to participate remotely under AB 2449 (Government Code 54953)).*

PLEDGE OF ALLEGIANCE

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 contained on Page 1 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 May 27, 2025 Town Council Special Closed Session Meeting.
2. Approve the Minutes of the May 27, 2025 Town Council Special Meeting.
3. Approve the Minutes of the June 3, 2025 Town Council Closed Session Meeting.
4. Approve the Minutes of the June 3, 2025 Town Council Special Session Meeting.
5. Approve the Minutes of the June 3, 2025 Town Council Meeting.
6. Approve the Minutes of the June 10, 2025 Town Council Closed Session Meeting.
7. Receive the Monthly Financial and Investment Report for April 2025.
8. Authorize the Town Manager to Execute a Five-Year Agreement for Consultant Services with West Valley Community Services for Comprehensive Emergency Assistance Program (CEAP) Services in an Amount Not to Exceed $15,000 Annually for a Total Amount of $75,000 Over the Five-Year Term of the Agreement.
9. Adopt an Ordinance Approving the Fire Hazard Severity Zones Map to Comply with State Government Code Section 51178. Adoption of this Ordinance is Exempt Pursuant to CEQA, Section 15268, in that it is Required by the State. Town Code Amendment A-25-03. **Project Location: Town Wide**. Applicant: Town Of Los Gatos.
   Ordinance Title: An Ordinance of the Town Council of the Town of Los Gatos Adopting Revised Cal Fire Requirements for Local Responsibility Area Fire Hazard Severity Zones.
10. Authorize the Town Manager to Execute the First Amendment to the Agreement for Services with Kimley-Horn and Associates, Inc. to Extend the Agreement End Date to December 31, 2025.
11. Approval of Town Council Meeting Schedule for July through December 2025.
12. Authorize the Town Manager to Execute Contracts Related to the Shannon Road Repair Project (CIP No. 811-0008), Including a Public Works Contract with Ground Control, Inc. in the Amount of $3,572,874, with Construction Change Orders Up to $357,287; Consultant Services Agreements with Haley & Aldrich Inc. in the Amount of $280,311 for Construction Management and $110,500 for Geotechnical Services; Consultant Services Agreement with Inspection Services Inc. in the Amount of $74,122.40 for Materials Testing; a Third Amendment to the Agreement with Nichols Consulting Engineers for an Increase of $68,700 for a Total Agreement Not to Exceed $555,600; and Approve Project Plans and Specifications and CEQA Exemption.

13. Authorize the Town Manager to Execute a Three-Year Agreement with Microsoft to Purchase Software Licensing Through SHI in an Amount Not to Exceed $255,785.
14. Authorize the Town Manager to Execute a Five-Year Agreement for Services with Bear Electrical Solutions LLC to Provide Traffic Signal, Streetlight, Parking Lot and Park Light Maintenance and Repair, Underground Service Alert (USA) Marking Services, Traffic Signal Safety Improvements and Park Lighting Improvements for a Total Agreement Amount Not to Exceed $865,767.
15. Authorize the Town Manger to Execute a Notice of Completion for the Wayfinding Project as part of the Parking Program Implementation CIP Project (CIP No. 23-813-0242) and Authorize Staff to Record the Notice of Completion.
16. Authorize the Town Manager to Execute an Amendment to the Agreement with the County of Santa Clara for the Countywide Household Hazardous Waste Collection Program to Reflect the Updated FY 2025-26 Augmentation Rate of $117,136.
17. Adopt a Resolution Supporting the Allocation of $2,468,786 of the Transportation Development Act Article 3 (TDA3) Funds for the Highway 17 Bicycle and Pedestrian Overcrossing (Project No. 818-0803); Authorize the Associated Revenue and Expenditure Budget Adjustments; and Authorize Revenue and Expenditure Adjustments of $244 from the Traffic Mitigation Fund.
18. Authorize the Town Manager to Execute a Five-Year Agreement for Consultant Services with Project Sentinel for Tenant/Landlord Rental Dispute Resolution Services in an Amount Not to Exceed $35,700 Annually for a Total Amount of $178,500 Over the Five-Year Term of the Agreement.
19. Authorize the Town Manager to Enter into a Five-Year Agreement for Cablecasting and Livestreaming Services with KCAT-TV, a Non-Profit Access Television Station.
20. Authorize the Town Manager to Negotiate and Execute a First Amendment to the Adult Recreation Center Lease and a Third Amendment to the Youth Recreation Center Lease with Los Gatos Saratoga Recreation.
21. Authorize the Town Manager to Negotiate and Execute a Lease Agreement with Anwar and Masoma Shoja, for 45 North Santa Cruz Avenue.
22. Authorize the Town Manager to Execute a Tolling Agreement with the Applicant for a Housing Development Project at 101 Blossom Hill Road

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. Items requested/recommended for continuance are subject to Council's consent at the meeting.)*

23. Conduct Brush Abatement Program Public Hearing to Consider Objections to the Proposed Removal of Brush on Parcels Listed on the 2025 Wildland Urban Interface (WUI) Area Non-Compliant Parcel List and Order Abatement.
24. Consider an Appeal of a Planning Commission Decision Denying a Request to Demolish an Existing Accessory Structure and Construct a New Accessory Structure Exceeding 1,000 Square Feet in Gross Floor Area and Site Improvements Requiring a Grading Permit on Property Zoned HR-2½. **Located at 16511 Cypress Way.** APN 532-24-004. Architecture and Site Application S-24-045. Exempt Pursuant to the CEQA Section 15303(a): New Construction or Conversion of Small Structures. Property Owners: Jackie and Scott Kolander. Applicant: Michael Harris. Project Planner: Suray Nathan.

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

25. Receive the Results of the 2025 Community Survey and Provide Any Comments or Direction to Staff.

COUNCIL / MANAGER MATTERS

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 under construction and will be inaccessible through June 2025. Persons who require the use of that ramp to attend meetings are requested to contact the Clerk's Office at least two (2) business days prior to the meeting date.

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/.

* This agenda was amended on June 13, 2025, to add a teleconference information.

TOWN OF LOS GATOS
COUNCIL CLOSED SESSION MINUTES

MEETING DATE: 06/17/2025
ITEM NO: 1

DRAFT
Minutes of the Town Council Special Meeting – Closed Session
Tuesday, May 27, 2025
6:30 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 6:30 P.M.

ROLL CALL
Present: Mayor Matthew Hudes, Vice Mayor Rob Moore, Council Member Mary Badame, Council Member Rob Rennie (participating remotely), 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 – ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: 1 Case: Appeal of incompleteness determination submitted by 101 Blossom Hill Road applicant.

Gabrielle Whelan, Town Attorney, stated the Council met in closed session to discuss anticipated litigation, pursuant to Government Code Section 54956.9. There was no reportable action.

ADJOURNMENT
The meeting adjourned at approximately 6:56 p.m.

Attest:

_____
Wendy Wood, Town Clerk

Submitted by:

_____
Chris Constantin, Town Manager

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TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 06/17/2025
ITEM NO: 2

DRAFT
Minutes of the Town Council Special Meeting
Tuesday, May 27, 2025
7:00 P.M.

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

MEETING CALLED TO ORDER AT 7:01 P.M.

ROLL CALL

Present: Mayor Matthew Hudes, Vice Mayor Rob Moore, Council Member Mary Badame, Council Member Rob Rennie (participating remotely), and Council Member Maria Ristow.
Absent: None.

VERBAL COMMUNICATIONS

No one spoke.

PUBLIC HEARINGS

1. Consider a Recommendation by the Planning Commission to Adopt a Resolution to Approve Architecture and Site, Conditional Use Permit, Subdivision, and Mitigated Negative Declaration Applications to Demolish the Existing Commercial Structures, Construct a Mixed-Use Development (30 Multi-Family Residential Units) with Commercial Space on the Ground Floor, Approve a Condominium Vesting Tentative Map, and Remove Large Protected Trees Under Senate Bill 330 (SB 330) on Property Zoned C-2. APNs 529-28-001 and -002. **Located at 143-151 E. Main Street.** An Initial Study and Mitigated Negative Declaration Have Been Prepared. Architecture and Site Application S-24-007, Conditional Use Permit Application U-24-002, Vesting Tentative Map Application M-24-004, and Mitigated Negative Declaration Application ND-24-003. Property Owner: David Blatt, CSPN LLC. Applicant: Kenneth Rodrigues and Partners, Inc. Project Planner: Ryan Safty.

Gabrielle Whelan, Town Attorney gave a presentation on Builder's Remedy and Senate Bill 330.

Ryan Safty, Associate Planner presented the staff report.

Council asked preliminary questions.

Council Member Badame, Council Member Rennie, Vice Mayor Moore, and Mayor Hudes all stated that they had visited the site.

Mayor Hudes opened public comment.

Representatives for the applicant, Kenneth Rodrigues, Architect, and Miles Imwalle, Land Use Council

- Provided opening remarks and gave a brief presentation on the proposed development.

David Poetzinger, Principal, Los Gatos High School

- Commented on concerns with traffic and student safety, and would like a plan to address safety concerns.

Toby Mockler, Superintendent, Los Gatos Saratoga Union High School District

- Commented on concerns with student safety and requested a collaborative plan to address the impacts of the proposed development.

Peter Rehon

- Commented on concerns with student pedestrian safety, parking, and the estimated vehicle trips.

Earline Lund

- Commented on concerns with parking, traffic, emergency evacuation routes, exemptions, and density.

Desmond Kamas

- Commented in support of the development, and spoke about the benefits of the location.

Alex Kamas

- Commented in support of the development, the need for housing, and potential benefits to school enrollment.

Ruben Galvan

- Commented on developers paying fair wages, providing health benefits, and hiring apprentices.

Bruce Mitchell

- Commented on concerns with pedestrian safety and traffic congestion.

Carin Yamamoto

- Commented on concerns about the project's impact on students and the potential for repeated evacuations.

Lee Fagot
- Commented in support of the design, and stated concerns about the location, traffic, emergency access, and size.

Majid Alasvandian
- Commented on concerns with the building height, density, location, and traffic.

Allison Zeidler
- Commented on concerns with wildfires, emergency evacuations, traffic, and student safety.

Tony Alarcon
- Commented on concerns with location, parking, setbacks, building height, and student safety.

BK
- Commented on concerns with the location the development building height, traffic impacts, zoning and building plans, and student safety.

Rich Stephens
- Commented concerns with project location, business viability, public transportation, traffic, student safety, and emergency evacuation during a disaster.

Melissa
- Commented concerns with pedestrian and bicyclist safety, traffic congestion, student safety, and emergency evacuation.

Galit
- Commented on concerns with student safety during construction.

Cynthia
- Commented on concerns with parking and student safety.

Larissa Cantanho
- Commented on concerns with traffic, the location, fire, and evacuation, and would like the size reduced as well as an increase in parking.

Miles Imwalle, Land Use Counsel, and Kenneth Rodrigues, Architect
- Provided closing comments and addressed the public comments and questions.

Mayor Hudes closed public comment.

Mayor Hudes called a recess at recess at 9:05 p.m.

Mayor Hudes reconvened the meeting at 9:17 p.m.

Council asked questions and discussed the item.

Mayor Hudes opened public comment, to allow the Architect to answer council questions.

Kenneth Rodrigues, Architect
- Addressed council questions.

Mayor Hudes closed public comment.

Council further discussed the item.

MOTION: **Motion** by **Council Member Ristow** to accept the Planning Commission's recommendation to adopt a resolution (with Exhibit A – Condition of Approval) to approve Architecture and Site, Conditional Use Permit, Subdivision applications, and a Mitigated Negative Declaration, to demolish existing commercial structures, construct a mixed-use development (30 multi-family residential units) with commercial space on the ground floor, approve a condominium Vesting Tentative Map, and remove large protected trees under Senate Bill 330 (SB 330) on property zoned C-2, APNs 529-28-001 and 002 located at 143-151 E. Main Street
AMENDMENT: to require the developer to meet regularly with the Los Gatos High School staff and town staff prior to and during construction of the development to meaningfully address student safety concerns, and urging the developer to adopt parking option one. **Seconded** by **Vice Mayor Moore.**

VOTE: **Motion passed 3-2. Mayor Hudes and Council Member Badame voted no.**

ADJOURNMENT

The meeting adjourned at 10:43 p.m.

Respectfully Submitted:

_____

Keara Johnson, Deputy Town Clerk

TOWN OF LOS GATOS
COUNCIL CLOSED SESSION MINUTES

MEETING DATE: 06/17/2025
ITEM NO: 3

DRAFT
Minutes of the Town Council Special Meeting – Closed Session
Tuesday, June 3, 2025
4:45 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 4:47 P.M.

ROLL CALL
Present: Mayor Matthew Hudes, Vice Mayor Rob Moore (arrived at 5:07), 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 – ANTICIPATED LITIGATION
   Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: 1 case (letter from Holland and Knight law firm regarding CEQA, a copy of which is available for public inspection at the Town Clerk's Office).

Gabrielle Whelan, Town Attorney, stated the Council met in closed session to discuss anticipated litigation pursuant to Government Code section 54956.9. There was no reportable action.

ADJOURNMENT
The meeting adjourned at approximately 5:13 p.m.

Attest:

_____
Wendy Wood, Town Clerk

Submitted by:

_____
Chris Constantin, Town Manager

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TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 06/17/2025
ITEM NO: 4

DRAFT
Minutes of the Town Council Special Meeting
Tuesday, June 3, 2025
5:15 P.M.

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

MEETING CALLED TO ORDER AT 5:18 P.M.

ROLL CALL

Present: Mayor Matthew Hudes, Vice Mayor Rob Moore, Council Member Mary Badame, Council Member Rob Rennie (remotely), Council Member Maria Ristow.
Absent: None.

PUBLIC HEARINGS

1. Consider a Recommendation by the Planning Commission to Approve Architecture and Site, Conditional Use Permit, and Subdivision Applications to Demolish Existing Commercial Structures, Construct a Multi-Family Live/Work Development (55 Units), a Conditional Use Permit for a Live/Work Development, a Condominium Vesting Tentative Map, Site Improvements Requiring a Grading Permit, and Removal of Large Protected Trees Under Senate Bill 330 (SB 330) on Property Zoned CH:HEOZ. APNs 424-19-048 and 424-19-049. **Located at 15349-15367 Los Gatos Boulevard.** No Additional Environmental Review is Necessary Pursuant to CEQA Guidelines Sections 15162: Subsequent EIRs and 15168: Program EIR, Since the Proposed Project's Environmental Impacts were Adequately Addressed in the 2020 General Plan EIR and/or 2040 General Plan EIR, as Applicable. Architecture and Site Application S-24-015, Conditional Use Permit Application U-24-006, Vesting Tentative Map Application M-24-008. Property Owner: Jonathan Peck. Applicant: City Ventures. Project Planner: Sean Mullin.
Resolution 2025-038

Gabrielle Whelan, Town Attorney gave a presentation on Builder's Remedy and Senate Bill 330.

Sean Mullin, Planning Manager presented the staff report.

Council asked preliminary questions.

Mayor Hudes opened public comment.

City Ventures, applicant, Pamela Salas Nieting, and Phil Kerr

- Provided opening remarks and gave a brief presentation on the proposed development.

Shirley Reekie
- Commented on concerns with the proposed building height, traffic safety, parking, removal of trees, and privacy.

Carin Yamamoto
- Commented on concerns with the proposed building height, potential fire risks, traffic, and emergency evacuations.

Desmond Kamas
- Commented in support of the development, highlighting its walkability, proximity to amenities and transit, and housing options.

Alex Kamus
- Commented in support of the development, citing it could help address declining school enrollment by providing housing for future residents.

Cathy Gist
- Commented on conducting a cumulative impact assessment and spoke about concerns with traffic, building height, and emergency evacuation.

Rich
- Commented on concerns with traffic, limited parking spaces, noise, potential construction issues, and privacy for neighboring homes.

Brian Barnard
- Commented in support of the development, highlighting the need for housing and encouraging coordinated planning between the Town and developers.

Jim Laccabue
- Commented in support of the development and acknowledged the need to monitor congestion issues.

City Ventures, applicant, Pamela Salas Nieting, Phil Kerr, and Jim Foley
- Provided closing comments, addressed public comments, and responded to questions.

Council asked follow-up questions.

Gary Black with Hexigon, City Ventures, applicant, Pamela Salas Nieting, Phil Kerr, and Dan Hale, Architect
- Addressed council questions.

Mayor Hudes closed public comment.

Council Member Badame, Council Member Rennie, Vice Mayor Moore, and Mayor Hudes all stated that they had visited the site; and Council Member Badame, Vice Mayor Moore, and Mayor Hudes all stated that they had met with the developer.

Council discussed the item and asked questions.

MOTION: **Motion** by **Mayor Hudes** to continue the meeting after the regular (7:00 p.m. Town Council) Meeting. **Seconded** by **Council Member Badame.**

VOTE: **Motion passed unanimously.**

Mayor Hudes recessed the meeting at 6:57 p.m. to be continued after the regular meeting. Mayor Hudes reconvened the meeting at 9:17 p.m.

Council discussed the item further and asked additional questions.

MOTION: **Motion** by **Council Member Badame** to adopt the draft resolution in Attachment 2 to make the required findings and approve the Architecture and Site, Conditional Use Permit, and Subdivision applications subject to the conditions of approval in Attachment 2, exhibit A, with correction to the CEQA guideline section 15188 to 15162, and add that the applicant work with staff to incorporate the changes that they have offered per Attachment 7. **AMENDMENT:** to include the condition that the landscaped area would not be fenced off and correction that the CEQA section should be 15168. **Seconded** by **Council Member Ristow.**

VOTE: **Motion passes unanimously.**

ADJOURNMENT

The meeting adjourned at 9:41 p.m.

Respectfully Submitted:

_____

Keara Johnson, Deputy Town Clerk

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 06/17/2025
ITEM NO: 5

DRAFT
Minutes of the Town Council Meeting
Tuesday, June 3, 2025
7:00 P.M.

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

MEETING CALLED TO ORDER AT 7:04 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 led the Pledge of Allegiance. The audience was invited to participate.

CONSENT ITEMS
1. Approve the Minutes of the April 22, 2025 Town Council Study Session Meeting.
2. Approve the Minutes of the May 20, 2025 Town Council Closed Session Meeting.
3. Approve the Minutes of the May 20, 2025 Town Council Regular Meeting.
4. Authorize the Town Manager to Execute an Agreement for Services with the Los Gatos Chamber of Commerce to Manage the Town's Destination Marketing Services, Visit Los Gatos, and the Town's Visitors Information Center, for a Total Agreement Amount Not to Exceed $88,000 for 2025-26.
5. Adopt a Resolution Establishing the Fiscal Year 2025-26 Gann Appropriation Limit for the Town of Los Gatos. **RESOLUTION 2025-028**
6. Take Actions Related to the Los Gatos Creek Trailhead Connector to Highway 9 Project (CIP 832-4505) including Project Acceptance, Directing Staff to Record the Notice of Completion, and Approving an Amendment to the Agreement for Services with Zoon Engineering to Reallocate Expenses Between Tasks within the Existing Total Agreement Amount of $1,220,822.07 and Authorize its Execution by the Town Manager.

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

VOTE: **Motion passed unanimously.**

VERBAL COMMUNICATIONS

Carl Guardino

- Commented on an upcoming June 28 Stars and Strides Run/Walk event to support local public hospitals and healthcare clinics, and invited the council and residents to participate.

Gus Who

- Commented on concerns with parking, safety, censorship, a water bill, and recent events.

Brent Knudsen

- Commented on a letter he submitted and requested a reconsideration of the 143 and 151 East Main Street project decision.

Lynley

- Shared a personal statement about faith and provided religious material to the Council.

Doreen Castleman

- Commented on rising antisemitism nationally and requested a statement of support for the Jewish community in Los Gatos to stop hate and promote safety.

The Mayor stated they will move to Council Matters.

COUNCIL MATTERS

Council considered a request for the reconsideration of the 143-151 East Main Street project decision and no motion for a reconsideration was made.

- Council Member Badame stated she participated in meetings of a Wildfire Advisory Group, met with local leaders regarding field space for Los Gatos girls' softball, attended a student presentation at Van Meter School, and attended Billy Jones Railroad Birthday Celebration Steam Engine #2.
- Council Member Ristow stated she attended the ribbon cutting for The Grove at Los Gatos, the Los Gatos Parks and Public Works BBQ, the Senior of Distinction 25th annual event, the Memorial Day event at Los Gatos Memorial Park, County Supervisor Margaret Abbe Koga's AAPI heroes luncheon; met with a representative from Eden Housing about affordable housing, the 2025 Local Energy Codes Update by Silicon Valley Clean Energy; hosted the fifth Friday lunch for present and former elected women in Santa Clara County, attended Billy Jones Railroad Birthday Celebration for Steam Engine #2, the NUMU Pride exhibit and reception, and the Silicon Valley Clean Energy Finance and Administration Committee meeting.

- Vice Mayor Moore stated he performed the ceremonial ribbon cutting for The Grove at Los Gatos; attended the Los Gatos Parks and Public Works BBQ, the Daves Avenue Culture Fair; spoke at the Division 12 West Key Club event; attended Los Gatos High School Community Center Club event, and the community unveiling for the Community Centers conceptual designs.
- Council Member Rennie stated he spoke with Eden Housing about affordable housing, attended the Silicone Vally Clean Energy Risk Oversite meeting, and had a few meetings with residents.
- Mayor Hudes stated he met with a Wildfire Advisory Group; participated in the Senior of Distinction Awards event; attended a Community Center leadership meeting, a ribbon cutting at Petals Creamery; participated in an Africa Day event, the Memorial Day event; participated in the Council Policy meeting, the West Valley Mayor and Managers luncheon, the Community Heath and Senior Services Commission meeting; met with Deb Davis; attended a ribbon cutting for In Hands Post Operative Therapy, the Billy Jones Railroad Birthday Celebration Steam Engine #2, the unveiling of the Community Centers conceptual designs; and spoke at the Hillbrook eight grade promotion ceremony.

TOWN MANAGER MATTERS

- The Town Manager stated he had nothing to report.

PUBLIC HEARINGS

7. Adopt a Resolution Approving the Town of Los Gatos Fiscal Year (FY) 2025-26 Operating Budget and FY 2025-26 – 2029-30 Capital Improvement Program (CIP); Adopt a Resolution Approving Commitment of Fund Balances under GASB 54; and Approve FY 2024-25 Budget Adjustments and Reclassifications. **RESOLUTION 2025-029 and RESOLUTION 2025-030.**

Chris Constantin, Town Manager, and Gitta Ungvari, Finance Director presented the staff report.

Council asked preliminary questions.

Mayor Hudes opened public comment.

No one spoke.

Mayor Hudes closed public comment.

Council discussed the item.

MOTION: **Motions** by **Council Member Badame** to adopt a resolution approving the Town of Los Gatos Fiscal Year (FY) 2025-26 Operating Budget and FY 2025-26–2029-30 Capital Improvement Program (CIP), including new appropriations, minor corrections, and carry-forward appropriations, as presented in Attachment One with Exhibit A - Total Town Revenues and Expenditures by Fund; and adopt a resolution approving commitments of Fund Balances under GASB 54, as presented in Attachment Two; and approve FY 2024-25 Year-End Budget Adjustments and Reclassifications as listed in Attachment Three. **Seconded** by **Council Member Ristow.**

VOTE: **Motion passed unanimously.**

8. Conduct a Public Hearing to Hear Protests and Adopt Resolutions Confirming the Diagrams and Assessments and Levying and Authorizing the Collection of Assessments for Landscape and Lighting Assessment Districts No. 1 and 2 for Fiscal Year 2025-26. **RESOLUTION 2025-031, RESOLUTION 2025-032, RESOLUTION 2025-033, RESOLUTION 2025-034, RESOLUTION 2025-035, AND RESOLUTION 2025-036.**

Meredith Johnston, Administrative Technician presented the staff report.

Council asked preliminary questions.

Mayor Hudes opened public comment.

No one spoke.

Mayor Hudes closed public comment.

Council discussed the item.

MOTION: **Motion** by **Council Member Badame** to adopt resolutions as contained in attachments one through six to continue the annual process of renewing the Landscape and Assessment Districts one and two for Fiscal Year 2025 through 2026. **Seconded** by **Council Member Ristow.**

VOTE: **Motion passes unanimously.**

9. Consider the Introduction of an Ordinance and Adoption of a Resolution Approving the Fire Hazard Severity Zones Map to Comply with State Government Code Section 51178 and an Amendment of the General Plan Hazards and Safety Element to Incorporate the Fire Hazard Severity Zones Map. Adoption of this Ordinance and Resolution is Exempt Pursuant to CEQA, Section 15268, in that it is Required by the State. General Plan

Amendment Application GP-25-01 and Town Code Amendment A-25-03. **Project Location: Town Wide**. Applicant: Town Of Los Gatos. **RESOLUTION 2025-037**

Robert Gray, Building Manager, and Brad Fox, Assistant Fire Marshall presented the staff report.

Council asked preliminary questions.

Mayor Hudes opened public comment.
No one spoke.

Mayor Hudes closed public comment.

Council discussed the item.

MOTION: **Motion** by **Council Member Badame** to introduce an Ordinance in Attachment One and adopt a resolution in Attachment Two to approve the Fire Hazard Severity Zones Map to comply with State Government Code Section 51178 and an amendment of the General Plan Hazards and Safety Element to incorporate the Fire Hazard Severity Zones Map, and include the correction to the resolution the phrase 120 "days" and to direct the Town Clerk to read the title of the Ordinance and waive further reading. **Seconded** by **Vice Mayor Moore.**

VOTE: **Motion passes unanimously.**

Wendy Wood, Town Clerk read the title of the Ordinance "The Ordinance of the Town Council of the Town of Los Gatos Adopting Revised Cal Fire Requirements for Local Responsibility Area Fire Hazard Severity Zones."

Closed Session Report

Gabrielle Whelan, Town Attorney, stated the Council met in closed session to discuss one item of anticipated litigation, pursuant to Government Code Section 54956.9 and previously on May 27, to also discuss, anticipated litigation pursuant to Government Code Section 54956.9.

ADJOURNMENT

The meeting adjourned at 9:05 p.m.

Respectfully Submitted:

_____

Keara Johnson, Deputy Town Clerk

TOWN OF LOS GATOS
COUNCIL CLOSED SESSION MINUTES

MEETING DATE: 06/17/2025
ITEM NO: 6

DRAFT
Minutes of the Town Council Special Meeting – Closed Session
Tuesday, June 10, 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 6:03 P.M.

ROLL CALL
Present: Mayor Matthew Hudes (arrived at 6:32), Vice Mayor Rob Moore, Council Member Mary Badame, and Council Member Rob Rennie.
Absent: Council Member Maria Ristow.

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 – ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: 1 Case: Appeal of incompleteness determination submitted by 101 Blossom Hill Road applicant.

Gabrielle Whelan, Town Attorney, stated the Council met in closed session to discuss anticipated litigation pursuant to Government Code section 54956.9. There was no reportable action.

ADJOURNMENT
The meeting adjourned at approximately 6:41 p.m.

Attest:

_____
Wendy Wood, Town Clerk

Submitted by:

_____
Chris Constantin, Town Manager

110 E. Main Street Los Gatos, CA 95030 ● 408-354-6832
www.losgatosca.gov

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 06/17/2025
ITEM NO: 7

DATE: June 6, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: Receive the Monthly Financial and Investment Report for April 2025

RECOMMENDATION:

Receive the monthly Financial and Investment Report for April 2025.

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 April 2025 monthly Financial and Investment Report, which fulfills this requirement.

The April 2025 Monthly Financial and Investment Report will be received by the Finance Commission at its August 11, 2025, regular meeting.

DISCUSSION:

The April 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.

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 April 30, 2025, fund balance report.

PREPARED BY: Eric Lemon
Finance and Accounting Manager

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

In the case that the differences are extraordinary and unanticipated, we will ensure we present more information to explain the differences.

The April 30, 2025, estimated fund balances differ from the March 31, 2025, estimated fund balances due to the normal day-to-day activity, where revenue and expenditure activity in one month have a larger shift in one month from the other.

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 - April 30, 2025		
Total Cash	$	75,736,441
Plus: Assets	$	12,730,311
Less: Liabilities	$	(27,881,574)
Estimated Fund Balance	**$**	**60,585,178**

As of April 30, 2025, the Town's financial position (Cash Plus Other Assets $88.47M, Liabilities $27.88M, and Fund Equity $60.59) remains strong, and the Town has sufficient funds to meet the cash demands for the next six months.

As of April 30, 2025, the Town's weighted portfolio yield for investments under management was 4.41%, which was 13 basis points above the Local Agency Investment Fund (LAIF) yield of 4.28% for the same reporting period. Currently, the LAIF portfolio's weighted average maturity (WAM) is 238 days versus the Town's longer WAM of 617 days. 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 4.41% at the close of April decreased by one basis point when compared to the March 31, 2025, investment report.

Since April 2024, LAIF yields increased from 427 basis points (4.27%) to 428 basis points (4.28%) through the end of April 2025. The State LAIF pool typically lags the market when current market yields are either increasing or decreasing.

After the rate change back in July of 2023, the Federal Open Market Committee (FOMC) did not change rates again until their September 18, 2024, meeting, when they approved a 1/2

percentage basis point decrease from 5.5% to 5.0%. Furthermore, on November 7, 2024, the Federal Reserve voted to approve an additional 25 basis point decrease from 5.0% to 4.75%. The most recent change was at their December 2024 meeting when the Federal Reserve voted to approve another 25 basis point decrease from 4.75% to 4.50%. These changes support the Federal Open Market Committee's goal to support maximum employment and bring year-to-year inflation to its targeted level of 2%.

Payroll employment rose by 228,000 jobs in March. The unemployment rate rose slightly from 4.1% to 4.2%, with the participation rate rising from 62.4% to 62.5%. Wage growth fell from 4% to 3.8%. Jobless claims did rise at the end of the month, however, with continuing claims reaching a cycle high of 1.9 million.

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:

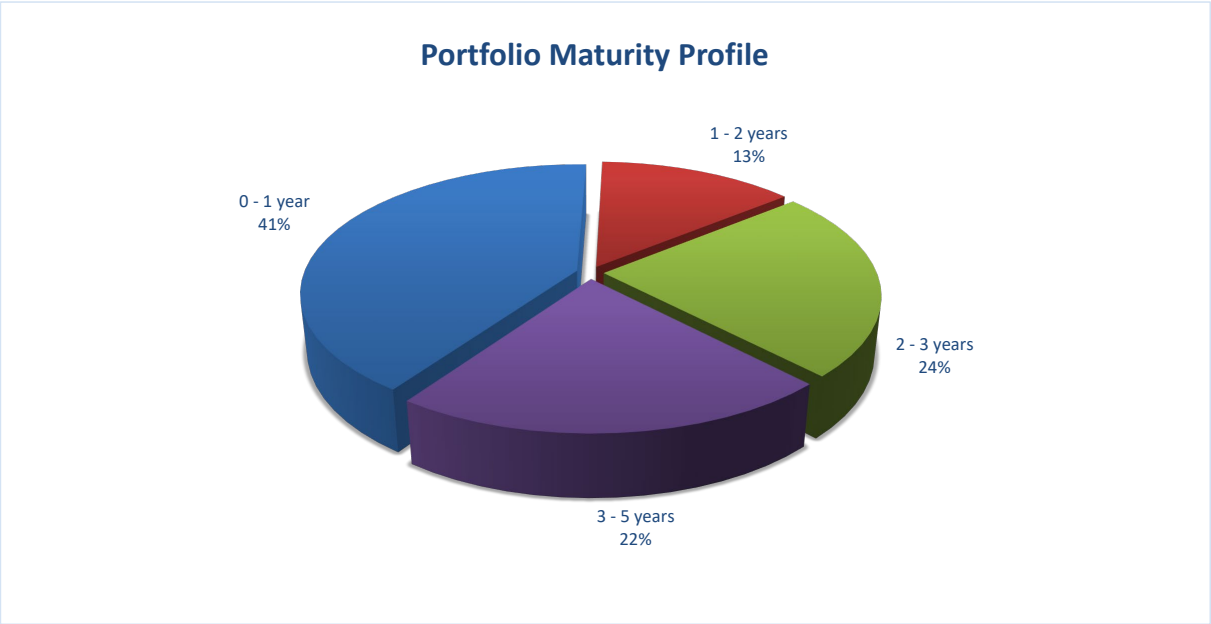
Receive the Monthly Financial and Investment Report for April 2025.

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

Town of Los Gatos
Summary Investment Information
April 30, 2025

Weighted Average YTM Portfolio Yield on Investments under Management	**4.41%**
Weighted Average Maturity (days)	**617**

	This Month	Last Month	One year ago
Portfolio Allocation & Treasurer's Cash Balances	$75,736,441	$72,922,188	$80,969,252
Managed Investments	$51,297,214		
Local Agency Investment Fund	$16,144,462		
Reconciled Demand Deposit Balances	$8,294,765		
Portfolio Allocation & Treasurer's Cash Balances	$75,736,441		
Benchmarks/ References:			
Town's Average Yield	4.41%	4.42%	4.37%
LAIF Yield for month	4.28%	4.31%	4.27%
3 mo. Treasury	4.29%	4.29%	5.41%
6 mo. Treasury	4.17%	4.22%	5.41%
2 yr. Treasury	3.60%	3.88%	5.04%
5 yr. Treasury	3.73%	3.95%	4.71%
10 Yr. Treasury	4.16%	4.21%	4.68%

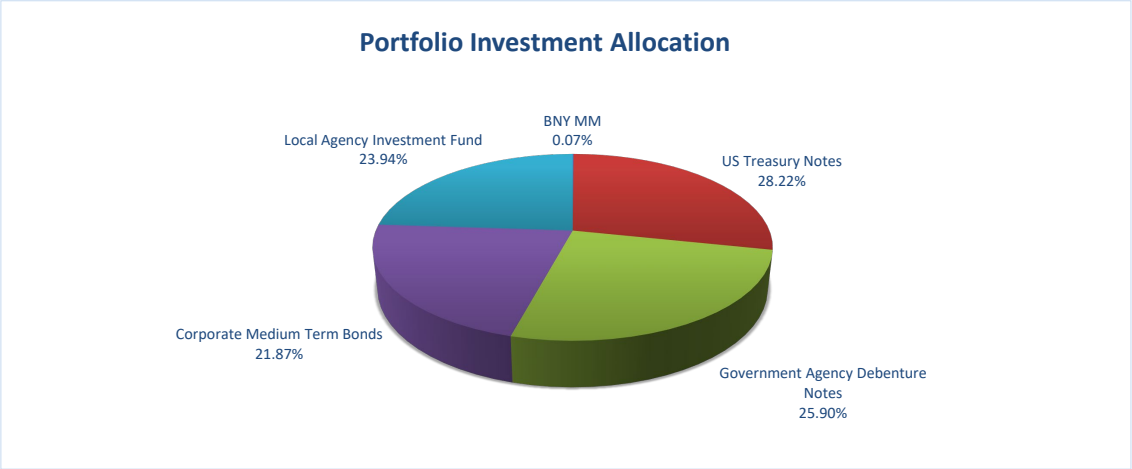


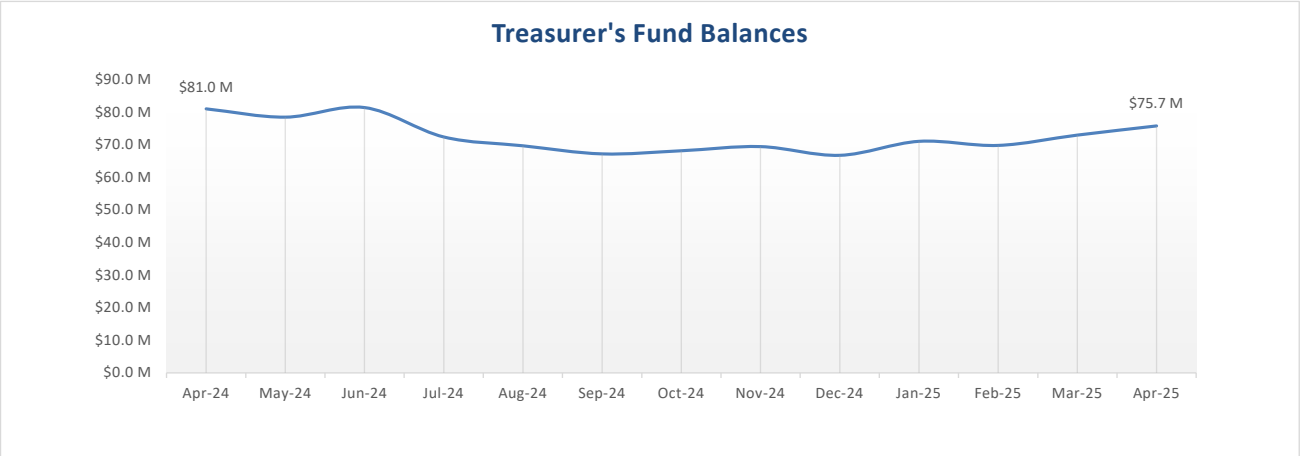
Compliance: The Town's investments are in compliance with the Town's investment policy dated March 18, 2025, and also in compliance with the requirements of Section 53600 at seq. of the California State Code. Based on the information available, the Town has sufficient funds to meet the cash demands for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

Town of Los Gatos
Portfolio Allocation & Treasurer's Cash Balances
April 30, 2025

	Month	YTD
Cash & Investment Balances - Beginning of Month/Period	$ 72,922,187.94	$ 81,368,409.88
Receipts	11,173,434.34	65,225,126.47
Disbursements	(8,359,181.06)	(70,857,095.13)
Cash & Investment Balances - End of Month/Period	$75,736,441.22	$75,736,441.22

Portfolio Allocation	Amount	% of Portfolio	Max. % or $ Allowed per State Law or Policy
BNY MM	$48,958.14	0.07%	20% of Town Portfolio
US Treasury Notes	$19,031,914.67	28.22%	No Max. on US Treasuries
Government Agency Debenture Notes	$17,464,856.81	25.90%	No Max. on Non-Mortgage Backed
Corporate Medium Term Bonds	$14,751,484.50	21.87%	30% of Town Portfolio
Local Agency Investment Fund	$16,144,462.08	23.94%	$75 M per State Law
Subtotal - Investments	67,441,676.20	100.00%	
Reconciled Demand Deposit Balances	8,294,765.02		
Total Portfolio Allocation & Treasurer's Cash Balances	$75,736,441.22		





Town of Los Gatos
Non-Treasury Restricted Fund Balances
April 30, 2025

	Beginning Balance	April 2025 Deposits Realized Gain/Adj.	April 2025 Interest/ Earnings	April 2025 Withdrawals	Ending Balance	
Non-Treasury Funds:						
Cert. of Participation 2002 Ser A Reserve Fund	$ 690,592.16	$ -	$ 2,238.91	$ -	$ 692,831.07	**Note 1**
Cert. of Participation 2010 Ser Lease Payment Fund	72.24	-	0.26	-	72.50	**Note 2**
Cert. of Participation 2002 Ser A Lease Payment Fund	15,940.81	-	51.66	-	15,992.47	**Note 1**
Cert. of Participation 2010 Ser Reserve Fund	1,438,962.23	-	5,113.55	-	1,444,075.78	**Note 2**
Total Restricted Funds:	$ 2,145,567.44	$ -	$ 7,404.38	$ -	$ 2,152,971.82	
CEPPT IRS Section 115 Trust	2,983,246.45	-	15,665.92	-	$ 2,998,912.37	**Note 3**
Grand Total COP's and CEPPT Trust	$ 5,128,813.89	$ -	$ 23,070.30	$ -	$ 5,151,884.19	

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
April 30, 2025

July 2024	$	247,221.75
August 2024	$	212,684.25
September 2024	$	265,151.31
October 2024	$	234,237.63
November 2024	$	227,312.31
December 2024	$	239,396.54
January 2025	$	234,030.33
February 2025	$	213,671.29
March 2025	$	235,515.22
April 2025	$	242,125.72
May 2025	$	-
June 2025	$	-
	$	2,351,346.35

Town of Los Gatos
Investment Schedule
April 30, 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)	1,273,623.00	45,032.00		6/21/2027	4.19%	$ 83,987.22	$ 81,871.88	$ 44,604.04	782
Home Depot	437076BM3	Corporate Bond	3.00%	8/4/2022	1,000,000.00	991,960.00	(8,040.00)	988,980.00	(2,980.00)		1/1/2026	3.04%	$ 79,750.00	$ 61,696.52	$ 26,947.91	246
US Treasury	912828ZW3	US Treasury Note	0.25%	8/9/2022	350,000.00	322,096.88	(27,903.12)	347,686.50	25,589.62		6/30/2025	3.16%	$ 2,092.39	$ 19,915.08	$ 8,761.48	61
FFCB	3133EN5V8	Gov. Agency Debenture	4.13%	1/17/2023	236,000.00	239,174.20	3,174.20	237,659.08	(1,515.12)		1/11/2027	3.76%	$ 19,307.75	$ 12,979.52	$ 7,444.85	621
US Treasury	91282CBT7	US Treasury Note	0.75%	9/30/2022	800,000.00	712,565.18	(87,434.82)	777,264.00	64,698.82		3/31/2026	4.14%	$ 15,000.00	$ 54,221.52	$ 25,795.53	335
FFCB	3133ENP95	Gov. Agency Debenture	4.25%	9/30/2022	900,000.00	900,939.60	939.60	899,541.00	(1,398.60)		9/30/2025	4.14%	$ 95,625.00	$ 66,415.88	$ 31,596.92	153
JP Morgan Chase	46625HRS1	Corporate Bond	3.20%	9/23/2022	500,000.00	474,660.00	(25,340.00)	494,765.00	20,105.00		3/15/2026	4.70%	$ 35,644.44	$ 41,217.45	$ 19,396.45	319
FHLB	3135G05X7	Gov. Agency Debenture	0.38%	6/10/2022	1,200,000.00	1,102,952.40	(97,047.60)	1,185,204.00	82,251.60		8/25/2025	3.04%	$ 12,187.50	$ 71,445.55	$ 28,920.70	117
FHLB	3130AQF65	Gov. Agency Debenture	1.25%	11/30/2022	1,300,000.00	1,160,559.40	(139,440.60)	1,250,002.00	89,442.60		12/21/2026	4.15%	$ 33,447.92	$ 80,116.59	$ 42,137.45	600
FHLB	3130APJH9	Gov. Agency Debenture	1.00%	1/17/2023	1,000,000.00	907,010.00	(92,990.00)	973,950.00	66,940.00		10/28/2026	4.17%	$ 23,354.17	$ 50,234.10	$ 28,813.52	546
FFCB	3133EN5N6	Gov. Agency Debenture	4.00%	2/8/2023	1,700,000.00	1,706,732.00	6,732.00	1,713,583.00	6,851.00		1/6/2028	3.91%	$ 129,955.56	$ 92,733.76	$ 55,494.22	981
Freddie Mac	3137EAEX3	Gov. Agency Debenture	0.38%	5/1/2023	750,000.00	689,032.50	(60,967.50)	738,420.00	49,387.50		9/23/2025	3.97%	$ 5,328.12	$ 32,931.11	$ 23,500.14	146
American Honda	02665WED9	Corporate Bond	4.70%	5/11/2023	600,000.00	608,856.00	8,856.00	605,034.00	(3,822.00)		1/12/2028	4.34%	$ 47,078.33	$ 29,982.05	$ 21,909.96	987
US Treasury	91282CEF4	US Treasury Note	2.50%	6/9/2023	1,500,000.00	1,416,626.12	(83,373.88)	1,468,650.00	52,023.88		3/31/2027	4.09%	$ 67,827.87	$ 62,956.31	$ 49,454.06	700
US Treasury	91282CGA3	US Treasury Note	4.00%	6/20/2023	2,100,000.00	2,080,558.59	(19,441.41)	2,099,286.00	18,727.41		12/15/2025	4.40%	$ 124,852.46	$ 94,573.28	$ 76,463.50	229
Colgate-Palmolive	194162AR4	Corporate Bond	4.60%	7/14/2023	500,000.00	504,655.00	4,655.00	511,365.00	6,710.00		2/1/2028	4.37%	$ 37,502.79	$ 21,195.52	$ 18,305.22	1007
FannieMae	3135G06G3	Gov. Agency Debenture	0.50%	7/14/2023	500,000.00	455,157.00	(44,843.00)	490,615.00	35,458.00		11/7/2025	4.63%	$ 3,284.72	$ 21,047.01	$ 18,176.96	191
FFCB	3133EPQC2	Gov. Agency Debenture	4.63%	7/17/2023	500,000.00	501,957.50	1,957.50	505,275.00	3,317.50		7/17/2026	4.48%	$ 34,687.50	$ 21,487.97	$ 18,717.32	443
FFCB	3133EPBM6	Gov. Agency Debenture	4.13%	7/14/2023	600,000.00	596,220.00	(3,780.00)	605,676.00	9,456.00		8/23/2027	4.29%	$ 39,806.25	$ 24,754.94	$ 21,379.27	845
PNC Bank	69353RFJ2	Corporate Bond	3.25%	7/25/2023	1,000,000.00	921,490.00	(78,510.00)	972,990.00	51,500.00		12/23/2027	5.23%	$ 48,479.17	$ 46,970.90	$ 41,874.35	967
US Treasury	91282CFU0	US Treasury Note	4.13%	7/31/2023	1,300,000.00	1,290,660.60	(9,339.40)	1,315,639.00	24,978.40		10/31/2027	4.31%	$ 93,843.75	$ 51,232.08	$ 46,491.20	914
Toyota Motor Credit	89236TKL8	Corporate Bond	5.45%	8/25/2023	1,600,000.00	1,617,168.00	17,168.00	1,647,776.00	30,608.00		11/10/2027	5.16%	$ 105,366.67	$ 70,599.88	$ 69,233.43	924
US Treasury	912810FE3	US Treasury Note	5.50%	10/3/2023	1,200,000.00	1,238,207.14	38,207.14	1,271,628.00	33,420.86		8/15/2028	4.76%	$ 90,211.96	$ 43,179.27	$ 48,437.26	1203
Pepsico Inc	713448DF2	Corporate Bond	2.85%	10/16/2023	1,000,000.00	947,570.00	(52,430.00)	989,240.00	41,670.00		11/24/2025	5.24%	$ 38,633.33	$ 37,712.66	$ 44,436.62	208
FFCB	3133EPUW3	Gov. Agency Debenture	4.75%	10/13/2023	1,000,000.00	994,338.00	(5,662.00)	1,013,210.00	18,872.00		9/1/2026	4.96%	$ 65,708.33	$ 35,367.82	$ 41,194.71	489
US Treasury	91282CEW7	US Treasury Note	3.25%	10/16/2023	1,000,000.00	950,039.06	(49,960.94)	992,500.00	42,460.94		6/30/2027	4.73%	$ 39,211.96	$ 32,499.52	$ 38,294.01	791
US Treasury	91282CEN7	US Treasury Note	2.75%	10/31/2023	1,300,000.00	1,214,336.39	(85,663.61)	1,278,160.00	63,823.61		4/30/2027	4.82%	$ 53,625.00	$ 40,101.59	$ 50,168.25	730
US Treasury	91282CAB7	US Treasury Note	0.25%	11/15/2023	675,000.00	623,900.39	(51,099.61)	668,142.00	44,241.61		7/31/2025	4.92%	$ 2,040.59	$ 19,725.12	$ 26,300.16	92
US Treasury	91282CCH2	US Treasury Note	1.25%	12/21/2023	900,000.00	798,647.55	(101,352.45)	836,370.00	37,722.45		6/30/2028	3.99%	$ 11,555.71	$ 17,690.14	$ 28,009.39	1157
FNMA	3135G0Q22	Gov. Agency Debenture	1.88%	12/21/2023	900,000.00	845,676.00	(54,324.00)	876,942.00	31,266.00		9/24/2026	4.22%	$ 21,234.38	$ 19,224.14	$ 30,438.22	512
US Treasury	91282CFB2	US Treasury Note	2.75%	1/2/2024	1,000,000.00	960,354.91	(39,645.09)	981,090.00	20,735.09		7/31/2027	3.95%	$ 29,667.12	$ 19,025.75	$ 32,132.37	822
US Treasury	91282CHE4	US Treasury Note	3.63%	1/17/2024	1,800,000.00	1,775,185.72	(24,814.28)	1,799,658.00	24,472.28		5/31/2028	3.97%	$ 56,692.63	$ 32,061.96	$ 59,071.74	1127
JP Morgan Chase	46647PDG8	Corporate Bond	4.85%	2/1/2024	1,400,000.00	1,396,528.00	(3,472.00)	1,414,420.00	17,892.00		7/25/2027	4.93%	$ 66,782.10	$ 28,319.94	$ 57,395.08	816
US Bancorp	91159HJF8	Corporate Bond	4.55%	2/5/2024	1,000,000.00	989,200.00	(10,800.00)	1,002,260.00	13,060.00		7/22/2027	4.89%	$ 43,837.67	$ 19,440.46	$ 40,478.76	813
Treasury	91282CHB0	US Treasury Note	3.63%	2/23/2024	1,175,000.00	1,151,962.92	(23,037.08)	1,171,780.50	19,817.58		5/15/2026	4.56%	$ 30,892.17	$ 18,568.45	$ 44,100.06	380
FHLB	3130AXB31	Gov. Agency Debenture	4.88%	2/27/2024	1,000,000.00	1,003,060.00	3,060.00	1,007,450.00	4,390.00		3/13/2026	4.72%	$ 51,729.17	$ 16,052.33	$ 39,354.10	317
FFCB	3133EP5U5	Gov. Agency Debenture	4.13%	3/28/2024	1,700,000.00	1,687,981.00	(12,019.00)	1,715,980.00	27,999.00		3/20/2029	4.28%	$ 68,566.67	$ 18,681.03	$ 60,415.26	1420
US Treasury	9128285M8	US Treasury Note	3.13%	4/30/2024	1,200,000.00	1,123,832.14	(76,167.86)	1,178,724.00	54,891.86		11/15/2028	4.69%	$ 20,295.34	$ 9,066.06	$ 45,181.69	1295
Cisco Systems	17275RBR2	Corporate Bond	4.85%	5/15/2024	1,000,000.00	999,130.00	(870.00)	1,024,680.00	25,550.00		1/26/2029	4.87%	$ 37,856.94	$ 6,135.64	$ 40,548.56	1367
Home Depot	437076CW0	Corporate Bond	4.90%	5/17/2024	1,000,000.00	1,001,790.00	1,790.00	1,025,390.00	23,600.00		4/15/2029	4.86%	$ 44,644.44	$ 5,862.95	$ 40,507.64	1446
Treasury	91282CJR3	US Treasury Note	3.75%	5/31/2024	1,200,000.00	1,154,629.02	(45,370.98)	1,202,952.00	48,322.98		12/31/2028	4.68%	$ 26,208.79	$ 4,511.24	$ 45,713.95	1341
American Honda	02665WEY3	Corporate Bond	4.95%	6/27/2024	1,000,000.00	995,640.00	(4,360.00)	1,002,920.00	7,280.00		1/9/2026	5.25%	$ 26,537.50	$ 430.16	$ 43,590.04	254
FHLB	3130B1BT3	Gov. Agency Debenture	4.88%	7/2/2024	1,150,000.00	1,150,966.00	966.00	1,162,098.00	11,132.00		6/12/2026	4.82%	$ 19,310.42	$ -	$ 45,975.07	408
Citibank	17325FBK3	Corporate Bond	4.84%	8/15/2024	1,250,000.00	1,263,062.50	13,062.50	1,271,587.50	8,525.00		7/6/2029	4.60%	$ 28,725.62	$ -	$ 40,859.74	1528
FNMA	3135G05Y5	Gov. Agency Debenture	0.75%	9/10/2024	1,100,000.00	1,010,724.00	(89,276.00)	1,026,146.00	15,422.00		10/8/2027	3.56%	$ 4,766.67	$ -	$ 23,687.32	891
US Treasury	91282CFL0	US Treasury Note	3.88%	12/3/2024	1,100,000.00	1,088,144.31	(11,855.69)	1,106,699.00	18,554.69		9/30/2029	4.12%	$ 13,817.99	$ -	$ 18,279.39	1614
FHLB	3130ATUT2	Gov. Agency Debenture	4.50%	2/12/2025	505,000.00	508,253.21	3,253.21	518,589.55	10,336.34	3,661.25	12/14/2029	4.35%	$ (3,661.25)	$ -	$ 4,652.20	1689
FFCB	3133ER5X5	Gov. Agency Debenture	3.88%	3/12/2025	1,000,000.00	998,480.00	(1,520.00)	1,005,820.00	7,340.00	538.19	3/7/2028	3.93%	$ (538.19)	$ -	$ 5,270.32	1042
Treasury	91282CJF9	US Treasury Note	4.88%	3/31/2025	1,100,000.00	1,130,167.75	30,167.75	1,143,230.00	13,062.25		10/31/2028	4.04%	$ 4,444.06	$ -	$ 3,716.67	1280
State Street Corp	857477CD3	Corporate Bond	5.27%	4/30/2025	800,000.00	811,184.00	11,184.00	810,840.00	(344.00)	10,192.53	8/3/2026	4.04%	$ (10,192.53)	$ -	$ -	460
Freddie Mac	3134HAW33	Gov. Agency Debenture	4.75%	4/30/2025	1,000,000.00	1,005,644.00	5,644.00	1,006,090.00	446.00	16,756.93	12/18/2029	4.23%	$ (16,756.93)	$ -	$ -	1693
Subtotal					$ 52,691,000.00	$ 51,248,255.98	$ (1,442,744.02)	$ 52,607,580.13	$ 1,359,324.15	$ 31,148.90			$ 2,004,257.24	$ 1,534,235.15	$ 1,723,627.01	
BNY MM		Money Market				48,958.14		48,958.14	0.00			0.00%				1
LAIF		State Investment Pool				16,144,462.08		16,158,171.81	13,709.73			4.28%			499,611.67	1
						67,441,676.20		**$68,814,710.08**	**$1,373,033.88**	**$31,148.90**			$ 2,004,257.24	$ 1,534,235.15	$ 2,223,238.68	
Matured Assets																
FNMA	3135G0V75	Gov. Agency Debenture	1.75%	10/17/2019	1,100,000.00	1,105,833.30	5,833.30				7/2/2024	1.63%	$ 90,956.25	$ 84,780.33	$ 98.70	
Honeywell Int'l.	438516BW5	Corporate Bond	2.30%	11/20/2019	1,000,000.00	1,014,660.00	14,660.00				8/15/2024	1.64%	$ 108,483.33	$ 91,844.87	$ 2,508.83	
FFCB	3133EKQA7	Gov. Agency Debenture	2.08%	10/21/2019	1,000,000.00	1,019,780.00	19,780.00				9/10/2024	1.66%	$ 101,631.11	$ 78,691.92	$ 3,305.61	
US Treasury	912828YV6	US Treasury Note	1.50%	11/15/2023	700,000.00	673,667.97	(26,332.03)				11/30/2024	5.26%	$ 10,930.33	$ 22,316.65	$ 14,975.65	
Freddie Mac	3137EAEP0	Gov. Agency Debenture	1.50%	10/13/2023	1,000,000.00	951,540.00	(48,460.00)				2/12/2025	5.32%	$ 19,958.33	$ 36,644.18	$ 31,870.61	
US Treasury	91282CGU9	US Treasury Note	3.88%	11/30/2023	1,000,000.00	983,515.62	(16,484.38)				3/31/2025	5.17%	$ 51,666.67	$ 29,822.81	$ 38,363.62	
US Treasury	912828ZL7	US Treasury Note	0.38%	4/12/2022	1,700,000.00	1,583,927.57	(116,072.43)				4/30/2025	2.72%	$ 19,441.99	$ 98,544.63	$ 36,984.65	
Total Investments "Matured"															$ 128,107.67	
Total Interest FY 24_25 Matured and Current															$ 2,351,346.35	

Maturity Profile

	Amount	Percent
0-1 year	$ 27,493,512.76	41%
1-2 years	$9,179,454.14	14%
2-3 years	$15,994,034.96	24%
3-5 years	$ 14,774,674.34	22%
	$67,441,676.20	100%

Town of Los Gatos
Investment Transaction Detail
April 30, 2025

Date	Cusip/Id	Description	Transaction Type	Trade Date	Settlement Date	Par	Coupon	Maturity Date	Price	Principal	Interest	Transaction Total
4/1/2025	437076BM3	HOME DEPOT INC 3% 01APR2026 (CALLABLE 01JAN26)	BOND INTEREST	4/1/2025	4/1/2025	1,000,000.00	3.000%	4/1/2026	-	-	15,000.00	15,000.00
4/2/2025	Cash-USD	Cash-USD	SHORT TERM INVESTMENT FUND INCOME	4/2/2025	4/2/2025	1,558.94	0.000%		100.00	-	-	1,558.94
4/8/2025	3135G05Y5	FANNIE MAE 0.75% 08OCT2027	BOND INTEREST	4/8/2025	4/8/2025	1,100,000.00	0.750%	10/8/2027	-	-	4,125.00	4,125.00
4/15/2025	437076CW0	HOME DEPOT INC 4.9% 15APR2029 (CALLABLE 15MAR29)	BOND INTEREST	4/15/2025	4/15/2025	1,000,000.00	4.900%	4/15/2029	-	-	24,500.00	24,500.00
4/28/2025	3130APJH9	FEDERAL HOME LOAN BANK 1.75% 28OCT2026 (CALLABLE 28JUL25) #0006	BOND INTEREST	4/28/2025	4/28/2025	1,000,000.00	1.750%	10/28/2026	-	-	7,500.00	7,500.00
4/30/2025	857477CD3	STATE STREET CORP 5.272% 03AUG2026 (CALLABLE 03JUL26)	PURCHASE	4/29/2025	4/30/2025	800,000.00	5.272%	8/3/2026	101.40	811,184.00	10,192.53	821,376.53
4/30/2025	3134HAW33	FREDDIE MAC 4.75% 18DEC2029 (CALLABLE 18JUN26)	PURCHASE	4/29/2025	4/30/2025	1,000,000.00	4.750%	12/18/2029	100.56	1,005,644.00	16,756.94	1,022,400.94
4/30/2025	91282CFU0	USA TREASURY 4.125% 31OCT2027	BOND INTEREST	4/30/2025	4/30/2025	1,300,000.00	4.125%	10/31/2027	-	-	26,812.50	26,812.50
4/30/2025	91282CJF9	USA TREASURY 4.875% 31OCT2028	BOND INTEREST	4/30/2025	4/30/2025	1,100,000.00	4.875%	10/31/2028	-	-	26,812.50	26,812.50
4/30/2025	912828ZL7	USA TREASURY 0.375% 30APR2025	BOND INTEREST	4/30/2025	4/30/2025	1,700,000.00	0.375%	4/30/2025	-	-	3,187.50	3,187.50
4/30/2025	91282CEN7	USA TREASURY 2.75% 30APR2027	BOND INTEREST	4/30/2025	4/30/2025	1,300,000.00	2.750%	4/30/2027	-	-	17,875.00	17,875.00
4/30/2025	912828ZL7	USA TREASURY 0.375% 30APR2025	REDEMPTION	4/30/2025	4/30/2025	1,700,000.00	0.375%	4/30/2025	100.00	1,700,000.00	-	1,700,000.00

Town of Los Gatos

Insight ESG Ratings as of April 30, 2025

Security Description	Maturity Date	Par/Shares	S&P Rating	Moody Rating	Insight ESG Rating	Environment	Social	Governance
AMERICAN HONDA FINANCE 4.95% 09JAN2026	1/9/2026	$ 1,000,000	A-	A3	3	2	4	3
PEPSICO INC 2.85% 24FEB2026 (CALLABLE 24NOV25)	2/24/2026	$ 1,000,000	A+	A1	3	3	2	3
HOME DEPOT INC. 3% 01APR2026 (CALLABLE 01JAN2026)	46113	$ 1,000,000	A	A2	3	3	3	3
JPMORGAN CHASE & CO 3.2 15JUN2026 (CALLABLE 15MAR26)	46188	$ 500,000	A	A1	3	2	3	4
STATE STREET CORP 5.272% 03AUG2026 (CALLABLE 03JUL26)	8/3/2026	$ 800,000	A	Aa3	2	1	2	3
APPLE INC. 2.9% 12SEP2027 (CALLABLE 12JUN27)	9/12/2027	$ 1,300,000	AA+	Aaa	5	2	5	5
TOYOTA MOTOR CREDIT CORP 5.45% 10NOV2027	11/10/2027	$ 1,600,000	A+	A1	3	2	3	5
AMERICAN HONDA FINANCE 4.7% 12JAN2028	1/12/2028	$ 600,000	A-	A3	3	2	4	3
PNC BANK NA 3.25% 22JAN2028 (CALLABLE 01 FEB28)	1/22/2028	$ 1,000,000	A	A2	3	2	4	3
COLGATE-PALMOLIVE CO 4.6% 01MAR2028 (CALLABLE 01FEB28)	3/1/2028	$ 500,000	A+	Aa3	3	3	4	3
US BANCORP 4.548% 22JUL2028 (CALLABLE 22JUL27)	7/222028	$ 1,000,000	A	A3	3	3	4	4
JPMORGAN CHASE & CO 4.851% 25JUL2028 (CALLABLE 25JUL28)	7/25/2028	$ 1,400,000	A	A1	3	2	3	4
CISCO INC. 4.85% 26FEB2029 (CALLABLE 26JAN2029)	47175	$ 1,000,000	AA-	A1	3	1	3	3
HOME DEPOT INC. 4.9% 15APR2029 (CALLABLE 15MAR2029)	4/15/2029	$ 1,000,000	A	A2	3	3	3	3
CITIBANK 4.838% 06AUG2029 (CALLABLE 06JUL2029)	8/6/2029	$ 1,250,000	A+	Aa3	3	1	3	4
Total/Average		**$ 14,950,000**			**3.1**	**2.1**	**3.3**	**3.5**

*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

ITEM NO. 7.

Fund Number	Fund Description	Prior Year Carryforward 7/1/2024*	Increase/ (Decrease) July - March	April 2025				Estimated Fund Balance 4/30/2025*
				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)	-	(282,091)	6,387,706	(3,956,844)	-	-	2,148,771
	General Fund Total	31,062,075	(282,091)	6,387,706	(3,956,844)	-	-	33,210,846

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

Fund Schedule

ITEM NO. 7.

Fund Number	Fund Description	Prior Year Carryforward 7/1/2024*	Increase/ (Decrease) July - March	April 2025 Current Revenue	April 2025 Current Expenditure	April 2025 Transfer In	April 2025 Transfer Out	Estimated Fund Balance 4/30/2025*
	SPECIAL REVENUE							
211/212	CDBG	166,653	-	-	-	-	-	166,653
222	Urban Runoff (NPDES)	754,134	(94,970)	13,641	(19,285)	-	-	653,520
231-236	Landscape & Lighting Districts	182,625	2,107	-	(2,063)	-	-	182,669
251	Los Gatos Theatre	171,035	197,549	14,975	(4,999)	-	-	378,560
711-716	Library Trusts	556,849	24,847	-	(1,893)	-	-	579,803
	Special Revenue Total	1,831,296	129,533	28,616	(28,240)	-	-	1,961,205
	CAPITAL PROJECTS							
411	GFAR - General Fund Appropriated Reserve	20,253,300	(2,915,553)	82,494	(333,180)	-	-	17,087,061
412	Community Center Development	866,281	(976)	-	(57,260)	-	-	808,045
421	Grant Funded Projects	(2,563,503)	1,513,473	20,421	(538,840)	-	-	(1,568,449)
461-463	Storm Basin Projects	3,531,248	(329,060)	9,066	(155,009)	-	-	3,056,245
471	Traffic Mitigation Projects	509,491	-	133,380	(133,380)	-	-	509,491
472	Utility Undergrounding Projects	3,584,251	13,676	-	-	-	-	3,597,927
481	Gas Tax Projects	1,928,167	(434,685)	143,093	-	-	-	1,636,575
	Capital Projects Total	28,109,235	(2,153,125)	388,454	(1,217,669)	-	-	25,126,895
	INTERNAL SERVICE FUNDS							
611	Town General Liability	177,876	(695,987)	-	(11,054)	-	-	(529,165)
612	Workers Compensation	586,246	(376,140)	55,361	(65,140)	-	-	200,327
621	Information Technology	2,523,347	(115,642)	7,371	(45,698)	-	-	2,369,378
631	Vehicle & Equipment Replacement	3,286,552	351,782	3,875	-	-	-	3,642,209
633	Facility Maintenance	960,526	73,861	32,490	(122,420)	-	-	944,457
	Internal Service Funds Total	7,534,547	(762,126)	99,097	(244,312)	-	-	6,627,206
	Trust/Agency							
942	RDA Successor Agency	(4,632,040)	(1,708,808)	-	(126)	-	-	(6,340,974)
	Trust/Agency Fund Total	(4,632,040)	(1,708,808)	-	(126)	-	-	(6,340,974)
	Total Town	**63,905,113**	**(4,776,617)**	**6,903,873**	**(5,447,191)**	**-**	**-**	**60,585,178**

* 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 $490,244.50

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

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 06/17/2025
ITEM NO: 8

DATE: June 12, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: Authorize the Town Manager to Execute a Five-Year Agreement for Consultant Services with West Valley Community Services for Comprehensive Emergency Assistance Program (CEAP) Services in an Amount Not to Exceed $15,000 Annually for a Total Amount of $75,000 Over the Five-Year Term of the Agreement.

RECOMMENDATION:

Authorize the Town Manager to execute an Agreement for Consultant Services with West Valley Community Services for Comprehensive Emergency Assistance Program (CEAP) services in an amount not to exceed $15,000 annually for a total not to exceed amount of $75,000 over the five-year term of the agreement.

STRATEGIC PRIORITIES:

This project supports the Core Goal of **Civic Engagement**. Through financial assistance and crisis intervention, WVCS delivers stability and support to families and individuals in crisis.

FISCAL IMPACT:

Sufficient funds are included in the proposed FY2025/26 Operating Budget, program 1201 (Non-Departmental).

BACKGROUND:

The Town first contracted with West Valley Community Services (WVCS) to administer the CEAP in 2011. Through financial assistance and crisis intervention, WVCS delivers stability and support to families and individuals in crisis. WVCS will support low- and extremely low-income

PREPARED BY: Name: Tania Maheu
Title: Administrative Analyst

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

families living in Los Gatos through this grant. The funding will be used to prevent eviction, provide rapid rehousing, and avoid utility shut-offs. These services have been provided under a service agreement which expires June 30, 2025. In the past, the Town's Community Grant program has also provided additional funds to WVCS to provide these and additional services.

DISCUSSION:

The original 2011 Agreement was for a one-year term at $13,000 per year, totaling $13,000; subsequent amendments increased the rate to the current annual rate of $15,000.
WVCS is a sole source provider and has provided quality services to the Town's residents in this capacity for the last 14 years. A draft WVCS Agreement is included as Attachment 1.

CONCLUSION:

Staff recommends that the Council authorize the Town Manager to execute an Agreement for Consultant Services with West Valley Community Services for Comprehensive Emergency Assistance Program (CEAP) services in an amount not to exceed $15,000 annually and $75,000 over the five-year term of the agreement.

COORDINATION:

The draft agreement was prepared in coordination with the Town Attorney.

ENVIRONMENTAL ASSESSMENT:

This action is not a project defined under CEQA, and no further action is required.

ATTACHMENT:
1. Draft West Valley Community Services Agreement (includes Exhibit A, Proposed Scope of Services)

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into July 1, 2025, by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and West Valley Community Services, ("Consultant"), whose address is 10104 Vista Drive, Cupertino, CA 95014. This Agreement is made with reference to the following facts.

I. RECITALS

1.1 The Town desires to engage Consultant to provide services to prevent eviction, provide rapid rehousing, avoid utility shut-offs, and provide crisis intervention.

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 for July 1, 2025 through June 30, 2030 sent to the Town on May 28, 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 July 1, 2025 to June 30, 2030.

2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations. 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 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 $15,000.00 annually for each of the five fiscal years for a total NTE of $75,000.00**, inclusive of all costs. Payment shall be based upon Town approval of each task. Future contract years are contingent on future operating budget appropriations.

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.

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 affecting 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 one million dollars ($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; and 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.

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, or 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 indemnify the Town, its elected and appointed officials, 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 any act or omissions of the Consultant, or any of the Consultant's officers, employees, agents, or any subconsultant. Consultant shall defend the Town against any such claims.

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

West Valley Community Services
Attn: Sujatha Venkatraman
10104 Vista Drive
Cupertino, CA 95014

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 with respect to 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:

Chris Constantin, Town Manager

Consultant, by:

Sujatha Venkatraman, Executive Director

Recommended by:

Joel Paulson
Community Development Director

Approved as to Form:

Gabrielle Whelan, Town Attorney

Attest:

Wendy Wood, CMC, Town Clerk

Town of Los Gatos

Scope of Services

Date: May 28, 2025

Name of Agency: West Valley Community Services

Name of Program: Comprehensive Emergency Assistance Program (CEAP)

Funding amount: $ 15,000

I. Program Goals and Objectives

A brief narrative description of the program to be funded through this grant, and its key goals and objectives:

West Valley will support low- and extremely low-income families living in Los Gatos through this grant. The funding will be used to prevent eviction, provide rapid rehousing, and avoid utility shut-offs. Through financial assistance and crisis intervention, WVCS delivers stability and support to families and individuals in crisis. Through this funding, we will be able to help 12 Households living in Los Gatos.

II. Direct Services to be provided to Los Gatos residents. A list of the titles of each direct service, and the number to be provided to Los Gatos residents each quarter: Service Quarterly Service Goal

Services	Quarterly Service Goal				
	1st Q	2nd Q	3rd Q	4th Q	Annual Total
Financial Rental and Utility Assistance	3	3	3	3	12

Brief narrative descriptions of the direct services listed above:

1. Financial assistance includes rental assistance to prevent homelessness and eviction, deposit assistance to house unhoused persons, and utility assistance to prevent utility shut-offs. This will be a one-time assistance for individuals or families experiencing a financial crisis due to a past emergency. Clients will also receive three months of crisis intervention to provide stability support and referrals to other community resources, such as employment agencies, social services, family shelters, financial counseling, and domestic violence resources.

Exhibit A

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 06/17/2025
ITEM NO: 9

DATE: June 12, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: Adopt an Ordinance Approving the Fire Hazard Severity Zones Map to Comply with State Government Code Section 51178. Adoption of this Ordinance is Exempt Pursuant to CEQA, Section 15268, in that it is Required by the State. Town Code Amendment A-25-03. **Project Location: Town Wide**. Applicant: Town Of Los Gatos.
Ordinance Title: An Ordinance of the Town Council of the Town of Los Gatos Adopting Revised Cal Fire Requirements for Local Responsibility Area Fire Hazard Severity Zones.

RECOMMENDATION:

Adopt an Ordinance (Attachment 1, with Exhibit A) to approve the Fire Hazard Severity Zones Map to comply with State Government Code Section 51178.

FISCAL IMPACT:

There is no fiscal impact associated with the adoption of the new Fire Hazard Severity Zones Map.

STRATEGIC PRIORITIES:

Updating the Town's Fire Hazard Severity Zones (FHSZs) Map aligns with the Town Council's **Public Safety** Goal. Specifically, property owners and/or occupants of structures located within the three designated FHSZs will be subject to additional fire safety requirements, such as home hardening and vegetation management, which do not apply to areas outside the FHSZs.

BACKGROUND:

At the regular meeting on June 6, 2025, the Town Council held a public hearing to consider

PREPARED BY: Robert Gray
Chief Building Official

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

introducing an ordinance to update the Town's FHSZs Map in accordance with State Government Code Section 51178. The State Fire Marshal (SFM) provided the Town with an updated map of designated FHSZs on February 24, 2025. Staff evaluated the map provided by the SFM and created an updated version that included parcel and Town boundaries. Staff did not recommend changes to the map supplied by the SFM, except for those necessary to ensure that all complete parcels were included within a zone. The Town Council voted unanimously to approve the introduction of the ordinance.

This ordinance is returning to the Town Council for final adoption. The ordinance will take effect 30 days after its adoption.

COORDINATION:

This report was prepared in coordination with Community Development, the Town Attorney's Office, and the Santa Clara County Fire Department.

ENVIRONMENTAL ASSESSMENT:

This project is a ministerial action which is exempt pursuant to CEQA Guidelines Section 15268 in that it is required by the State.

ATTACHMENTS:

1. Draft Ordinance, with Exhibit A, Los Gatos Fire Severity Zones Map

DRAFT ORDINANCE

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS ADOPTING REVISED CAL FIRE REQUIREMENTS FOR LOCAL RESPONSIBILITY AREA FIRE HAZARD SEVERITY ZONES.

WHEREAS, the State's Government Code Section 51178 requires the local agency to designate moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal; and

WHEREAS, the local agency may, at its discretion, include areas within the jurisdiction of the local agency, not identified as very high fire hazard severity zones by the State Fire Marshal, as very high fire hazard severity zones following a finding supported by substantial evidence in the record that the requirements of Section 51182 are necessary for effective fire protection within the area; and

WHEREAS, the local agency may, at its discretion, include areas within the jurisdiction of the local agency, not identified as moderate and high fire hazard severity zones by the State Fire Marshal, as moderate and high fire hazard severity zones, respectively; and

WHEREAS, the local agency shall not decrease the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency, and, in exercising its discretion, may only increase the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency; and

WHEREAS, the local agency shall transmit a copy of an adopted ordinance to the State Board of Forestry and Fire Protection within 30 days of adoption.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Los Gatos as follows:

SECTION I.

The Local Responsibility Area Fire Hazard Severity Zones Map (Exhibit A) as designated by the Office of the State Fire Marshal is hereby adopted and designated as the map delineating fire hazard severity zones for the Town of Los Gatos.

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 Section and shall not affect the validity of the remaining portions of this Section. 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.

Adoption of this ordinance is a ministerial action which is exempt pursuant to CEQA, Section 15268 in that it is required by the State.

SECTION IV. 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 adoption. 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 V. Effective Date.

This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on the 3rd day of June 2025, and adopted by the Town Council of the Town of Los Gatos at its regular meeting on the 17th day of June 2025, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

_____

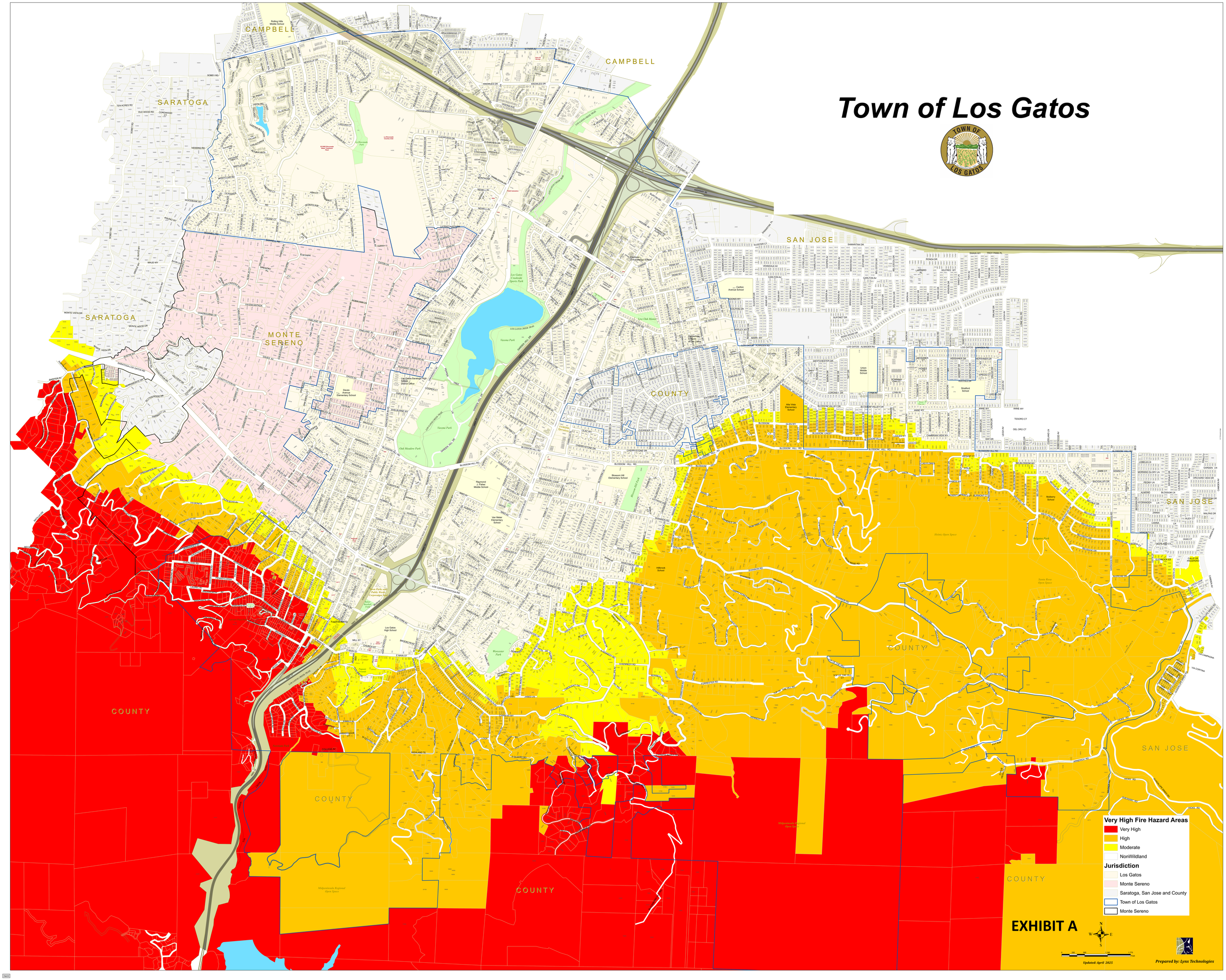
MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

_____

TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

Town of Los Gatos



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TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 06/17/2025
ITEM NO: 10

DATE: June 12, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: Authorize the Town Manager to Execute the First Amendment to the Agreement for Services with Kimley-Horn and Associates, Inc. to Extend the Agreement End Date to December 31, 2025

RECOMMENDATION:

Staff recommends that the Town Council authorize the Town Manager to execute the First Amendment (Attachment 1) to the Agreement for Services with Kimley-Horn and Associates, Inc. (Kimley-Horn) to extend the agreement end date to December 31, 2025, for the evaluation of artificial turf versus natural grass at Creekside Sports Park (CIP 831-4404).

STRATEGIC PRIORITIES:

This project supports the Core Goals of **Community Character** and **Quality Public Infrastructure**. The ongoing work considers the environmental effects and long-term cost implications of how to manage the Creekside Sports Park.

FISCAL IMPACT:

The amendment is an extension of time only with no changes to the compensation. There are no fiscal impacts related to this action.

BACKGROUND:

On September 17, 2024, the Town Council authorized the Town Manager to execute an agreement with Kimley-Horn in the amount of $37,135 to assess and evaluate the use of artificial turf and natural grass at Creekside Sports Park. A draft report is currently in development.

PREPARED BY: Nicolle Burnham
Parks and Public Works Director

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

DISCUSSION:

The current agreement expires June 30, 2025. Town staff provided comments on the draft report to Kimley-Horn in May 2025. Therefore, additional time is needed to refine the analysis and prepare the report for presentation to the Town Manager and Town Council.

CONCLUSION:

Approving this amendment to extend the term to December 31, 2025 will allow Kimley-Horn to complete the analysis and support questions and comments from the Town Manager, Town Council, and the public.

ENVIRONMENTAL ASSESSMENT:

This is not a project as defined under CEQA and no further action is required.

Attachments:
1. First Amendment to Agreement for Consulting Services with Kimley-Horn and Associates LLC, including Exhibit A – Original Agreement

AMENDMENT TO AGREEMENT

PREAMBLE

This First Amendment to Agreement for Consultant Services is dated for identification on this 17th Day of June 2025, and amends that certain Agreement for Consultant Services dated September 17, 2024, made by and between the Town of Los Gatos, ("Town,") and the Kimley-Horn and Associates Inc. (“Consultant ”) identified as an C Corporation and whose address is 10 S. Almaden Blvd Suite 1250 San Jose CA 95113.

I. RECITALS

A. Town and Consultant entered into Agreement for Consultant ServicesAgreement on September 17, 2024, (“Agreement”), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.

B. Town desires to amend the Agreement to extend the term.

II. AMENDMENT

A. 2.2 Term and Time of Performance is amended to read as follows:

This contract will remain in effect from September 17, 2024 and extend to December 31, 2025. Consultant shall perform the services described in this agreement as described in Exhibit A.

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

Docusign Envelope ID: 7FDCF03B-DB67-4018-97EC-1345DB74CC6E

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

Town of Los Gatos by:

_____

Chris Constantin, Town Manager

Kimley-Horn and Associates Inc. by:

DocuSigned by:
Adam Dankberg, P.E.
A4BC6590848B466...

Adam Dankberg, P.E., Vice 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

AGREEMENT FOR CONSULTANT SERVICES

PREAMBLE

THIS AGREEMENT is dated for identification on September 17, 2024 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") Kimley-Horn and Associates, Inc., ("Consultant"), identified as a C Corporation and whose address is 10 S. Almaden Blvd, Suite 1250, San Jose CA 95113. This Agreement is made with reference to the following facts.

I. RECITALS

1.1 The Town desires to engage Consultant to provide Evaluation of artificial turf versus natural grass at Creekside Sports Pak.

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 14, 2024, which is hereby incorporated by reference and attached as Exhibit A.

2.2 Term and Time of Performance. This contract will remain in effect upon execution to September 17, 2024 through June 30, 2025. 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 be $37,135**, 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. Invoices shall be based on percentage of work complete for each task. Invoices shall include the total fee for the task, the percentage of work complete, the charge for the current invoice and the overall charges to date for the project. A summary of tasks completed shall be provided.

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 <u>All Coverages</u>. 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 <u>Workers' Compensation</u>. 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

Kimley-Horn and Associates, Inc.
Attn: Matthew Morgan
10 S. Almaden Blvd, Suite 1250
San Jose CA 95113

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:

Signed by:
Katy Nomura 9/21/2024
3BC2441CEBC343B...
Katy Nomura, Interim Town Manager

Kimley-Horn and Associates, Inc. by:

DocuSigned by:
Adam Dankberg, P.E.
A4BC6590848B466...
Name and Title
Adam Dankberg, P.E.

Vice President

Recommended by:

Signed by:
Nicolle Burnham 9/19/2024
0E9783134964 4C3...
Nicolle Burnham,
Director of Parks and Public Works

Approved as to Form:

Signed by:
Gabrielle Whelan 9/20/2024
EFD6738A5534428...
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood 9/23/2024
BF6EBCBE2C214F8...
Wendy Wood, CMC, Town Clerk

August 14, 2024

Ms. Nicolle Burnham, Director
Parks and Public Works
41 Miles Avenue
Los Gatos, CA 95030

10 S. Almaden Blvd.
Suite 1250
San Jose, CA 95113
TEL 669.800.4130

RE: Task Order Proposal for the Artificial Turf Replacement Assessment at Creekside Sports Park (CIP 831-4404)

Dear Ms. Burnham and Members of the Selection Committee:

The Town of Los Gatos (Town) has used artificial turf from AstroTurf at Creekside Sports Park since 2013. However, since this turf is nearing the end of its life and new concerns regarding the environmental and health impacts of artificial turf fields have been raised by community members, the Town seeks to evaluate the advantages and risks of using synthetic versus natural turf. In order to achieve this goal, the Town requires the support of a qualified partner to assist in this evaluation. Kimley-Horn is excited about the opportunity this project presents for the community and is confident our approach, experience, and expertise will make this project a success.

Kimley-Horn's landscape architects have extensive experience assessing and designing playing fields using both synthetic and natural materials. For example, we assisted with the design of the **Home Depot Backyard**, located in the existing Georgia Dome footprint north of the Mercedes-Benz Stadium in Atlanta, Georgia. As part of this project, our landscape architects designed a natural turf field to accommodate youth soccer, multi-use recreation, 800 tailgate parking spaces for game days, flex spaces for picnics, and pedestrian circulation to the stadium. To provide the best recommendations for a drivable grass lot, a test site was constructed and evaluated for six months. Three different base treatment solutions paired with the same turf were tested, which evaluated the sod layer infiltration rate, rootzone layer infiltration rate, and rootzone uniformity coefficient. We also assisted Albemarle County, Virginia with a **Synthetic Turf Study at Darden Towe Park** in which we presented findings and observations from research and case studies relating to the pros and cons associated with the installation and maintenance of synthetic turf fields for their athletic facilities.

As a supplement to our in-house capabilities, we have partnered with Berry, Dunn, McNeil, & Parker, LLC (**BerryDunn**), a leading consulting firm with a specialization in parks and recreation master plans, strategic plans, needs analyses, financial analyses, cost recovery, and quality assessments. BerryDunn's team members have worked for multiple agencies in California and around the country, managed organizations (specifically facilities operations and maintenance), and are familiar with what it takes to manage and maintain sports fields. Most recently, BerryDunn worked on the **Indoor Sports Facility Feasibility Study and Operational Costs** project for the Grand Forks Park District in Grand Forks, North Dakota. For this project, BerryDunn conducted a feasibility study assessing a new 300,000 square foot indoor sports complex that would host indoor lacrosse, football, and soccer practices and tournaments. The BerryDunn team conducted nine stakeholder focus groups with 75 stakeholders and an open public webinar that had 77 participants, for a total of 152 community members included in the public engagement meetings. Additionally, their team conducted a complete feasibility study including site analysis, indoor sports facility and aquatic facility development, operations and maintenance costs, funding mechanisms, financing opportunities and other funding alternatives, most cost-effective operating model, and the most productive mixture of

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programs/facilities/amenities. Coupling our nationwide expertise with BerryDunn's, we will provide an accurate assessment and recommendation for the best path forward for the Town to consider.

When Kimley-Horn is involved in a project, we become the client's advocate. We don't just look at what it takes to "check the boxes" on a project—we look at what it takes to help our clients surpass their initial goals while remaining on schedule and within budget. We appreciate your consideration of the Kimley-Horn team, and we are excited about the opportunity to bring our experience and expertise to assist the Town with this important project.

If you have any questions about our experience or scope of services and fee proposal provided on the following pages, please do not hesitate to contract project manager **Matthew Morgan, PLA, ASLA, CLARB** directly at 408.785.3518 or matthew.morgan@kimley-horn.com.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Matthew Morgan, PLA, ASLA, CLARB
Project Manager

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SCOPE OF SERVICES

Task 1. Assessment of Capital Costs & Environmental Impacts

1.1: Concept Level Cost Estimate for Artificial Turf Replacement

Kimley-Horn will prepare one (1) concept-level cost estimate for the replacement of the existing artificial turf with new artificial turf. At present there are no known issues or concerns with the underdrainage.

1.2: Concept Level Cost Estimate for Artificial Turf Removal

Kimley-Horn will prepare one (1) concept-level cost estimate to remove the artificial turf field and construct a new natural grass field. The cost estimate will include design costs and appropriate contingencies.

Kimley-Horn will coordinate with the Town to confirm typical contingencies used by the Town for costing exercises. This task assumes up to one (1) round of revisions in response to consolidated and reasonable Town comments. Additional rounds of revisions shall be accommodated as an additional service at our then-current hourly rates.

1.3: Environmental and Planning Constraints and Benefits Assessment

Kimley-Horn will assess planning and environmental considerations associated with the use and construction of artificial turf fields versus natural grass fields. This information will be based on a literature search on the subject and CEQA analyses conducted by Kimley-Horn staff for similar projects (such as a proposed artificial turf facility in Portola Valley). Issues and concerns raised by decision makers and the public on similar projects have included:

- Project visibility, appearance and color as seen from public viewpoints
- Toxicity of materials used in turf and crumb rubber fill materials
- VOCs and off gassing
- Water quality and drainage controls
- Heat generation
- Greenhouse gasses
- General Plan policy consistency
- Material renewability and lifespan/lifecycle
- Pathogens and allergies

In our experience many of these issues are likely to be insignificant based on the results of available studies and continuous improvements to turf products. This information will be compiled for planning-level consideration. Detailed studies and/or CEQA review of the project will be scoped and budgeted separately upon request.

Task 2. Assessment of Operating Costs

2.1: Discovery

2.1.1: Virtual Kick-Off Meeting

The Kimley-Horn team will facilitate one (1) virtual initial kick-off meeting with the full project team to identify stakeholders, project team members, project milestones, and expectations. We will discuss our proposed project schedule, project work plan, and roles and responsibilities.

2.1.2: Data Review

The Kimley-Horn team will submit an information request to the Town's project team to gather applicable documents and data related to scheduling, maintenance, field use, and other pertinent information. All information gathered will be reviewed by our team to inform our understanding of the current environment, glean insights from work completed to date, and minimize impacts to Town staff during the work effort.

2.2: Assessment of Operating Costs

2.2.1: Operations Assessment

The Kimley-Horn team will assess the operational and maintenance costs of the sports field for a 20-year lifecycle for artificial turf versus grass. For each option, we will assess staffing cost versus contractor costs, maintenance, field striping, and routine and periodic maintenance costs.

Task 3. Letter Report

Kimley-Horn will prepare the following deliverables as part of this task:

3.1: Letter Report

Kimley-Horn will prepare a letter report that documents the result of Tasks 1 and 2. The report will include a comparison table of the advantages and disadvantages of the two field types, including hours of available play per year, maintenance requirements, and potential revenue generation (provided by Town staff), etc.

This task assumes up to one (1) round of revisions in response to consolidated and reasonable Town comments. Additional rounds of revisions shall be accommodated as an additional service at our then-current hourly rates.

Task 4. Meetings

Kimley-Horn will attend the following meetings:

4.1: Data Collection/Kick-off Meeting

One (1) data collection/kick-off meeting with Town staff, attended by one (1) Kimley-Horn staff member. Kimley-Horn has assumed a duration of up to two (2) hours, with limited supplemental preparation effort performed by junior staff.

4.2: Analysis Review with Town Staff Meeting

One (1) meeting with Town staff to review the results of the analysis, attended by one (1) Kimley-Horn staff member. Kimley-Horn has assumed a duration of up to two (2) hours, with limited supplemental preparation effort performed by junior staff.

4.3: Parks and Sustainability Commission and Town Council Meetings

One (1) meeting each of the Parks and Sustainability Commission and Town Council (two (2) meetings total) to discuss the results of the analysis. Each meeting will be attended by one (1) Kimley-Horn staff member. Kimley-Horn has assumed a duration of up to two (2) hours for each meeting for a total of four (4) hours of effort, with limited supplemental preparation effort performed by junior staff.

This task assumes up to one (1) round of revisions in response to consolidated and reasonable City comments. Additional rounds of revisions shall be accommodated as an additional service at our then-current hourly rates.

Additional Assumptions

- Construction of either option would occur in 2025
- The underdrain system of existing artificial turf is in good condition and no repairs are needed
- Town staff will provide hourly rates for staffing time

Additional Services

- Schematic Design and Design Development Drawings
- Construction Documents
- CEQA and Environmental Studies other than the limited assessment scope noted in this agreement
- Survey
- Geotechnical Studies
- Additional meetings beyond those noted in the scope above
- Illustrative Graphics and 3D Visual Simulations
- Any services not specifically noted in the scope above

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FEE PROPOSAL

The Kimley-Horn team's proposed cost to complete the Artificial Turf Replacement Assessment at Creekside Sports Park is **$37,135**. The table below provides further detail. We welcome the opportunity to discuss our proposed fee with the Town and are flexible to scope adjustments and refinements as necessary to better accommodate your needs on this project.

		Kimley-Horn and Associates, Inc.							
	Category/Title	Sr. Professional II	Sr. Professional I	Analyst II	Analyst II	Kimley-Horn Total Hours	Kimley-Horn Total Cost	BerryDunn Total Cost	Total Project Cost
	Billing Rate	$350	$325	$205	$180				
Task 1	**Assessment of Capital Costs**	**8**	**4**	**6**	**16**	**34**	**$ 8,210**	**$ -**	**$ 8,210**
1.1	Concept Level Cost Estimate for Artificial Turf Replacement		2	3		5	$ 1,265		$ 1,265
1.2	Concept Level Cost Estimate for Artificial Turf Removal		2	3		5	$ 1,265		$ 1,265
1.3	Environmental and Planning Constraints and Benefits Assessment	8			16	24	$ 5,680		$ 5,680
Task 2	**Assessment of Operating Costs**		**2**			**2**	**$ 650**	**$ 15,556**	**$ 16,206**
2.1	Discovery						$ -	$ 3,500	$ 3,500
2.2	Assessment of Operating Costs		2			2	$ 650	$ 12,056	$ 12,706
Task 3	**Letter Report**		**17**	**5**	**10**	**32**	**$ 8,350**	**$ -**	**$ 8,350**
3.1	Letter Report		17	5	10	32	$ 8,350		$ 8,350
Task 4	**Meetings**		**8**	**4**		**12**	**$ 3,420**	**$ -**	**$ 3,420**
4.1	Data Collection/Kick-off Meeting with Town Staff		2	2		4	$ 1,060		$ 1,060
4.2	Meeting with Town Staff to Review Results of Analysis		2	1		3	$ 855		$ 855
4.3	Parks and Sustainability Commission and Town Council Meetings (2)		4	1		5	$ 1,505		$ 1,505
	TOTAL HOURS	**8**	**31**	**15**	**26**	**80**			
	Subtotal Labor:	**$2,800**	**$10,075**	**$3,075**	**$4,680**		**$ 20,630**	**$ 15,556**	**$ 36,186**
	Other Direct Costs						**$ 949**	**$ -**	**$ 949**
	Internal Reimbursable Expenses						$ 949		$ 949
	TOTAL COST:						**$ 21,579**	**$ 15,556**	**$ 37,135**

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 06/17/2025
ITEM NO: 11

DATE: June 9, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: Approval of Town Council Meeting Schedule for July through December 2025

RECOMMENDATION:

Staff recommends that the Town Council approve the proposed regular meeting schedule for July through December 2025.

FISCAL IMPACT:

There is no fiscal impact associated with the approval of the Town Council meeting schedule.

BACKGROUND:

Pursuant to Los Gatos Municipal Code Section 2.20.010, regular meetings of the Town Council are held on the first and third Tuesday of each month.

Each year, the Town Council adopts a meeting schedule to reflect planned changes, cancellations, or exceptions. Typically, this occurs in June for the entire upcoming fiscal year. However, to align future schedules with the calendar year, staff is proposing a schedule for July through December 2025, and the January through December 2026 schedule will be brought to Council consideration in December.

DISCUSSION:

Since 2004, the Town Council has traditionally canceled its July meetings to allow for a summer recess, and December meetings have typically remained scheduled, even when the second meeting falls close to the holidays. For example, meetings have been held as late as December 20 or 21.

PREPARED BY: Wendy Wood
Town Clerk

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

Each year, the Town Council adopts a meeting schedule that includes any planned cancellations or adjustments to regular meeting dates. In the past, this schedule has followed the Town's fiscal year, running from July through June. However, beginning this year, the meeting schedule will shift to align with the calendar year, from January through December, for the following reasons:

- **Alignment with Public Expectations:** Many community members and external agencies operate on a calendar year basis. Aligning the Town Council meeting schedule with this format improves consistency and predictability for planning and public participation.
- **Administrative Efficiency:** The calendar year format aligns with most internal planning efforts, including departmental work plans, project timelines, and annual goal setting. This change simplifies scheduling and coordination across departments.
- **Improved Transparency:** A calendar year schedule is easier for the public to follow, as it matches the format used in community calendars.
- **Compatibility with Election Cycles:** Aligning the meeting schedule with the calendar year better accommodates changes in Council membership following the November elections. This alignment provides newly seated Council Members an opportunity to provide input on the schedule.

To support this transition, staff is presenting the Town Council Meeting Schedule for July through December 2025. The Meeting Schedule for 2026 will be presented to the Council in December 2025.

The attached schedule reflects the proposed regular meeting dates for the second half of 2025. It does not include potential Council retreats, Boards and Commissions interviews, or special meetings. These meetings will continue to be scheduled as needed.

CONCLUSION:

Staff recommends that the Town Council approve the proposed regular Town Council Meeting Schedule for July through December 2025.

COORDINATION:

This report was prepared in collaboration with the Town Manager’s Office.

ENVIRONMENTAL ASSESSMENT:

This item is not a project defined under CEQA, and no further action is required.

Attachments:
1. Town Council Meeting Schedule July – December 2025

TOWN COUNCIL
MEETING SCHEDULE
2025 JULY - DECEMBER

~~July 1, 2025~~	~~Regular Council Meeting~~	***CANCELLED***
~~July 15, 2025~~	~~Regular Council Meeting~~	***CANCELLED***
August 5, 2025	Regular Council Meeting	
August 19, 2025	Regular Council Meeting	
September 2, 2025	Regular Council Meeting	
September 16, 2025	Regular Council Meeting	
October 7, 2025	Regular Council Meeting	
October 21, 2025	Regular Council Meeting	
November 4, 2025	Regular Council Meeting	
November 18, 2025	Regular Council Meeting	
December 2, 2025	Regular Council Meeting	
December 16, 2025	Regular Council Meeting	

All Council Meetings Listed on This Meeting Schedule Are Regular Meetings as Defined In Municipal Code Section 2.20.010 (Government Code Section 54954)

DRAFT

ATTACHMENT 1

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 6/17/2025
ITEM NO: 12

DATE: June 12, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: Authorize the Town Manager to Execute Contracts Related to the Shannon Road Repair Project (CIP No. 811-0008), Including a Public Works Contract with Ground Control, Inc. in the Amount of $3,572,874, with Construction Change Orders Up to $357,287; Consultant Services Agreements with Haley & Aldrich Inc. in the Amount of $280,311 for Construction Management and $110,500 for Geotechnical Services; Consultant Services Agreement with Inspection Services Inc. in the Amount of $74,122.40 for Materials Testing; a Third Amendment to the Agreement with Nichols Consulting Engineers for an Increase of $68,700 for a Total Agreement Not to Exceed $555,600; and Approve Project Plans and Specifications and CEQA Exemption

RECOMMENDATION:

Staff recommends that the Town Council take the following actions regarding the Shannon Road Repair Project (CIP No. 811-0008):

a. Authorize the Town Manager to execute a public works contract with Ground Control, Inc. (Attachment 1) for the base bid in the amount of $3,572,874;
b. Authorize the Town Manager to execute construction change orders in an amount not to exceed ten percent (10%) of the construction contract award amount ($357,287);
c. Approve the project construction plans and specifications (Attachment 3) per Government Code 830.6 – Design Immunity;
d. Find this project Categorically Exempt under Section 15061(b)(3) & 15301(c) of the California Environmental Quality Act;
e. Authorize the Town Manager to execute a Consultant Services Agreement with Haley & Aldrich Inc. for Construction Management Services (Attachment 4) in an amount not to exceed $280,311;

PREPARED BY: Saurabh Nijhawan
Senior Civil Engineer

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

f. Authorize the Town Manager to execute a Consultant Services Agreement with Haley & Aldrich Inc. for Geotechnical Services (Attachment 5) for a total agreement in an amount not to exceed $110,500;
g. Authorize the Town Manager to execute a Consultant Services Agreement with Inspection Services Inc. for Materials Testing Services (Attachment 6) for a total agreement in an amount not to exceed $74,122.40; and
h. Authorize the Town Manager to execute the Third Amendment to the Consultant Services Agreement with Nichols Consulting Engineers (NCE) (Attachment 7) to increase the compensation by $68,700 for a total agreement amount not to exceed $555,600.

STRATEGIC PRIORITIES:

This project supports the Core Goal of **Quality Public Infrastructure**.

FISCAL IMPACT:

The FY 2024-25 CIP Budget for the Shannon Road Repair Project (CIP No. 811-0008) is sufficient for the recommended construction contract (including contingency and project delivery costs) and the consultant services contracts recommended here within. Future fiscal year funding will be subject to budget appropriations made during the Town's annual budget process.

BACKGROUND:

The portion of Shannon Road between Santa Rosa Drive and Diduca Way has experienced long-term pavement cracking and settlement. A geotechnical study was conducted in 2020, and the consultant recommended retaining walls and reconstruction of the westbound lane to stabilize the embankment. Continued deterioration of the roadway creates some urgency for a permanent solution.

On May 31, 2021, the Town entered into an agreement with Nichols Consulting Engineers to analyze and prepare design plans through construction. Plans were finished in November 2023, but the project could not proceed until the Town acquired the right-of-way needed to build retaining walls on the northern boundary of the project.

On March 31, 2025, the Town acquired the right-of-way needed for the construction of retaining walls allowing the project to proceed.

DISCUSSION:

The Shannon Road Repair Project was advertised for bid on April 25, 2025. On May 20, 2025, bid packages were opened, and nine contractors submitted bids. A summary of bid results is presented in Table 1 with Ground Control Inc. as the apparent low bidder. A detailed list of bid results is in Attachment 2.

Table 1. Bid Summary for Shannon Road Repair Project (CIP No. 811-0008)

Contractor	Base Bid
Engineer's Estimate	$3,597,700.00
Ground Control Inc.	$ 3,572,874.00
Granite Rock Company	$ 3,589,267.00
Ghilotti Construction Company, Inc.	$ 3,649,422.20
Rehak General Engineering	$ 3,694,840.00
Joseph J. Albanese, Inc.	$ 3,798,242.00
Granite Construction Company	$ 3,883,019.00
D-Line Constructors, Inc.	$ 4,163,317.50
Gordon N. Ball, Inc.	$ 4,177,015.00
Galeb Paving Inc.	$ 4,464,533.50

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 or design of a 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 for this project. The project construction plans are provided in Attachment 3 and can also be found at the following link: https://www.losgatosca.gov/DocumentCenter/View/42090/20-811-0008-Shannon-Road-Repair-Plans?bidId=

This project requires specialized construction support services. Staff sought services for construction management, geotechnical services, and materials testing from the Parks and Public Works list of on-call engineering consultants that was approved by Town Council on February 20, 2024. Three proposals for Construction Management and two proposals for Geotechnical Services were received.

Staff recommends that Haley & Aldrich Inc. be selected for both Construction Management (Attachment 4) and Geotechnical Services (Attachment 5) based on their qualifications and experience. This firm was the geotechnical engineer during the design phase, providing continuity during construction phase.

The Town received two proposals for materials testing and Inspection Services Inc. (Attachment 6) was selected based on quality of their proposal and ability to perform the work successfully.

Staff is also recommending a third amendment to the agreement for services with Nichols Consulting Engineers (NCE), the lead designer of the project, for construction support services and project management.

Shannon Road will be fully closed between Diduca Way and Santa Rosa Road for five to seven months. The Parks and Public Works will develop an outreach plan to notify neighbors, stakeholders, and emergency services. Communication tools will include project website, social

media posts, on-site changeable message signs, and notices to nearby residents. Staff will brief the Town Council with monthly construction updates.

The following fiscal table for the Shannon Road Repair Project (CIP No. 811-0008) displays FY2024-25 the current available project balance, proposed transactions requested with this staff report, and the resulting balance.

Shannon Road Repair		
CIP No. 811-0008		
Budget		
Existing Appropriations	$	5,963,069
Subtotal		**$5,963,069**
Expenditures		
Existing Expenditures		
Consultant Services - Nichols Consulting Engineers	$	549,973
Construction Services - Bosco Oil Inc	$	25,000
Construction Services - Bay Area Traffic	$	25,577
Construction Services - Pacific Highway	$	37,928
Construction Services - Traffic Management	$	7,581
Construction Services - Burke Williams	$	45,000
Land Acquisition	$	40,657
Other Project Costs	$	246
Expenditures Recommended with this Staff Report		
Construction Services - Ground Control Inc	$	3,572,874
Project Contingency	$	357,287
Consultant Services - Haley & Aldrivh Inc	$	280,311
Consultant Services - Haley & Aldrivh Inc	$	110,500
Consultant Services - Inspection Services Inc	$	74,122
Consultant Services - Nichols Consulting Engineers amendment	$	68,700
Subtotal	**$**	**4,463,795**
Balance	**$**	**1,499,274**

CONCLUSION:

The proposed actions would allow the Town to proceed with executing an agreement for construction services with Ground Control to install retaining wall and repair roadway on

Shannon Road.

COORDINATION:

This report has been coordinated with the Finance Department and the Town Attorney's Office.

ENVIRONMENTAL ASSESSMENT:

This is a project defined under CEQA as being Categorically Exempt pursuant to CEQA Guidelines Section 15061(b)(3) and 15301(c) (repairs and maintenance on existing facilities). A Notice of Exemption has been filed.

Attachments:
1. Construction Agreement with Exhibit A - Bid Summary
2. Bid Results
3. Construction Plans and Specifications
4. Agreement for Construction Management Services
5. Agreement for Geotechnical Services
6. Agreement for Materials Testing Services
7. Third Amendment to the Consulting Services Agreement

Contract

This public works contract ("Contract") is entered into by and between Town of Los Gatos ("Town") and Ground Control Inc. ("Contractor"), for work on the Shannon Road Repair Project #20-811-0008.

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 June 17, 2025, Town authorized award of this Contract to Contractor for the amount set forth in Section 4, below.

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: REVISED **GEOTECHNICAL AND ALTERNATIVES REPORT** dated 7 December 2020

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, Town will pay Contractor $3,572,874 ("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 118 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 $7,125 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:

Notices:
Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030
Invoices:
Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655
Email (preferred): AP@losgatosca.gov

Contractor:

Name: Ground Control Inc.
Address: 1485 Bayshore Blvd., Suite 451
City/State/Zip: San Francisco, CA 94124
Phone: 628-208-3997
Attn: Anthony Romero
Email: anthony@groundci.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:

s/_____
Chris Constantin, Town Manager

Date: _____

Approved as to form:

s/_____
Gabrielle, Whelan, Town Attorney

Date:_____

Attest:

s/_____
Wendy Wood, CMC, Town Clerk

Date: _____

CONTRACTOR: Ground Control

Jae Shin

Digitally signed by Jae Shin
DN: C=US, E=jae@groundci.com, O=Ground Control Inc., CN=Jae Shin
Date: 2025.06.06 10:04:59-07'00'

s/_____
Jae Shin, President

Date: 6/6/2025

END OF CONTRACT

Payment Bond

<_____> ("Town") and _____ ("Contractor") have entered into a contract for work on the <_____> Project ("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 inures 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: _____
City/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 <_____> 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

_____
Chris Constantin, Town Manager

END OF PAYMENT BOND

Performance Bond

<_____> ("Town") and _____ ("Contractor") have entered into a contract for work on the <_____> Project ("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: _____
City/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 <_____> 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

_____
Chris Constantin, Town Manager

END OF PERFORMANCE BOND

Base Bid				Ground Control Inc.		Granite Rock Company		Ghilotti Construction Company, Inc.		Rehak General Engineering		Joseph J. Albanese, Inc.		Granite Construction Company		D-Line Constructors, Inc.		Gordon N. Ball, Inc.		Galeb Paving Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization and Demobilization	1	LS	$ 110,284.00	$ 110,284.00	$ 260,000.00	$ 260,000.00	$ 323,000.00	$ 323,000.00	$ 320,000.00	$ 320,000.00	$ 205,000.00	$ 205,000.00	$ 388,270.00	$ 388,270.00	$ 273,000.00	$ 273,000.00	$ 100,000.00	$ 100,000.00	$ 375,464.00	$ 375,464.00
2	Traffic Control and Detour Plan	1	LS	$ 64,651.00	$ 64,651.00	$ 30,000.00	$ 30,000.00	$ 115,000.00	$ 115,000.00	$ 30,000.00	$ 30,000.00	$ 21,000.00	$ 21,000.00	$ 45,000.00	$ 45,000.00	$ 100,000.00	$ 100,000.00	$ 50,000.00	$ 50,000.00	$ 52,765.00	$ 52,765.00
3	Changeable Message Sign	4	EA	$ 8,563.00	$ 34,252.00	$ 4,500.00	$ 18,000.00	$ 6,100.00	$ 24,400.00	$ 4,500.00	$ 18,000.00	$ 4,300.00	$ 17,200.00	$ 5,000.00	$ 20,000.00	$ 8,000.00	$ 32,000.00	$ 5,000.00	$ 20,000.00	$ 5,585.00	$ 22,340.00
4	Water Pollution Control	1	LS	$ 22,241.00	$ 22,241.00	$ 750.00	$ 750.00	$ 30,000.00	$ 30,000.00	$ 5,000.00	$ 5,000.00	$ 23,000.00	$ 23,000.00	$ 40,000.00	$ 40,000.00	$ 20,000.00	$ 20,000.00	$ 40,000.00	$ 40,000.00	$ 21,000.00	$ 21,000.00
5	Clearing and Grubbing	1	LS	$ 19,818.00	$ 19,818.00	$ 31,900.00	$ 31,900.00	$ 17,000.00	$ 17,000.00	$ 300,000.00	$ 300,000.00	$ 24,000.00	$ 24,000.00	$ 126,000.00	$ 126,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 361,203.00	$ 361,203.00
6	Tree Removal (DBH < 12")	29	EA	$ 883.00	$ 25,607.00	$ 250.00	$ 7,250.00	$ 602.00	$ 17,458.00	$ 2,000.00	$ 58,000.00	$ 690.00	$ 20,010.00	$ 1,200.00	$ 34,800.00	$ 2,800.00	$ 81,200.00	$ 1,000.00	$ 29,000.00	$ 660.00	$ 19,140.00
7	Tree Removal (12"< DBH < 24")	10	EA	$ 2,510.00	$ 25,100.00	$ 1,500.00	$ 15,000.00	$ 1,110.00	$ 11,100.00	$ 3,000.00	$ 30,000.00	$ 1,900.00	$ 19,000.00	$ 1,400.00	$ 14,000.00	$ 2,800.00	$ 28,000.00	$ 2,000.00	$ 20,000.00	$ 1,870.00	$ 18,700.00
8	Tree Removal (24"< DBH < 36")	3	EA	$ 4,784.00	$ 14,352.00	$ 1,500.00	$ 4,500.00	$ 2,400.00	$ 7,200.00	$ 4,000.00	$ 12,000.00	$ 3,570.00	$ 10,710.00	$ 1,900.00	$ 5,700.00	$ 2,800.00	$ 8,400.00	$ 3,000.00	$ 9,000.00	$ 3,070.00	$ 9,210.00
9	Adjust Water Valve (Revocable)	1	EA	$ 2,686.00	$ 2,686.00	$ 1,250.00	$ 1,250.00	$ 1,880.00	$ 1,880.00	$ 3,000.00	$ 3,000.00	$ 1,300.00	$ 1,300.00	$ 1,100.00	$ 1,100.00	$ 15,000.00	$ 15,000.00	$ 1,000.00	$ 1,000.00	$ 750.00	$ 750.00
10	Protect Air Release Valve (ARV) and Remove and Replace ARV Suppor	1	EA	$ 4,098.00	$ 4,098.00	$ 2,000.00	$ 2,000.00	$ 1,900.00	$ 1,900.00	$ 2,000.00	$ 2,000.00	$ 7,030.00	$ 7,030.00	$ 2,200.00	$ 2,200.00	$ 45,000.00	$ 45,000.00	$ 2,000.00	$ 2,000.00	$ 5,000.00	$ 5,000.00
11	Structure Excavation for Wall (F)	690	CY	$ 122.00	$ 84,180.00	$ 225.00	$ 155,250.00	$ 170.00	$ 117,300.00	$ 200.00	$ 138,000.00	$ 303.00	$ 209,070.00	$ 395.00	$ 272,550.00	$ 700.00	$ 483,000.00	$ 200.00	$ 138,000.00	$ 80.00	$ 55,200.00
12	Structure Backfill for Wall (F)	285	CY	$ 83.00	$ 23,655.00	$ 458.00	$ 130,530.00	$ 182.00	$ 51,870.00	$ 300.00	$ 85,500.00	$ 230.00	$ 65,550.00	$ 110.00	$ 31,350.00	$ 700.00	$ 199,500.00	$ 100.00	$ 28,500.00	$ 183.00	$ 52,155.00
13	Embankment Fill (F)	340	CY	$ 86.00	$ 29,240.00	$ 142.00	$ 48,280.00	$ 160.00	$ 54,400.00	$ 300.00	$ 102,000.00	$ 57.00	$ 19,380.00	$ 75.00	$ 25,500.00	$ 700.00	$ 238,000.00	$ 200.00	$ 68,000.00	$ 215.00	$ 73,100.00
14	Offhaul and Disposal (Revocable)	1450	LCY	$ 102.00	$ 147,900.00	$ 63.00	$ 91,350.00	$ 68.00	$ 98,600.00	$ 75.00	$ 108,750.00	$ 52.00	$ 75,400.00	$ 100.00	$ 145,000.00	$ 56.00	$ 81,200.00	$ 45.00	$ 65,250.00	$ 102.40	$ 148,480.00
15	24-Inch Cast In Drilled Hole (CIDH) Concrete Piling	3400	LF	$ 149.40	$ 507,960.00	$ 55.00	$ 187,000.00	$ 135.00	$ 459,000.00	$ 75.00	$ 255,000.00	$ 104.00	$ 353,600.00	$ 120.00	$ 408,000.00	$ 98.00	$ 333,200.00	$ 220.00	$ 748,000.00	$ 88.10	$ 299,540.00
16	Steel Soldier Pile (W 14x53)	4116	LF	$ 100.00	$ 411,600.00	$ 148.00	$ 609,168.00	$ 64.00	$ 263,424.00	$ 95.00	$ 391,020.00	$ 72.00	$ 296,352.00	$ 100.00	$ 411,600.00	$ 91.50	$ 376,614.00	$ 100.00	$ 411,600.00	$ 131.00	$ 539,196.00
17	Structural Concrete (Lagging)	170	CY	$ 2,847.00	$ 483,990.00	$ 5,800.00	$ 986,000.00	$ 5,400.00	$ 918,000.00	$ 2,350.00	$ 399,500.00	$ 6,500.00	$ 1,105,000.00	$ 5,160.00	$ 877,200.00	$ 3,800.00	$ 646,000.00	$ 6,000.00	$ 1,020,000.00	$ 5,800.00	$ 986,000.00
18	Ground Anchor (Subhorizontal)	28	EA	$ 6,979.00	$ 195,412.00	$ 6,310.00	$ 176,680.00	$ 7,400.00	$ 207,200.00	$ 6,500.00	$ 182,000.00	$ 10,725.00	$ 300,300.00	$ 5,400.00	$ 151,200.00	$ 5,200.00	$ 145,600.00	$ 11,000.00	$ 308,000.00	$ 9,175.00	$ 256,900.00
19	Geocomposite Drain	8700	SF	$ 7.40	$ 64,380.00	$ 1.75	$ 15,225.00	$ 2.00	$ 17,400.00	$ 3.50	$ 30,450.00	$ 8.00	$ 69,600.00	$ 2.00	$ 17,400.00	$ 2.00	$ 17,400.00	$ 1.00	$ 8,700.00	$ 3.40	$ 29,580.00
20	Cable Railing	1208	LF	$ 98.00	$ 118,384.00	$ 48.75	$ 58,890.00	$ 48.75	$ 58,890.00	$ 100.00	$ 120,800.00	$ 57.00	$ 68,856.00	$ 50.00	$ 60,400.00	$ 83.50	$ 100,868.00	$ 50.00	$ 60,400.00	$ 83.60	$ 100,988.80
21	18" HDPE Storm Drain Pipe	72	LF	$ 227.00	$ 16,344.00	$ 410.00	$ 29,520.00	$ 260.00	$ 18,720.00	$ 250.00	$ 18,000.00	$ 1,135.00	$ 81,720.00	$ 225.00	$ 16,200.00	$ 400.00	$ 28,800.00	$ 350.00	$ 25,200.00	$ 257.25	$ 18,522.00
22	Precast Drop Inlet	1	EA	$ 6,476.00	$ 6,476.00	$ 3,750.00	$ 3,750.00	$ 4,700.00	$ 4,700.00	$ 10,000.00	$ 10,000.00	$ 9,000.00	$ 9,000.00	$ 8,100.00	$ 8,100.00	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00	$ 10,306.00	$ 10,306.00
23	Armored Swale	50	LF	$ 397.00	$ 19,850.00	$ 520.00	$ 26,000.00	$ 385.00	$ 19,250.00	$ 200.00	$ 10,000.00	$ 270.00	$ 13,500.00	$ 260.00	$ 13,000.00	$ 450.00	$ 22,500.00	$ 150.00	$ 7,500.00	$ 446.00	$ 22,300.00
24	Splash Pad	100	SF	$ 71.00	$ 7,100.00	$ 155.00	$ 15,500.00	$ 60.00	$ 6,000.00	$ 50.00	$ 5,000.00	$ 105.00	$ 10,500.00	$ 68.00	$ 6,800.00	$ 80.00	$ 8,000.00	$ 50.00	$ 5,000.00	$ 62.25	$ 6,225.00
25	Roadway Reconstruction with 18" FDR	1	LS	$ 312,500.00	$ 312,500.00	$ 125,000.00	$ 125,000.00	$ 195,000.00	$ 195,000.00	$ 200,000.00	$ 200,000.00	$ 149,000.00	$ 149,000.00	$ 130,000.00	$ 130,000.00	$ 200,000.00	$ 200,000.00	$ 310,000.00	$ 310,000.00	$ 236,159.00	$ 236,159.00
26	Hot Mix Asphalt Pavement (6-Inch)	1300	TON	$ 199.00	$ 258,700.00	$ 158.00	$ 205,400.00	$ 142.00	$ 184,600.00	$ 250.00	$ 325,000.00	$ 165.00	$ 214,500.00	$ 155.00	$ 201,500.00	$ 160.00	$ 208,000.00	$ 200.00	$ 260,000.00	$ 170.00	$ 221,000.00
27	Remove & Dispose/Recycle Existing Guardrail & Posts	80	LF	$ 100.00	$ 8,000.00	$ 75.00	$ 6,000.00	$ 5.00	$ 400.00	$ 100.00	$ 8,000.00	$ 57.00	$ 4,560.00	$ 5.00	$ 400.00	$ 44.00	$ 3,520.00	$ 25.00	$ 2,000.00	$ 81.40	$ 6,512.00
28	Midwest Guardrail System	1363	LF	$ 205.00	$ 279,415.00	$ 75.00	$ 102,225.00	$ 140.00	$ 190,820.00	$ 180.00	$ 245,340.00	$ 114.00	$ 155,382.00	$ 120.00	$ 163,560.00	$ 83.50	$ 113,810.50	$ 70.00	$ 95,410.00	$ 191.30	$ 260,741.90
29	Thermoplastic Traffic Striping - Caltrans Detail 22	1244	LF	$ 12.00	$ 14,928.00	$ 5.00	$ 6,220.00	$ 5.00	$ 6,220.00	$ 10.00	$ 12,440.00	$ 12.00	$ 14,928.00	$ 5.00	$ 6,220.00	$ 5.00	$ 6,220.00	$ 10.00	$ 12,440.00	$ 11.60	$ 14,430.40
30	Thermoplastic Traffic Striping - Caltrans Detail 27B	2439	LF	$ 7.00	$ 17,073.00	$ 2.00	$ 4,878.00	$ 2.00	$ 4,878.00	$ 10.00	$ 24,390.00	$ 4.00	$ 9,756.00	$ 2.00	$ 4,878.00	$ 2.00	$ 4,878.00	$ 3.00	$ 7,317.00	$ 4.00	$ 9,902.34
31	Thermoplastic Traffic Striping - Caltrans Detail 29	100	LF	$ 13.00	$ 1,300.00	$ 7.00	$ 700.00	$ 7.00	$ 700.00	$ 10.00	$ 1,000.00	$ 23.00	$ 2,300.00	$ 7.00	$ 700.00	$ 7.00	$ 700.00	$ 20.00	$ 2,000.00	$ 23.20	$ 2,320.00
32	Thermoplastic Traffic Striping - Caltrans Detail 38A	50	LF	$ 13.00	$ 650.00	$ 4.00	$ 200.00	$ 4.00	$ 200.00	$ 10.00	$ 500.00	$ 6.00	$ 300.00	$ 4.00	$ 200.00	$ 4.00	$ 200.00	$ 5.00	$ 250.00	$ 5.80	$ 290.00
33	Thermoplastic Traffic Striping - Caltrans Detail 39	177	LF	$ 7.00	$ 1,239.00	$ 3.00	$ 531.00	$ 3.00	$ 531.00	$ 10.00	$ 1,770.00	$ 4.00	$ 708.00	$ 3.00	$ 531.00	$ 3.00	$ 531.00	$ 3.00	$ 531.00	$ 4.06	$ 718.62
34	Thermoplastic Traffic Striping - Caltrans Detail 39A	72	LF	$ 9.00	$ 648.00	$ 3.00	$ 216.00	$ 3.00	$ 216.00	$ 10.00	$ 720.00	$ 4.00	$ 288.00	$ 3.00	$ 216.00	$ 3.00	$ 216.00	$ 3.00	$ 216.00	$ 3.77	$ 271.44
35	Thermoplastic Markings	30	SF	$ 27.00	$ 810.00	$ 15.00	$ 450.00	$ 15.00	$ 450.00	$ 10.00	$ 300.00	$ 23.00	$ 690.00	$ 15.00	$ 450.00	$ 15.00	$ 450.00	$ 20.00	$ 600.00	$ 23.20	$ 696.00
36	6-inch White Stripe	20	LF	$ 25.00	$ 500.00	$ 3.00	$ 60.00	$ 3.00	$ 60.00	$ 10.00	$ 200.00	$ 12.00	$ 240.00	$ 3.00	$ 60.00	$ 3.00	$ 60.00	$ 10.00	$ 200.00	$ 11.60	$ 232.00
37	Limit Line	10	LF	$ 57.00	$ 570.00	$ 12.00	$ 120.00	$ 12.00	$ 120.00	$ 10.00	$ 100.00	$ 25.00	$ 250.00	$ 12.00	$ 120.00	$ 12.00	$ 120.00	$ 20.00	$ 200.00	$ 23.20	$ 232.00
38	Blue Fire Hydrant Pavement Marker	1	EA	$ 273.00	$ 273.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 20.00	$ 20.00	$ 30.00	$ 30.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 25.00	$ 25.00	$ 29.00	$ 29.00
39	Sign(s) and Post	4	EA	$ 897.00	$ 3,588.00	$ 650.00	$ 2,600.00	$ 650.00	$ 2,600.00	$ 500.00	$ 2,000.00	$ 805.00	$ 3,220.00	$ 650.00	$ 2,600.00	$ 650.00	$ 2,600.00	$ 700.00	$ 2,800.00	$ 795.00	$ 3,180.00
40	Hydroseeding & Erosion Control Blanket	12680	SF	$ 1.00	$ 12,680.00	$ 1.80	$ 22,824.00	$ 0.89	$ 11,285.20	$ 3.00	$ 38,040.00	$ 0.90	$ 11,412.00	$ 2.30	$ 29,164.00	$ 1.00	$ 12,680.00	$ 0.70	$ 8,876.00	$ 1.05	$ 13,314.00
41	Remove and Replace Survey Monument (Revocable)	2	EA	$ 10,220.00	$ 20,440.00	$ 4,000.00	$ 8,000.00	$ 3,800.00	$ 7,600.00	$ 500.00	$ 1,000.00	$ 2,300.00	$ 4,600.00	$ 10,500.00	$ 21,000.00	$ 8,000.00	$ 16,000.00	$ 2,000.00	$ 4,000.00	$ 5,220.00	$ 10,440.00
Total					**$ 3,372,874.00**		**$ 3,389,267.00**		**$ 3,449,422.20**		**$ 3,494,840.00**		**$ 3,598,242.00**		**$ 3,683,019.00**		**$ 3,963,317.50**		**$ 3,977,015.00**		**$ 4,264,533.50**

				Ground Control Inc.		Granite Rock Company		Ghilotti Construction Company, Inc.		Rehak General Engineering		Joseph J. Albanese, Inc.		Granite Construction Company		D-Line Constructors, Inc.		Gordon N. Ball, Inc.		Galeb Paving Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
42	Supplemental Work (Revocable)	1	LS	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00
Total					**$ 200,000.00**		**$ 200,000.00**		**$ 200,000.00**		**$ 200,000.00**		**$ 200,000.00**		**$ 200,000.00**		**$ 200,000.00**		**$ 200,000.00**		**$ 200,000.00**

TOTAL (BASE + SUPPLEMENTAL)					**$ 3,572,874.00**		**$ 3,589,267.00**		**$ 3,649,422.20**		**$ 3,694,840.00**		**$ 3,798,242.00**		**$ 3,883,019.00**		**$ 4,163,317.50**		**$ 4,177,015.00**		**$ 4,464,533.50**

PROJECT
PLANS AND SPECIFICATIONS
FOR
Project #20-811-0008
SHANNON ROAD REPAIR

Bid Opening
Tuesday, May 20, 2025, 2:00 pm

ISSUE DATE: April 25, 2025

Issued April 25, 2025

SHANNON ROAD REPAIR
#20-811-0008

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Attachments:

A - Shannon Road Project Plans

B - Sample Contract

C - Blueprint for a Clean Bay

D - Storm Water Pollution Control Ordinance

1. NOTICE INVITING BIDS

1.1. Bid Submission

The Town of Los Gatos ("Town") will accept electronic bids for its Project # Shannon Road Repair Project #20-811-0008 ("Project"), by or before Tuesday, May 20, 2025, at 2:00 pm, via the Town's bidding site at https://procurement.opengov.com/portal/losgatosca, at which time the bids will be opened electronically, as further specified in the Instructions to Bidders.

1.2. Project Information

A. **Location and Description -** The Project involves the construction of solider pile, lagging retaining wall, earthwork, full depth reclamation of asphalt concrete, mid western guard rail, drainage improvements, striping, vegetation, and associated work on Shannon Road between Diduca Way and Santa Rosa Road, within the Town, as shown in **Attachment A**, Project Plans, incorporated herein.

B. **Time for Final Completion -** The Project must be fully completed within 118 calendar days from the start date set forth in the Notice to Proceed.

C. **Estimated Cost -** The estimated construction cost is $3800000.

1.3. License and Registration Requirements

A. **License -** This Project requires a valid California contractor's license for the following classification(s): Class A.

B. **DIR Registration -** Town may not accept a Bid Proposal from or enter into the Contract with a bidder, without proof that the bidder is registered with the California Department of Industrial Relations ("DIR") to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.

1.4. Contract Documents

The plans, specifications, bid forms and contract documents for the Project, and any addenda thereto ("Contract Documents") may be downloaded from Town's bidding site https://procurement.opengov.com/portal/losgatosca. Printed copy of the Contract Documents is not available from the Town.

1.5. Bid Security

The Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier's or certified check made payable to Town, or a bid bond executed by a surety licensed to do business in the State of California on the Bid Bond form included with the Contract Documents. The bid security must guarantee that within ten days after Town issues the Notice of Potential Award, the successful bidder will execute the Contract and submit the payment and performance bonds, insurance certificates and endorsements, valid Certificates of Reported Compliance as required under the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation

(13 CCR § 2449 et seq.) ("Off-Road Regulation"), if applicable, and any other submittals required by the Contract Documents and as specified in the Notice of Potential Award.

1.6. Prevailing Wage Requirements

A. **General -** Pursuant to California Labor Code § 1720 et seq., 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.

B. **Rates -** The prevailing rates are on file with the Town and are available online at http://www.dir.ca.gov/DLSR. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

C. **Compliance -** The Contract will be subject to compliance monitoring and enforcement by the DIR, under Labor Code § 1771.4.

1.7. Retention

The percentage of retention that will be withheld from progress payments is 5 %.

1.8. Performance and Payment Bonds

The successful bidder will be required to provide performance and payment bonds, each for 100% of the Contract Price, as further specified in the Contract Documents.

1.9. Substitution of Securities

Substitution of appropriate securities in lieu of retention amounts from progress payments is permitted under Public Contract Code § 22300

1.10. Subcontractor List

Each Subcontractor must be registered with the DIR to perform work on public projects. Each bidder must submit a completed Subcontractor List form with its Bid Proposal, including the name, location of the place of business, California contractor license number, DIR registration number, and percentage of the Work to be performed (based on the base bid price) for each Subcontractor that will perform Work or service or fabricate or install Work for the prime contractor in excess of one-half of 1% of the bid price, using the Subcontractor List form included with the Contract Documents.

1.11. Instructions to Bidders

All bidders should carefully review the Instructions to Bidders for more detailed information before submitting a Bid Proposal. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, as defined therein, including this Notice Inviting Bids.

By: **/s/ Wendy Wood, Town Clerk**

Publication Date: Friday, April 25, 2025

2. Instructions to Bidders

Each Bid Proposal submitted to **Town of Los Gatos** ("Town") for its Shannon Road Repair Project #20-811-0008 ("Project") must be submitted in accordance with the following instructions and requirements:

2.1. Bid Submission

A. **General -** Each bidder must register for an account on the Town's bidding site, https://procurement.opengov.com/portal/losgatosca to submit the Bid Proposal electronically. Plans, Specifications, and Addendums (if any) may be viewed and downloaded free of charge via the internet at https://procurement.opengov.com/portal/losgatosca. To be included on the Plan Holder's List for the Project, registered users must download the Plans and Specifications from the bidding website. Each Bid Proposal must be completed and submitted electronically through the bidding site, with all required forms and attachments, by or before the date and time set forth in Section 1 of the Notice Inviting Bids, or as amended by subsequent addendum. Faxed or emailed Bid Proposals will not be accepted. Late submissions will not be considered. Town reserves the right to postpone the date or time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from Town. The bid price(s) must include all costs to perform the Work as specified, including all labor, material, supplies, and equipment and all other direct or indirect costs such as applicable taxes, insurance and overhead.

B. **Bid Opening -** Bids timely submitted via the Town's bidding portal will be opened and publicly read aloud during a Zoom meeting after bids have closed on the day and time listed above. Here is the Zoom link to participate: https://losgatosca-gov.zoom.us/j/86430775787 Meeting ID 86430775787

C. **DIR Registration -** Subject to limited legal exceptions for joint venture bids and federally-funded projects, Town may not accept a Bid Proposal from a bidder without proof that the bidder is registered with the DIR to perform public work under Labor Code § 1725.5. If Town is unable to confirm that the bidder is currently registered with the DIR, Town may disqualify the bidder and disregard its bid. (Labor Code §§ 1725.5 and 1771.1(a).)

2.2. Bid Proposal

A Bid Proposal submitted with exceptions or terms such as "negotiable," "will negotiate," or similar, will be considered nonresponsive. Each Bid Proposal must be accompanied by bid security, as set forth in Section titled "Bid Security" below, and by a completed Subcontractor List and Non-Collusion Declaration using the forms included with the Contract Documents, and any other required enclosures, as applicable.

2.3. Bid Security

Each Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier's check or certified check, made payable to the Town, or bid bond using the form included in the Contract Documents and executed by a surety licensed to do business in the State of California. The bid security must guarantee that, within ten days after issuance of the Notice of Potential Award, the bidder will: execute and submit the enclosed Contract for the bid price; submit payment and performance bonds for 100% of the maximum Contract Price; submit the insurance certificates and endorsements; and submit valid Certificates of Reported Compliance as required by the Off-Road Regulation, if applicable, and any other submittals, if any, required by the Contract Documents or the Notice of Potential Award. A Bid Proposal may not be withdrawn for a period of 60 days after the bid opening without forfeiture of the bid security, except as authorized for material error under Public Contract Code § 5100 et seq.

The bid security or bid bond with original signatures must be submitted to the following address, by the bid submission time and date set forth in the Notice Inviting Bids:

Shannon Road Repair Project
Attn: Saurabh Nijhawan
41 Miles Avenue
Los Gatos, CA, 95030

2.4. 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 $7,125 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.

2.5. Requests for Information

Questions or requests for clarifications regarding the Project, the bid procedures, or any of the Contract Documents must be submitted through the Town's bidding site https://procurement.opengov.com/portal/losgatosca and received a minimum of five (5) working days prior to the scheduled bid opening. Oral responses are not authorized and are not binding on the Town. Bidders should submit any such written inquiries at least five Working Days before the scheduled bid opening. Questions received any later might not be addressed before the bid deadline. An interpretation or clarification by Town in response to Questions or requests for clarifications will be issued through an addendum no later than 72 hours prior to bid opening.

2.6. Pre-Bid Investigation

A. **General -** Each bidder is solely responsible at its sole expense for diligent and thorough review of the Contract Documents, examination of the Project site, and reasonable and prudent inquiry concerning known and potential site and area conditions prior to submitting a Bid Proposal. Each bidder is responsible for knowledge of conditions and requirements which reasonable review and investigation would have disclosed. However, except for any areas that are open to

the public at large, bidders may not enter property owned or leased by the Town or the Project site without prior written authorization from Town.

B. **Document Review -** Each bidder is responsible for review of the Contract Documents and any informational documents provided "For Reference Only," e.g., as-builts, technical reports, test data, and the like. A bidder is responsible for notifying Town of any errors, omissions, inconsistencies, or conflicts it discovers in the Contract Documents, acting solely in its capacity as a contractor and subject to the limitations of Public Contract Code § 1104. Notification of any such errors, omissions, inconsistencies, or conflicts must be submitted in writing to the Town no later than five Working Days before the scheduled bid opening. (See Section 5, above.) Town expressly disclaims responsibility for assumptions a bidder might draw from the presence or absence of information provided by Town.

C. **Project Site -** Questions regarding the availability of soil test data, water table elevations, and the like should be submitted to the Town through the bidding site, as specified in Section 5, above. Any subsurface exploration at the Project site must be done at the bidder's expense, but only with prior written authorization from Town. All soil data and analyses available for inspection or provided in the Contract Documents apply only to the test hole locations. Any water table elevation indicated by a soil test report existed on the date the test hole was drilled. The bidder is responsible for determining and allowing for any differing soil or water table conditions during construction. Because groundwater levels may fluctuate, difference(s) in elevation between ground water shown in soil boring logs and ground water actually encountered during construction will not be considered changed Project site conditions. Actual locations and depths must be determined by bidder's field investigation. The bidder may request access to underlying or background information on the Project site in Town's possession that is necessary for the bidder to form its own conclusions, including, if available, record drawings or other documents indicating the location of subsurface lines, utilities, or other structures.

D. **Utility Company Standards -** The Project must be completed in a manner that satisfies the standards and requirements of any affected utility companies or agencies (collectively, "utility owners"). The successful bidder may be required by the third party utility owners to provide detailed plans prepared by a California registered civil engineer showing the necessary temporary support of the utilities during coordinated construction work. Bidders are directed to contact the affected third party utility owners about their requirements before submitting a Bid Proposal.

2.7. Bidders Interested in More Than One Bid

No person, firm, or corporation may submit or be a party to more than one Bid Proposal unless alternate bids are specifically called for. However, a person, firm, or corporation that has submitted a subcontract proposal or quote to a bidder may submit subcontract proposals or quotes to other bidders.

2.8. Addenda

Any addenda issued prior to the bid opening are part of the Contract Documents. Subject to the limitations of Public Contract Code § 4104.5, Town reserves the right to issue addenda prior to bid time. Each bidder is solely responsible for ensuring it has received and reviewed all addenda prior to submitting its bid. Bidders should check Town's site periodically for any addenda or updates on the Project at https://procurement.opengov.com/portal/losgatosca.

2.9. Brand Designations and "Or Equal" Substitutions

Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an equal item must be submitted with the written request for substitution. A request for substitution must be submitted within 35 days after Notice of Potential Award unless otherwise provided in the Contract Documents. This provision does not apply to materials, products, things, or services that may lawfully be designated by a specific brand or trade name under Public Contract Code § 3400(c).

2.10. Bid Protest

Any bid protest against another bidder must be submitted in writing and received by Town sent via email to Gary Heap, Town Engineer, at gheap@losgatosca.gov before 5:00 p.m. no later than two Working Days following bid opening ("Bid Protest Deadline") and must comply with the following requirements:

A. **General -** Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. For purposes of this Section 10, a "Working Day" means a day that Town is open for normal business, and excludes weekends and holidays observed by Town. Pursuant to Public Contract Code § 4104, inadvertent omission of a Subcontractor's DIR registration number on the Subcontractor List form is not grounds for a bid protest, provided it is corrected within 24 hours of the bid opening or as otherwise provided under Labor Code § 1771.1(b).

B. **Protest Contents -** The bid protest must contain a complete statement of the basis for the protest and must include all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the protesting bidder and any person submitting the protest on behalf of or as an authorized representative of the protesting bidder.

C. **Copy to Protested Bidder -** Upon submission of its bid protest to Town, the protesting bidder must also concurrently transmit the protest and all supporting documents to the protested bidder, and to any other bidder who has a reasonable prospect of receiving an award depending

upon the outcome of the protest, by email or hand delivery to ensure delivery before the Bid Protest Deadline.

D. **Response to Protest -** The protested bidder may submit a written response to the protest, provided the response is received by Town before 5:00 p.m., within two Working Days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must attach all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person responding on behalf of or representing the protested bidder if different from the protested bidder.

E. **Copy to Protesting Bidder -** Upon submission of its response to the bid protest to the Town, the protested bidder must also concurrently transmit by email or hand delivery, by or before the Response Deadline, a copy of its response and all supporting documents to the protesting bidder and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

F. **Exclusive Remedy -** The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

G. **Right to Award -** Town reserves the right, acting in its sole discretion, to reject any bid protest that it determines lacks merit, to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a Notice to Proceed with the Work notwithstanding any pending or continuing challenge to its determination.

2.11. Reservation of Rights

Town reserves the unfettered right, acting in its sole discretion, to waive or to decline to waive any immaterial bid irregularities; to accept or reject any or all bids; to cancel or reschedule the bid; to postpone or abandon the Project entirely; or to perform all or part of the Work with its own forces. The Contract will be awarded, if at all, within 60 days after opening of bids or as otherwise specified in the Special Conditions, to the responsible bidder that submitted the lowest responsive bid. Any planned start date for the Project represents the Town's expectations at the time the Notice Inviting Bids was first issued. Town is not bound to issue a Notice to Proceed by or before such planned start date, and it reserves the right to issue the Notice to Proceed when the Town determines, in its sole discretion, the appropriate time for commencing the Work. The Town expressly disclaims responsibility for any assumptions a bidder might draw from the presence or absence of information provided by the Town in any form. Each bidder is solely responsible for its costs to prepare and submit a bid, including site investigation costs.

2.12. Bonds

Within ten calendar days following Town's issuance of the Notice of Potential Award to the successful bidder, the bidder must submit payment and performance bonds to Town as specified in the Contract

Documents using the bond forms included in the Contract Documents. All required bonds must be calculated on the maximum total Contract Price as awarded, including additive alternates, if applicable.

2.13. License(s)

The successful bidder and its Subcontractor(s) must possess the California contractor's license(s) in the classification(s) required by law to perform the Work. The successful bidder must also obtain a Town business license within ten (10) days following Town's issuance of the Notice of Potential Award. Subcontractors must also obtain a Town business license before performing any Work.

2.14. Ineligible Subcontractor

Any Subcontractor who is ineligible to perform work on a public works project under Labor Code §§ 1777.1 or 1777.7 is prohibited from performing work on the Project.

2.15. Safety Orders

If the Project includes construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet or deeper, each bid must include a bid item for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which comply with safety orders as required by Labor Code § 6707.

2.16. In-Use Off-Road Diesel-Fueled Fleets

If the Project involves the use of vehicles subject to the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.) ("Off-Road Regulation"), then within ten calendar days following Town's issuance of the Notice of Potential Award to the successful bidder, the bidder must submit to Town valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, in accordance with the Off-Road Regulation, unless exempt under the Off-Road Regulation.

2.17. Subcontractor Work Limits

The prime contractor must perform at least 20% of the Work on the Project, calculated as a percentage of the base bid price, with its own forces, except for any Work identified as "Specialty Work" in the Contract Documents. The total bid amount for any such Specialty Work, as shown on the Bid Schedule, may be deducted from the base bid price before computing the 20% self-performance requirement. The remaining Work may be performed by qualified Subcontractor(s).

2.18. Additive and Deductive Alternates

As required by Public Contract Code § 20103.8, if this bid solicitation includes additive or deductive items, the following method will be used to determine the lowest bid: The lowest bid will be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

2.19. Bid Schedule

Each bidder must complete the Bid Schedule form with unit prices as indicated, and submit the completed Bid Schedule with its Bid Proposal.

A. **Estimated Quantities -** Unless identified as a "Final Pay Quantity," the quantities shown on the Bid Schedule are estimated and the actual quantities required to perform the Work may be greater or less than the estimated amount. The Contract Price will be adjusted to reflect the actual quantities required for the Work based on the itemized or unit prices provided in the Bid Schedule, with no allowance for anticipated profit for quantities that are deleted or decreased, and no increase in the unit price, and without regard to the percentage increase or decrease of the estimated quantity and the actual quantity.

2.20. For Reference Only

The following documents are provided "For Reference Only," as defined in Section 3.4 of the General Conditions:

(Please list all attachments in alphabetical order in the format shown below and then delete this instruction)

- ATTACHMENT C - Blueprint for a Clean Bay
- ATTACHMENT D - Town of Los Gatos Storm Water Pollution Control Ordinance

3. Bid Schedule

This Bid Schedule must be completed and included with the Bid Proposal. Pricing must be provided for each Bid Item as indicated. Items marked "(SW)" are Specialty Work that must be performed by a qualified Subcontractor. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total Amount" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal form.

AL = Allowance CF = Cubic Feet CY = Cubic Yard EA = Each LB = Pounds
LF = Linear Foot LS = Lump Sum SF = Square Feet TON = Ton (2000 lbs)

TABLE 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization and Demobilization	1	LS		
2	Traffic Control and Detour Plan	1	LS		
3	Changeable Message Sign	4	EA		
4	Water Pollution Control	1	LS		
5	Clearing and Grubbing	1	LS		
6	Tree Removal (DBH ≤ 12")	29	EA		
7	Tree Removal (12"< DBH ≤ 24")	10	EA		
8	Tree Removal (24"< DBH ≤ 36")	3	EA		
9	Adjust Water Valve (Revocable)	1	EA		
10	Protect Air Release Valve (ARV) and Remove and Replace ARV Support Structure	1	EA		
11	Structure Excavation for Wall (F)	690	CY		
12	Structure Backfill for Wall (F)	285	CY		
13	Embankment Fill (F)	340	CY		
14	Offhaul and Disposal (Revocable)	1,450	LCY		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15	24-Inch Cast In Drilled Hole (CIDH) Concrete Piling	3,400	LF		
16	Steel Soldier Pile (W 14x53)	4,116	LF		
17	Structural Concrete (Lagging)	170	CY		
18	Ground Anchor (Subhorizontal)	28	EA		
19	Geocomposite Drain	8,700	SF		
20	Cable Railing	1,208	LF		
21	18" HDPE Storm Drain Pipe	72	LF		
22	Precast Drop Inlet	1	EA		
23	Armored Swale	50	LF		
24	Splash Pad	100	SF		
25	Roadway Reconstruction with 18" FDR	1	LS		
26	Hot Mix Asphalt Pavement (6-Inch)	1,300	TON		
27	Remove & Dispose/Recycle Existing Guardrail & Posts	80	LF		
28	Midwest Guardrail System	1,363	LF		
29	Thermoplastic Traffic Striping - Caltrans Detail 22	1,244	LF		
30	Thermoplastic Traffic Striping - Caltrans Detail 27B	2,439	LF		
31	Thermoplastic Traffic Striping - Caltrans Detail 29	100	LF		
32	Thermoplastic Traffic Striping - Caltrans Detail 38A	50	LF		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
33	Thermoplastic Traffic Striping - Caltrans Detail 39	177	LF		
34	Thermoplastic Traffic Striping - Caltrans Detail 39A	72	LF		
35	Thermoplastic Markings	30	SF		
36	6-inch White Stripe	20	LF		
37	Limit Line	10	LF		
38	Blue Fire Hydrant Pavement Marker	1	EA		
39	Sign(s) and Post	4	EA		
40	Hydroseeding & Erosion Control Blanket	12,680	SF		
41	Remove and Replace Survey Monument (Revocable)	2	EA		
TOTAL					

TABLE 2

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
42	Supplemental Work (Revocable)	1	LS	$200,000.00	
TOTAL					

4. Vendor Questionnaire

4.1. Formation date of company*

*Response required

4.2. Number of years providing the specified services*

*Response required

4.3. Indicate whether Proposer has ever failed to complete any Agreement awarded to it. If so, note when, where, and why. Attach additional sheets, if necessary. *

*Response required

4.4. Indicate whether Proposer has been or is the subject of a bankruptcy or insolvency proceeding or subject to assignment for the benefit of creditors. *

*Response required

4.5. Will you be using subcontractor/s?*

☐ Yes
☐ No

*Response required

When equals "Yes"

*4.5.1. Subcontractor's list**

Please download the below documents, complete, and upload.

- Subsontractors_list.pdf

*Response required

4.6. Please provide Bid Bond*

Please download the below documents, complete, and upload.

- bid_bond.pdf

*Response required

4.7. Noncollusion Declaration*

Please download the below documents, complete, and upload.

- Noncollusion_declaration_fo...

*Response required

4.8. Bidder's Certifications and Warranties. *

By confirming and submitting this Bid Proposal, Bidder certifies and warrants the following:

A. **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder's knowledge, there are no errors, omissions, or discrepancies in the Contract Documents, subject to the limitations of Public Contract Code § 1104.

B. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this bid. Bidder waives any claims it might have against the Town based on its failure to receive, access, or review any addenda for any reason.

C. **Examination of Worksite.** Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.

D. **Bidder Responsibility.** Bidder is a responsible bidder, with the necessary ability, capacity, experience, skill, qualifications, workforce, equipment, and resources to perform or cause the Work to be performed in accordance with the Contract Documents and within the Contract Time.

E. **Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed bid. All statements and information provided in this Bid Proposal and enclosures are true and correct to the best of Bidder's knowledge.

F. **Nondiscrimination.** In preparing this bid, the Bidder has not engaged in discrimination against any prospective or present employee or Subcontractor on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status.

G. **Iran Contracting Act.** If the Contract Price exceeds $1,000,000, Bidder 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.

☐ Please confirm

*Response required

4.9. Award of Contract*

Award of Contract. By confirming and submitting this Bid Proposal, Bidder agrees that, if Town issues the Notice of Potential Award to Bidder, then within ten days following issuance of the Notice of Potential Award to Bidder, Bidder will do all of the following:

A. **Execute Contract.** Enter into the Contract with Town in accordance with the terms of this Bid Proposal, by signing and submitting to Town the Contract prepared by Town using the form included with the Contract Documents;

B. **Submit Required Bonds.** Submit to Town a payment bond and a performance bond, each for 100% of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents;

C. **Insurance Requirements.** Submit to Town the insurance certificate(s) and endorsement(s) as required by the Contract Documents; and

D. **Certificates of Reported Compliance.** Submit to Town valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, if the Project involves the use of vehicles subject to the Off-Road Regulation. (See Section 16 of the Instructions to Bidders.)

☐ Please confirm

*Response required

5. General Conditions

Article 1 - Definitions

Definitions - The following definitions apply to all of the Contract Documents unless otherwise indicated, e.g., additional definitions that apply solely to the Specifications or other technical documents. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the following (in any tense or form): “day,” “furnish,” “including,” “install,” “work day,” or “working day.”

Allowance means a specific amount that must be included in the Bid Proposal for a specified purpose.

Article, as used in these General Conditions, means a numbered Article of the General Conditions, unless otherwise indicated by the context.

Change Order means a written document duly approved and executed by Town, which changes the scope of Work, the Contract Price, or the Contract Time.

Claim means a separate demand by Contractor for a change in the Contract Time or Contract Price, that has previously been submitted to Town in accordance with the requirements of the Contract Documents, and which has been rejected by Town, in whole or in part; or a written demand by Contractor objecting to the amount of Final Payment.

Contract means the signed agreement between Town and Contractor for performing the Work required for the Project, and all documents expressly incorporated therein.

Contract Documents means, collectively, all of the documents listed as such in Section 2 of the Contract, including the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal and attachments thereto; the Contract; the Notice of Potential Award and Notice to Proceed; the payment and performance bonds; the General Conditions; the Special Conditions; the Project Plans and Specifications; any Change Orders; and any other documents which are clearly and unambiguously made part of the Contract Documents. The Contract Documents do not include documents provided “For Reference Only,” or documents that are intended solely to provide information regarding existing conditions.

Contract Price means the total compensation to be paid to Contractor for performance of the Work, as set forth in the Contract and as may be amended by Change Order or adjusted for an Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, supplies, or equipment following submission of the Bid Proposal.

Contract Time means the time specified for complete performance of the Work, as set forth in the Contract and as may be amended by Change Order.

Contractor means the individual, partnership, corporation, or joint-venture that has signed the Contract with Town to perform the Work.

Day means a calendar day unless otherwise specified.

Design Professional means the licensed individual(s) or firm(s) retained by Town to provide architectural, engineering, or other design professional services for the Project. If no Design Professional has been retained for this Project, any reference to Design Professional is deemed to refer to the Engineer.

DIR means the California Department of Industrial Relations.

Drawings has the same meaning as Plans.

Engineer means the Town Engineer and his or her authorized delegees.

Excusable Delay is defined in Section 5.3(B), Excusable Delay.

Extra Work means new or unforeseen work added to the Project, as determined by the Engineer in his or her sole discretion, including Work that was not part of or incidental to the scope of the Work when the Contractor's bid was submitted; Work that is substantially different from the Work as described in the Contract Documents at bid time; or Work that results from a substantially differing and unforeseeable condition.

Final Completion means Contractor has fully completed all of the Work required by the Contract Documents to the Town's satisfaction, including all punch list items and any required commissioning or training, and has provided the Town with all required submittals, including the instructions and manuals, product warranties, and as-built drawings.

Final Payment means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld or deducted pursuant to the Contract Documents.

Furnish means to purchase and deliver for the Project.

Government Code Claim means a claim submitted pursuant to California Government Code § 900 et seq.

Hazardous Materials means any substance or material identified now or in the future as hazardous under any Laws, or any other substance or material that may be considered hazardous or otherwise subject to Laws governing handling, disposal, or cleanup.

Including, whether or not capitalized, means "including, but not limited to," unless the context clearly requires otherwise.

Inspector means the individual(s) or firm(s) retained or employed by Town to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all Laws.

Install means to fix in place for materials, and to fix in place and connect for equipment.

Laws means all applicable local, state, and federal laws, regulations, rules, codes, ordinances, permits, orders, and the like enacted or imposed by or under the auspices of any governmental entity with jurisdiction over any of the Work or any performance of the Work, including health and safety requirements.

Non-Excusable Delay is defined in Section 5.3(D), Non-Excusable Delay.

Plans means the Town-provided plans, drawings, details, or graphical depictions of the Project requirements, but does not include Shop Drawings.

Project means the public works project referenced in the Contract, as modified by any Project alternates elected by Town, if any.

Project Manager means the individual designated by Town to oversee and manage the Project on Town's behalf and may include his or her authorized delegee(s) when the Project Manager is unavailable. If no Project Manager has been designated for this Project, any reference to Project Manager is deemed to refer to the Engineer.

Recoverable Costs is defined in Section 5.3(F), Recoverable Costs.

Request for Information or **RFI** means Contractor's written request for information about the Contract Documents, the Work or the Project, submitted to Town in the manner and format specified by Town.

Section, when capitalized in these General Conditions, means a numbered section or subsection of the General Conditions, unless the context clearly indicates otherwise.

Shop Drawings means drawings, plan details or other graphical depictions prepared by or on behalf of Contractor, and subject to Town acceptance, which are intended to provide details for fabrication, installation, and the like, of items required by or shown in the Plans or Specifications.

Specialty Work means Work that must be performed by a specialized Subcontractor with the specified license or other special certification, and that the Contractor is not qualified to self-perform.

Specifications means the technical, text specifications describing the Project requirements, which are prepared for and incorporated into the Contract by or on behalf of Town, and does not include the Contract, General Conditions or Special Conditions.

Subcontractor means an individual, partnership, corporation, or joint-venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors of all tiers, unless otherwise indicated by the context. A third party such as a utility performing related work on the Project is not a Subcontractor, even if Contractor must coordinate its Work with the third party.

Technical Specifications has the same meaning as Specifications.

Town means the Town of Los Gatos, acting through its Town Council, officers, employees, Town Engineer, and any other authorized representatives.

Town Engineer means the Engineer for Town and his or her authorized delegee(s).

Work means all of the construction and services necessary for or incidental to completing the Project in conformance with the requirements of the Contract Documents.

Work Day or **Working Day**, whether or not capitalized, means a weekday when the Town is open for business, and does not include holidays observed by the Town.

Worksite means the place or places where the Work is performed, which includes, but may extend beyond the Project site, including separate locations for staging, storage, or fabrication.

Article 2 - Roles and Responsibilities

2.1 Town.

A. ***Town Council.*** The Town Council has final authority in all matters affecting the Project, except to the extent it has delegated authority to the Engineer.

B. ***Engineer.*** The Engineer, acting within the authority conferred by the Town Council, is responsible for administration of the Project on behalf of Town, including authority to provide directions to the Design Professional and to Contractor to ensure proper and timely completion of the Project. The Engineer's decisions are final and conclusive within the scope of his or her authority, including interpretation of the Contract Documents.

C. ***Project Manager.*** The Project Manager assigned to the Project will be the primary point of contact for the Contractor and will serve as Town's representative for daily administration of the Project on behalf of Town. Unless otherwise specified, all of Contractor's communications to Town (in any form) will go to or through the Project Manager. Town reserves the right to reassign the Project Manager role at any time or to delegate duties to additional Town representatives, without prior notice to or consent of Contractor.

D. ***Design Professional.*** The Design Professional is responsible for the overall design of the Project and, to the extent authorized by Town, may act on Town's behalf to ensure performance of the Work in compliance with the Plans and Specifications, including any design changes authorized by Change Order. The Design Professional's duties may include review of Contractor's submittals, visits to any Worksite, inspecting the Work, evaluating test and inspection results, and participation in Project-related meetings, including any pre-construction conference, weekly meetings, and coordination meetings. The Design Professional's interpretation of the Plans or Specifications is final and conclusive.

2.2 Contractor.

A. ***General.*** Contractor must provide all labor, materials, supplies, equipment, services, and incidentals necessary to perform and timely complete the Work in strict accordance with the Contract Documents, and in an economical and efficient manner in the best interests of Town, and with minimal inconvenience to the public.

B. ***Responsibility for the Work and Risk of Loss.*** Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for and required to exercise full control over the Work, including the construction means, methods, techniques, sequences, procedures, safety precautions and programs, and coordination of all portions of the Work with that of all other contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions. Contractor's responsibilities extend to any plan, method or sequence suggested, but not required by Town or specified in the Contract Documents. From the date of

commencement of the Work until either the date on which Town formally accepts the Project or the effective date of termination of the Contract, whichever is later, Contractor bears all risks of injury or damage to the Work and the materials and equipment delivered to any Worksite, by any cause including fire, earthquake, wind, weather, vandalism, or theft.

C. ***Project Administration.*** Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents. Before starting the Work, Contractor must designate in writing and provide complete contact information, including telephone numbers and email address, for the officer or employee in Contractor's organization who is to serve as Contractor's primary representative for the Project, and who has authority to act on Contractor's behalf. A Subcontractor may not serve as Contractor's primary representative.

D. ***On-Site Superintendent.*** Contractor must, at all times during performance of the Work, provide a qualified and competent full-time superintendent acceptable to Town, and assistants as necessary, who must be physically present at the Project site while any aspect of the Work is being performed. The superintendent must have full authority to act and communicate on behalf of Contractor, and Contractor will be bound by the superintendent's communications to Town. Town's approval of the superintendent is required before the Work commences. If Town is not satisfied with the superintendent's performance, Town may request a qualified replacement of the superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract Time, until an approved superintendent is physically present to supervise the Work. Contractor must provide written notice to Town, as soon as practicable, before replacing the superintendent.

E. ***Standards.*** Contractor must, at all times, ensure that the Work is performed in an efficient, skillful manner following best practices and in full compliance with the Contract Documents, Laws, and applicable manufacturer's recommendations. Contractor has a material and ongoing obligation to provide true and complete information, to the best of its knowledge, with respect to all records, documents, or communications pertaining to the Project, including oral or written reports, statements, certifications, Change Order requests, or Claims.

F. ***Meetings.*** Contractor, its project manager, superintendent and any primary Subcontractors requested by Town, must attend a pre-construction conference, if requested by Town, as well as weekly Project progress meetings scheduled with Town. If applicable, Contractor may also be required to participate in coordination meetings with other parties relating to other work being performed on or near the Project site or in relation to the Project, including work or activities performed by Town, other contractors, or other utility owners.

G. ***Construction Records.*** Contractor will maintain up-to-date, thorough, legible, and dated daily job reports, which document all significant activity on the Project for each day that Work is performed on the Project. The daily report for each day must include the number of workers at the Project site; primary Work activities; major deliveries; problems encountered, including

injuries, if any; weather and site conditions; and delays, if any. Contractor will take date and time-stamped photographs to document general progress of the Project, including site conditions prior to construction activities, before and after photographs at offset trench laterals, existing improvements and utilities, damage and restoration. Contractor will maintain copies of all subcontracts, Project-related correspondence with Subcontractors, and records of meetings with Subcontractors. Upon request by the Town, Contractor will permit review of and/or provide copies of any of these construction records.

H. ***Responsible Party.*** Contractor is solely responsible to Town for the acts or omissions of any Subcontractors, or any other party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or the Subcontractors. Upon Town's written request, Contractor must promptly and permanently remove from the Project, at no cost to Town, any employee or Subcontractor or employee of a Subcontractor who the Engineer has determined to be incompetent, intemperate or disorderly, or who has failed or refused to perform the Work as required under the Contract Documents.

I. ***Correction of Defects.*** Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by Town to be deficient or defective in any way, including workmanship, materials, parts, or equipment. Workmanship, materials, parts, or equipment that do not conform to the requirements under the Plans, Specifications, and other Contract Documents, as determined by Town, will be considered defective and subject to rejection. Contractor must also promptly correct, at Contractor's sole expense, any Work performed beyond the lines and grades shown on the Plans or established by Town, and any Extra Work performed without Town's prior written approval. If Contractor fails to correct or to take reasonable steps toward correcting defective Work within five days following notice from Town, or within the time specified in Town's notice to correct, Town may elect to have the defective Work corrected by its own forces or by a third party, in which case the cost of correction will be deducted from the Contract Price. If Town elects to correct defective Work due to Contractor's failure or refusal to do so, Town or its agents will have the right to take possession of and use any equipment, supplies, or materials available at the Project site or any Worksite on Town property, in order to effectuate the correction, at no extra cost to Town. Contractor's warranty obligations under Section 11.2, Warranty, will not be waived nor limited by Town's actions to correct defective Work under these circumstances. Alternatively, Town may elect to retain defective Work, and deduct the difference in value, as determined by the Engineer, from payments otherwise due to Contractor. This paragraph applies to any defective Work performed by Contractor during the one-year warranty period under Section 11.2.

J. ***Contractor's Records.*** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos, electronic records, approved samples, and the construction records required pursuant to paragraph (G), above. Project records subject to this provision include complete Project cost records and records relating to preparation of Contractor's bid, including estimates, take-offs, and price quotes or bids.

1. Contractor's cost records must include all supporting documentation, including original receipts, invoices, and payroll records, evidencing its direct costs to perform the Work, including, but not limited to, costs for labor, materials, and equipment. Each cost record should include, at a minimum, a description of the expenditure with references to the applicable requirements of the Contract Documents, the amount actually paid, the date of payment, and whether the expenditure is part of the original Contract Price, related to an executed Change Order, or otherwise categorized by Contractor as Extra Work. Contractor's failure to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.

2. Contractor must continue to maintain its Project-related records in an organized manner for a period of five years after Town's acceptance of the Project or following Contract termination, whichever occurs first. Subject to prior notice to Contractor, Town is entitled to inspect or audit any of Contractor's records relating to the Project during Contractor's normal business hours. Contractor's records may also be subject to examination and audit by the California State Auditor, pursuant to Government Code § 8546.7. The record-keeping requirements set forth in this subsection 2.2(J) will survive expiration or termination of the Contract.

K. ***Copies of Project Documents.*** Contractor and its Subcontractors must keep copies, at the Project site, of all Work-related documents, including the Contract, permit(s), Plans, Specifications, addenda, Contract amendments, Change Orders, RFIs and RFI responses, Shop Drawings, as-built drawings, schedules, daily records, testing and inspection reports or results, and any related written interpretations. These documents must be available to Town for reference at all times during construction of the Project.

2.3 Subcontractors.

A. ***General.*** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. Town reserves the right to approve or reject any and all Subcontractors proposed to perform the Work, for reasons including the Subcontractor's poor reputation, lack of relevant experience, financial instability, and lack of technical ability or adequate trained workforce. Each Subcontractor must obtain a Town business license before performing any Work.

B. ***Contractual Obligations.*** Contractor must require each Subcontractor to comply with the provisions of the Contract Documents as they apply to the Subcontractor's portion(s) of the Work, including the generally applicable terms of the Contract Documents, and to likewise bind their subcontractors. Contractor will provide that the rights that each Subcontractor may have against any manufacturer or supplier for breach of warranty or guarantee relating to items provided by the Subcontractor for the Project, will be assigned to Town. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and Town, but

Town is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.

C. ***Termination.*** If the Contract is terminated, each Subcontractor's agreement must be assigned by Contractor to Town, subject to the prior rights of any surety, but only if and to the extent that Town accepts, in writing, the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.

D. ***Substitution of Subcontractor.*** If Contractor requests substitution of a listed Subcontractor under Public Contract Code § 4107, Contractor is solely responsible for all costs Town incurs in responding to the request, including legal fees and costs to conduct a hearing, and any increased subcontract cost to perform the Work that was to be performed by the listed Subcontractor. If Town determines that a Subcontractor is unacceptable to Town based on the Subcontractor's failure to satisfactorily perform its Work, or for any of the grounds for substitution listed in Public Contract Code § 4107(a), Town may request removal of the Subcontractor from the Project. Upon receipt of a written request from Town to remove a Subcontractor pursuant to this paragraph, Contractor will immediately remove the Subcontractor from the Project and, at no further cost to Town, will either (1) self-perform the remaining Work to the extent that Contractor is duly licensed and qualified to do so, or (2) substitute a Subcontractor that is acceptable to Town, in compliance with Public Contract Code § 4107, as applicable.

2.4 Coordination of Work.

A. ***Concurrent Work.*** Town reserves the right to perform, have performed, or permit performance of other work on or adjacent to the Project site while the Work is being performed for the Project. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project site, including by any utility companies or agencies, and must avoid hindering, delaying, or interfering with the work of other contractors, individuals, or entities, and must ensure safe and reasonable site access and use as required or authorized by Town. To the full extent permitted by law, Contractor must hold harmless and indemnify Town against any and all claims arising from or related to Contractor's avoidable, negligent, or willful hindrance of, delay to, or interference with the work of any utility company or agency or another contractor or subcontractor.

B. ***Coordination.*** If Contractor's Work will connect or interface with work performed by others, Contractor is responsible for independently measuring and visually inspecting such work to ensure a correct connection and interface. Contractor is responsible for any failure by Contractor or its Subcontractors to confirm measurements before proceeding with connecting Work. Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Project Manager prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any known or reasonably discoverable defects will be deemed acknowledgement

by Contractor that the work of others is not defective and will not prevent the proper execution of the Work. Contractor must also promptly notify Town if work performed by others, including work or activities performed by Town's own forces, is operating to hinder, delay, or interfere with Contractor's timely performance of the Work. Town reserves the right to backcharge Contractor for any additional costs incurred due to Contractor's failure to comply with the requirements in this Section 2.4.

2.5 Submittals. Unless otherwise specified, Contractor must submit to the Engineer for review and acceptance, all schedules, Shop Drawings, samples, product data, and similar submittals required by the Contract Documents, or upon request by the Engineer. Unless otherwise specified, all submittals, including Requests for Information, are subject to the general provisions of this Section, as well as specific submittal requirements that may be included elsewhere in the Contract Documents, including the Special Conditions or Specifications. The Engineer may require submission of a submittal schedule at or before a pre-construction conference, as may be specified in the Notice to Proceed.

A. ***General.*** Contractor is responsible for ensuring that its submittals are accurate and conform to the Contract Documents.

B. ***Time and Manner of Submission.*** Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current Town-accepted schedule for the Work and within the applicable time specified in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the performance of the Work or completion of the Project.

C. ***Required Contents.*** Each submittal must include the Project name and contract number, Contractor's name and address, the name and address of any Subcontractor or supplier involved with the submittal, the date, and references to applicable Specification section(s) and/or drawing and detail number(s).

D. ***Required Corrections.*** If corrections are required, Contractor must promptly make and submit any required corrections as specified in full conformance with the requirements of this Section, or other requirements that apply to that submittal.

E. ***Effect of Review and Acceptance.*** Review and acceptance of a submittal by Town will not relieve Contractor from complying with the requirements of the Contract Documents. Contractor is responsible for any errors in any submittal, and review or acceptance of a submittal by Town is not an assumption of risk or liability by Town.

F. ***Enforcement.*** Any Work performed or any material furnished, installed, fabricated or used without Town's prior acceptance of a required submittal is performed or provided at Contractor's risk, and Contractor may be required to bear the costs incident thereto, including the cost of removing and replacing such Work, repairs to other affected portions of the Work or material, and the cost of additional time or services required of Town, including costs for the Design Professional, Project Manager, or Inspector.

G. ***Excessive RFIs.*** A RFI will be considered excessive or unnecessary if Town determines that the explanation or response to the RFI is clearly and unambiguously discernable from the Contract Documents. Town's costs to review and respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to Contractor.

2.6 Shop Drawings. When Shop Drawings are required by the Specifications or requested by the Engineer, they must be prepared according to best practices at Contractor's expense. The Shop Drawings must be of a size and scale to clearly show all necessary details. Unless otherwise specified by Town, Shop Drawings must be provided to the Engineer for review and acceptance at least 30 days before the Work will be performed. If Town requires changes, the corrected Shop Drawings must be resubmitted to the Engineer for review within the time specified by the Engineer. For all Project components requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are accepted by Town. Contractor is responsible for any errors or omissions in the Shop Drawings, shop fits and field corrections; any deviations from the Contract Documents; and for the results obtained by the use of Shop Drawings. Acceptance of Shop Drawings by Town does not relieve Contractor of Contractor's responsibility.

2.7 Access to Work. Contractor must afford prompt and safe access to any Worksite by Town and its employees, agents, or consultants authorized by Town; and upon request by Town, Contractor must promptly arrange for Town representatives to visit or inspect manufacturing sites or fabrication facilities for items to be incorporated into the Work.

2.8 Personnel. Contractor and its Subcontractors must employ only competent and skillful personnel to perform the Work. Contractor and its Subcontractor's supervisors, security or safety personnel, and employees who have unescorted access to the Project site must possess proficiency in English sufficient to read, understand, receive, and implement oral or written communications or instructions relating to their respective job functions, including safety and security requirements. Upon written notification from the Engineer, Contractor and its Subcontractors must immediately discharge any personnel who are incompetent, disorderly, disruptive, threatening, abusive, or profane, or otherwise refuse or fail to comply with the requirements of the Contract Documents or Laws, including Laws pertaining to health and safety. Any such discharged personnel may not be re-employed or permitted on the Project in any capacity without Town's prior written consent.

Article 3 - Contract Documents

3.1 Interpretation of Contract Documents.

A. ***Plans and Specifications.*** The Plans and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Plans and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all Work and services and supply all things reasonably related to and inferable from the Contract Documents. In the event of a conflict between the Plans and Specifications, the Specifications will control, unless the drawing(s) at issue are dated later than

the Specification(s) at issue. Detailed drawings take precedence over general drawings, and large-scale drawings take precedence over smaller scale drawings. Any arrangement or division of the Plans and Specifications into sections is for convenience and is not intended to limit the Work required by separate trades. A conclusion presented in the Plans or Specifications is only a recommendation. Actual locations and depths must be determined by Contractor's field investigation. Contractor may request access to underlying or background information in Town's possession that is necessary for Contractor to form its own conclusions.

B. ***Duty to Notify and Seek Direction.*** If Contractor becomes aware of a changed condition in the Project, or of any ambiguity, conflict, inconsistency, discrepancy, omission, or error in the Contract Documents, including the Plans or Specifications, Contractor must promptly submit a Request for Information to the Engineer and wait for a response from Town before proceeding further with the related Work. The RFI must notify Town of the issue and request clarification, interpretation or direction. The Engineer's clarification, interpretation or direction will be final and binding on Contractor. If Contractor proceeds with the related Work before obtaining Town's response, Contractor will be responsible for any resulting costs, including the cost of correcting any incorrect or defective Work that results. Timely submission of a clear and complete RFI is essential to avoiding delay. Delay resulting from Contractor's failure to submit a timely and complete RFI to the Engineer is Non-Excusable Delay. If Contractor believes that Town's response to an RFI justifies a change to the Contract Price or Contract Time, Contractor must perform the Work as directed, but may submit a timely Change Order request in accordance with the Contract Documents. (See Articles 5 and 6.)

C. ***Figures and Dimensions.*** Figures control over scaled dimensions.

D. ***Technical or Trade Terms.*** Any terms that have well-known technical or trade meanings will be interpreted in accordance with those meanings, unless otherwise specifically defined in the Contract Documents.

E. ***Measurements.*** Contractor must verify all relevant measurements in the Contract Documents and at the Project site before ordering any material or performing any Work, and will be responsible for the correctness of those measurements or for costs that could have been avoided by independently verifying measurements.

F. ***Compliance with Laws.*** The Contract Documents are intended to comply with Laws and will be interpreted to comply with Laws.

3.2 Order of Precedence. Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest, with the most recent version taking precedent over an earlier version:

1. Change Orders;

2. Addenda;
3. Contract;
4. Notice to Proceed;
5. Federal Contract Requirements (only if used);
6. Special Conditions;
7. General Conditions;
8. Payment and Performance Bonds;
9. Specifications;
10. Plans;
11. Notice of Potential Award;
12. Notice Inviting Bids;
13. Federal Bidding Requirements (only if used);
14. Instructions to Bidders;
15. Contractor's Bid Proposal and attachments;
16. Locations of Work
17. Standard Plans; and
18. Any generic documents prepared by and on behalf of a third party, that were not prepared specifically for this Project, such as the Caltrans Standard Specifications or Caltrans Special Provisions.

3.3 Caltrans Standard Specifications. Any reference to or incorporation of the Standard Specifications of the State of California, Department of Transportation ("Caltrans"), including "Standard Specifications," "Caltrans Specifications," "State Specifications," or "CSS," means the most current edition of Caltrans' Standard Specifications, unless otherwise specified ("Caltrans Standard Specifications"), including the most current amendments as of the date that Contractor's bid was submitted for this Project. The following provisions apply to use of or reference to the Caltrans Standard Specifications or Special Provisions:

A. ***Limitations.*** The "General Provisions" of the Caltrans Standard Specifications, i.e., sections 1 through 9, do not apply to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents.

B. ***Conflicts or Inconsistencies.*** If there is a conflict or inconsistency between any provision in the Caltrans Standard Specifications or Special Provisions and a provision of these Contract Documents, as determined by Town, the provision in the Contract Documents will govern.

C. ***Meanings.*** Terms used in the Caltrans Standard Specifications or Special Provisions are to be interpreted as follows:

1. Any reference to the "Engineer" is deemed to mean the Town Engineer.
2. Any reference to the "Special Provisions" is deemed to mean the Special Conditions, unless the Caltrans Special Provisions are expressly included in the Contract Documents listed in Section 2 of the Contract.
3. Any reference to the "Department" or "State" is deemed to mean Town.

3.4 For Reference Only. Contractor is responsible for the careful review of any document, study, or report provided by Town or appended to the Contract Documents solely for informational purposes and identified as "For Reference Only." Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. Contractor is advised that Town or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Any record drawings or similar final or accepted drawings or maps that are not part of the Contract Documents are deemed to be For Reference Only. The provisions of the Contract Documents are not modified by any perceived or actual conflict with provisions in any document that is provided For Reference Only.

3.5 Current Versions. Unless otherwise specified by Town, any reference to standard specifications, technical specifications, or any Town or state codes or regulations means the latest specification, code, or regulation in effect on the date that bids were due.

3.6 Conformed Copies. If Town prepares a conformed set of the Contract Documents following award of the Contract, it will provide Contractor with two hard copy (paper) sets and one copy of the electronic file in PDF format. It is Contractor's responsibility to ensure that all Subcontractors, including fabricators, are provided with the conformed set of the Contract Documents at Contractor's sole expense.

3.7 Ownership. No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from Town. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and Town will retain all rights to such works, including the right to possession.

Article 4 - Bonds, Indemnity, and Insurance

4.1 Payment and Performance Bonds. Within ten days following issuance of the Notice of Potential Award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, and each executed by Contractor and its surety using the bond forms included with the Contract Documents.

A. ***Surety.*** Each bond must be issued and executed by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from Town, Contractor must substitute a surety acceptable to Town. If Contractor fails to substitute

an acceptable surety within the specified time, Town may, at its sole discretion, withhold payment from Contractor until the surety is replaced to Town's satisfaction, or terminate the Contract for default.

B. ***Supplemental Bonds for Increase in Contract Price*.** If the Contract Price increases during construction by five percent or more over the original Contract Price, Contractor must provide supplemental or replacement bonds within ten days of written notice from Town pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.

4.2 Indemnity. To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless Town, its Council, officers, officials, employees, agents, volunteers, and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of Contractor under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. Town will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. Contractor waives any right to express or implied indemnity against any Indemnitee. Contractor's indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.

4.3 Insurance. No later than ten days following issuance of the Notice of Potential Award, Contractor must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to Town. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract, through the date of Town's acceptance of the Project. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, Town may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. The procurement of the required insurance will not be construed to limit Contractor's liability under this Contract or to fulfill Contractor's indemnification obligations under this Contract.

A. ***Policies and Limits.*** The following insurance policies and limits are required for this Contract, unless otherwise specified in the Special Conditions:

1. *Commercial General Liability ("CGL") Insurance:* The CGL insurance policy must be issued on an occurrence basis, written on a comprehensive general liability form, and must include coverage for liability arising from Contractor's or its Subcontractor's acts or omissions in the performance of the Work, including contractor's protective coverage, contractual liability, products and completed operations, and broad form property damage, with limits of at least $5,000,000 per occurrence and at least $10,000,000 general aggregate. The CGL insurance coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth in this Section, including required endorsements.

2. *Automobile Liability Insurance:* The automobile liability insurance policy must provide coverage of at least $2,000,000 combined single-limit per accident for bodily injury, death, or property damage, including hired and non-owned auto liability.

3. *Workers' Compensation Insurance and Employer's Liability:* The workers' compensation and employer's liability insurance policy must comply with the requirements of the California Labor Code, providing coverage of at least $1,000,000 or as otherwise required by the statute. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the DIR.

B. ***Notice.*** Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days written notice to Town, unless due to non-payment of premiums, in which case ten days written notice must be made to Town.

C. ***Waiver of Subrogation.*** Each required policy must include an endorsement providing that the carrier will waive any right of subrogation it may have against Town.

D. ***Required Endorsements.*** The CGL policy, automobile liability policy, pollution liability policy, and builder's risk policy must include the following specific endorsements:

1. The Town, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "Additional Insured") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract. The additional insured endorsement must be provided using ISO form CG 20 10 11 85 or equivalent form(s) approved by the Town.

2. The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

3. The insurance provided by Contractor is primary and no insurance held or owned by any Additional Insured may be called upon to contribute to a loss.

4. This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

E. ***Contractor's Responsibilities.*** This Section 4.3 establishes the minimum requirements for Contractor's insurance coverage in relation to this Project, but is not intended to limit Contractor's ability to procure additional or greater coverage. Contractor is responsible for its own risk assessment and needs and is encouraged to consult its insurance provider to determine what coverage it may wish to carry beyond the minimum requirements of this Section. Contractor is solely responsible for the cost of its insurance coverage, including premium payments, deductibles, or self-insured retentions, and no Additional Insured will be responsible or liable for any of the cost of Contractor's insurance coverage.

F. ***Deductibles and Self-Insured Retentions***. Any deductibles or self-insured retentions that apply to the required insurance (collectively, "deductibles") in excess of $100,000 are subject to approval by the Town's Risk Manager, acting in his or her sole discretion, and must be declared by Contractor when it submits its certificates of insurance and endorsements pursuant to this Section 4.3. If the Town's Risk Manager determines that the deductibles are unacceptably high, at Town's option, Contractor must either reduce or eliminate the deductibles as they apply to Town and all required Additional Insured; or must provide a financial guarantee, to Town's satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.

G. ***Subcontractors.*** Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the Additional Insureds and waiver of subrogation, but excluding pollution liability or builder's risk insurance unless otherwise specified in the Special Conditions. A Subcontractor may be eligible for reduced insurance coverage or limits, but only to the extent approved in writing in advance by the Town's Risk Manager. Contractor must confirm that each Subcontractor has complied with these insurance requirements before the Subcontractor is permitted to begin Work on the Project. Upon request by the Town, Contractor must provide certificates and endorsements submitted by each Subcontractor to prove compliance with this requirement. The insurance requirements for Subcontractors do not replace or limit the Contractor's insurance obligations.

Article 5 - Contract Time

5.1 Time is of the Essence. Time is of the essence in Contractor's performance and completion of the Work, and Contractor must diligently prosecute the Work and complete it within the Contract Time.

A. ***General.*** Contractor must commence the Work on the date indicated in the Notice to Proceed and must fully complete the Work in strict compliance with all requirements of the Contract

Documents and within the Contract Time. Contractor may not begin performing the Work before the date specified in the Notice to Proceed.

B. ***Authorization.*** Contractor is not entitled to compensation or credit for any Work performed before the date specified in the Notice to Proceed, with the exception of any schedules, submittals, or other requirements, if any, that must be provided or performed before issuance of the Notice to Proceed.

C. ***Rate of Progress.*** Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to ensure full completion of the Work within the Contract Time. If Town determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, Town may, in its sole discretion, direct Contractor to provide additional workers, materials, or equipment, or to work additional hours or days without additional cost to Town, in order to achieve a rate of progress satisfactory to Town. If Contractor fails to comply with Town's directive in this regard, Town may, at Contractor's expense, separately contract for additional workers, materials, or equipment or use Town's own forces to achieve the necessary rate of progress. Alternatively, Town may terminate the Contract based on Contractor's default.

5.2 Schedule Requirements. Contractor must prepare all schedules using standard, commercial scheduling software acceptable to the Engineer, and must provide the schedules in electronic and paper form as requested by the Engineer. In addition to the general scheduling requirements set forth below, Contractor must also comply with any scheduling requirements included in the Special Conditions or in the Technical Specifications.

A. ***Baseline (As-Planned) Schedule.*** Within ten calendar days following Town's issuance of the Notice to Proceed (or as otherwise specified in the Notice to Proceed), Contractor must submit to Town for review and acceptance a baseline (as-planned) schedule using critical path methodology showing in detail how Contractor plans to perform and fully complete the Work within the Contract Time, including labor, equipment, materials, and fabricated items. The baseline schedule must show the order of the major items of Work and the dates of start and completion of each item, including when the materials and equipment will be procured. The schedule must also include the work of all trades, reflecting anticipated labor or crew hours and equipment loading for the construction activities, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the baseline schedule must be dated, provided in the format specified in the Contract Documents or as required by Town, and must include, at a minimum, a description of the activity, the start and completion dates of the activity, and the duration of the activity.

1. *Specialized Materials Ordering*. Within five calendar days following issuance of the Notice to Proceed, Contractor must order any specialized material or equipment for the Work that is not readily available from material suppliers. Contractor must also retain documentation of the purchase order date(s).

B. ***Town's Review of Schedules.*** Town will review and may note exceptions to the baseline schedule, and to the progress schedules submitted as required below, to assure completion of the Work within the Contract Time. Contractor is solely responsible for resolving any exceptions noted in a schedule and, within seven days, must correct the schedule to address the exceptions. Town's review or acceptance of Contractor's schedules will not operate to waive or limit Contractor's duty to complete the Project within the Contract Time, nor to waive or limit Town's right to assess liquidated damages for Contractor's unexcused failure to do so.

C. ***Progress Schedules.*** After Town accepts the final baseline schedule with no exceptions, Contractor must submit an updated progress schedule and three-week look-ahead schedule, in the format specified by Town, for review and acceptance with each application for a progress payment, or when otherwise specified by Town, until completion of the Work. The updated progress schedule must: show how the actual progress of the Work as constructed to date compares to the baseline schedule; reflect any proposed changes in the construction schedule or method of operations, including to achieve Project milestones within the Contract Time; and identify any actual or potential impacts to the critical path. Contractor must also submit periodic reports to Town of any changes in the projected material or equipment delivery dates for the Project.

1. *Float*. The progress schedule must show early and late completion dates for each task. The number of days between those dates will be designated as the "float." Any float belongs to the Project and may be allocated by the Engineer to best serve timely completion of the Project.

2. *Failure to Submit Schedule*. Reliable, up-to-date schedules are essential to efficient and cost-effective administration of the Project and timely completion. If Contractor fails to submit a schedule within the time periods specified in this Section, or submits a schedule to which Town has noted exceptions that are not corrected, Town may withhold up to five percent from payment(s) otherwise due to Contractor until the exceptions are resolved, the schedule is corrected and resubmitted, and Town has accepted the schedule. In addition, Contractor's failure to comply with the schedule requirements in this Section 5.2 will be deemed a material default and a waiver of any claims for Excusable Delay or loss of productivity arising during any period when Contractor is out of compliance, subject only to the limits of Public Contract Code § 7102.

D. ***Recovery Schedule.*** If Town determines that the Work is more than one week behind schedule, within seven days following written notice of such determination, Contractor must submit a recovery schedule, showing how Contractor intends to perform and complete the Work within the Contract Time, based on actual progress to date.

E. ***Effect of Acceptance.*** Contractor and its Subcontractors must perform the Work in accordance with the most current Town-accepted schedule unless otherwise directed by Town. Town's acceptance of a schedule does not operate to extend the time for completion of the Work or

any component of the Work, and will not affect Town's right to assess liquidated damages for Contractor's unexcused delay in completing the Work within the Contract Time.

F. ***Posting.*** Contractor must at all times prominently post a copy of the most current Town-accepted progress or recovery schedule in its on-site office.

G. ***Reservation of Rights.*** Town reserves the right to direct the sequence in which the Work must be performed or to make changes in the sequence of the Work in order to facilitate the performance of work by Town or others, or to facilitate Town's use of its property. The Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor's time or cost to perform the Work.

H. ***Authorized Working Days and Times.*** Contractor is limited to working Monday through Friday, excluding holidays, during Town's normal business hours, except as provided in the Special Conditions or as authorized in writing by Town. Town reserves the right to charge Contractor for additional costs incurred by Town due to Work performed on days or during hours not expressly authorized in the Contract Documents, including reimbursement of costs incurred for inspection, testing, and construction management services.

5.3 Delay and Extensions of Contract Time.

A. ***Notice of Delay.*** If Contractor becomes aware of any actual or potential delay affecting the critical path, Contractor must promptly notify the Engineer in writing, regardless of the nature or cause of the delay, so that Town has a reasonable opportunity to mitigate or avoid the delay.

B. ***Excusable Delay.*** The Contract Time may be extended if Contractor encounters "Excusable Delay," which is an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor's control, and which Contractor could not have avoided or mitigated through reasonable care, planning, foresight, and diligence, provided that Contractor is otherwise fully performing its obligations under the Contract Documents. Grounds for Excusable Delay may include fire, natural disasters including earthquake or unusually severe weather, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, or suspension for convenience under Article 13. The Contract Time will not be extended based on circumstances which will not unavoidably delay completing the Work within the Contract Time based on critical path analysis.

C. ***Weather Delays.*** A "Weather Delay Day" is a Working Day during which Contractor and its forces, including Subcontractors, are unable to perform more than 40% of the critical path Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled critical path Work that day. Adverse weather conditions may include rain, saturated soil, and Project site clean-up required due to adverse weather. Determination of what constitutes critical path Work scheduled for that day will be based on the most current, Town-approved schedule. Contractor will be entitled to a non-compensable

extension of the Contract Time for each Weather Delay Day in excess of the normal Weather Delay Days within a given month as determined by reliable records, including monthly rainfall averages, for the preceding ten years (or as otherwise specified in the Special Conditions or Specifications).

1. Contractor must fully comply with the applicable procedures in Articles 5 and 6 of the General Conditions regarding requests to modify the Contract Time.
2. Contractor will not be entitled to an extension of time for a Weather Delay Day to the extent Contractor is responsible for concurrent delay on that day.
3. Contractor must take reasonable steps to mitigate the consequences of Weather Delay Days, including prudent workforce management and protecting the Work, Project Site, materials, and equipment.

D. ***Non-Excusable Delay.*** Delay which Contractor could have avoided or mitigated through reasonable care, planning, foresight, and diligence is "Non-Excusable Delay." Contractor is not entitled to an extension of Contract Time or any compensation for Non-Excusable Delay, or for Excusable Delay that is concurrent with Non-Excusable Delay. Non-Excusable Delay includes delay caused by:

1. weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten years;
2. Contractor's failure to order equipment and materials sufficiently in advance of the time needed for completion of the Work within the Contract Time;
3. Contractor's failure to provide adequate notification to utility companies or agencies for connections or services necessary for completion of the Work within the Contract Time;
4. foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Project site or review of the Contract Documents or other information provided or available to Contractor;
5. Contractor's failure, refusal, or financial inability to perform the Work within the Contract Time, including insufficient funds to pay its Subcontractors or suppliers;
6. performance or non-performance by Contractor's Subcontractors or suppliers;
7. the time required to respond to excessive RFIs (see Section 2.5(G));
8. delayed submission of required submittals, or the time required for correction and resubmission of defective submittals;
9. time required for repair of, re-testing, or re-inspection of defective Work;
10. enforcement of Laws by Town, or outside agencies with jurisdiction over the Work; or

11. Town's exercise or enforcement of any of its rights or Contractor's duties pursuant to the Contract Documents, including correction of defective Work, extra inspections or testing due to non-compliance with Contract requirements, safety compliance, environmental compliance, or rejection and return of defective or deficient submittals.

E. ***Compensable Delay.*** Pursuant to Public Contract Code § 7102, in addition to entitlement to an extension of Contract Time, Contractor is entitled to compensation for costs incurred due to delay caused solely by Town, when that delay is unreasonable under the circumstances involved and not within the contemplation of the parties ("Compensable Delay"). Contractor is not entitled to an extension of Contract Time or recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay.

F. ***Recoverable Costs.*** Contractor is not entitled to compensation for Excusable Delay unless it is Compensable Delay, as defined above. Contractor is entitled to recover only the actual, direct, reasonable, and substantiated costs ("Recoverable Costs") for each working day that the Compensable Delay prevents Contractor from proceeding with more than 50% of the critical path Work scheduled for that day, based on the most recent progress schedule accepted by Town. Recoverable Costs will not include home office overhead or lost profit.

G. ***Request for Extension of Contract Time or Recoverable Costs.*** A request for an extension of Contract Time or any associated Recoverable Costs must be submitted in writing to Town within 30 calendar days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or any entitlement to the Contract Time extension or to the Recoverable Costs will be deemed waived. In addition to complying with the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6 below. Strict compliance with these requirements is necessary to ensure that any delay or consequences of delay may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project and timely performance of the Work. Any request for an extension of Contract Time or Recoverable Costs that does not strictly comply with all of the requirements of Article 5 and Article 6 will be deemed waived.

1. *Required Contents.* The request must include a detailed description of the cause(s) of the delay and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, such as by workforce management or by a change in sequencing. If the delay is still ongoing at the time the request is submitted, the request should also include Contractor's plan for continued mitigation of the delay or its effects.

2. *Delay Days and Costs.* The request must specify the number of days of Excusable Delay claimed or provide a realistic estimate if the duration of the delay is not yet known. If Contractor believes it is entitled to Recoverable Costs for Compensable Delay, the request must specify the amount and basis for the Recoverable Costs that are claimed or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost

must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known. The maximum extension of Contract Time will be the number of days, if any, by which an Excusable Delay or a Compensable Delay exceeds any concurrent Non-Excusable Delay. Contractor is entitled to an extension of Contract Time, or compensation for Recoverable Costs, only if, and only to the extent that, such delay will unavoidably delay Final Completion.

3. *Supporting Documentation.* The request must also include any and all supporting documentation necessary to evidence the delay and its actual impacts, including scheduling and cost impacts with a time impact analysis using critical path methodology and demonstrating the unavoidable delay to Final Completion. The time impact analysis must be submitted in a form or format acceptable to Town.

4. *Burden of Proof.* Contractor has the burden of proving that: the delay was an Excusable Delay or Compensable Delay, as defined above; Contractor has fully complied with its scheduling obligations in Section 5.2, Schedule Requirements; Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts; the delay will unavoidably result in delaying Final Completion; and any Recoverable Costs claimed by Contractor were actually incurred and were reasonable under the circumstances.

5. *Legal Compliance.* Nothing in this Section 5.3 is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code § 7102.

6. *No Waiver.* Any grant of an extension of Contract Time, or compensation for Recoverable Costs due to Compensable Delay, will not operate as a waiver of Town's right to assess liquidated damages for Non-Excusable Delay.

7. *Dispute Resolution.* In the event of a dispute over entitlement to an extension of Contract Time or compensation for Recoverable Costs, Contractor may not stop Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work. Contractor's sole recourse for an unresolved dispute based on Town's rejection of a Change Order request for an extension of Contract Time or compensation for Recoverable Costs is to comply with the dispute resolution provisions set forth in Article 12 below.

5.4 Liquidated Damages. It is expressly understood that if Final Completion is not achieved within the Contract Time, Town will suffer damages from the delay that are difficult to determine and accurately specify. Pursuant to Public Contract Code § 7203, if Contractor fails to achieve Final Completion within the Contract Time due to Contractor's Non-Excusable Delay, Town will charge Contractor in the amount specified in the Contract for each calendar day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty. Any waiver of accrued liquidated damages, in whole or in part, is subject to approval of the Town Council or its authorized delegee.

A. ***Liquidated Damages.*** Liquidated damages will not be assessed for any Excusable Delay or Compensable Delay, as set forth above.

B. ***Milestones.*** Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents.

C. ***Setoff.*** Town is entitled to deduct the amount of liquidated damages assessed against any payments otherwise due to Contractor, including progress payments, Final Payment, or unreleased retention. If there are insufficient Contract funds remaining to cover the full amount of liquidated damages assessed, Town is entitled to recover the balance from Contractor or its performance bond surety.

D. ***Occupancy or Use.*** Occupancy or use of the Project in whole or in part prior to Final Completion does not constitute Town's acceptance of the Project and will not operate as a waiver of Town's right to assess liquidated damages for Contractor's Non-Excusable Delay in achieving Final Completion.

E. ***Other Remedies.*** Town's right to liquidated damages under this Section applies only to damages arising from Contractor's Non-Excusable Delay or failure to complete the Work within the Contract Time. Town retains its right to pursue all other remedies under the Contract for other types of damage, including damage to property or persons, costs or diminution in value from defective materials or workmanship, costs to repair or complete the Work, or other liability caused by Contractor.

Article 6 - Contract Modification

6.1 Contract Modification. Subject to the limited exception set forth in subsection (D) below, any change in the Work or the Contract Documents, including the Contract Price or Contract Time, will not be a valid and binding change to the Contract unless it is formalized in a Change Order, including a "no-cost" Change Order or a unilateral Change Order. Changes in the Work pursuant to this Article 6 will not operate to release, limit, or abridge Contractor's warranty obligations pursuant to Article 11 or any obligations of Contractor's bond sureties.

A. ***Town-Directed Changes.*** Town may direct changes in the scope or sequence of Work or the requirements of the Contract Documents, without invalidating the Contract. Such changes may include Extra Work as set forth in subsection (C) below, or deletion or modification of portions of the Work. Contractor must promptly comply with Town-directed changes in the Work in accordance with the original Contract Documents, even if Contractor and Town have not yet reached agreement as to adjustments to the Contract Price or Contract Time for the change in the Work or for the Extra Work. Contractor is not entitled to extra compensation for cost savings resulting from "value engineering" pursuant to Public Contract Code § 7101, except to the extent authorized in advance by Town in writing, and subject to any applicable procedural requirements for submitting a proposal for value engineering cost savings.

B. ***Disputes.*** In the event of a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to a Town-directed change in the Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute. Likewise, in the event that Town and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents or constitute Extra Work, or otherwise dispute the interpretation of any portion(s) of the Contract Documents, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute, as directed by Town. If Contractor refuses to perform the Work in dispute, Town may, acting in its sole discretion, elect to delete the Work from the Contract and reduce the Contract Price accordingly, and self-perform the Work or direct that the Work be performed by others. Alternatively, Town may elect to terminate the Contract for convenience or for cause. Contractor's sole recourse for an unresolved dispute related to changes in the Work or performance of any Extra Work is to comply with the dispute resolution provisions set forth in Article 12, below.

C. ***Extra Work.*** Town may direct Contractor to perform Extra Work related to the Project. Contractor must promptly perform any Extra Work as directed or authorized by Town in accordance with the original Contract Documents, even if Contractor and Town have not yet reached agreement on adjustments to the Contract Price or Contract Time for such Extra Work. If Contractor believes it is necessary to perform Extra Work due to changed conditions, Contractor must promptly notify the Engineer in writing, specifically identifying the Extra Work and the reason(s) the Contractor believes it is Extra Work. This notification requirement does not constitute a Change Order request pursuant to Section 6.2, below. Contractor must maintain detailed daily records that itemize the cost of each element of Extra Work, and sufficiently distinguish the direct cost of the Extra Work from the cost of other Work performed. For each day that Contractor performs Extra Work, or Work that Contractor contends is Extra Work, Contractor must submit no later than the following Working Day, a daily report of the Extra Work performed that day and the related costs, together with copies of certified payroll, invoices, and other documentation substantiating the costs ("Extra Work Report"). The Engineer will make any adjustments to Contractor's Extra Work Report(s) based on the Engineer's records of the Work. When an Extra Work Report(s) is agreed on and signed by both Town and Contractor, the Extra Work Report(s) will become the basis for payment under a duly authorized and signed Change Order. Failure to submit the required documentation by close of business on the next Working Day is deemed a full and complete waiver for any change in the Contract Price or Contract Time for any Extra Work performed that day.

D. ***Minor Changes and RFIs.*** Minor field changes, including RFI replies from Town, that do not affect the Contract Price or Contract Time and that are approved by the Engineer acting within

his or her scope of authority, do not require a Change Order. By executing an RFI reply from Town, Contractor agrees that it will perform the Work as clarified therein, with no change to the Contract Price or Contract Time.

E. ***Remedy for Non-Compliance.*** Contractor's failure to promptly comply with a Town-directed change is deemed a material breach of the Contract, and in addition to all other remedies available to it, Town may, at its sole discretion, hire another contractor or use its own forces to complete the disputed Work at Contractor's sole expense, and may deduct the cost from the Contract Price.

6.2 Contractor Change Order Requests. Contractor must submit a request or proposal for a change in the Work, compensation for Extra Work, or a change in the Contract Price or Contract Time as a written Change Order request or proposal.

A. ***Time for Submission.*** Any request for a change in the Contract Price or the Contract Time must be submitted in writing to the Engineer within 30 calendar days of the date that Contractor first encounters the circumstances, information or conditions giving rise to the Change Order request, even if the total amount of the requested change in the Contract Price or impact on the Contract Time is not yet known at that time. If Town requests that Contractor propose the terms of a Change Order, unless otherwise specified in Town's request, Contractor must provide the Engineer with a written proposal for the change in the Contract Price or Contract Time within five working days of receiving Town's request, in a form satisfactory to the Engineer.

B. ***Required Contents.*** Any Change Order request or proposal submitted by Contractor must include a complete breakdown of actual or estimated costs and credits, and must itemize labor, materials, equipment, taxes, insurance, subcontract amounts, and, if applicable, Extra Work Reports. Any estimated cost must be updated in writing as soon as the actual amount is known.

C. ***Required Documentation.*** All claimed costs must be fully documented, and any related request for an extension of time or delay-related costs must be included at that time and in compliance with the requirements of Article 5 of the General Conditions. Upon request, Contractor must permit Town to inspect its original and unaltered bidding records, subcontract agreements, subcontract change orders, purchase orders, invoices, or receipts associated with the claimed costs.

D. ***Required Form.*** Contractor must use Town's form(s) for submitting all Change Order requests or proposals, unless otherwise specified by Town.

E. ***Certification.*** All Change Order requests must be signed by Contractor and must include the following certification:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order request are true and correct. Contractor warrants that this Change Order request is comprehensive and complete as to the Work or changes referenced herein, and agrees that any known or foreseeable costs, expenses, or time extension requests not included herein, are deemed waived."

6.3 Adjustments to Contract Price. The amount of any increase or decrease in the Contract Price will be determined based on one of the following methods listed below, in the order listed with unit pricing taking precedence over the other methods. Markup applies only to Town-authorized time and material Work, and does not apply to any other payments to Contractor. For Work items or components that are deleted in their entirety, Contractor will only be entitled to compensation for those direct, actual, and documented costs (including restocking fees), reasonably incurred before Contractor was notified of the Town's intent to delete the Work, with no markup for overhead, profit, or other indirect costs.

A. ***Unit Pricing.*** Amounts previously provided by Contractor in the form of unit prices, either in a bid schedule or in a post-award schedule of values pursuant to Section 8.1, Schedule of Values, will apply to determine the price for the affected Work, to the extent applicable unit prices have been provided for that type of Work. No additional markup for overhead, profit, or other indirect costs will be added to the calculation.

B. ***Lump Sum.*** A mutually agreed upon, all-inclusive lump sum price for the affected Work with no additional markup for overhead, profit, or other indirect costs.

C. ***Time and Materials.*** On a time and materials basis, if and only to the extent compensation on a time and materials basis is expressly authorized by Town in advance of Contractor's performance of the Work and subject to any not-to-exceed limit. Time and materials compensation for increased costs or Extra Work (but not decreased costs or deleted Work), will include allowed markup for overhead, profit, and other indirect costs, calculated as the total of the following sums, the cumulative total of which may not exceed the maximum markup rate of 15%:

1. All direct labor costs provided by the Contractor, excluding superintendence, project management, or administrative costs, plus 15% markup;
2. All direct material costs provided by the Contractor, including sales tax, plus 15% markup;
3. All direct plant and equipment rental costs provided by the Contractor, plus 15% markup;
4. All direct additional subcontract costs plus 10% markup for Work performed by Subcontractors; and
5. Increased bond or insurance premium costs computed at 1.5% of total of the previous four sums.

6.4 Unilateral Change Order. If the parties dispute the terms of a proposed Change Order, including disputes over the amount of compensation or extension of time that Contractor has requested, the value of deleted or changed Work, what constitutes Extra Work, or quantities used, Town may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract Time for the adjustment to compensation or time that the Town believes is merited. Contractor's sole recourse to dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.

6.5 Non-Compliance Deemed Waiver. Contractor waives its entitlement to any increase in the Contract Price or Contract Time if Contractor fails to fully comply with the provisions of this Article. Contractor will not be paid for unauthorized Extra Work.

Article 7 - General Construction Provisions

7.1 Permits, Fees, Business License, and Taxes.

A. ***Permits, Fees, and Town Business License.*** Contractor must obtain and pay for all permits, fees, and licenses required to perform the Work, including a Town business license. Contractor must cooperate with and provide notifications to all government agencies with jurisdiction over the Project, as may be required. Contractor must provide Town with copies of all records of permits and permit applications, payment of required fees, and any licenses required for the Work.

B. ***Taxes.*** Contractor must pay for all taxes on labor, material, and equipment, except Federal Excise Tax to the extent that Town is exempt from Federal Excise Tax.

7.2 Temporary Facilities. Contractor must provide, at Contractor's sole expense, any and all temporary facilities for the Project, including an onsite staging area for materials and equipment, a field office, sanitary facilities, utilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any incidental utility services. The location of all temporary facilities must be approved by the Town prior to installation. Temporary facilities must be safe and adequate for the intended use and installed and maintained in accordance with Laws and the Contract Documents. Contractor must fence and screen the Project site and, if applicable, any separate Worksites, including the staging area, and its operation must minimize inconvenience to neighboring properties. Additional provisions pertaining to temporary facilities may be included in the Specifications or Special Conditions.

A. ***Utilities.*** Contractor must install and maintain the power, water, sewer, and all other utilities required for the Project site, including the piping, wiring, internet and wifi connections, and any related equipment necessary to maintain the temporary facilities.

B. ***Removal and Repair.*** Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair any damage to Town's property or to other property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

7.3 Noninterference and Site Management. Contractor must avoid interfering with Town's use of its property at or adjacent to the Project site, including use of roadways, entrances, parking areas, walkways, and structures. Contractor must also minimize disruption of access to private property in the Project vicinity. Contractor must coordinate with affected property owners, tenants, and businesses, and maintain some vehicle and pedestrian access to their residences or properties at all times. Temporary access ramps, fencing or other measures must be provided as needed. Before blocking access to a private driveway or parking lot, Contractor must provide effective notice to the affected

parties at least 48 hours in advance of the pending closure and allow them to remove vehicles. Private driveways, residences and parking lots must have access to a roadway during non-Work hours.

A. ***Offsite Acquisition.*** Unless otherwise provided by Town, Contractor must acquire, use, and dispose of, at its sole expense, any Worksites, licenses, easements, and temporary facilities necessary to access and perform the Work.

B. ***Offsite Staging Area and Field Office*****.** If additional space beyond the Project site is needed, such as for the staging area or the field office, Contractor may need to make arrangements with the nearby property owner(s) to secure the space. Before using or occupying any property owned by a third party, Contractor must provide Town with a copy of the necessary license agreement, easement, or other written authorization from the property owner, together with a written release from the property owner holding Town harmless from any related liability, in a form acceptable to the Town Attorney.

C. ***Traffic Management.*** Contractor must provide traffic management and traffic controls as specified in the Contract Documents, as required by Laws, and as otherwise required to ensure public and worker safety, and to avoid interference with public or private operations or the normal flow of vehicular, bicycle, or pedestrian traffic.

7.4 Signs. No signs may be displayed on or about Town's property, except signage which is required by Laws or by the Contract Documents, without Town's prior written approval as to size, design, and location.

7.5 Project Site and Nearby Property Protections.

A. ***General.*** Contractor is responsible at all times, on a 24-hour basis and at its sole cost, for protecting the Work, the Project site, and the materials and equipment to be incorporated into the Work, until the Town has accepted the Project, excluding any exceptions to acceptance, if any. Except as specifically authorized by Town, Contractor must confine its operations to the area of the Project site indicated in the Plans and Specifications. Contractor is liable for any damage caused by Contractor or its Subcontractors to the Work, Town's property, the property of adjacent or nearby property owners and the work or personal property of other contractors working for Town, including damage related to Contractor's failure to adequately secure the Work or any Worksite.

1. Subject to Town's approval, Contractor will provide and install safeguards to protect the Work; any Worksite, including the Project site; Town's real or personal property and the real or personal property of adjacent or nearby property owners, including plant and tree protections.

2. Town wastewater systems may not be interrupted. If the Work disrupts existing sewer facilities, Contractor must immediately notify Town and establish a plan, subject to Town's approval, to convey the sewage in closed conduits back into the sanitary sewer system. Sewage must not be permitted to flow in trenches or be covered by backfill.

3. Contractor must remove with due care, and store at Town's request, any objects or material from the Project site that Town will salvage or reuse at another location.

4. If directed by Engineer, Contractor must promptly repair or replace any property damage, as specified by the Engineer. However, acting in its sole discretion, Town may elect to have the property damage remedied otherwise, and may deduct the cost to repair or replace the damaged property from payment otherwise due to Contractor.

5. Contractor will not permit any structure or infrastructure to be loaded in a manner that will damage or endanger the integrity of the structure or infrastructure.

B. ***Securing Project Site.*** After completion of Work each day, Contractor must secure the Project site and, to the extent feasible, make the area reasonably accessible to the public unless Town approves otherwise. All excess materials and equipment not protected by approved traffic control devices must be relocated to the staging area or demobilized. Trench spoils must be hauled off the Project site daily and open excavations must be protected with steel plates. Contractor and Subcontractor personnel may not occupy or use the Project site for any purpose during non-Work hours, except as may be provided in the Contract Documents or pursuant to prior written authorization from Town.

C. ***Unforeseen Conditions.*** If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Plans or apparent from inspection of the Project site, Contractor must immediately notify the Town and promptly submit a Request for Information to obtain further directions from the Engineer. Contractor must avoid taking any action which could cause damage to the facilities or utilities pending further direction from the Engineer. The Engineer's written response will be final and binding on Contractor. If the Engineer's subsequent direction to Contractor affects Contractor's cost or time to perform the Work, Contractor may submit a Change Order request as set forth in Article 6 above.

D. ***Support; Adjacent Properties.*** Contractor must provide, install, and maintain all shoring, bracing, and underpinning necessary to provide support to Town's property and adjacent properties and improvements thereon. Contractor must provide notifications to adjacent property owners as may be required by Laws. See also, Section 7.15, Trenching of Five Feet or More.

E. ***Notification of Property Damage.*** Contractor must immediately notify the Town of damage to any real or personal property resulting from Work on the Project. Contractor must immediately provide a written report to Town of any such property damage in excess of $500 (based on estimated cost to repair or replace) within 24 hours of the occurrence. The written report must include: (1) the location and nature of the damage, and the owner of the property, if known; (2) the name and address of each employee of Contractor or any Subcontractor involved in the damage; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if

applicable. If Contractor is required to file an accident report with another government agency, Contractor will provide a copy of the report to Town.

7.6 Materials and Equipment.

A. ***General.*** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. Contractor must employ measures to preserve the specified quality and fitness of the materials and equipment. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation and must be installed in accordance with the manufacturer's recommendations or instructions. Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work. Contractor is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until Town has formally accepted the Project as set forth in Section 11.1, Final Completion. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, or remove any materials or equipment that have been installed or delivered.

B. ***Town-Provided.*** If the Work includes installation of materials or equipment to be provided by Town, Contractor is solely responsible for the proper examination, handling, storage, and installation in accordance with the Contract Documents. Contractor must notify Town of any defects discovered in Town-provided materials or equipment, sufficiently in advance of scheduled use or installation to afford adequate time to procure replacement materials or equipment as needed. Contractor is solely responsible for any loss of or damage to such items which occurs while the items are in Contractor's custody and control, the cost of which may be offset from the Contract Price and deducted from any payment(s) due to Contractor.

C. ***Intellectual Property Rights.*** Contractor must, at its sole expense, obtain any authorization or license required for use of patented or copyright-protected materials, equipment, devices, or processes that are incorporated into the Work. Contractor's indemnity obligations in Article 4 apply to any claimed violation of intellectual property rights in violation of this provision.

7.7 Substitutions.

A. ***"Or Equal."*** Any Specification designating a material, product, or thing (collectively, "item") or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate the quality and type of item or service desired, and Contractor may request use of any equal item or service. Unless otherwise stated in the Specifications, any reference to a specific brand or trade name for an item or service that is used solely for the purpose of describing the type of item or service desired, will be deemed to be followed by the words "or equal." A substitution will only be approved if it is a true "equal" item or service in every aspect of design,

function, and quality, as determined by Town, including dimensions, weight, maintenance requirements, durability, fit with other elements, and schedule impacts.

B. ***Request for Substitution.*** A post-award request for substitution of an item or service must be submitted in writing to the Engineer for approval in advance, within the applicable time period provided in the Contract Documents. If no time period is specified, the substitution request may be submitted any time within 35 days after the date of award of the Contract, or sufficiently in advance of the time needed to avoid delay of the Work, whichever is earlier.

C. ***Substantiation.*** Any available data substantiating the proposed substitute as an equal item or service must be submitted with the written request for substitution. Contractor's failure to timely provide all necessary substantiation, including any required test results as soon as they are available, is grounds for rejection of the proposed substitution, without further review.

D. ***Burden of Proving Equality.*** Contractor has the burden of proving the equality of the proposed substitution at Contractor's sole cost. Town has sole discretion to determine whether a proposed substitution is equal, and Town's determination is final.

E. ***Approval or Rejection.*** If the proposed substitution is approved, Contractor is solely responsible for any additional costs or time associated with the substituted item or service. If the proposed substitution is rejected, Contractor must, without delay, install the item or use the service as specified by Town.

F. ***Contractor's Obligations.*** Town's approval of a proposed substitution will not relieve Contractor from any of its obligations under the Contract Documents. In the event Contractor makes an unauthorized substitution, Contractor will be solely responsible for all resulting cost impacts, including the cost of removal and replacement and the impact to other design elements.

7.8 Testing and Inspection.

A. ***General.*** All materials, equipment, and workmanship used in the Work are subject to inspection and testing by Town at all times and at all locations during construction and/or fabrication, including at any Worksite, shops, and yards. All manufacturers' application or installation instructions must be provided to the Inspector at least ten days prior to the first such application or installation. Contractor must, at all times, make the Work available for testing or inspection. Neither Town's inspection or testing of Work, nor its failure to do so, operate to waive or limit Contractor's duty to complete the Work in accordance with the Contract Documents.

B. ***Scheduling and Notification.*** Contractor must cooperate with Town in coordinating the inspections and testing. Contractor must submit samples of materials, at Contractor's expense, and schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must notify the Engineer no later than noon of the Working

Day before any inspection or testing and must provide timely notice to the other necessary parties as specified in the Contract Documents. If Contractor schedules an inspection or test beyond regular Work hours, or on a Saturday, Sunday, or recognized Town holiday, Contractor must notify the Engineer at least two Working Days in advance for approval. If approved, Contractor must reimburse Town for the cost of the overtime inspection or testing. Such costs, including the Town's hourly costs for required personnel, may be deducted from payments otherwise due to Contractor.

C. ***Responsibility for Costs.*** Town will bear the initial cost of inspection and testing to be performed by independent consultants retained by Town, subject to the following exceptions:

1. Contractor will be responsible for the costs of any subsequent inspections or tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.
2. Contractor will be responsible for inspection costs, at Town's hourly rates, for inspection time lost because the Work is not ready, or Contractor fails to appear for a scheduled inspection.
3. If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor prior to the inspection or testing, Contractor will bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs.
4. Contractor is responsible for properly shoring all compaction test sites deeper than five feet below grade, as required under Section 7.15 below.
5. Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work or material was previously inspected or included in a progress payment.

D. ***Contractor's Obligations.*** Contractor is solely responsible for any delay occasioned by remediation of defective or noncompliant Work or material. Inspection or testing of the Work does not in any way relieve Contractor of its obligations to perform the Work as specified. Any Work done without the inspection(s) or testing required by the Contract Documents will be subject to rejection by Town.

E. ***Distant Locations.*** If required off-site testing or inspection must be conducted at a location more than 100 miles from the Project site, Contractor is solely responsible for the additional travel costs required for testing and/or inspection at such locations.

F. ***Final Inspection.*** The provisions of this Section 7.8 also apply to final inspection under Article 11, Completion and Warranty Provisions.

7.9 Project Site Conditions and Maintenance. Contractor must at all times, on a 24-hour basis and at its sole cost, maintain the Project site and staging and storage areas in clean, neat, and sanitary condition and in compliance with all Laws pertaining to safety, air quality, and dust control. Adequate toilets must be provided, and properly maintained and serviced for all workers on the Project site, located in a suitably secluded area, subject to Town's prior approval. Contractor must also, on a daily basis and at its sole cost, remove and properly dispose of the debris and waste materials from the Project site.

A. ***Air Emissions Control*.** Contractor must not discharge smoke or other air contaminants into the atmosphere in violation of any Laws. Contractor must comply with all Laws, including the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.).

B. ***Dust and Debris*.** Contractor must minimize and confine dust and debris resulting from the Work. Contractor must abate dust nuisance by cleaning, sweeping, and immediately sprinkling with water excavated areas of dirt or other materials prone to cause dust, and within one hour after the Engineer notifies Contractor that an airborne nuisance exists. The Engineer may direct that Contractor provide an approved water-spraying truck for this purpose. If water is used for dust control, Contractor will only use the minimum necessary. Contractor must take all necessary steps to keep waste water out of streets, gutters, or storm drains. See Section 7.19, Environmental Control. If Town determines that the dust control is not adequate, Town may have the work done by others and deduct the cost from the Contract Price. Contractor will immediately remove any excess excavated material from the Project site and any dirt deposited on public streets.

C. ***Clean up.*** Before discontinuing Work in an area, Contractor must clean the area and remove all debris and waste along with the construction equipment, tools, machinery, and surplus materials.

   1. Except as otherwise specified, all excess Project materials, and the materials removed from existing improvements on the Project site with no salvage value or intended reuse by Town, will be Contractor's property.

   2. Hauling trucks and other vehicles leaving the Project site must be cleaned of exterior mud or dirt before traveling on Town streets. Materials and loose debris must be delivered and loaded to prevent dropping materials or debris. Contractor must immediately remove spillage from hauling on any publicly traveled way. Streets affected by Work on the Project must be kept clean by street sweeping.

D. ***Disposal.*** Contractor must dispose of all Project debris and waste materials in a safe and legal manner. Contractor may not burn or bury waste materials on the Project site. Contractor will not allow any dirt, refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed of onto streets, into manholes or into the storm drain system.

E. ***Completion.*** At the completion of the Work, Contractor must remove from the Project site all of its equipment, tools, surplus materials, waste materials and debris, presenting a clean and neat appearance. Before demobilizing from the Project site, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas. Contractor must ensure that all parts of the construction are properly joined with the previously existing and adjacent improvements and conditions. Contractor must provide all cutting, fitting and patching needed to accomplish that requirement. Contractor must also repair or replace all existing improvements that are damaged or removed during the Work, both on and off the Project site, including curbs, sidewalks, driveways, fences, signs, landscaping, utilities, street surfaces and structures. Repairs and replacements must be at least equal to the previously existing improvements, and the condition, finish and dimensions must match the previously existing improvements. Contractor must restore to original condition all property or items that are not designated for alteration under the Contract Documents and leave each Worksite clean and ready for occupancy or use by Town.

F. ***Non-Compliance.*** If Contractor fails to comply with its maintenance and cleanup obligations or any Town clean up order, Town may, acting in its sole discretion, elect to suspend the Work until the condition(s) is corrected with no increase in the Contract Time or Contract Price, or undertake appropriate cleanup measures without further notice and deduct the cost from any amounts due or to become due to Contractor.

7.10 Instructions and Manuals. Contractor must provide to Town three copies each of all instructions and manuals required by the Contract Documents, unless otherwise specified. These must be complete as to drawings, details, parts lists, performance data, and other information that may be required for Town to easily maintain and service the materials and equipment installed for this Project.

A. ***Submittal Requirements.*** All manufacturers' application or installation instructions must be provided to Town at least ten days prior to the first such application. The instructions and manuals, along with any required guarantees, must be delivered to Town for review.

B. ***Training.*** Contractor or its Subcontractors must train Town's personnel in the operation and maintenance of any complex equipment or systems as a condition precedent to Final Completion, if required in the Contract Documents.

7.11 As-built Drawings. Contractor and its Subcontractors must prepare and maintain at the Project site a detailed, complete and accurate as-built set of the Plans which will be used solely for the purpose of recording changes made in any portion of the original Plans in order to create accurate record drawings at the end of the Project.

A. ***Duty to Update.*** The as-built drawings must be updated as changes occur, on a daily basis if necessary. Town may withhold the estimated cost for Town to have the as-built drawings prepared from payments otherwise due to Contractor, until the as-built drawings are brought up to date to the satisfaction of Town. Actual locations to scale must be identified on the as-

built drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, or otherwise concealed. Deviations from the original Plans must be shown in detail. The exact location of all main runs, whether piping, conduit, ductwork or drain lines, must be shown by dimension and elevation. The location of all buried pipelines, appurtenances, or other improvements must be represented by coordinates and by the horizontal distance from visible above-ground improvements.

B. ***Final Completion.*** Contractor must verify that all changes in the Work are depicted in the as-built drawings and must deliver the complete set of as-built drawings to the Engineer for review and acceptance as a condition precedent to Final Completion and Final Payment.

7.12 Existing Utilities.

A. ***General.*** The Work may be performed in developed, urban areas with existing utilities, both above and below ground, including utilities identified in the Contract Documents or in other informational documents or records. Contractor must take due care to locate identified or reasonably identifiable utilities before proceeding with trenching, excavation, or any other activity that could damage or disrupt existing utilities. This may include excavation with small equipment, potholing, or hand excavation, and, if practical, using white paint or other suitable markings to delineate the area to be excavated. Except as otherwise provided herein, Contractor will be responsible for costs resulting from damage to identified or reasonably identifiable utilities due to Contractor's negligence or failure to comply with the Contract Documents, including the requirements in this Article 7.

B. ***Unidentified Utilities.*** Pursuant to Government Code § 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by Town in the Contract Documents, Contractor must immediately provide written notice to Town and the utility. Town assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project site if those utilities are not identified in the Contract Documents. Contractor will be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Contractor's failure to exercise reasonable care, and removing or relocating utility facilities not indicated in the Plans or Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Contractor will not be assessed liquidated damages for delay in completion of the Work, to the extent the delay was caused by Town's failure to provide for removal or relocation of the utility facilities.

7.13 Notice of Excavation. Contractor must comply with all applicable requirements in Government Code § 4216 et seq., which are incorporated by reference herein.

7.14 Trenching and Excavations of Four Feet or More. As required by Public Contract Code § 7104, if the Work includes digging trenches or other excavations that extend deeper than four feet below the surface, the provisions in this Section apply to the Work and the Project.

A. ***Duty to Notify.*** Contractor must promptly, and before the following conditions are disturbed, provide written notice to Town if Contractor finds any of the following conditions:

1. Material that Contractor believes may be a hazardous waste, as defined in § 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 Laws;

2. Subsurface or latent physical conditions at the Project site differing from those indicated by information about the Project site made available to bidders prior to the deadline for submitting bids; or

3. Unknown physical conditions at the Project site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in work of the character required by the Contract Documents.

B. ***Town Investigation.*** Town will promptly investigate the conditions and if Town finds that the conditions materially differ from those indicated, apparent, or reasonably inferred from information about the Project site made available to bidders, or involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, Town will issue a Change Order.

C. ***Disputes.*** In the event that a dispute arises between Town and Contractor regarding any of the conditions specified in subsection (B) above, or the terms of a Change Order issued by Town, Contractor will not be excused from completing the Work within the Contract Time, but must proceed with all Work to be performed under the Contract. Contractor will retain any and all rights provided either by the Contract or by Laws which pertain to the resolution of disputes between Contractor and Town.

7.15 Trenching of Five Feet or More. As required by Labor Code § 6705, if the Contract Price exceeds $25,000 and the Work includes the excavation of any trench or trenches of five feet or more in depth, a detailed plan must be submitted to Town for acceptance in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards, it must be prepared by a California registered civil or structural engineer. Use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.

7.16 New Utility Connections. Except as otherwise specified, Town will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Contractor must notify Town sufficiently in advance of the time needed to request service from each utility provider so that connections and services are initiated in accordance with the Project schedule.

7.17 Lines and Grades. Contractor is required to use any benchmark provided by the Engineer. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work. Contractor must also provide, preserve, and replace if necessary, all construction stakes required for the Project. All stakes or marks must be set by a California licensed

surveyor or a California registered civil engineer. Contractor must notify the Engineer of any discrepancies found between Contractor's staking and grading and information provided by the Contract Documents. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans, including any changes directed by a Change Order.

7.18 Historic or Archeological Items.

A. ***Contractor's Obligations.*** Contractor must ensure that all persons performing Work at the Project site are required to immediately notify the Project Manager, upon discovery of any potential historic or archeological items, including historic or prehistoric ruins, a burial ground, archaeological or vertebrate paleontological site, including fossilized footprints or other archeological, paleontological or historical feature on the Project site (collectively, "Historic or Archeological Items").

B. ***Discovery; Cessation of Work.*** Upon discovery of any potential Historic or Archeological Items, Work must be stopped within an 85-foot radius of the find and may not resume until authorized in writing by Town. If required by Town, Contractor must assist in protecting or recovering the Historic or Archeological Items, with any such assistance to be compensated as Extra Work on a time and materials basis under Article 6, Contract Modification. At Town's discretion, a suspension of Work required due to discovery of Historic or Archeological Items may be treated as Excusable Delay pursuant to Article 5, or as a suspension for convenience under Article 13.

7.19 Environmental Control. Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor must prevent the release of any hazardous material or hazardous waste into the soil or groundwater, and prevent the unlawful discharge of pollutants into Town's storm drain system and watercourses as required below. Contractor and its Subcontractors must at all times in the performance of the Work comply with all Laws concerning pollution of waterways.

A. ***Stormwater Permit.*** Contractor must comply with all applicable conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity ("Stormwater Permit").

B. ***Contractor's Obligations.*** If required for the Work, a copy of the Stormwater Permit is on file in Town's principal administrative offices, and Contractor must comply with it without adjustment of the Contract Price or the Contract Time. Contractor must timely and completely submit required reports and monitoring information required by the conditions of the Stormwater Permit. Contractor also must comply with all other Laws governing discharge of stormwater, including applicable municipal stormwater management programs.

7.20 Noise Control. Contractor must comply with all applicable noise control Laws. Noise control requirements apply to all equipment used for the Work or related to the Work, including trucks, transit mixers or transient equipment that may or may not be owned by Contractor.

7.21 Mined Materials. Pursuant to the Surface Mining and Reclamation Act of 1975, Public Resources Code § 2710 et seq., any purchase of mined materials, such as construction aggregate, sand, gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation included on the AB 3098 List, which may be accessed online at: https://www.conservation.ca.gov/smgb/Pages/AB-3098-List.aspx.

Article 8 - Payment

8.1 Schedule of Values. Prior to submitting its first application for payment, Contractor must prepare and submit to the Project Manager a schedule of values apportioned to the various divisions and phases of the Work, including mobilization and demobilization. If a Bid Schedule was submitted with Contractor's bid, the amounts in the schedule of values must be consistent with the Bid Schedule. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor's bid.

A. ***Measurements for Unit Price Work.*** Materials and items of Work to be paid for on the basis of unit pricing will be measured according to the methods specified in the Contract Documents.

B. ***Deleted or Reduced Work.*** Contractor will not be compensated for Work that Town has deleted or reduced in scope, except for any labor, material, or equipment costs for such Work that Contractor reasonably incurred before Contractor learned that the Work could be deleted or reduced. Contractor will only be compensated for those actual, direct and documented costs incurred, and will not be entitled to any mark up for overhead or lost profits.

8.2 Progress Payments. Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, Contractor will submit to the Project Manager a monthly application for payment for Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.

A. ***Application for Payment.*** Each application for payment must be itemized to include labor, materials, and equipment incorporated into the Work, and materials and equipment delivered to the Project site, as well as authorized and approved Change Orders. Each payment application must be supported by the unit prices submitted with Contractor's Bid Schedule and/or schedule of values and any other substantiating data required by the Contract Documents.

B. ***Payment of Undisputed Amounts.*** Town will pay the undisputed amount due within 30 days after Contractor has submitted a complete and accurate payment application, subject to Public Contract Code § 20104.50. Town will deduct a percentage from each progress payment as retention, as set forth in Section 8.5, below, and may deduct or withhold additional amounts as set forth in Section 8.3, below.

8.3 Adjustment of Payment Application. Town may adjust or reject the amount requested in a payment application, including application for Final Payment, in whole or in part, if the amount

requested is disputed or unsubstantiated. Contractor will be notified in writing of the basis for the modification to the amount requested. Town may also deduct or withhold from payment otherwise due based upon any of the circumstances and amounts listed below. Sums withheld from payment otherwise due will be released when the basis for that withholding has been remedied and no longer exists.

A. For Contractor's unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch list items, Town may withhold or deduct an amount based on the Town's estimated cost to correct or complete the Work.

B. For loss or damage caused by Contractor or its Subcontractors arising out of or relating to performance of the Work or any failure to protect the Project site, Town may deduct an amount based on the estimated cost to repair or replace.

C. For Contractor's failure to pay its Subcontractors and suppliers when payment is due, Town may withhold an amount equal to the total of past due payments and may opt to pay that amount separately via joint check pursuant to Section 8.6(B), Joint Checks.

D. For Contractor's failure to timely correct rejected, nonconforming, or defective Work, Town may withhold or deduct an amount based on the Town's estimated cost to correct or complete the Work.

E. For any unreleased stop notice, Town may withhold 125% of the amount claimed.

F. For Contractor's failure to submit any required schedule or schedule update in the manner specified or within the time specified in the Contract Documents, Town may withhold an amount equal to five percent of the total amount requested until Contractor complies with its schedule submittal obligations.

G. For Contractor's failure to maintain or submit as-built documents in the manner specified or within the time specified in the Contract Documents, Town may withhold or deduct an amount based on the Town's cost to prepare the as-builts.

H. For Work performed without Shop Drawings that have been accepted by Town, when accepted Shop Drawings are required before proceeding with the Work, Town may deduct an amount based on the estimated cost to correct unsatisfactory Work or diminution in value.

I. For fines, payments, or penalties assessed under the Labor Code, Town may deduct from payments due to Contractor as required by Laws and as directed by the Division of Labor Standards Enforcement.

J. For any other costs or charges that may be withheld or deducted from payments to Contractor, as provided in the Contract Documents, including liquidated damages, Town may withhold or deduct such amounts from payment otherwise due to Contractor.

8.4 Early Occupancy. Neither Town's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.

8.5 Retention. Town will retain five percent of the full amount due on each progress payment (i.e., the amount due before any withholding or deductions pursuant to Section 8.3, Adjustment of Payment Application), or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work. Contractor is not entitled to any reduction in the rate of withholding at any time, nor to release of any retention before 35 days following Town's acceptance of the Project.

A. ***Substitution of Securities.*** As provided by Public Contract Code § 22300, Contractor may request in writing that it be allowed, at its sole expense, to substitute securities for the retention withheld by Town. Any escrow agreement entered into pursuant to this provision must fully comply with Public Contract Code § 22300 and will be subject to approval as to form by Town's legal counsel. If Town exercises its right to draw upon such securities in the event of default pursuant to section (7) of the statutory Escrow Agreement for Security Deposits in Lieu of Retention, pursuant to subdivision (g) of Public Contract Code § 22300 ("Escrow Agreement"), and if Contractor disputes that it is in default, its sole remedy is to comply with the dispute resolution procedures in Article 12 and the provisions therein. It is agreed that for purposes of this paragraph, an event of default includes Town's rights pursuant to these Contract Documents to withhold or deduct sums from retention, including withholding or deduction for liquidated damages, incomplete or defective Work, stop payment notices, or backcharges. It is further agreed that if any individual authorized to give or receive written notice on behalf of a party pursuant to section (10) of the Escrow Agreement are unavailable to give or receive notice on behalf of that party due to separation from employment, retirement, death, or other circumstances, the successor or delegee of the named individual is deemed to be the individual authorized to give or receive notice pursuant to section (10) of the Escrow Agreement.

B. ***Release of Undisputed Retention.*** All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop notices, or otherwise withheld pursuant to Section 8.3, Adjustment of Payment Application, will be released as Final Payment to Contractor no sooner than 35 days following recordation of the notice of completion, and no later than 60 days following acceptance of the Project by Town's governing body or authorized designee pursuant to Section 11.1(C), Acceptance, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete pursuant to Public Contract Code § 7107(c).

8.6 Payment to Subcontractors and Suppliers. Each month, Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Project site by the Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of Laws pertaining to such payments, and those of the Contract Documents and applicable subcontract or supplier contract.

A. ***Withholding for Stop Notice.*** Pursuant to Civil Code § 9358, Town will withhold 125% of the amount claimed by an unreleased stop notice, a portion of which may be retained by Town for

the costs incurred in handling the stop notice claim, including attorneys' fees and costs, as authorized by law.

B. ***Joint Checks.*** Town reserves the right, acting in its sole discretion, to issue joint checks made payable to Contractor and a Subcontractor or supplier, if Town determines this is necessary to ensure fair and timely payment for a Subcontractor or supplier who has provided services or goods for the Project. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by the Town Attorney's Office. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between Town and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.

8.7 Final Payment. Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. If Contractor fails to submit a timely application for Final Payment, Town reserves the right to unilaterally process and issue Final Payment without an application from Contractor in order to close out the Project. For the purposes of determining the deadline for Claim submission pursuant to Article 12, the date of Final Payment is deemed to be the date that Town acts to release undisputed retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment or that no undisputed funds remain available for Final Payment due to offsetting withholdings or deductions pursuant to Section 8.3, Adjustment of Payment Application. If the amount due from Contractor to Town exceeds the amount of Final Payment, Town retains the right to recover the balance from Contractor or its sureties.

8.8 Release of Claims. Town may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing Town with a written waiver and release of all claims against Town arising from or related to the portion of Work covered by those undisputed amounts subject to the limitations of Public Contract Code § 7100. Any disputed amounts may be specifically excluded from the release.

8.9 Warranty of Title. Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to Town free of any claims, liens, or encumbrances upon payment to Contractor.

Article 9 - Labor Provisions

9.1 Discrimination Prohibited. Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable Laws prohibiting discrimination, including the California Fair Employment and Housing Act (Govt. Code § 12900 et seq.), Government Code § 11135, and Labor Code §§ 1735, 1777.5, 1777.6, and 3077.5.

9.2 Labor Code Requirements.

A. ***Eight Hour Day.*** Pursuant to Labor Code § 1810, eight hours of labor constitute a legal day's work under this Contract.

B. ***Penalty.*** Pursuant to Labor Code § 1813, Contractor will forfeit to Town as a penalty, the sum of $25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code § 1815.

C. ***Apprentices.*** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code § 1777.5, which is fully incorporated by reference.

D. ***Notices.*** Pursuant to Labor Code § 1771.4, Contractor is required to post all job site notices prescribed by Laws.

9.3 Prevailing Wages. Each worker performing Work under this Contract that is covered under Labor Code §§ 1720, 1720.3, or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the Town and available online at http://www.dir.ca.gov/dlsr. Contractor must post a copy of the applicable prevailing rates at the Project site.

A. ***Penalties.*** Pursuant to Labor Code § 1775, Contractor and any Subcontractor will forfeit to Town as a penalty up to $200.00 for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

B. ***Federal Requirements.*** If this Project is subject to federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the currently applicable state or federal prevailing wage rates.

9.4 Payroll Records. Contractor must comply with the provisions of Labor Code §§ 1771.4, 1776, and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for monthly electronic submission of payroll records to the DIR.

A. ***Contractor and Subcontractor Obligations***. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct; and

2. Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

B. ***Certified Record.*** A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to Town, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

C. ***Enforcement.*** Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of $100.00 per day, or portion thereof, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

9.5 Labor Compliance. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

Article 10 - Safety Provisions

10.1 Safety Precautions and Programs. Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must at all times comply with all applicable health and safety Laws and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at any Worksite, materials and equipment stored on or off site, and property at or adjacent to any Worksite.

A. ***Reporting Requirements.*** Contractor must immediately notify the Town of any death, serious injury or illness resulting from Work on the Project. Contractor must immediately provide a written report to Town of each recordable accident or injury occurring at any Worksite within 24 hours of the occurrence. The written report must include: (1) the name and address of the injured or deceased person; (2) the name and address of each employee of Contractor or of any Subcontractor involved in the incident; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to Town.

B. ***Legal Compliance.*** Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide Town with copies of all notices required by Laws.

C. ***Contractor's Obligations.*** Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.

D. ***Remedies.*** If Town determines, in its sole discretion, that any part of the Work or Project site is unsafe, Town may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective

measures to Town's satisfaction. If Contractor fails to promptly take the required corrective measures, Town may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with Town's request for corrective measures pursuant to this provision.

10.2 Hazardous Materials. Unless otherwise specified in the Contract Documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Project site that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease work on the area affected and report the condition to Town. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.

10.3 Material Safety. Contractor is solely responsible for complying with § 5194 of Title 8 of the California Code of Regulations, including by providing information to Contractor's employees about any hazardous chemicals to which they may be exposed in the course of the Work. A hazard communication program and other forms of warning and training about such exposure must be used. Contractor must also maintain Safety Data Sheets ("SDS") at the Project site, as required by Laws, for materials or substances used or consumed in the performance of the Work. The SDS will be accessible and available to Contractor's employees, Subcontractors, and Town.

A. ***Contractor Obligations.*** Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Project site and/or used in the performance of the Work. Contractor must notify the Engineer if a specified product or material cannot be used safely.

B. ***Labeling.*** Contractor must ensure proper labeling on any material brought onto the Project site so that any persons working with or in the vicinity of the material may be informed as to the identity of the material, any potential hazards, and requirements for proper handling, protections, and disposal.

10.4 Hazardous Condition. Contractor is solely responsible for determining whether a hazardous condition exists or is created during the course of the Work, involving a risk of bodily harm to any person or risk of damage to any property. If a hazardous condition exists or is created, Contractor must take all precautions necessary to address the condition and ensure that the Work progresses safely under the circumstances. Hazardous conditions may result from, but are not limited to, use of specified materials or equipment, the Work location, the Project site condition, the method of construction, or the way any Work must be performed.

10.5 Emergencies. In an emergency affecting the safety or protection of persons, Work, or property at or adjacent to any Worksite, Contractor must take reasonable and prompt actions to prevent damage, injury, or loss, without prior authorization from the Town if, under the circumstances, there is inadequate time to seek prior authorization from the Town.

Article 11 - Completion and Warranty Provisions

11.1 Final Completion.

A. ***Final Inspection and Punch List.*** When the Work required by this Contract is fully performed, Contractor must provide written notification to Town requesting final inspection. The Engineer will schedule the date and time for final inspection, which must include Contractor's primary representative for this Project and its superintendent. Based on that inspection, Town will prepare a punch list of any items that are incomplete, missing, defective, incorrectly installed, or otherwise not compliant with the Contract Documents. The punch list to Contractor will specify the time by which all of the punch list items must be completed or corrected. The punch list may include Town's estimated cost to complete each punch list item if Contractor fails to do so within the specified time. The omission of any non-compliant item from a punch list will not relieve Contractor from fulfilling all requirements of the Contract Documents. Contractor's failure to complete any punch list item within the time specified in the punch list will not waive or abridge its warranty obligations for any such items that must be completed by the Town or by a third party retained by the Town due to Contractor's failure to timely complete any such outstanding item.

B. ***Requirements for Final Completion.*** Final Completion will be achieved upon completion or correction of all punch list items, as verified by Town's further inspection, and upon satisfaction of all other Contract requirements, including any commissioning required under the Contract Documents and submission of all final submittals, including instructions and manuals as required under Section 7.10, and complete, final as-built drawings as required under Section 7.11, all to Town's satisfaction.

C. ***Acceptance.*** The Project will be considered accepted upon Town Council action during a public meeting to accept the Project, unless the Engineer is authorized to accept the Project, in which case the Project will be considered accepted upon the date of the Engineer's issuance of a written notice of acceptance. In order to avoid delay of Project close out, the Town may elect, acting in its sole discretion, to accept the Project as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list.

D. ***Final Payment and Release of Retention.*** Final Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, will not be made sooner than 35 days after recordation of the notice of completion. If Contractor fails to complete all of the punch list items within the specified time, Town may withhold up to 150% of Town's estimated cost to complete each of the remaining items from Final Payment and may use the withheld retention to pay for the costs to self-perform the outstanding items or to retain a third party to complete any such outstanding punch list item.

11.2 Warranty.

A. ***General.*** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from

defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor warrants that materials or items incorporated into the Work comply with the requirements and standards in the Contract Documents, including compliance with Laws, and that any Hazardous Materials encountered or used were handled as required by Laws. At Town's request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor's warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

B. ***Warranty Period.*** Contractor's warranty must guarantee its Work for a period of one year from the date of Project acceptance (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

C. ***Warranty Documents.*** As a condition precedent to Final Completion, Contractor must supply Town with all warranty and guarantee documents relevant to equipment and materials incorporated into the Work and guaranteed by their suppliers or manufacturers.

D. ***Subcontractors.*** The warranty obligations in the Contract Documents apply to Work performed by Contractor and its Subcontractors, and Contractor agrees to be co-guarantor of such Work.

E. ***Contractor's Obligations.*** Upon written notice from Town to Contractor of any defect in the Work discovered during the Warranty Period, Contractor or its responsible Subcontractor must promptly correct the defective Work at its own cost. Contractor's obligation to correct defects discovered during the Warranty Period will continue past the expiration of the Warranty Period as to any defects in Work for which Contractor was notified prior to expiration of the Warranty Period. Work performed during the Warranty Period ("Warranty Work") will be subject to the warranty provisions in this Section 11.2 for a one-year period that begins upon completion of such Warranty Work to Town's satisfaction.

F. ***Town's Remedies.*** If Contractor or its responsible Subcontractor fails to correct defective Work within ten days following notice by Town, or sooner if required by the circumstances, Town may correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor must reimburse Town for its costs in accordance with subsection (H), below.

G. ***Emergency Repairs.*** In cases of emergency where any delay in correcting defective Work could cause harm, loss or damage, Town may immediately correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor or its surety must reimburse Town for its costs in accordance with subsection (H), below.

H. ***Reimbursement.*** Contractor must reimburse Town for its costs to repair under subsections (F) or (G), above, within 30 days following Town's submission of a demand for payment pursuant to this provision. If Town is required to initiate legal action to compel Contractor's compliance with

this provision, and Town is the prevailing party in such action, Contractor and its surety are solely responsible for all of Town's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein, in addition to any and all costs Town incurs to correct the defective Work.

11.3 Use Prior to Final Completion. Town reserves the right to occupy or make use of the Project, or any portions of the Project, prior to Final Completion if Town has determined that the Project or portion of it is in a condition suitable for the proposed occupation or use, and that it is in its best interest to occupy or make use of the Project, or any portions of it, prior to Final Completion.

A. ***Non-Waiver.*** Occupation or use of the Project, in whole or in part, prior to Final Completion will not operate as acceptance of the Work or any portion of it, nor will it operate as a waiver of any of Town's rights or Contractor's duties pursuant to these Contract Documents, and will not affect nor bear on the determination of the time of substantial completion with respect to any statute of repose pertaining to the time for filing an action for construction defect.

B. ***Town's Responsibility.*** Town will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the Project that are being occupied or used before Final Completion. The Contract Price or the Contract Time may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use under this Section actually adds to Contractor's cost or time to complete the Work within the Contract Time.

11.4 Substantial Completion. For purposes of determining "substantial completion" with respect to any statute of repose pertaining to the time for filing an action for construction defect, "substantial completion" is deemed to mean the last date that Contractor or any Subcontractor performs Work on the Project prior to Town acceptance of the Project, except for warranty work performed under this Article.

Article 12 - Dispute Resolution

12.1 Claims. This Article applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

A. ***Definition.*** "Claim" means a separate demand by Contractor, submitted in writing by registered or certified mail with return receipt requested, for a change in the Contract Time, including a time extension or relief from liquidated damages, or a change in the Contract Price, when the demand has previously been submitted to Town in accordance with the requirements of the Contract Documents, and which has been rejected or disputed by Town, in whole or in part. A Claim may also include that portion of a unilateral Change Order that is disputed by the Contractor.

B. ***Limitations.*** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and Town. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to

submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to Town in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by Town.

C. ***Scope of Article.*** This Article is intended to provide the exclusive procedures for submission and resolution of Claims of any amount and applies in addition to the provisions of Public Contract Code § 9204 and § 20104 et seq., which are incorporated by reference herein.

D. ***No Work Delay.*** Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of a Claim or other dispute, but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.

E. ***Informal Resolution.*** Contractor will make a good faith effort to informally resolve a dispute before initiating a Claim, preferably by face-to-face meeting between authorized representatives of Contractor and Town.

12.2 Claims Submission. A Claim must be submitted in writing by registered or certified mail with return receipt requested, and must comply with the following requirements:

A. ***Substantiation.*** The Claim must be submitted to Town in writing, clearly identified as a "Claim" submitted pursuant to this Article 12 and must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of Town's written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all known or estimated labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each component of claimed cost. Any Claim for an extension of time or delay costs must be substantiated with a schedule analysis and narrative depicting and explaining claimed time impacts.

B. ***Claim Format and Content.*** A Claim must be submitted submitted in writing by registered or certified mail with return receipt requested in the following format:

1. Provide a cover letter, specifically identifying the submission as a "Claim" submitted under this Article 12 and specifying the requested remedy (e.g., amount of proposed change to Contract Price and/or change to Contract Time).

2. Provide a summary of each Claim, including underlying facts and the basis for entitlement, and identify each specific demand at issue, including the specific Change Order request (by number and submittal date), and the date of Town's rejection of that demand, in whole or in part.

3. Provide a detailed explanation of each issue in dispute. For multiple issues included within a single Claim or for multiple Claims submitted concurrently, separately number and identify each individual issue or Claim, and include the following for each separate issue or Claim:

    a. A succinct statement of the matter in dispute, including Contractor's position and the basis for that position;

    b. Identify and attach all documents that substantiate the Claim, including relevant provisions of the Contract Documents, RFIs, calculations, and schedule analysis (see subsection (A), Substantiation, above);

    c. A chronology of relevant events; and

    d. Analysis and basis for claimed changes to Contract Price, Contract Time, or any other remedy requested.

4. Provide a summary of issues and corresponding claimed damages. If, by the time of the Claim submission deadline (below), the precise amount of the requested change in the Contract Price or Contract Time is not yet known, Contractor must provide a good faith estimate, including the basis for that estimate, and must identify the date by which it is anticipated that the Claim will be updated to provide final amounts.

5. Include the following certification, executed by Contractor's authorized representative: "The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim submittal are true and correct. Contractor warrants that this Claim submittal is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay not included herein are deemed waived."

C. ***Submission Deadlines.***

1. A Claim disputing rejection of a request for a change in the Contract Time or Contract Price must be submitted within 30 days following the date that Town notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part. A Claim disputing the terms of a unilateral Change Order must be submitted within 30 days following the date of issuance of the unilateral Change Order. These Claim deadlines apply even if Contractor cannot yet quantify the total amount of any requested change in the Contract Time or Contract Price. If the Contractor cannot quantify those amounts, it must submit an estimate of the amounts claimed pending final determination of the requested remedy by Contractor.

2. With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment or will be deemed waived.

3. A Claim disputing the amount of Final Payment must be submitted within 30 days of the effective date of Final Payment, under Section 8.7, Final Payment.

4. Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. ***Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.***

12.3 Town's Response. Town will respond within 45 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 45-day period is extended by mutual agreement of Town and Contractor or as otherwise allowed under Public Contract Code § 9204. However, if Town determines that the Claim is not adequately substantiated pursuant to Section 12.2(A), Substantiation, Town may first request in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that Town may have against the Claim.

A. ***Additional Information.*** If additional information is thereafter required, it may be requested and provided upon mutual agreement of Town and Contractor. If Contractor's Claim is based on estimated amounts, Contractor has a continuing duty to update its Claim as soon as possible with information on actual amounts in order to facilitate prompt and fair resolution of the Claim.

B. ***Non-Waiver.*** Any failure by Town to respond within the times specified above will not be construed as acceptance of the Claim, in whole or in part, or as a waiver of any provision of these Contract Documents.

12.4 Meet and Confer. If Contractor disputes Town's written response, or Town fails to respond within the specified time, within 15 days of receipt of Town's response or within 15 days of Town's failure to respond within the applicable 45-day time period under Section 12.3, respectively, Contractor may notify Town of the dispute in writing sent by registered or certified mail, return receipt requested, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to notify Town of the dispute and demand an informal conference to meet and confer in writing within the specified time, Contractor's Claim will be deemed waived.

A. ***Schedule Meet and Confer.*** Upon receipt of the demand to meet and confer, Town will schedule the meet and confer conference to be held within 30 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.

B. ***Location for Meet and Confer.*** The meet and confer conference will be scheduled at a location at or near Town's principal office.

C. ***Written Statement After Meet and Confer.*** Within ten working days after the meet and confer has concluded, Town will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

D. ***Submission to Mediation.*** If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the Town issues the written statement identifying any portion(s) of the Claim remaining in dispute, the Contractor may identify in writing disputed portion(s) of the Claim, which will be submitted for mediation, as set forth below.

12.5 Mediation and Government Code Claims.

A. ***Mediation.*** Within ten working days after the Town issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, Town and Contractor will mutually agree to a mediator, as provided under Public Contract Code § 9204. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. If there are multiple Claims in dispute, the parties may agree to schedule the mediation to address all outstanding Claims at the same time. The parties will share the costs of the mediator and mediation fees equally, but each party is otherwise solely and separately responsible for its own costs to prepare for and participate in the mediation, including costs for its legal counsel or any other consultants.

B. ***Government Code Claims*.**

1. Timely presentation of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract. Compliance with the Claim submission requirements in this Article 12 is a condition precedent to filing a Government Code Claim.

2. The time for filing a Government Code Claim will be tolled from the time Contractor submits its written Claim pursuant to Section 12.2, above, until the time that Claim is denied in whole or in part at the conclusion of the meet and confer process, including any period of time used by the meet and confer process. However, if the Claim is submitted to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation, including any continuations, if the Claim is not fully resolved by mutual agreement of the parties during the mediation or any continuation of the mediation.

12.6 Tort Claims. This Article does not apply to tort claims and nothing in this Article is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.

12.7 Arbitration. It is expressly agreed, under Code of Civil Procedure § 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.

12.8 Burden of Proof and Limitations. Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to speculative, special, or consequential damages, including home office overhead or any form of overhead not directly incurred at the Project site or any other Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-

availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract. The Eichleay Formula or similar formula will not be used for any recovery under the Contract. The Town will not be directly liable to any Subcontractor or supplier.

12.9 Legal Proceedings. In any legal proceeding that involves enforcement of any requirements of the Contract Documents, the finder of fact will receive detailed instructions on the meaning and operation of the Contract Documents, including conditions, limitations of liability, remedies, claim procedures, and other provisions bearing on the defenses and theories of liability. Detailed findings of fact will be requested to verify enforcement of the Contract Documents. All of the Town's remedies under the Contract Documents will be construed as cumulative, and not exclusive, and the Town reserves all rights to all remedies available under law or equity as to any dispute arising from or relating to the Contract Documents or performance of the Work.

12.10 Other Disputes. The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, including disputes regarding suspension or early termination of the Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by Town. Nothing in this Article is intended to delay suspension or termination under Article 13.

Article 13 - Suspension and Termination

13.1 Suspension for Cause. In addition to all other remedies available to Town, if Contractor fails to perform or correct Work in accordance with the Contract Documents, including non-compliance with applicable environmental or health and safety Laws, Town may immediately order the Work, or any portion of it, suspended until the circumstances giving rise to the suspension have been eliminated to Town's satisfaction.

A. ***Notice of Suspension.*** Upon receipt of Town's written notice to suspend the Work, in whole or in part, except as otherwise specified in the notice of suspension, Contractor and its Subcontractors must promptly stop Work as specified in the notice of suspension; comply with directions for cleaning and securing the Worksite; and protect the completed and in-progress Work and materials. Contractor is solely responsible for any damages or loss resulting from its failure to adequately secure and protect the Project.

B. ***Resumption of Work.*** Upon receipt of the Town's written notice to resume the suspended Work, in whole or in part, except as otherwise specified in the notice to resume, Contractor and its Subcontractors must promptly re-mobilize and resume the Work as specified; and within ten days from the date of the notice to resume, Contractor must submit a recovery schedule, prepared in accordance with the Contract Documents, showing how Contractor will complete the Work within the Contract Time.

C. ***Failure to Comply.*** Contractor will not be entitled to an increase in the Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents.

D. ***No Duty to Suspend.*** Town's right to suspend the Work will not give rise to a duty to suspend the Work, and Town's failure to suspend the Work will not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.

13.2 Suspension for Convenience. Town reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for Town's convenience. Upon notice by Town pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work and secure the Project site as directed by Town except for taking measures to protect completed or in-progress Work as directed in the suspension notice, and subject to the provisions of Section 13.1(A) and (B), above. If Contractor submits a timely request for a Change Order in compliance with Articles 5 and 6, the Contract Price and the Contract Time will be equitably adjusted by Change Order pursuant to the terms of Articles 5 and 6 to reflect the cost and delay impact occasioned by such suspension for convenience, except to the extent that any such impacts were caused by Contractor's failure to comply with the Contract Documents or the terms of the suspension notice or notice to resume. However, the Contract Time will only be extended if the suspension causes or will cause unavoidable delay in Final Completion. If Contractor disputes the terms of a Change Order issued for such equitable adjustment due to suspension for convenience, its sole recourse is to comply with the Claim procedures in Article 12.

13.3 Termination for Default. Town may declare that Contractor is in default of the Contract for a material breach of or inability to fully, promptly, or satisfactorily perform its obligations under the Contract.

Default. Events giving rise to a declaration of default include Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; Contractor's refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers or to correct defective Work or damage; Contractor's failure to comply with Laws, or orders of any public agency with jurisdiction over the Project; evidence of Contractor's bankruptcy, insolvency, or lack of financial capacity to complete the Work as required within the Contract Time; suspension, revocation, or expiration and nonrenewal of Contractor's license or DIR registration; dissolution, liquidation, reorganization, or other major change in Contractor's organization, ownership, structure, or existence as a business entity; unauthorized assignment of Contractor's rights or duties under the Contract; or any material breach of the Contract requirements.

A. ***Notice of Default and Opportunity to Cure.*** Upon Town's declaration that Contractor is in default due to a material breach of the Contract Documents, if Town determines that the default is curable, Town will afford Contractor the opportunity to cure the default within ten days of Town's notice of default, or within a period of time reasonably necessary for such cure, including a shorter period of time if applicable.

B. ***Termination.*** If Contractor fails to cure the default or fails to expediently take steps reasonably calculated to cure the default within the time period specified in the notice of default, Town may issue written notice to Contractor and its performance bond surety of Town's termination of the Contract for default.

C. ***Waiver.*** Time being of the essence in the performance of the Work, if Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond within seven calendar days from the date of the notice of termination pursuant to paragraph (C), Town may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that Town determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional cost incurred by Town to complete the Work following termination, where "additional cost" means all cost in excess of the cost Town would have incurred if Contractor had timely completed Work without the default and termination. In addition, Town will have the right to immediate possession and use of any materials, supplies, and equipment procured for the Project and located at the Project site or any Worksite on Town property for the purposes of completing the remaining Work.

D. ***Compensation*.** Within 30 days of receipt of updated as-builts, all warranties, manuals, instructions, or other required documents for Work installed to date, and delivery to Town of all equipment and materials for the Project for which Contractor has already been compensated, Contractor will be compensated for the Work satisfactorily performed in compliance with the Contract Documents up to the effective date of the termination pursuant to the terms of Article 8, Payment, subject to Town's rights to withhold or deduct sums from payment otherwise due pursuant to Section 8.3, and excluding any costs Contractor incurs as a result of the termination, including any cancellation or restocking charges or fees due to third parties. If Contractor disputes the amount of compensation determined by Town, its sole recourse is to comply with the Claim Procedures in Article 12, by submitting a Claim no later than 30 days following notice from Town of the total compensation to be paid by Town.

E. ***Wrongful Termination.*** If Contractor disputes the termination, its sole recourse is to comply with the Claim procedures in Article 12. If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor's damages will be strictly limited to the compensation provided for termination for convenience under Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including special or consequential damages, lost opportunity costs, or lost profits, and any award of damages is subject to Section 12.8, Burden of Proof and Limitations.

13.4 Termination for Convenience. Town reserves the right, acting in its sole discretion, to terminate all or part of the Contract for convenience upon written notice to Contractor.

A. ***Compensation to Contractor.*** In the event of Town's termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. The following will constitute full and fair compensation to Contractor, and Contractor will not be entitled to any additional claim or compensation:

1. *Completed Work.* The value of its Work satisfactorily performed as of the date notice of termination is received, based on Contractor's schedule of values and unpaid costs for items delivered to the Project site that were fabricated for incorporation in the Work;

2. *Demobilization.* Demobilization costs specified in the schedule of values, or if demobilization costs were not provided in a schedule of values pursuant to Section 8.1, then based on actual, reasonable, and fully documented demobilization costs; and

3. *Termination Markup.* Five percent of the total value of the Work performed as of the date of notice of termination, including reasonable, actual, and documented costs to comply with the direction in the notice of termination for convenience, and demobilization costs, which is deemed to cover all overhead and profit to date.

B. ***Disputes.*** If Contractor disputes the amount of compensation determined by Town pursuant to paragraph (A), above, its sole recourse is to comply with the Claim procedures in Article 12, by submitting a Claim no later than 30 days following notice from Town of total compensation to be paid by Town.

13.5 Actions Upon Termination for Default or Convenience. The following provisions apply to any termination under this Article, whether for default or convenience, and whether in whole or in part.

A. ***General.*** Upon termination, Town may immediately enter upon and take possession of the Project and the Work and all tools, equipment, appliances, materials, and supplies procured or fabricated for the Project. Contractor will transfer title to and deliver all completed Work and all Work in progress to Town.

B. ***Submittals.*** Unless otherwise specified in the notice of termination, Contractor must immediately submit to Town all designs, drawings, as-built drawings, Project records, contracts with vendors and Subcontractors, manufacturer warranties, manuals, and other such submittals or Work-related documents required under the terms of the Contract Documents, including incomplete documents or drafts.

C. ***Close Out Requirements.*** Except as otherwise specified in the notice of termination, Contractor must comply with all of the following:

1. Immediately stop the Work, except for any Work that must be completed pursuant to the notice of termination and comply with Town's instructions for cessation of labor and securing the Project and any other Worksite(s).

2. Comply with Town's instructions to protect the completed Work and materials, using best efforts to minimize further costs.

3. Contractor must not place further orders or enter into new subcontracts for materials, equipment, services or facilities, except as may be necessary to complete any portion of the Work that is not terminated.

4. As directed in the notice, Contractor must assign to Town or cancel existing subcontracts that relate to performance of the terminated Work, subject to any prior rights, if any, of the surety for Contractor's performance bond, and settle all outstanding liabilities and claims, subject to Town's approval.

5. As directed in the notice, Contractor must use its best efforts to sell any materials, supplies, or equipment intended solely for the terminated Work in a manner and at market rate prices acceptable to Town.

D. ***Payment Upon Termination.*** Upon completion of all termination obligations, as specified herein and in the notice of termination, Contractor will submit its request for Final Payment, including any amounts due following termination pursuant to this Article 13. Payment will be made in accordance with the provisions of Article 8, based on the portion of the Work satisfactorily completed, including the close out requirements, and consistent with the previously submitted schedule of values and unit pricing, including demobilization costs. Adjustments to Final Payment may include deductions for the cost of materials, supplies, or equipment retained by Contractor; payments received for sale of any such materials, supplies, or equipment, less re-stocking fees charged; and as otherwise specified in Section 8.3, Adjustment of Payment Application.

E. ***Continuing Obligations.*** Regardless of any Contract termination, Contractor's obligations for portions of the Work already performed will continue and the provisions of the Contract Documents will remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, record maintenance, or other such rights and obligations arising prior to the termination date.

Article 14 - Miscellaneous Provisions

14.1 Assignment of Unfair Business Practice Claims. Under Public Contract Code § 7103.5, Contractor and its Subcontractors agree to assign to Town all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time Town tenders Final Payment to Contractor, without further acknowledgement by the parties.

14.2 Provisions Deemed Inserted. Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be deemed amended accordingly.

14.3 Waiver. Town's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by Town. Town's waiver of any breach, failure, right, or remedy will not be deemed a waiver of

any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by Town.

14.4 Titles, Headings, and Groupings. The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.

14.5 Statutory and Regulatory References. With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that bids were due.

14.6 Survival. The provisions that survive termination or expiration of this Contract include Contract Section 11, Notice, and subsections 12.1, 12.2, 12.3, 12.4, 12.5, and 12.6 of Section 12, General Provisions; and the following provisions in these General Conditions: Section 2.2(J), Contractor's Records, Section 2.3(C), Termination, Section 3.7, Ownership, Section 4.2, Indemnity, Article 12, Dispute Resolution, and Section 11.2, Warranty.

6. Special Conditions

Pre-Construction Conference. Town will designate a date and time for a pre-construction conference with Contractor following Contract execution. Project administration procedures and coordination between Town and Contractor will be discussed, and Contractor must present Town with the following information or documents at the meeting for Town's review and acceptance before the Work commences:

1. Name, 24-hour contact information, and qualifications of the proposed on-site superintendent;
2. List of all key Project personnel and their complete contact information, including email addresses and telephone numbers during regular hours and after hours;
3. Staging plans that identify the sequence of the Work, including any phases and alternative sequences or phases, with the goal of minimizing the impacts on residents, businesses and other operations in the Project vicinity;
4. If required, traffic control plans associated with the staging plans that are signed and stamped by a licensed traffic engineer;
5. Water Pollution Control Plan;
6. Draft baseline schedule for the Work as required under Section 5.2 of the General Conditions, to be finalized within ten days after Town issues the Notice to Proceed;
7. 2 week advance public notification letter;
8. 2 day (48 hour) notice letter;
9. "No Parking" Sign;
10. Breakdown of lump sum bid items, to be used for determining the value of Work completed for future progress payments to Contractor;
11. Schedule with list of Project submittals that require Town review, and list of the proposed material suppliers;
12. Plan for coordination with affected utility owner(s) and compliance with any related permit requirements;
13. Videotape and photographs recording the conditions throughout the pre-construction Project site, showing the existing improvements and current condition of the curbs, gutters, sidewalks, signs, landscaping, streetlights, structures near the Project such as building faces, canopies, shades and fences, and any other features within the Project area limits;
14. Any other documents specified in the Special Conditions or Notice of Potential Award.

Close Out Requirements. Contractor's close out requirements include the following, if applicable:

1. Contractor must replace, with thermoplastic, any existing striping within and adjacent to the Project site that is damaged during the Work. Partially damaged striping must be replaced in its entirety.
2. Contractor must replace any survey monuments that are damaged or removed during the Work, with a Record of Survey filed by a licensed land surveyor as required by California law.
3. Before removing any traffic control or street signs on the Project site, Contractor must take photographs showing their original locations. Upon completion of each phase of construction, Contractor must temporarily reset the signs at those locations. Contractor must then replace the signs permanently upon completion of the Work and the cost of their removal and replacement must be included in the Bid Proposal.
4. Contractor must maintain any rural mail boxes on the Project site and relocate them to their permanent locations as soon as possible in the course of the Work, to the satisfaction of the affected property owners and the postal service.

END OF SPECIAL CONDITIONS

7. General Constructions Requirements

7.1. General Constructions Requirements

Measurement and Payment
Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in compliance with the Plans, Specifications, and "General Construction Requirements" of the contract documents, shall be deemed included in the price paid for other contract items and no additional compensation shall be allowed therefore.

Bid Item #1 Mobilization and Demobilization LS

Project Plans
The attached "Project Plans" found in Attachment A shall be considered as the Plans.

Mobilization
Mobilization shall include full compensation for furnishing all labor and materials, including tools, equipment and incidentals, and for performing all of the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of equipment and materials as specified in the Standard Specifications, these Contract Documents and as directed by the Engineer.

Order of Work
Order of Work shall conform to the provisions in Section 5-1.02, "Contract Components," of the Standard Specifications and these Contract Documents.

At least five (5) working days before any work is started, the Contractor shall furnish to the Engineer a written schedule for the work, listing the dates on which individual areas are to be subject to project related work and the extent of impact caused by the work. Additionally, the Contractor shall submit any request for approval for special traffic consideration including but not limited to lane closures, etc. The Contractor shall thenceforth adhere diligently to said written schedule in the prosecution of the work.

The street may not be available for work if scheduling is not requested by the Contractor and approved by the Engineer (5) working days prior to the desired workday.

Cooperation
Attention is directed to Section 5-1.36C, "Nonhighway Facilities," of the Standard Specifications.

It is the Contractor's responsibility to work with utility companies to coordinate the removal, relocation, raising to grade, installation of the new facilities, or any other utility work as shown on the plans or indicated in the specifications with the appropriate utility company. The Contractor shall provide advance notification and shall allow sufficient time and work space for the utility company to complete the work necessary.

If in the opinion of the Engineer, the Contractor's operations are delayed by reason of utility facilities not being removed or relocated, the Contractor will be entitled to an extension of time only. The Contractor shall be entitled to no other compensation for such delay.

Progress Schedule
The Contractor shall submit a project progress schedule for approval by the Engineer within eight (8)

Working Days, not including Saturdays, Sundays, and legal holidays from the date of the Notice of the Award of Contract or 3 days before the pre-construction conference, whichever comes first. Failure to submit an acceptable progress schedule shall result in rejection of the Contractor's proposal. The progress schedule shall be in the form specified below unless otherwise specified in the Special Provision or approved by the Engineer. Updated progress schedules shall be provided by the Engineer monthly with the estimates of work required in Section 9-1.16, "Progress Payments," of the Standard Specifications. No partial payments will be made for any work until an updated schedule has been submitted and approved by the Engineer. Updated schedules shall incorporate all current schedule information, including actual progress, approved time adjustments, and proposed changes in sequence and logic.

The Contractor must furnish a computerized schedule prepared by the critical path method (CPM) which shows the order in which the Contractor proposes to carry out the work; the sequence and interdependence of construction activities; all salient features of the work (including procurement of materials and equipment); the dates on which the Contractor will start the salient features of the work; and the scheduled dates for completing the said salient features. The construction schedule shall include:

a. Time for submittals and reviews;
b. Time for fabrication and delivery of manufactured products for the work; and
c. The interdependence of procurement and construction activities.

The construction schedule shall:

a. Be a timescaled network diagram referenced to specific calendar dates;
b. Include time for the Engineer to review submittals or inspect the work; and
c. Identify the activities which constitute the controlling operations or critical path.

The construction schedule shall not contain multiple critical paths.

Scheduling of change order work is the responsibility of the Contractor. The Contractor shall revise the schedule to incorporate all activities involved in completing the change order work, and submit a new schedule to the Engineer for review.

Delays or changes to non-critical activities will not be considered for a contract time extension. Non-critical activities are those activities which when delayed, do not affect the contract completion time.

The project schedules submitted shall be consistent in all respects with the time and order of work requirements of the contract. The Engineer, at his or her sole discretion, retains the right to reject any and all construction schedules submitted by the Contractor, including when the Engineer determines that the Contractor has too many items on the Critical Path, or the logic of the schedule is in error, or if the Engineer determines salient items of work are missing from the schedule.

Subject to the above provisions, nothing herein shall preclude the Contractor from early completion of the contract.

The Contractor shall submit updated progress schedules to the Engineer as a condition of approval for the monthly progress payments and final acceptance.

Record Drawings

The Contractor shall keep and maintain on the job site, one record set of drawings. On these, the Contractor shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original contract documents, including buried or concealed construction and utility features which are revealed during the course of construction. Final payment will not be approved until the Contractor prepared record drawings have been delivered to the Engineer.

General Measurement and Payment Requirements

The Contractor shall submit in all field quantities completed to date for payment with each monthly pay estimate. The Contractor shall provide, in writing, who from their team will be responsible for field measuring quantities with the Town's representative. Upon completion of a contract bid item, the Contractor's representative shall field measure the final quantities with the Town's representative. This agreed upon amount will be considered final and no re-measuring of these field quantities will be allowed without the approval of the Engineer. All supporting documentation required for payment of an item, shall be submitted by the Contractor within two pay periods following the work. Documentation submitted more than two pay periods after the work was completed will not be paid and the cost of this work shall be borne by the Contractor.

Truck Routes

Per the Town Ordinance Section 15.30.410, the following streets and highways or portions thereof within the Town limits are designated Truck Routes and are authorized for use by operators of trucks and other vehicles, which exceed a maximum gross weight of ten thousand (10,000) pounds:

- Highway 17
- Los Gatos-Saratoga Road (Highway 9)
- Los Gatos-Almaden Road
- Los Gatos Boulevard
- Blossom Hill Road
- Winchester Boulevard
- Lark Avenue

Other Town streets are unauthorized for truck routes unless otherwise approved by the Engineer.

Hours of Work

Unless otherwise approved in writing by the Engineer or specified in these Contract Documents, the hours of work for this project are Monday through Friday, 8:00 AM to 5:00 PM, unless otherwise approved by the Engineer.

The work hours will be strictly enforced. The Engineer has full authority to implement the working hours and completely shut down the construction operations outside the hours of work specified. Should the provisions of this section not be met, liquidated damages of One Thousand Dollars ($1,000.00) for every 60-minute time period (or portion thereof) beyond the hours of work allowable shall be withheld from moneys due to the Contractor.

24-Hour Contact Number

The Contractor shall assign a project superintendent who has the complete authority to make decisions

on behalf of the Contractor. The project superintendent shall be on the job at all times during construction and shall be available and on call 24 hours a day for the duration of the project. The Contractor shall provide to the Engineer and to the Los Gatos-Monte Sereno Police Department a 24-hour contact number for the project superintendent. This number shall not direct calls to a recorder or other message taking service.

Advance Public Notification

Two weeks prior to beginning any work in an area, the Contractor shall notify all residents and businesses, tenants and other applicable parties listed below, and all other properties along Diduca Way, Sky Lane, Santa Rosa Drive, Sierra Azule, Alta Tierra Court, Madera Court, Auzerais Court, Colorado Court and residents within 1500 feet on either side of the road closure. The notice shall include details of the closure, such as expected start date of construction, expected duration, project site, detour plan and a 24-hour emergency contact number. The Contractor shall provide accurate information regarding the construction schedule and activities to be incorporated into the "two-week" notification. The Contractor shall make every effort to coordinate work with individual residents and businesses whose access will be disrupted in order to minimize the disruption and impacts on the resident or business.

The Contractor shall also prove and hand-deliver a "two-day" notice. The notice shall be distributed two working days prior to the work beginning. The "two-day" notice shall be delivered to all adjoining residents and business, tenants, and other applicable parties listed below and any other properties who sole ingress/egress is through the project's work area.

Copies of all notices shall be provided to the Engineer for approval five (5) working days prior to the desired distribution date.

Should the Contractor's schedule change and/or differ in any capacity from the schedule initially mentioned in the notification to the resident/property owner/tenant or from the updates to the Town website, the Contractor shall re-notify all applicable parties (residents/property owner/tenant and/or businesses mentioned below) five (5) working days prior to the beginning of any work on that street.

The Contractor shall contact and coordinate the work with the following parties throughout the project. The "two-week" and "two-day" notification shall also be given to the following parties prior to beginning any work:

Santa Clara Valley Transportation Agency–Steve Newgren–(408) 952-4106
West Valley Collection and Recycling–(408) 283-8500
U.S. Postal Service–Post Master–(408) 395-7526
Los Gatos/Monte Sereno Police Department–(408) 354-8600
Santa Clara County Fire Department–(408) 378-4010

The Contractor shall also give written notice to residents/businesses for any driveway closures or anticipated service disruptions. The Contractor shall coordinate all disruptions with the appropriate utility, property owner, resident, business and the Town. Notice shall be given in advance and specify the duration of the disruption of any utility, and the temporary closure of access to any driveway. Such notice will comply with the requirements for closure of driveway access as specified under Special Provision Section 10-2, "Traffic Control Requirements."

Lack of proper advance notification and coordination shall result in the work being shut down. All costs associated with the stoppage of work shall be borne by the Contractor.

Line and Grade

The Contractor shall layout the project by providing all stakes and marks needed to establish the lines and grades required for completion of the work specified on the Plans and in these Contract Documents to the satisfaction of the Engineer.

Meetings

Prior to commencement of any work on the project, a pre-construction conference will be scheduled by the Town and held at the Town's Engineering Building or hosted via virtual meeting for the purpose of review and discussion of the project schedule and construction procedures. The Contractor's project manager and/or project superintendent and representatives from all listed subcontractors shall be required to attend the pre-construction conference. The Contractor shall prepare and submit at the pre-construction meeting the proposed project schedule, water pollution control plan, traffic control plan, public notification letter, and other submittals as specified under Special Conditions.

The Contractor shall also schedule and conduct weekly field meetings at locations to be determined by the Town. The meetings shall be held at the same time and place each week and shall include all subcontractors working on the project and discussions of scheduled work on the project during the week of the meeting. The Contractor shall notify the Engineer of the time, date, and location of these meetings 72 hours in advance of the first meeting. Detailed schedules for the following two weeks shall be submitted to the Engineer at each weekly meeting.

Waste Haulers and Recycling Operations

The Contractor shall not impair or impede waste hauler and recycling operations scheduled to be conducted within the project area. It is the Contractor's responsibility to determine which waste hauler and recycling operators are scheduled to operate within the project area, and to develop a project schedule that will not impair or impede the waste hauler or recycling operations.

Project Appearance and Street Sweeping

The Contractor shall maintain a clean work site. Debris developed during construction shall be disposed concurrently with its generation. Stockpiling of debris or construction materials shall not be allowed unless otherwise approved by the Engineer.

The Town prohibits the use of any public property or public right-of-way locations as construction staging points, unless specifically approved by the Engineer.

Right-of-Way

The Contractor shall operate within the public right-of-way only.

Work in Private Property

The Contractor shall secure right-of-entry agreements with each private property owners before any work in private properties. The language for the right-of-entry agreement must be approved by the Town.

Tree Protection

The Contractor shall comply with the Town Ordinance Chapter 29, Article 1, Division 2, "Tree

Protection." The Contractor shall provide protective tree fencing per the Town Ordinance Sec. 29.10.1005, "Protection of trees during construction." The Engineer and Town Arborist shall be notified of any damages that occurs to a protected tree during construction.

Staging/Disposal Areas

The Contractor shall survey the area for construction staging. Staging areas shall not be located in a residential area.

The following requirements shall apply to the contractor's staging area:

- No stockpiles or staging area will be allowed in the right-of-way or on undeveloped lots unless specifically approved by the Engineer
- The staging area will be included in the Contractor's SWPPP
- The staging area will not be located in an environmentally or culturally sensitive area and/or impact water resources (rivers, streams, bays, inlets, lakes, drainage sloughs).
- The staging area will not be located in a regulatory floodway or within the base floodplain (100-year).
- The staging area will not affect access to properties or roadways.

The Contractor shall obtain the approval of the Engineer before staging equipment or storing materials in the public right-of-way or on Town property. In addition, the Contractor shall provide proof of an agreement when using private property for staging, if requested by the Engineer.

All debris shall be hauled off and disposed of the same working day in which the material was generated.

Personal vehicles of the Contractor's employees shall not be parked in the neighborhood or on the traveled way. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic and shall travel in the normal direction of travel.

Dust Control

The following requirements shall be applicable to this contract in lieu of the requirements of Section 18, "Dust Palliatives," of the Standard Specifications:

A. The Contractor shall provide an acceptable plan for preventing the generation of dust due to the Contractor's operations in the construction zones, along the haul routes, or equipment parking areas. This plan may consist of water sprinkling sweepers or an equivalent service. No separate payment will be made for dust control and all costs in connection therewith shall be included in the payment items to which the work is incidental.

B. In the event the control of dust is not satisfactory to the Owner, the Owner shall take such measures as may be necessary to ensure satisfactory dust control and deduct the cost of such measures from any payments due to the Contractor.

Water for Construction

The costs of water as required for the construction and post-construction on this project, including dust control, shall be considered as included in the costs of items bid for applicable item of work and no separate payment will be made therefor. The Contractor shall conform to the requirements of the water

company from which water is purchased. In no case shall the Contractor violate the Town's water conservation ordinance.

Sanitation

The Contractor shall provide for sanitary facilities for the use of the workers on the job. Such facilities shall be placed and maintained by the Contractor so as not to be a nuisance to the neighbors, nor offensive to the senses nor the community standards of decency. The Engineer shall be the sole judge of the adequacy of the facility, the placement, and the maintenance thereof. Upon notification by the Engineer of deficiencies in any of these areas, the Contractor shall make immediate corrections. Failure to take corrective action within 24 hours shall give the Engineer due cause to stop the work in the contract and to order the corrective work to be done on the sanitary facility and to charge all costs of such work against the monies due or to become due to the Contractor.

7.2. Traffic Control Requirements

Measurement and Payment

Full compensation for preparing traffic control plans, temporary pavement delineation, providing construction, changeable message and detour signs, and for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in compliance with the Plans, Specifications, and "Traffic Control Requirements" of the Contract Documents, including any additional changeable message signs, shall be included and paid for in the appropriate bid item price.

Bid Item #2 Traffic Control and Detour Plan LS

Bid Item #3 Changeable Message Sign EA

General

Traffic control shall conform to the provisions of Section 12 "Temporary Traffic Control" of the Standard Specifications, Part 6, "Temporary Traffic Control," of the California Manual on Uniform Traffic Control Devices (CA MUTCD) with latest revisions, and these Technical Specifications. Nothing in these Technical Specifications shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.04, "Public Safety," of the Standard Specifications and these Contract Documents.

The traffic control plan shall be prepared in compliance with the Caltrans Standard Plans and/or CA MUTCD and shall be prepared by a certified traffic engineer or a qualified traffic control professional. The Contractor shall submit a scaled drawing with detailed information, such as lanes to be closed or narrowed, time and days of operation, transitions, cones and barricades, signs, arrow boards, pedestrian and bicycle provisions, etc. The traffic control plan should show length of transitions, cone spacing, sign spacing, etc. based on the posted speed limits or the posted construction zone speed limits. The traffic control plan shall also include a provision for the Contractor to contact and coordinate with the Valley Transportation Authority (VTA) if a bus stop is affected.

The Contractor shall maintain a safe workplace throughout the job including, but not limited to, providing all flaggers, safety equipment, flashing arrow boards, changeable message signs (minimum of two), traffic control devices; maintenance of barricades, safe pedestrian passages along sidewalks,

maintenance of handicap access throughout the project site where applicable and maintenance of pavement within the limits of the roadway and driveways with a suitable traffic bearing surface.

The Contractor shall provide and maintain all necessary traffic control devices to ensure safe pedestrian and vehicular access through and around the job site. Warning signs shall be installed at locations in accordance with the CA MUTCD, Part 6, “Temporary Traffic Control.” The Contractor shall fulfill the requirements of this section, 24 hours per day, seven days a week, including holidays, from the time the Notice to Proceed is issued until the project is formally accepted.

Should the Contractor fail to perform these duties, the Engineer, at the Engineer's sole discretion, may elect to have City, or contract forces, perform the duties, deducting 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 responsibility to perform these duties.

The Contractor shall provide a minimum of two competent and qualified flaggers dedicated solely to directing traffic if traffic lanes have been reduced to only one lane for two-way traffic, in and out of driveways and cross-streets and/or across the construction area as deemed to ensure safe traffic control during construction operations. Flaggers shall be equipped with all necessary tools to properly control the traffic.

Traffic Control/Management Plan

A traffic control plan shall be submitted by the Contractor to the Engineer a minimum of five (5) working days prior to any work commencing on the project. The traffic control plan shall be reviewed and accepted by the Engineer prior to any work commencing on the project. All traffic plans shall be prepared in accordance with the CA MUTCD, Part 6, “Temporary Traffic Control,” Section 12, “Temporary Traffic Control,” of the Standard Specifications, and these Contract Documents.

No Parking Signs

Prior to the start of work which requires parking restriction, the Contractor shall request approval to post and maintain temporary “No Parking” signs on each street where the operations will take place. It shall be the Contractor's responsibility to post "No Parking" signs in the areas where the Contractor's work will require restricted parking. The Town will provide signs for the Contractor's use. To be enforceable, the signs must be posted not less than 72 hours prior to the start of the work at a maximum spacing of 60 feet. The signs must clearly show the date(s) and hours of the parking prohibition, as well as the date and time the signs were posted, and the project name and contractor’s phone number. If the work is not performed during the timeframe indicated on the “No Parking” signs, the work will be rescheduled with at least five (5) working days advance notice. The Contractor shall perform all re-posting of “No Parking” signs and re-notification of businesses, tenants, and residents as a result of his failure to meet the posted schedule. Any delays caused by failure of the Contractor to adhere to the approved schedule will be at the Contractor’s sole expense. No additional compensation will be allowed for costs resulting from said delays.

The Contractor shall remove the “No Parking” signs immediately when they are no longer needed for use in the respective area of the project. The Contractor shall notify the Los Gatos/Monte Sereno Police Department directly after posting and immediately upon removal of the said signs at (408) 354-8600.

During the morning of each scheduled workday, the Contractor shall be responsible for calling the Los Gatos/Monte Sereno Police Department Police Dispatch to tow cars, if necessary, as approved by the Engineer. The Contractor shall have available for the police responding to the call photo documentation of the "No Parking" signs being posted if the signs were removed or vandalized the previous night.

Detours, Temporary Striping, and Barriers

Any approved detours or barriers, signing and striping necessary to complete the construction of the project shall be provided, installed, maintained, and removed by the Contractor at his expense. Temporary striping shall be self-sticking traffic marking tape, vinyl or otherwise, developed for such use, and shall be used for temporary striping as required, unless shown otherwise on the plans or specified in the Technical Specifications. No painted temporary striping or markings will be allowed unless the temporary markings will be entirely covered by the permanent markings.

Notify the Los Gatos/Monte Sereno Police Department daily at (408) 354-8600 of street or lane closures or detours within the roadway prior to setting up and upon removal of traffic control devices.

Additional Construction Area Signs and Controls

In addition to the requirements of the CA MUTCD, the following traffic controls will be required as specified by the Engineer. These additional requirements in no way relieve the Contractor from his obligation to comply with the standards set forth in that manual.

- "Road Work Ahead" (Type C-23(CA)) signs shall be posted in advance of the first major cross street before the start of the work zone to allow traffic to avoid the work zone prior to entering the zone. The signs shall also be posted at the approaches to the project site.
- "End Road Work" (Type G20-2) signs shall be placed at all public road exits from the project site.
- The Contractor shall provide, install and maintain a minimum of four (4) lighted barricades for each individual construction site for concrete improvements (i.e. for curb and gutter removal & replacement and for accessibility ramp installation).
- Changeable message signs will be used starting one (1) week prior to construction beginning and will be maintained in place until construction impacts to the public no longer exist as determined by the Engineer.
- "Bikes May Use Full Lane" (R4-11)–modified for temporary construction sign

The Contractor shall be responsible for locating existing poles on which to mount these signs or shall provide temporary stands or poles on which to place the required signs. The Engineer shall approve the method of attachment to existing poles prior to sign installation. No sign shall be mounted on decorative street light poles unless the Contractor can clearly show that the mounting method will not damage the finish on the poles.

Upon completion of the work, the signs and posts shall be removed and disposed of outside the public right of way in conformance with the provisions in the Standard Specifications.

Maintenance of Pedestrian Access and Circulation

Safe pedestrian access and circulation that is fully wheelchair accessible shall be maintained by the Contractor through or around the project area. All walkways, pedestrian crossings, ramps and other

pedestrian facilities removed or blocked by the Contractor's operations shall be replaced with temporary facilities unless otherwise approved by the Engineer.

Pedestrian access at each individual project site may be diverted for a maximum of five (5) calendar days with approved traffic control plan. Drop off from existing improvements to excavated areas shall be temporarily ramped. Ramps shall be maintained at 12:1 or flatter with compacted sub-grade or base rock material until final improvements are installed.

Full Street Closure

The Contractor is authorized to fully close Shannon Road from east of Diduca Way to west of Santa Rosa Way for the duration of the project. This closure applies to all vehicle, pedestrian and bicycle traffic. Approved project plans include a detour plan directing traffic around the work area. In the event, Contractor proposes a detour plan that deviates from the approved plan, they shall submit a complete detour plan signed and stamped by a registered professional engineer to the Town Engineer 30 days prior to implementing the street closure. In the event there is an unforeseen change requiring emergency modification to the detour plan, the Contractor shall notify the inspector immediately.

Contractor shall notify all agencies and emergency services at least forty eight (48) hours, excluding holidays and weekends, prior to implementing closure or detour. At the end of each working day, the Contractor shall update the ambulance services, police and fire departments on the status of all detours and/or lane or road closures that will be in effect up until the end of the next working day.

During all detours and/or street closures the Contractor shall provide for movement of emergency vehicles through the work area. Contractor shall maintain at least one lane open to allow emergency access for police, fire and ambulance.

Contractor shall notify two weeks prior to beginning any work all residents and businesses, tenants and other applicable parties listed below, and all other properties along Diduca Way, Sky Lane, Santa Rosa Drive, Sierra Azule, Alta Tierra Court, Madera Court, Auzerais Court, Colorado Court and residents within 1500 feet on either side of the road closure. The notice shall include details of the closure, such as expected start date of construction, expected duration, project site, detour plan and a 24-hour emergency contact number. **Vehicular access for residents on all other adjacent streets and roadways must be maintained at all times, no exceptions.**

Contractor shall post a minimum of fourteen (14) days in advance of the proposed road closure changeable message signs as shown in the project detour plan.

The closure schedule is fixed for the duration of the project. There will not be any variation for night closures or weekends/holidays. Any reopening of the closed roadway or temporary adjustment must be approved by the Town. Within five (5) working days after approved punch list, the Contractor remove all traffic control equipment and restore the roadway and adjacent areas to the original condition.

Lane Closures

Requests for lane closures shall be made a minimum of five working days prior to the proposed closure. Once the lane closure has been approved by the Town, the Contractor shall post a minimum of five (5) working days in advance of the proposed lane closure a changeable message sign at the limits of each closure or as specified by the Engineer. These changeable message signs shall also be used on the day of

the actual closure. The changeable message signs shall indicate the days and hours of the proposed lane closure and the type of work being done during that lane closure.

Flashing arrow signs shall be used for all lane closures. The Contractor shall check with the Engineer to confirm any lane closure restrictions that may be in effect before closing any lanes.

The Contractor shall leave the streets open to traffic until just prior to starting the work, and will provide all barricades, signs and traffic control measures necessary to protect the work.

No work that interferes with public traffic shall be performed outside of the working hours, except as otherwise approved by the Engineer. All traffic lanes shall be open to traffic outside of the working hours.

A minimum of one paved, or surfaced traffic lanes and one paved bicycle lane, not less than fifteen (15) feet wide (10 foot wide for the traveled vehicle lane and 5 feet wide for the bicycle lane), shall be open for use by public traffic in each direction of travel. Traffic may not be routed over unpaved roadways unless authorized by the Engineer.

In addition, the full width of the traveled way on each street shall be open for public use on Saturdays and Sundays (except for those streets approved by the Engineer for weekend work), on designated legal holidays, and when construction operations are not actively in progress. Designated legal holidays are: January 1, the third Monday in January, the third Monday in February, June 19, the last Monday in May, July 4, the first Monday in September, the fourth Thursday of November, and December 25. When a designated holiday falls on a Saturday, the preceding Friday shall be treated as a legal holiday. When a designated holiday falls on a Sunday, the following Monday shall be treated as a legal holiday.

Deviations from the requirements of this section concerning hours of work, which do not change the cost of the work, may be permitted upon the written request of the Contractor, if in the opinion of the Engineer, the general public will be better served and the work expedited. Such deviations shall not be implemented until the Engineer has provided the Contractor with written approval to do so. All other modifications will be made by contract change order.

The Contractor shall pay the Town liquidated damages in the amount of $1,000 per hour (or part of an hour) for traffic control that is set-up before the designated and approved hours of work. Liquidated damages for failure to open streets by the required time shall be $1,000.00 per hour.

Traffic Control System for Lane Closure

A traffic control system shall consist of closing traffic lanes in accordance with the details shown on Caltrans Standard Plans T10, T10A, T11, T11A, T12, T13, T13A, and T13B, the provisions of Section 12, “Temporary Traffic Control,” of the Standard Specifications, and these Contract Documents.

The provisions in this section will not relieve the Contractor from the responsibility to provide additional devices or take measures as may be necessary to comply with the provisions of Section 7-1.04, “Public Safety,” of the Standard Specifications.

Each vehicle used to place, maintain and remove components of a traffic control system on multilane roads shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining, or removing the components. Vehicles equipped with a Type II

flashing arrow sign not involved in placing, maintaining, or removing the components when operated within a stationary type lane closure shall only display the caution display mode. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion.

If any component of the traffic control system is displaced, or ceases to operate or function as specified from any cause, during the progress of the work, the Contractor shall immediately repair the component to its original condition or replace the component, and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavations adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations, approved by the Engineer.

Temporary Pavement Delineation

Temporary pavement delineation shall comply with these Technical Specifications and with Section 12-3, “Temporary Traffic Control Devices,” of the Standard Specifications, CA MUTCD, and these Contract Documents.

Signalized Intersections

The Contractor shall be responsible for contacting and coordinating with the Town’s signal maintenance contractor for any work at signalized intersections. No additional working days will be given due to the Contractor for not scheduling the work with the Town’s signal maintenance contractor prior to the start of work.

8. Technical Specifications

8.1. Water Pollution Control

Measurement and Payment
Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in compliance with the Plans, Specifications, and "Water Pollution Control" of the Technical Specifications, shall be included and paid for in the appropriate bid item price.

Bid Item #4 Water Pollution Control LS

General

Water pollution control work shall conform to the provisions in Section 13, "Water Pollution Control", of the Caltrans Standard Specifications and these Technical Specifications. Water pollution control work shall conform to the requirements in the Water Pollution Control Program (WPCP) Preparation Manual" and the "Construction Site Best Management Practices (BMPs) Manual," and addenda thereto issued up to, and including, the date of advertisement of the project. These manuals are hereinafter referred to respectively as the "Preparation Manual" and the "Construction Site BMPs Manual", and collectively, as the "Manuals". Copies of the Manuals may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, and may also be obtained from the Department's Internet website at:

https://dot.ca.gov/programs/construction/storm-water-and-water-pollution-control/manuals-and-handbooks

The Contractor shall know and fully comply with applicable provisions of the Manuals, and Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from both the project site and areas of disturbance outside the project limits during construction. Attention is directed to Sections 7-1.02, "Laws", and 7-1.05, "Indemnification", of the Standard Specifications.

The Contractor shall be responsible for ensuring that all work conforms to the "Best Management Practices for the Construction Industry" found in the Storm Water Pollution Prevention Plan (SWPPP), the "Blueprint for a Clean Bay" handout found in **Attachment C**, and the Town Code found in **Attachment D**.

The Contractor shall comply with the requirements of the State Water Resource Control Board (SWRCB) National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge Associated with Construction and Land Disturbance Activities.

The Contractor shall not violate any discharge prohibition contained in the California Regional Water Quality Control Board San Francisco Bay Basin Water Quality Control Plan ("Basin Plan").

Water pollution control requirements shall apply to storm water and non-storm water discharges from areas outside the project site which are directly related to construction activities for this contract including, but not limited to, staging areas, storage yards and access roads. The Contractor shall comply with the Manuals for those areas and shall implement, inspect, and maintain the required water

pollution control practices. Installing, inspecting, and maintaining water pollution control practices on areas outside the project limits not specifically arranged and provided for by the Town for the execution of this contract, will not be paid for.

The Contractor shall be responsible for penalties assessed or levied on the Contractor or the Town as a result of the Contractor's failure to comply with the provisions in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Manuals, and Federal, State and local regulations and requirements as set forth therein.

Penalties as used in this section shall include fines, penalties, and damages, whether proposed, assessed, or levied against the Town or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

Retention of Funds

Notwithstanding any other remedies authorized by law, the Town may retain money due the Contractor under the contract, in an amount determined by the Town, up to and including the entire amount of penalties proposed, assessed, or levied as a result of the Contractor's violation of the Manuals, or Federal or State law, regulations or requirements. Funds may be retained by the Town until final disposition has been made as to the penalties. The Contractor shall remain liable for the full amount of penalties until such time as they are finally resolved with the entity seeking the penalties.

Retention of funds for failure to conform to the provisions in this section, "Water Pollution Control", shall be in addition to the other retention amounts required by the contract. The amounts retained for the Contractor's failure to conform to provisions in this section will be released for payment on the next monthly estimate for partial payment following the date when an approved WPCP has been implemented and maintained, and when water pollution has been adequately controlled, as determined by the Engineer.

When a regulatory agency identifies a failure to comply with the Manuals, or other Federal, State or local requirements, the Town may retain money due the Contractor, subject to the following:

A. The Town will give the Contractor seventy-two (72) hours' notice of the Town's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.

During the first progress payment period after that the Contractor fails to conform to the provisions in this section, "Water Pollution Control", the Town may retain an amount equal to twenty-five percent (25%) of the estimated value of all contract work performed on the entire contract.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to water pollution control work. The Contractor and the Town shall provide copies of

correspondence, notices of violations, enforcement actions or proposed fines by regulatory agencies to the requesting regulatory agency.

Water Pollution Control Program Preparation, Approval, and Amendments

As part of the water pollution control work, a Water Pollution Control Program (WPCP) is required for this contract. The WPCP shall conform to the provisions in Section 13, “Water Pollution Control”, of the Standard Specifications, the requirements in the Manuals, and these Technical Specifications. Upon the Engineer's approval of the WPCP, the WPCP shall be considered to fulfill the provisions in Section 13, “Water Pollution Control”, of the Standard Specifications for development and submittal of a Water Pollution Control Plan.

No work having potential to cause water pollution shall be performed until the WPCP has been approved by the Engineer. Approval shall not constitute a finding that the WPCP complies with applicable requirements of the Manuals and applicable Federal, State and local laws, regulations, and requirements.

The Contractor shall designate a Water Pollution Control Manager. The Water Pollution Control Manager shall be responsible for the preparation of the WPCP and required modifications or amendments and shall be responsible for the implementation and adequate functioning of the various water pollution control practices employed. The Contractor may designate different Water Pollution Control Managers to prepare the WPCP and to implement the water pollution control practices. The Water Pollution Control Managers shall serve as the primary contact for issues related to the WPCP or its implementation. The Contractor shall assure that the Water Pollution Control Manager(s) have adequate training and qualifications necessary to prepare the WPCP, implement and maintain water pollution control practices, as described in Section 13, “Water Pollution Control”, of the Standard Specifications.

Within five (5) working days after the execution of the contract, the Contractor shall submit two (2) copies of the draft WPCP to the Engineer. The Engineer will have five (5) working days to review the WPCP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within five (5) working days of receipt of the Engineer's comments. The Engineer will have five (5) working days to review the revisions. Upon the Engineer's approval of the WPCP, one (1) approved copy of the WPCP, incorporating the required changes, shall be submitted to the Engineer. To allow construction activities to proceed, the Engineer may conditionally approve the WPCP while minor revisions are being completed. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for resulting losses, and an extension of time will be granted, in the same manner as provided for in Section 8-1.07, "Delays", of the Standard Specifications.

The WPCP shall incorporate water pollution control practices in the following categories:

A. Soil stabilization.

B. Sediment control.

C. Wind erosion control.

D. Tracking control.

E. Non-storm water management.

F. Waste management and materials pollution control.

The Contractor shall develop a Water Pollution Control Schedule that describes the timing of grading or other work activities that could affect water pollution. The Water Pollution Control Schedule shall be updated by the Contractor to reflect changes in the Contractor's operations that would affect the necessary implementation of water pollution control practices.

The Contractor shall prepare an amendment to the WPCP when there is a change in construction activities or operations which may affect the discharge of pollutants to surface waters, ground waters, municipal storm drain systems, or when the Contractor's activities or operations violate Federal, State or local regulations, or when directed by the Engineer. Amendments shall identify additional water pollution control practices or revised operations, including those areas or operations not identified in the initially approved WPCP. Amendments to the WPCP shall be prepared and submitted for review and approval within a time approved by the Engineer, but in no case longer than the time specified for the initial submittal and review of the WPCP.

The Contractor shall keep one copy of the approved WPCP and approved amendments at the project site. The WPCP shall be made available upon request by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests by the public shall be directed to the Engineer.

No adjustment in compensation will be made for ordered changes to correct WPCP work resulting from the Contractor's own operations or from the Contractor's negligence.

If requested by the Contractor and approved by the Engineer, changes to the water pollution control program, including addition of new water pollution control practices, will be allowed. Changes shall be included in the approved amendment of the WPCP. If the requested changes result in a net cost increase to the lump sum price for water pollution control, an adjustment in compensation will be made without change to the water pollution control item. The net cost increase to the water pollution control item will be paid for as extra work as provided in Section 4-1.05, "Changes and Extra Work", of the Standard Specifications.

WPCP Implementation

Unless otherwise specified, upon approval of the WPCP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices specified in the WPCP and in the amendments. Unless otherwise directed by the Engineer, the Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.06, "Suspensions", of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices shall conform to the requirements in the Manuals and these Technical Specifications.

If the Contractor or the Engineer identifies a deficiency in the implementation of the approved WPCP or amendments, the deficiency shall be corrected immediately. The deficiency may be corrected at a later

date and time if requested by the Contractor and approved by the Engineer in writing but shall be corrected prior to the onset of precipitation. If the Contractor fails to correct the identified deficiency by the date agreed or prior to the onset of precipitation, the project shall be in nonconformance with this section. Attention is directed to Section 5-1.03, "Engineer's Authority", of the Standard Specifications, and to "Retention of Funds" of this section for possible nonconformance penalties.

If the Contractor fails to conform to the provisions of this section, "Water Pollution Control", the Engineer may order the suspension of construction operations until the project complies with the requirements of this section.

Implementation of water pollution control practices may vary by season. The Construction Site BMPs Manual and these Technical Specifications shall be followed for control practice selection of year-round, rainy season and non-rainy season water pollution control practices.

Year-Round Implementation Requirements

The Contractor shall have a year-round program for implementing, inspecting and maintaining water pollution control practices for wind erosion control, tracking control, non-storm water management, and waste management and materials pollution control.

The National Weather Service weather forecast shall be monitored and used by the Contractor on a daily basis. An alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted, the necessary water pollution control practices shall be deployed prior to the onset of the precipitation.

Disturbed soil areas shall be considered active whenever the soil disturbing activities have occurred, continue to occur or will occur during the ensuing fifteen (15) working days. Non-active areas shall be protected as prescribed in the Construction Site BMPs Manual within ten (10) working days of cessation of soil disturbing activities or prior to the onset of precipitation, whichever occurs first.

Rainy Season Implementation Requirements

Soil stabilization and sediment control practices conforming to the requirements of these Technical Specifications shall be provided throughout the rainy season, defined as between October 15th and April 15th.

An implementation schedule of required soil stabilization and sediment control practices for disturbed soil areas shall be completed no later than fifteen (15) working days prior to the beginning of each rainy season. The implementation schedule shall identify the soil stabilization and sediment control practices and the dates when the implementation will be twenty-five percent (25%), fifty percent (50%) and one hundred percent (100%) complete, respectively. For construction activities beginning during the rainy season, the Contractor shall implement applicable soil stabilization and sediment control practices.

Non-Rainy Season Implementation Requirements

The non-rainy season shall be defined as days outside the defined rainy season. The Contractor's attention is directed to the Construction Site BMPs Manual for soil stabilization and sediment control implementation requirements on disturbed soil areas during the non-rainy season. Disturbed soil areas

within the project shall be protected in conformance with the requirements in the Construction Site BMPs Manual with an effective combination of soil stabilization and sediment control.

Maintenance

To ensure the proper implementation and functioning of water pollution control practices, the Contractor shall regularly inspect and maintain the construction site for the water pollution control practices identified in the WPCP. The construction site shall be inspected by the Contractor as follows:

A. Prior to a forecast storm.

B. After a precipitation event which causes site runoff.

C. At twenty-four (24) hour intervals during extended precipitation events.

D. Routinely, a minimum of once every two (2) weeks outside of the defined rainy season.

E. Routinely, a minimum of once every week during the defined rainy season.

The Contractor shall use the Caltrans Stormwater Site Inspection Report Form CEM-2030 provided at http://www.dot.ca.gov/hq/construc/forms.htm. One copy of each site inspection record shall be submitted to the Engineer within twenty-four (24) hours of completing the inspection.

Reporting Requirements

If the Contractor identifies discharges into surface waters or drainage systems in a manner causing, or potentially causing, a condition of pollution, or if the project receives a written notice or order from a regulatory agency, the Contractor shall immediately inform the Engineer. The Contractor shall submit a written report to the Engineer within five (5) working days of the discharge event, notice or order. The report shall include the following information:

A. The date, time, location, nature of the operation, and type of discharge, including the cause or nature of the notice or order.

B. The water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.

C. The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent reoccurrence.

D. An implementation and maintenance schedule for affected water pollution control practices.

8.2. Clearing and Grubbing

Measurement and Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in compliance with the Plans, Specifications, and “Clearing and Grubbing” of the Technical Specifications, shall be included and paid for in the appropriate bid item price.

Bid Item #5 Clearing and Grubbing LS

Bid Item #6 Tree Removal (DBH ≤ 12") EA

Bid Item #7 Tree Removal (12"< DBH ≤ 24") EA

Bid Item #8 Tree Removal (24"< DBH ≤ 36") EA

General

Clearing and Grubbing shall conform to the provisions of Section 17-2 "Clearing and Grubbing" of the Standard Specifications and these Technical Specifications. Clearing and Grubbing shall consist of tree trimming and to complete all necessary construction including removal and disposal of such, removal and disposal of any debris, vegetation, and other deleterious or objectionable material to receive work including but not limited to debris, soil and plant material along the edge of pavement, clearing of vegetation in front of the proposed retaining wall in the area where structure excavation occurs, and other areas necessary to construct and complete all project improvements, and removal of thermoplastic, traffic markers, delineators, signs and signposts as indicated on the plans. Depressions or voids created by the removal of existing pavements, or utilities should be excavated to expose firm soil and backfilled as described later in this section.

Contractor shall be prepared to sweep surfaces immediately at the request of the Engineer should the Engineer deem it is necessary for public safety and to avoid damage to properties. Sediment control measures and other BMPs shall be installed to protect drain inlets and locations where runoff may leave the construction area according to the Construction Site Best Management Practices (BMP) Manual (latest edition) and in accordance with the Water Pollution Control Program.

This project includes work on roadways and roadway embankments with mature trees within and adjacent to the work area. In some locations, the tree canopy extends over the work area. It is the responsibility of the Contractor to conduct operations around said tree canopy such that the work is accomplished without damage to trees. The Contractor shall inspect and determine required clearance for all equipment and vehicles and perform pruning as necessary prior to the start of work as described in Bid Item "Clearing and Grubbing". The Contractor may, with the Engineer's approval, prune additional trees to better facilitate construction operations. No pruning or trimming of trees beyond what is specified in these Technical Specifications is allowed without specific written permission from the Engineer. Any pruning or trimming that may be required must be approved at least ten (10) working days in advance.

Tree Removal

Prior to the removal of any tree, existing utilities that may be in the vicinity of the root ball shall be potholed prior to removal to verify utility depth and location.

Trees, shrubs, and bushes designated for removal shall be clearly identified by the contractor before removal operations begin. Only trees shown on the plans or so designated by the engineer, shall be removed. Trees, shrubs, and bushes will be removed in a manner consistent with the health and safety of the tree climbing crew, the general public and private property. Felled trees, shrubs, and bushes may be cut into sections and removed from the site. All branches, leaves, and vegetative debris shall be reduced to chips. All trees, shrubs, and bush rounds, branches, chips, debris, and the like shall be completely removed and disposed of in accordance with State Standard Specifications. Wood debris

shall not be stored onsite. All wood debris shall be removed as it is generated. Under no circumstances may chips or other combustible materials be disposed of onsite.

Tree removal shall include grinding out of stump and root ball to a depth of 2 feet or complete removal of the root ball whichever is less so that it does not interfere with the new work. The area shall be backfilled with native soil and compacted to 90% relative compaction unless described otherwise on the Plans. Contractor shall contact the Engineer for inspection of completed stump removal prior to backfilling.

Pruning

Tree, roots, and bush pruning shall be performed under the direction a certified arborist registered by the International Society of Arboriculture (ISA) and in accordance with "Pruning Standards," published by the Western Chapter of the International Society of Arboriculture. The Contractor shall submit Arborist's credentials for review by the Town 14 calendar days prior to the pre-construction meeting. A Certified Arborist shall be supplied at the expense of the Contractor.

Any damage to existing tree trunks, limbs or roots over 2 inches in diameter shall be immediately reported in writing to the Town and, at the direction of the Town, repaired immediately at the Contractor's expense by the approved Certified Arborist.

The Certified Arborist shall direct repair of trees damaged by construction operations. Repairs shall be made promptly after damage occurs to prevent progressive deterioration of damaged trees.

All material resulting from pruning operations shall be disposed of outside the street right-of way as required in Section 16, "Temporary Facilities," of the Standard Specifications.

Protection

Contractor shall make all personnel on site aware of the tree protection requirements. Failure of any worker to observe these requirements or to operate equipment with sufficient care to avoid damaging trees is grounds for removal of said worker from the project by the Engineer.

The Contractor shall use extreme care when excavation operations occur in the proximity of trees. At no time shall the Contractor strike trees with excavation equipment. Trees less than six (6) inches in diameter that are damaged by the Contractor shall be mitigated by the replacement of said tree in kind with regard to size and species. Trees greater than six (6) inches in diameter shall be examined by a Certified Arborist and a report provided to the Engineer indicating measures that can be taken to mitigate the damage to the tree at the Contractor's expense. In the event the tree must be removed the Contractor shall replace the tree at a three (3) to one (1) ratio. The trees shall be planted in locations determined by the Engineer. All associated reports, removals and mitigation work shall be performed at no cost to the Town.

Biological Resource Protection

All resources and requirements specified in the Notice of Categorical Exemption (including the Biological Resources Survey Report), **Appendix D**, shall be adhered to and complied with by the Contractor during the completion of this project. Trees within the project area provide low quality potential roosting habitat for Townsend's big-eared bat, a CDFW Species of Special Concern. Removal or pruning of large

trees could result in the destruction of roosts, and disturbance from construction activities in the vicinity of maternity roosts could result in roost abandonment and mortality of young. The following measures should be implemented to ensure that no unanticipated effects on Townsend's big-eared bat will occur during project construction:

- No more than 14 days prior to the initiation of tree and vegetation removal or ground disturbing activities, the Town will provide a qualified biologist to conduct a survey of the project site and vicinity to determine if Townsend's big-eared bat roosts are present. The Contractor shall provide at least 2 weeks notification to the Town to provide survey of bats.
- If active Townsend's big-eared bat roosts are found on or in the immediate vicinity of the project site where construction activities are planned, consultation with CDFW is recommended to establish acceptable avoidance or minimization measures to avoid impacts to Townsend's big-eared bat. Avoidance measures could include the establishment of a suitable activity-free buffer around active roosting sites. The size of the buffer, duration of buffer, acceptable activities, and other details will be established through consultation with the CDFW. The avoidance or minimization plan shall be submitted to the Town and CDFW for review and approval prior to the start of construction activities.
- Alternatively, if occupied trees need to be removed, then the Town shall prepare a Bat Management Plan. The plan shall recognize that both maternity and winter roosting seasons are vulnerable times for bats and require exclusion outside of these times, generally between March 1 to April 15 or September 1 to October 15 when temperatures are sufficiently warm. The plan will identify suitable areas for excluded bats to disperse to or require the installation of artificial bat houses as necessary. The Town shall monitor the removal of trees with suitable bat habitat or identified as occupied by bats during the Project. Trees may be removed only if: a) presence of bats is presumed, or documented during the surveys, in trees with suitable bat habitat, and removal using the two-step removal process detailed below occurs only during seasonal periods of bat activity from approximately March 1 through April 15 and September 1 through October 15, or b) after a CDFW Qualified Biologist, under prior written approval of the proposed survey methods by the CDFW, conducts night emergence surveys or a complete visual examination of roost features that establish absence of roosting bats. Two-step tree removal will be conducted over two consecutive days, as follows: 1) the first day (in the afternoon), under direct supervision and instruction by a qualified bat biologist limbs and branches will be removed by a tree cutter using chainsaws only. Limbs with cavities, crevices, or deep bark fissures will be avoided, and 2) the second day the entire tree will be removed.

Trees within the project area provide potential nesting habitat for migratory birds and raptors. If a migratory bird or raptor were to nest in the project area prior to or during proposed construction activities, such activities could result in the abandonment of active nests or direct mortality to the bird. Construction activities that adversely affect the nesting success of any migratory birds, including tree-nesting raptors, or result in the mortality individual birds constitute a violation of the Federal Migratory

Bird Treaty Act (16 U.S.C., scc. 703, Supp. I, 1989) which prohibits killing, possessing, or trading in migratory birds, except in accordance with regulations prescribed by the Secretary of the Interior.

Below are 2 construction requirements to ensure that no unanticipated effects on nesting migratory birds and raptors will occur during project construction:

- **Standard CDFW Requirement 1:** If project work must occur during the nesting season (February 1 – September 1), the Town shall utilize a qualified biologist to survey nesting birds within the project area, no more than 14 days prior to the beginning of tree and vegetation removal or ground disturbing activities. A copy of the survey shall be submitted to the Town prior to the start of construction activities. The Contractor shall provide at least 2 weeks notification to the Town to provide survey of nesting birds and raptors.
- **Standard CDFW Requirement 2:** If nesting birds are detected within the project area during the survey, consultation with CDFW and USFWS is recommended to establish acceptable avoidance or minimization measures to avoid impacts to migratory birds and raptors. Avoidance measures could include the establishment of a suitable activity-free buffer around active nests/roosting sites. The size of the buffer, duration of buffer, acceptable activities, and other details will be established through consultation with the CDFW and USFWS. The avoidance or minimization plan shall be submitted to the Town, CDFW, and USFWS for review and approval prior to the start of construction activities. These measures will ensure that no nesting birds are impacted by construction activities.

Native and protected tree species were noted during the biological resources survey and are indicated SSS and Environmental Feasibility Memo. Chapter 29, Article I, Division 2 of the Town Code addresses tree removal regulations including permit requirements for projects that will require removal or pruning of trees. This division protects all trees which have a four-inch or greater diameter of any trunk and are located on property other than developed residential property or are publicly owned trees growing on Town lands, public places, or in a public right-of-way easement. The division also protects heritage trees and large protected trees. Heritage trees are specifically designated by action of the Town Council as such, and large protected trees are defined as any oak (*Quercus* spp.), California buckeye (*Aesculus californica*), or Pacific madrone (*Arbutus menziesii*) which has a 24-inch or greater diameter; or any other species of tree with a 48-inch or greater diameter. Damage to live oak trees and or other native trees not specified for removal or trimming/pruning in the project plans and specifications including all costs and mitigation measures for this damage shall be the responsibility of the Contractor.

Additional general construction measures shall be implemented by the Contractor to protect wildlife species and habitats:

- The use or storage of petroleum-powered equipment shall be accomplished in a manner to prevent the potential release of petroleum materials into adjacent habitat areas, including waters of the State and U.S.,

- Areas for fuel storage, refueling and servicing of construction equipment must be located in an upland location outside of sensitive habitat,

- Wash sites must be located in upland locations to ensure wash water does not flow into stream channels or wetlands.

- All construction equipment must be in good working condition, showing no signs of fuel or oil leaks. All questionable motor oil, coolant, transmission fluid, and hydraulic fluid hoses, fittings and seals shall be replaced. The mechanical equipment shall be inspected on a daily basis to ensure no leaks. All leaks shall be repaired in the equipment staging area or other suitable location prior to resumption of construction activity.

- Oil absorbent and spill containment materials shall be located on site when mechanical equipment is in operation within 100 feet of wetland or other habitat areas. If a spill occurs, no additional work shall occur until, 1) the mechanical equipment is inspected by the Contractor and the leak has been repaired, 2) the spill has been contained, and 3) the appropriate regulatory agencies have been contacted and have evaluated the impacts of the spill.

- To avoid debris contamination into drainages and other sensitive wildlife habitats, silt fence or other sediment control devices shall be placed around construction sites in these areas to contain spoils from construction excavation activities.

- Surveys for identified special-status species shall be conducted by qualified biologists at the appropriate times before construction starts to determine occupancy at the site. If no special-status species are found, no further action other than the Best Management Practices identified above are required. If individuals are found, including nesting birds, a buffer zone around the species or nest will be required at a sufficient distance to prevent take of individual species.

- Environmental Awareness Training shall be presented to all Contractor personnel working in the field on the proposed project area. Training shall consist of a brief presentation in which biologists knowledgeable of endangered species biology and legislative protection shall explain endangered species concerns. Training shall include a discussion of sensitive wildlife species (Townsend's big-eared bat, nesting birds). Species biology, habitat needs, identification, status under the California and Federal Endangered Species Acts, and measures being incorporated for the protection of these species and their habitats shall also be discussed. As part of the training, an environmental awareness handout will be provided to all personnel that describes the special-status species, includes photographs of the species, and lists applicable permit conditions identified by local, state, and federal agencies to protect these resources. If any project personnel are added to the proposed project, they must receive the mandatory training before starting work.

- Project site boundaries shall be clearly delineated by stakes and/or flagging by the Contractor to minimize inadvertent degradation or loss of adjacent habitat areas during project operations. Contractor shall post signs and/or place fence around the project site to restrict access of vehicles and equipment unrelated to project operations.

Full compensation for complying with the above provisions shall be considered as included in the contract price for "Clearing and Grubbing" and no separate payment will be made.

8.3. Existing Facilities

Measurement and Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work in compliance with the Plans, Specifications, and "Existing Facilities," of the Technical Specifications, shall be included and paid for in the appropriate bid item price.

Bid Item #9 Adjust Water Valve (Revocable) EA

Bid Item #10 Protect Air Release Valve (ARV) and Remove and Replace ARV Support Structure EA

Bid Item #41 Remove and Replace Survey Monument (Revocable) EA

General

Existing Facilities shall conform to Section 15, "Existing Facilities," of the Standard Specifications, the Plans, and these Contract Documents.

Protect Existing Facilities to Remain

The Contractor shall work around and protect all existing improvements to remain, including but not limited to existing utilities, monumentation, benchmarks, 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.

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.

Existing utility lines are not shown on plans. 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. Contractor must share an image of the notification attached to the door with the town. 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.

All existing improvements, including but not limited to, irrigation systems, brick work, stone work, concrete 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 adjacent 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.

Adjust Facilities to Grade

All existing manholes, traffic signal boxes, handholes, utility valve covers, utility frames, utility valve boxes, water meter boxes, cable boxes, vault covers, and monuments within the project limit of work area shall be adjusted to grade in accordance with Section 15, “Existing Facilities,” of the Standard Specifications, the Plans, and these Contract Documents. Where existing facilities to be adjusted are located in traffic areas, said facilities shall be modified to handle traffic loads and retrofitted with traffic covers. Exact locations of survey monuments, etc. shall be field verified by the Contractor at the start of construction and field verified by the Engineer prior to the start of work

The Town shall be notified seven (7) working days prior to adjusting any facilities to grade. All work shall be done without any interruption to services provided by the facility.

Frames and covers shall be removed, transported, and stored without damage. Any items damaged shall be replaced at the Contractor's expense. Pre-existing damage must be brought to the Engineer’s attention prior to commencement of any work. All facilities shall be adjusted to grade within fourteen (14) working days after the final hot mix asphalt overlay has been placed on each street. The covers shall be raised by excavating the frame and cover in a neat concentric circle with a diameter not greater than necessary to loosen and adjust the frame with the cover and the concrete collar.

At the direction of the Engineer, the Contractor shall use quick set concrete for all collars. Class A concrete mix (590 pounds cement per cubic yard concrete) shall be used to fill the void to an elevation 1” to 1.5” below finish grade. After three (3) days of concrete set, a tack coat of undiluted SS1h asphalt emulsion shall be applied to all concrete and vertical surfaces. The hot mix asphalt (HMA) surface course to be applied shall be 1/2", Type A, compacted to a minimum of 95 percent. Asphalt binder shall be PG 64-10. Any facilities that are adjusted to grade, but are not to the satisfaction of the Engineer, shall be removed and re-adjusted within four (4) working days of being notified to do so by the Engineer. All required hot mix asphalt, tack coat and concrete required for raising facilities to grade shall be paid for under this contract item.

Monument boxes in work areas shall be raised or adjusted to the new grade without disturbing the existing monument, or the Contractor shall be responsible for obtaining services of a registered Surveyor to tie out the existing monument, remark, and reset the monument following the raising of the box. The Contractor shall be responsible for filing the appropriate Corner Records as necessary for relocation of the monument and shall provide a copy of all recorded documentation to the Town prior to project acceptance.

New monument boxes, including frames and covers shall be installed to grade around those monuments that do not have existing boxes. Any new monument boxes, frames, and covers needed shall be provided by the Town. All covers shall be stable under traffic.

The Contractor shall clean all concrete, HMA debris. and tack oil off of utility covers caused by the Contractor’s operation.

8.4. Earthwork

Measurement and Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work in compliance with the Plans, Specifications, and "Earthwork," of the Technical Specifications, shall be included and paid for in the appropriate bid item price.

Bid Item #11 Structure Excavation for Wall (F) CY

Bid Item #12 Structure Backfill for Wall (F) CY

Bid Item #13 Embankment Fill (F) CY

Bid Item #14 Offhaul and Disposal (Revocable) LCY

General

Earthwork shall conform to the provisions of Section 19, "Earthwork," of the Standard Specifications and these Technical Specifications.

Structure excavation work shall include, but not be limited to, structure excavation, offhaul, and disposal for construction of the retaining wall shown on the Plans and as directed by the Engineer.

Structure backfill work shall include, but not be limited to, transporting stockpiled drilling spoils, or importing borrow and placing, grading, moisture conditioning, and compacting structure backfill as shown on the Plans and as directed by the Engineer.

Embankment fill work shall include but not be limited to segregating, stockpiling asphalt concrete pavement millings, pulverizing and processing onsite asphalt concrete roadway materials (means and methods by Contractor to achieve project plans and specifications) to meet structure backfill requirements, grading, placing, moisture conditioning, and compacting as shown on and in accordance with the project plans and specifications.

Embankment fill shall be placed behind the retaining wall as shown in the typical cross sections on the Plans. Embankment fill shall be placed after completion of the retaining wall and prior to the road reconstruction.

Definitions

Structure excavation for wall – all excavation at the airside of the retaining wall

Structure backfill for wall - all backfill at the airside of the retaining wall and one foot behind retaining wall below the existing grade

Embankment fill - all backfill at the landside of the retaining wall

Materials

Structure backfill shall conform to the provisions of Section 19-3.02C, "Structure Backfill," of the Standard Specifications.

Drilling spoils may be used as structure backfill if they are obtained from the drilled hole below the bottom of lagging elevation. Drilling spoils above the bottom of the lagging elevation shall not be used.

The embankment fill may consist of import borrow material, onsite asphalt concrete roadway materials (pulverized/processed AC) providing that these are properly stockpiled and segregated from on-site soils, uniformly blended and conform to the provisions of Section 19-3.02C, "Structure Backfill," of the Standard Specifications.

Excavated excess material shall be disposed of in accordance with these Technical Specifications.

Execution

Structural backfill shall be compacted to at least 95 percent of the maximum dry density in accordance with ASTM D-1557, "Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort."

Offhaul

Offhaul and disposal of road structure material (e.g., AC grindings, aggregate base, subgrade soil) is anticipated due to lowering the roadway section as indicated on the plans. It is the intent of the project to use suitable road structure materials as specified herein to construct the structure backfill, embankment fill and be used in the FDR process. The nominal in-situ volume or bank cubic yards (BCY) for materials to be offhauled is about 1,150 BCY. For bidding, measurement, and payment purposes offhaul will be measured in loose cubic yards (LCY) and is estimated to be 1,450 LCY. Material to be offhauled shall be placed in a neat stockpile for measuring/surveying purposes. Stockpiles shall be covered.

8.5. Cast-In-Drilled-Hole (CIDH) Concrete Piles

Measurement and Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work in compliance with the Plans, Specifications, and "Cast-In-Drilled-Hole (CIDH) Concrete Piles," of the Technical Specifications, shall be included and paid for in the appropriate bid item price.

Bid Item #15 24-Inch Cast In Drilled Hole (CIDH) Concrete Piling LF

General

CIDH concrete pile work shall conform to the provisions of Section 49, "Piling," Section 19-3.02I, "Lean Concrete Backfill," and Section 19-3.03B(2), "Soldier Pile Walls," of the Standard Specifications and these Technical Specifications.

Work shall include, but not be limited to, drilling holes, stockpiling of drilling spoils for reuse as structure backfill, removing and disposing of excess material, and placement of Portland cement lean concrete backfill.

Materials

Lean concrete backfill shall have a minimum compressive strength of 150 psi at 28 days.

Lean concrete backfill shall be excavatable to facilitate placement of lagging between soldier pile flanges.

Execution

Drilled holes for the CIDH piles shall be of the diameter shown on the Plans and shall be straight and plumb such that the required minimum clearance between the steel beams and the sides of the hole is achieved for the length of the pile.

The bottom of the drilled hole shall be cleaned of loose material and free of water before placing steel and the backfill. The Contractor shall provide temporary casing as necessary to prevent caving of the drilled holes. The Contractor shall provide pumping equipment to remove water from holes before placement of the backfill.

The top elevations of lean concrete backfill shall be no more than 2 inches above or 2 inches below the top of lean concrete backfill elevations shown on the Plans.

The Contractor shall provide all necessary spacers and rigging to position the steel soldier pile.

8.6. Steel Soldier Pile

Measurement and Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work in compliance with the Plans, Specifications, and "Steel Soldier Pile," of the Technical Specifications, shall be included and paid for in the appropriate bid item price.

Bid Item #16 Steel Soldier Pile (W 14x53) LF

General

Steel soldier pile work shall conform to the provisions of Section 49, "Piling," of the Standard Specifications and these Technical Specifications.

Work shall include, but not be limited to, furnishing and placement of soldier piles as shown on the Plans and as directed by the Engineer.

Execution

The steel soldier piles shall be installed plumb. The top elevations of the steel soldier piles shall be at most 1/2-inch above or 1/2-inch below the top of steel soldier pile elevations shown on the Plans. The Contractor shall provide survey control during steel soldier pile placement to demonstrate that specified elevations are maintained.

Materials

Steel shall conform to the provisions of Section 55-1.02D(3), "Structural Steel," of the Standard Specifications and these Technical Specifications.

Concrete anchors shall be of the type, diameter, and length as shown on the Plans.

Surfaces of the steel soldier piles exposed to the ground or air shall be painted in conformance with Section 59-2, "Painting Structural Steel," of the Standard Specifications. Paint shall be rust inhibiting paint for steel applications and shall be approved by the Engineer.

Paint color shall be black.

8.7. Lagging

Measurement and Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work in compliance with the Plans, Specifications, and "Lagging," of the Technical Specifications, shall be included and paid for in the appropriate bid item price.

Bid Item #17 Structural Concrete (Lagging) CY

General

Lagging work shall conform to the provisions of Section 51, "Concrete Structures," and Section 57, "Wood and Plastic Lumber Structures" of the Standard Specifications and these Technical Specifications.

Lagging work shall include, but not be limited to, furnishing, and installing pre-cast concrete and timber lagging between soldier piles as shown on the Plans and as directed by the Engineer.

Materials

Pre-cast concrete lagging shall have a minimum compressive strength of 4,000 psi at 28 days.

Timber lagging shall be preservative-treated Douglas Fir No. 2, or better.

Execution

Prior to placing the first course of lagging, the tops of the concrete backfill shall be adjusted by chipping or casting additional concrete between flanges of structural steel to create a uniform level footing for the lagging. Lagging shall be installed level and plumb.

8.8. Ground Anchors

Measurement and Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work in compliance with the Plans, Specifications, and "Ground Anchors," of the Technical Specifications, shall be included and paid for in the appropriate bid item price.

Bid Item #18 Ground Anchor (Subhorizontal) EA

General

Ground anchor work shall conform to the provisions of Section 46, "Ground Anchors and Soil Nails," of the Standard Specifications and these Technical Provisions.

Work shall include but not be limited to designing ground anchor and connection to steel beam, submittals, drilled holes in soil and rock material, grouted steel bars or strands, anchorage assemblies, and testing of installed ground anchors as shown on the plans and as directed by the Engineer.

Materials

Structural steel for the ground anchorage assembly and enclosure shall conform to provisions in Section 55, "Steel Structures," of the Standard Specifications. Structural steel shall consist of the anchorage assembly (steel sleeve, bearing plate, etc.) and the enclosure (grout cap, etc.). The anchorage assembly and the anchorage enclosure shall be galvanized. The ground anchor system shall be double corrosion protected.

Submittals

Shop drawings and test data for the ground anchor system shall be prepared and submitted in conformance with Section 46-1.01C(2), “Shop Drawings,” and Section 46-1.01C(3), “Test Data,” of the Standard Specifications. A civil engineer registered in the State of California shall prepare shop drawings for the ground anchor system. The Contractor shall submit all technical data relative to the design of the ground anchors at the pre-construction conference.

The Contractor shall submit their testing protocol including which anchor(s) are to receive performance tests and which anchors are to receive proof testing. According to the approved schedule, the Contractor shall provide a table to the Engineer with load cell readings versus applied force from testing equipment.

Execution

The Contractor is responsible for all aspects of installation to achieve the designed ground anchor load and load-carrying capacity as defined in the Plans. This includes, but is not limited to, acquiring all necessary construction materials, excavation to achieve desired ground anchor head elevation, drilling, installation of the strand tendons, grouting, load testing and providing load test documentation, and installation of corrosion-resistant anchor covers filled with corrosion inhibiting compound and clean up.

Vibratory or high-impact equipment shall not be permitted.

Testing shall be carried out by the Contractor and observed by the Engineer.

The Contractor shall provide as-built documentation showing the location, elevation, bearing, and inclination of the installed ground anchors.

Ground anchors shall not extend outside the town’s right-of-way.

8.9. Subsurface Drains

Measurement and Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work in compliance with the Plans, Specifications, and “Subsurface Drains,” of the Technical Specifications, shall be included and paid for in the appropriate bid item price.

Bid Item #19 Geocomposite Drain SF

General

Subsurface drain work shall conform to Section 68, “Subsurface Drains,” of the Standard Specifications and these Technical Provisions.

Work shall include, but not be limited to, furnishing and placing geocomposite drain material behind the retaining wall lagging as shown on the Plans and as directed by the Engineer.

Materials

Geocomposite material shall conform to the provisions of Section 68-7.02B, “Geocomposite Drain,” and Section 96-1.02C “Geocomposite Wall Drain” of the Standard Specifications and these Technical Specifications.

8.10. Cable Railing

Measurement and Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work in compliance with the Plans, Specifications, and “Cable Railing,” of the Technical Specifications, shall be included and paid for in the appropriate bid item price.

Bid Item #20 Cable Railing LF

General

Cable railing work shall conform to the provisions of Section 83, “Railings and Barriers,” of the Standard Specifications and these Technical Specifications. Work shall include furnishing and installing cable railing as shown on the Plans and as directed by the Engineer.

8.11. Storm Drain System

Measurement and Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work in compliance with the Plans, Specifications, and “Storm Drain System,” of the Technical Specifications, shall be included and paid for in the appropriate bid item price.

Bid Item #21 18" HDPE Storm Drain Pipe LF

Bid Item #22 Precast Drop Inlet EA

Bid Item #23 Armored Swale LF

Bid Item #24 Splash Pad SF

General

The work in this section includes the furnishing of all labor, equipment, materials, tools, and incidentals and performing all operations in connection with the removal of an existing 18-inch diameter CMP storm drain pipe and the construction of the storm drain system as shown on the Plans. The storm drain system covered under this section is located at Station 18+21 and collects runoff from the road along the southern edge of pavement in a permeable cobble swale connecting to a drop inlet, and further into

an 18-inch diameter HDPE pipe. The HDPE pipe discharges to a riprap stilling basin at the toe of the northern embankment slope.

This work shall consist of furnishing and installing armored swale, storm drain drop inlet, HDPE trenching and storm drain pipe, and rock armored splash pad as shown on the plans or as directed by the Engineer and as specified in these specifications, the Special Provisions, and Sections 61, 64, and 65 of the Caltrans Standard Specifications.

Construction

Excavation, backfill, shaped bedding, and laying pipe shall conform to the provisions in Section 65-2.03 of the Caltrans Standard Specifications. The existing storm drain system shall be removed and disposed of. The pipe shall be laid in a trench excavated to the lines and grades as shown on the plans. The bottom of the trench shall be graded and prepared to provide a firm and uniform bearing throughout the entire length of the pipe and then backfilled in accordance with backfill requirements in the Caltrans Standard Specifications.

Existing Utilities

The Contractor shall locate existing utilities before any excavation to ensure that the proposed storm drain layout can be constructed.

Storm Drain Pipe and Fittings

Storm drain pipe and fittings shall be HDPE and shall be Type S and conform to Section 64-2.02C of the Standard Specifications.

Drainage Inlet

Drainage inlets shall be a ditch box, 18” x 36” curb inlet with fabricated frame and cover as manufactured by Jensen Precast or approved equivalent.

Splash Pad/Stilling Basin

Splash pad shall be excavated as shown on the project plans, non-woven geotextile Mirafi 140N or approved equivalent placed in the bottom of the excavation in accordance with manufacturer installation requirements and anchored as shown on project plans, and then Caltrans Class I RSP (D100=12”) rock fill placed to at least the minimum thickness shown on the project plans.

Armored Swale

Drainage Swale shall be of cellular concrete blocks Armorflex (open cell) or approved equivalent underlain by non-woven geotextile Mirafi 140N or approved equivalent and aggregate base as shown on project plans.

8.12. Hot Mix Asphalt

Measurement and Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work in compliance with the Plans, Specifications, and "Hot Mix Asphalt," of the Technical Specifications, shall be included and paid for in the appropriate bid item price.

Bid Item #26 Hot Mix Asphalt Pavement (6-Inch) TON

General

This work includes producing and placing hot mix asphalt (HMA) Type A according to Caltrans Standard Specifications, latest edition. The work includes the construction of Hot Mix Asphalt pavement to the depth shown on the Plans.

Comply with Section 39, "Hot Mix Asphalt," of the Standard Specifications. According to Section 39-2.02B(2), for Type A HMA mixtures using RAP, the maximum allowed binder replacement is 25% in the upper 2.5 inches. According to Section 39-2.02B(5), RAP may be substituted for part of virgin aggregate in a quantity up to a 25 percent of the aggregate blend.

The grade of asphalt binder mixed with aggregate for HMA Type A must be PG 64-10.

The aggregate for HMA Type A must comply with the ½" grading for the wearing course, ¾" grading for the base course. Maximum compacted lift thickness shall be as shown on the plans. Maximum time allowed between paving lifts on any given street included in this project shall be seven (7) calendar days.

Apply SS-1h tack coat to existing pavement and adjacent concrete surfaces prior to overlay and between lifts of new pavement.

Do not leave a vertical joint more than 0.15-foot-high between adjacent lanes open to public traffic. Place W8-11 "UNEVEN LANES" signs adjacent to the outside edge of the traveled way. Place the first W8-11 sign where the vertical joint begins in the direction of travel on that lane. Place the W8-11 signs at 1,000-foot maximum intervals and at ramps and public roads entering the traffic lane.

Place additional HMA along the pavement's edge to conform to road connections, storm drain inlet structures, and private drives. Hand rake, if necessary, and compact the additional HMA to form a smooth conform taper.

HMA shall be placed in accordance with the grades and details shown on the plans and maintain positive drainage to storm drain features located in the shoulder as shown on the plans. The final grade at the edge of the new HMA pavement shall be nominally 1/2" above the regraded and compacted shoulder.

Contractor shall provide quality control testing and Town will perform acceptance testing. The reduced payment factors as outlined in Section 39-2.01A(4)(i)(ii) of the Standard Specifications apply. Contractor shall propose method of filling core holes taken during QC testing.

8.13. Full Depth Reclamation

Measurement and Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work in compliance with the Plans, Specifications, and "Full Depth Reclamation," of the Technical Specifications, shall be included and paid for in the appropriate bid item price.

Bid Item #25 Roadway Reconstruction with 18" FDR LS

General

All of Caltrans Standard Specifications Section 30-4, “Full-Depth Recycling-Cement,” applies and as modified in these Contract Specifications. Work involved with furnishing and constructing Full Depth Reclamation with Portland Cement (18-Inch Depth), Portland Cement for FDR, Microcracking Cement Treated Base (CTB) shall conform to these Technical Specifications.

Full-depth reclamation (FDR) consists of reconstructing the existing distressed pavement section by in-place recycling of the pavement materials and treating with portland cement to enhance the structural properties of the recycled materials. This work shall consist of:

- Milling and removing the upper 8 inches (minimum) of existing AC and/or AB. If this material is used for embankment fill, the asphalt concrete millings shall be segregated, stockpiled, and processed (means and methods by Contractor), to meet embankment fill requirements as defined in Section 10-6, “Earthwork” and will be paid for under the EMBANKMENT FILL (F) pay item.
- Performing additional deeper milling/grinding of thicker asphalt concrete sections (means and methods by Contractor) for onsite use and use for FDR section.
- Grading entire roadway to rough finish grade (minus 6 inches to allow for placement of HMA paving to finish grades).
- Removal, offhaul, and disposal of excess roadway materials that is paid for under the OFFHAUL AND DISPOSAL pay item.
- Pulverizing existing millings of asphalt concrete pavement/aggregate base and underlying materials to specified depth, uniformly mixing with portland cement, water, and if specified, supplementary aggregate. The mixture shall then be compacted, graded, and cured in such a manner that the in-place cement treated mixture forms a dense, uniform mass conforming to the lines, grades, and cross sections shown on the plans.

The Contractor shall review the geotechnical report and the boring logs prepared for this project indicating the various thicknesses of the pavement structural section in the project area. Asphalt concrete thicknesses in the westbound lane are significantly thicker and different from the thicknesses in the eastbound lane. Refer also to the core summary included in the Plans.

A 4.5% cement dosage was assumed for the cement additive quantity calculation in the Bid Schedule. The Contractor shall prepare their own mix design based on the plans and the materials to be encountered because of incorporating on-site AC pavement, aggregate base, and subgrade soil into the FDR mixture, which shall include a minimum of three separate % cement mix designs as the basis for the final mix design % cement that shall be reviewed and approved by the Engineer. In general, the following materials will likely be pulverized and mixed:

- AC pavement from the westbound and eastbound lanes (various thicknesses)

- Aggregate base from the westbound lanes and eastbound lanes (various thicknesses)
- On-site subgrade soil

Materials

A. Recycled Materials

1. Material to be (pulverized) treated with portland cement shall consist of all pulverized asphalt concrete, existing aggregate base, and on-site soil material. Existing materials shall be pulverized so that 100 percent (100%) will pass a two (2)-inch (50-mm) sieve and a minimum of 85 percent (85%) will pass a one (1)-inch (25-mm) sieve. If underlying soil conditions are unstable due to high moisture content, Contractor shall notify Engineer for additional direction.

B. Portland cement – All cement to be used or furnished shall conform to ASTM C150. The cement shall be protected from moisture until used and be sufficiently dry to flow freely when handled. Cement shall be furnished in bulk and not exposed until applied to prepared grade.

C. Water – Water shall be free from oils, acids, organic matter, or other substances deleterious to the cement treatment of materials. The water shall not contain more than 1,000 parts per million of chlorides nor more than 1,000 parts per million of sulfates as SO_4. Water shall be clean and potable and shall be added as needed during mixing, compacting, and finishing operations and during the curing period, as required.

D. Cement Application Rate – For bidding purposes, Contractor shall use a portland cement application rate of four and a half percent (4.5%) by weight of the proposed blend of recycled pulverized asphalt pavement, aggregate base, and on-site soil. Contractor shall also submit an add/deduct price per ton for portland cement that may exceed or reduce the four and a half percent (4.5%) base application rate. The actual target cement application rate for construction shall be determined by laboratory testing as part of this contract and shall be based on the completion of at least three separate % cement mix designs.

E. FDR-Cement Mixture – A laboratory mix design shall be submitted to the Town prior to construction that identifies the proportions of recycled pulverized asphalt pavement, aggregate base, and on-site soil, used and the resulting gradation, and the recommended target contents of water and cement as percentages by weight of the blend of recycled materials. The mix design shall also include results of compressive strength testing of corresponding mixture specimens per ASTM D4832* after seven (7) days of curing, for which the minimum requirement shall be 300 psi. The maximum 7-days strength shall be 500 psi.

*If ≥ 70% passes the ¾” sieve size, use ASTM D1633 instead.

Contractor’s Qualification

The Contractor performing FDR cement stabilization shall document a minimum of five (5) years of experience performing similar cement stabilization work. The Contractor shall submit a list of equipment to be utilized in the performance of the cement stabilization work. The Contractor shall submit a detailed description of work procedures for approval by the Engineer prior to beginning FDR cement stabilization work.

The Contractor performing FDR cement stabilization shall have a representative on site with a minimum of five (5) years' experience in cement stabilization. Their function should include coordinating with other Contractors and site representatives. All personnel should be properly trained in the FDR treatment process, including quality control and safety procedures.

Protection of Existing Utilities

Where existing underground utilities or utility services lie within the FDR section, the Contractor shall verify, by potholing or other means acceptable to and approved by the Engineer, that there is sufficient cover over the utilities to provide clearance for the FDR mixing process without damage to the existing utility facilities. This verification shall be carried out where each utility crosses the boundary of the FDR section, and at a minimum of one location in between. This paragraph shall not relieve the Contractor of conforming to all utility protection requirements contained elsewhere in these Contract Specifications.

The Contractor shall be responsible for the protection of existing pipelines, catch basins, utility boxes and other utility structures that are to remain within the FDR work area. Any such utility facilities that are damaged from roadway excavation work performed by the Contractor shall be either repaired or replaced to the satisfaction of the Engineer at no cost to the Town, in accordance with Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications.

Equipment

The FDR section shall be constructed utilizing a combination of equipment that will produce results that meet all the requirements herein. The Engineer prior to use shall approve such machines.

A. AC Miller – The milling machine shall be capable of breaking down the existing AC and/or AB to the depths specified. Following subsequent processing (if needed) material shall conform to sizes indicated under *Recycled Materials*.

B. Cement Spreader – The cement spreader shall be equipped with such instrumentation and control equipment to control spread rates over variable travel speeds. The operator shall demonstrate that the instrumentation and control equipment is calibrated and capable of controlling the spread rates within specifications.

C. Mixer/Reclaimer – The mixing equipment shall be capable of mixing the full-specified depth of cement treatment, leaving a relatively smooth plane at the bottom of the FDR section. Mixing equipment shall be equipped with a visible depth indicator showing the mixing depth, and an odometer or foot-meter to indicate travel speed, and a controllable water additive system for regulating water added to the mixture.

D. Compactors – When compacting cement treated sections greater than eight (8) inches, a sheepsfoot, padfoot, or segmented wheel type compactor capable of compacting the entire section to the project specification shall be used.

Construction Methods

A. Preparation of Existing Roadway – The existing asphalt concrete (AC) surface and the underlying base material and the on-site soil material shall be pulverized to a depth as indicated on the plans. Note that asphalt concrete millings used as embankment fill shall be segregated, stockpiled, and processed (means and methods by Contractor) to meet embankment fill requirements as defined in Section 10-6, "Earthwork". When the thickness of the existing AC and base section is less than the depth specified on the plans, the pulverized depth may be reduced per Engineer's approval. FDR depth shall be measured from the finished grade minus the HMA pavement layer ensuring that existing asphalt pavement is recycled in the process.

   The pulverized materials shall be graded to conform to the final road grades and cross slopes as shown on the plans minus the depth specified for the HMA pavement prior to application of the cement. Where existing grades need to be matched (e.g., beginning and end of project) the pulverized materials shall be graded to allow for construction of the HMA pavement of the thickness as specified on the plans. Grading operations will require movement of material along the grade and offhaul to conform to the proposed road grades and cross slopes minus the depth specified for the HMA pavement to allow for the new asphalt concrete section to be installed.

B. Portland Cement Application – The portland cement shall be applied in one operation to the required width, grade, and cross section depth. Cement shall be evenly spread at the designated rate and the spread rate shall not vary more than ten percent (10%) in any area. Only a calibrated spreader able to provide a uniform distribution of the cement throughout the treatment area shall spread cement. The cement shall be added in a dry state and every precaution shall be taken to prevent dusting.

   The spreader truck shall demonstrate the ability to maintain a consistent spread rate over variable travel speeds. The Contractor will demonstrate the consistency of the spread rate by conducting multiple pan tests. The pan test consists of placing a three (3) square foot pan on the grade in front of the spreader truck. After cement has been spread, the cement is weighed to determine the rate of spread in pounds per square foot.

   Truck tags will be used to verify amount of cement delivered to project.

   No traffic other than the mixing equipment or other related construction equipment will be allowed to pass over the exposed cement until after completion of mixing.

Cement shall not be spread or mixed/hydrated while the atmospheric temperature is below 40 °F (4.44 °C). At the Engineers discretion, processing will be allowed if temperature is rising.

C. Mixing and Hydrating – The depth of treatment shall be the depth designated on the plans or as determined by the Engineer. In areas where mixer cannot access, such as around manholes or curbs, Contractor shall process the same day by pulling the material away from obstacles immediately after cement application. Material and cement shall be relayed to an area accessible to mixing equipment.

Cement treatment can be conducted in one lift provided the Contractor can demonstrate that the spread rate, particle size, and compaction can be achieved. The mixer shall be capable of automatically adjusting itself to maintain a constant depth. On the initial mix, the water truck must have a solid connection to the mixer. The water shall be injected directly into the mixing chamber and shall produce a homogenous blend free from streaks or pockets of dry cement. Leakage of water from equipment will not be permitted. Care shall be exercised to avoid the addition of any excessive water.

When mixed material, exclusive of one (1) inch or larger clods, is sprayed with phenolphthalein alcohol indicator solution, areas showing no color reaction will be considered evidence of inadequate mixing.

Contractor is required to complete mixing and initial compaction of the FDR-cement section within two (2) hours of initial hydration of cement.

D. Compaction – Maintain moisture above the optimum moisture content, but within allowable range as determined by the moisture/density relationship of the compaction curve. The FDR-cement section shall be compacted to 97 percent (97%) of the maximum density as determined by ASTM D1557.

The maximum compacted thickness of a single layer may be any thickness the Contractor can demonstrate to the Engineer that his equipment and method of operation will provide the required compacted density throughout the treated layer.

E. Initial compaction – Contractor shall achieve the project's minimum compaction requirement during initial compaction operation. Lift thickness of four (4) to eight (8) inches shall be by means of a steel-tired or pneumatic-tired roller. Lift thickness of eight (8) to 12 inches shall be compacted by means of a sheepsfoot or padfoot compactor. Lift thickness greater than 12 inches shall be compacted by a sheepsfoot or padfoot compactor with an open ring design to prevent bridging of the lower half of the FDR section. Areas inaccessible to rollers shall be

compacted to the required compaction by other means satisfactory to the Engineer.

Surface compaction – Surface compaction is defined as the upper three (3) inches of the FDR section. Surface compaction shall be by means of steel-tired or pneumatic-tired roller. Areas inaccessible to rollers shall be compacted to the required compaction requirement by other means satisfactory to the Engineer.

F. Final Grading – Surface compaction and finish grading shall proceed in such a manner as to produce, in not more than two (2) hours from initial compaction, a smooth, closely knit surface conforming to the crown, grade and line indicated and will be free of cracks, ridges or loose material.

Maintain moisture content on surface within allowable range during all grading procedures.

All excess material above the grade tolerance specified by the plans should be removed from the grade prior to final surface compaction of the FDR section. This excess material can be used in areas inaccessible to treatment equipment, provided the cement base material is used within the allotted time constraints.

The trimmed and completed surface shall be rolled with steel or pneumatic tired rollers. Minor indentations may remain in the surface of the finished material as long as no loose material remains in the indentations.

Routine Inspection and Testing

For every 1,000 square yards of FDR or as determined necessary by the Project Manager, an inspection will be undertaken by the Project Manager that includes sampling and testing to determine whether the quality of the FDR material and workmanship provided complies with the requirements set forth in these Technical Provisions. Samples of the cement treated FDR blend will be obtained, cured for three (3) days as appropriate to simulate field curing methods, and tested for compressive strength.

A. Traffic Loading – Once the FDR section is finished; Contractor may be allowed to place subsequent structural layers over the FDR section provided that the following criteria are met:

1. The FDR section is stable and non-yielding under a minimum 15-ton proof-roll.
2. The FDR section has no evidence of shrinkage cracking.
3. The FDR section criteria have been met, including the FDR section thickness, percentage of cement placed, compressive strength, and quantity or volume of FDR treatment confirmed.

B. Repair – If the FDR-cement section is damaged, it shall be repaired by removing and replacing the entire depth of affected layers in the damaged area. Feathering will not be permitted for repair of low areas. The Contractor shall use the same roller employed for compaction and apply

three (3) passes over the section with the roller vibrating at maximum amplitude and traveling at approximately walking speed (approximately 2-3 mph) to apply the microcracking procedure making sure that surface damage does not occur. Although surface damage should not occur, the Contractor shall inspect the process for verification and alter the process to prevent surface damage.

C. Curing – After placement and compaction of the FDR-cement section is completed, it shall be protected against drying and traffic for three (3) days. The Engineer may reduce the three (3)-day cure period, based on factors such as degree of traffic, temperature, and stability. Curing shall be moist (water fogging), bituminous fog seal, or other method approved by the Engineer. If moist curing is used, exposed surfaces of the FDR section shall be kept continuously moist with a fog spray for three (3) days. If a bituminous curing is used, it shall consist of liquid asphalt or emulsified asphalt meeting the requirements of Section 94 “Asphaltic Emulsions,” of the Standard Specifications. The bituminous curing seal shall be applied in sufficient quantity to provide a continuous membrane over the soil at a rate of between 0.45 L/m^2 and 0.90 L/m^2 (0.10 and 0.20 gallon per square yard) of surface with the exact rate determined by the Engineer. It shall be applied as soon as possible after the completion of final rolling. The surface shall be kept moist while the seal is applied. At the time the bituminous material is applied, the soil surface shall be dense, shall be free of all loose and extraneous material, and shall contain enough moisture to prevent excessive penetration of the bituminous material.

8.14. Midwest Guardrail System

Measurement and Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work in compliance with the Plans, Specifications, and “Midwest Guardrail System,” of the Technical Specifications, shall be included and paid for in the appropriate bid item price.

Bid Item #27 Remove & Dispose/Recycle Existing Guardrail & Posts LF

Bid Item #28 Midwest Guardrail System LF

General

Midwest Guardrail System shall conform to the provisions of Section 83-2.02 “Midwest Guardrail Systems” of the Standard Specifications, the Plans, and these Technical Specifications.

Hardware shall be hot-dip galvanized to weight required by ASTM A 153/A 153M. Install rails and posts and accessories in accordance with manufacturer's instructions. Set top of rail 31 inches +/- 1 inch above finish grade. Space posts at intervals not exceeding 6'-3". Drive posts plumb to correct elevations. Attach rails securely to posts with anchoring hardware.

The bid item “Midwest Guardrail System” includes all work as shown on the Plans and described in these Specifications including strengthened Midwest Guardrail System section at a power pole.

Contractor shall field verify clearance of guard rail at the power pole at Station 10+50 +/-. A 4'-0" minimum clearance is required between the face of the railing and the face of the power pole located directly behind MGS sections with post spacing at 6'-3". Construct MGS as shown in the detail "Strengthened Midwest Guardrail System Sections for Fixed Objects" on this Standard Plan A77R6, where the clearance between the back of post and the face of a fixed object is less than 3'-0", but not less than 1'-0". Where the clearance is less than 1'-0", a concrete wall or barrier shall be constructed to shield the power pole.

Tolerances:

Posts - Maximum Variation from Plumb: 1/2 inch.

Rail - Maximum Offset from True Position: 1 inch.

Rail - Maximum Variation from True Height: 1/2 inch.

Components shall not infringe adjacent property lines.

The existing guardrail system shall be removed and disposed of. Recyclable materials of the guardrail system shall be recycled.

8.15. TRAFFIC STRIPING, PAVEMENT MARKINGS, AND MARKERS

Measurement and Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work in compliance with the Plans, Specifications, and "Traffic Stripes, Pavement Markings, and Markers," of the Technical Specifications, shall be measured and paid for in the appropriate bid item price.

Bid Item #29 Thermoplastic Traffic Striping - Caltrans Detail 22 LF

Bid Item #30 Thermoplastic Traffic Striping - Caltrans Detail 27B LF

Bid Item #31 Thermoplastic Traffic Striping - Caltrans Detail 29 LF

Bid Item #32 Thermoplastic Traffic Striping - Caltrans Detail 38A LF

Bid Item #33 Thermoplastic Traffic Striping - Caltrans Detail 39 LF

Bid Item #34 Thermoplastic Traffic Striping - Caltrans Detail 39A LF

Bid Item #35 Thermoplastic Markings SF

Bid Item #36 6-inch White Stripe LF

Bid Item #37 Limit Line LF

Bid Item #38 Blue Fire Hydrant Pavement Marker EA

General

Painting traffic stripes (traffic lines) and pavement markings (legends) shall conform to the CA MUTCD, Section 84 of the Standard Specifications, the striping tie out plans as generated by the Contractor and

approved by the Engineer under the Plans, detail drawings as shown in **Attachment B**, and "Pavement Marker, Thermoplastic Marking and Striping Removal," of these Contract Documents. Traffic Stripes and marking shall be installed as shown on the approved striping tie-out plans or as directed by the Engineer.

All traffic stripes and pavement markings shall be laid out in the field by the Contractor and reviewed and approved by the Engineer five (5) working days prior to any final installation. Any striping and/or marking installed by the Contractor that the Engineer has not pre-approved, and that the Engineer determines are installed improperly or in the wrong locations, shall be removed and replaced to the satisfaction of the Engineer at the Contractor's sole expense.

Paint for Traffic Stripes

Paint for the traffic stripes, curb painting, and pavement markings shall be Rapid Dry Water Borne paint in accordance with Sections 84, "Markings," of the Standard Specifications and shall be applied in two coats.

Curbs shall be painted at locations shown on the Plans and as directed by the Engineer. Application shall consist of two coats of traffic paint of the appropriate color applied to the face and top of the curb.

Pavement markings shall be installed with stencils belonging to the Contractor that are determined to be identical to the Town's stencils.

The Contractor shall install the first coat of the paint within seven (7) calendar days of the final resurfacing. After fourteen (14) calendar days, the second coat of paint shall be applied after the final resurfacing.

Raised Pavement Markers

Pavement markers shall conform to the CA MUTCD, Section 81, "Miscellaneous Traffic Control Devices," of the Standard Specifications, and these Contract Documents. All non-reflective pavement markers shall be ceramic. Plastic pavement markers shall not be allowed.

Adhesive shall be hot melt bituminous adhesive conforming Section 81, "Miscellaneous Traffic Control Devices," of the Standard Specifications and these Contract Documents.

Markers shall not be placed on new hot mix asphalt surface until the surface has been open to public traffic for a period of not less than seven days when hot melt bituminous adhesive is used, and not less than 14 days when epoxy adhesive is used. Placement of pavement markers shall be completed within three weeks of application of the new resurfacing of the respective roadway.

All pavement markers in place (outside the limits of the work) shall be protected from damage and shall be clean and undamaged after completion of the project. Any damage to the newly placed or existing markers due to the failure of the Contractor to protect the work, and correction of errors, shall be repaired by the Contractor at no additional cost.

Blue reflective (Caltrans Type BB) fire hydrant pavement markers shall be installed conforming to the provisions of the CA MUTCD Section 3B.11, "Raised Pavement Markers," and Figure 3B-102 (CA).

A Certificate of Compliance shall be furnished as specified in Section 6-2.03C, “Certificates of Compliance,” of the Standard Specifications for reflective pavement markers. Said certificate shall also certify that the reflective pavement markers conform to the prequalified testing and approval of Caltrans, division of Traffic Operations, and where manufactured in accordance with the approved quality control program.

Thermoplastic Traffic Stripe and Pavement Marking

Thermoplastic traffic stripes (traffic lines) and pavement markings shall be applied in conformance with Section 84, " Markings," of the Standard Specifications and these Contract Documents.

Thermoplastic material shall be free of lead and chromium and shall conform to the requirements in State Specification PTH-02ALKYD or PTH-02SPRAY of the Standard Specifications.

Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM D6359-99. White thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 mcd/m^2/lux. Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 175 mcd/m^2/lux.

The color for green back symbols shall meet FHWA specifications for “green.”

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.

Payment for crosswalks shall be measured from the edge of curb or edge of gutter, whichever is less, in linear feet, and shall include the ladder striping and no additional compensation shall be allowed therefore.

Thermoplastic traffic stripes and pavement markings shall be free of runs, bubbles, craters, drag marks, 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, or micro surfacing). Longitudinal limit line shall be white and 12 inches in width. All pavement striping and markings shall be white unless otherwise indicated.

Application

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

Apply extruded thermoplastic at a temperature from 400°F to 425°F unless a different temperature is instructed by the manufacturer. Apply extruded thermoplastic for a traffic stripe at a rate of at least 0.20 lbs./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 inches thick. Apply glass beads to the surface of the molten thermoplastic at a rate of at least 8 lbs./100 sq. ft.

8.16. SIGNAGE

Measurement and Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in compliance with the Plans, Specifications, and "Signage," of the Technical Specifications, shall be included and paid for in the appropriate bid item price.

Bid Item #39 Sign(s) and Post EA

General

Work shall conform to Section 56, "Overhead Sign Structures, Standards, And Poles," of the Standard Specifications, the Plans, the CA MUTCD, and these Contract Documents except as noted herein.

The Contractor shall inventory existing sign locations prior to removal. Signs to be salvaged shall be removed, cleaned, and stored by the Contractor unless another location is specified. For locations where the Contractor is to remove and/or relocate existing signposts as shown on the Plans, the Contractor shall also remove the existing foundation and/or footing. Voids created by the removal shall be backfilled with cement slurry (2-sack mix) where concrete pavement is to be installed. Voids created by the removal of the signposts not in the concrete pavement area shall be backfilled with soil and compacted to at least 90% relative compaction or as specified by the Engineer.

The street signs that are obstructing the construction work shall be removed and signs shall be installed by the Contractor. New signs shall be placed on a new signpost. Prior to installation, the Engineer shall approve the location of the signs. The Contractor shall call Underground Service Alert (USA) at 1-800-227-2600 prior to digging for the sign pole installation. The Contractor shall neatly core the existing sidewalk, concrete pavement, etc. and shall install the signposts per the Town Standard Plans. The Contractor shall provide all fasteners required to install all signs as indicated on the Plans and as directed by the Engineer.

The Contractor, at the Contractor's sole expense, shall repair materials to be salvaged that are damaged as a result of the Contractor's operations or install a new sign per the Town of Los Gatos Standard Plans to the satisfaction of the Engineer.

8.17. Hydroseeding and Erosion Control Blanket

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work in compliance with the Plans, Specifications, and "Hydroseeding and Erosion Control Blanket," of the Technical Specifications, shall be included and paid for in the appropriate bid item price.

Bid Item #40 Hydroseeding & Erosion Control Blanket SF

General

Hydroseeding

Hydroseed work shall conform to Section 21-2.03D, "Hydromulch and Hydroseed," of the Standard Specifications and these Special Provisions.

Work shall include, but not be limited to, providing, mixing, and applying seed mix as shown on the Plans and as directed by the Engineer.

Seed mix shall contain the following:

42% Vulpia Myuros "Zorro"

20% Lotus Scoparius

15% Samucus Mexicana

10% Lupinus Succulentus

5% Eschscholzia Californica

5% Heteromeles Arbutifolia

3% Nemopila Menziesi

Hydroseed slurry shall contain the following:

Seed: 60 lbs per acre

Fertilizer: 800 lbs per acre

Wood fiber: 2000 lbs per acre

Stabilizing emulsion: —binder or approved equivalent

Fertilizer shall have a guaranteed chemical analysis of 6% nitrogen, 20% phosphoric acid, and 20% soluble potash. Fertilizer shall be a pelleted form slow release (9 month) type. Fertilizer shall conform to the California Food and Agricultural Code.

Wood fiber shall conform to Section 21-2.02D, "Fiber," of the Standard Specifications.

Hydroseed shall be applied to areas where existing vegetation has been disturbed by the Contractor's operations and as directed by the Engineer.

Erosion Control Blanket

Erosion control shall conform to the provisions of Section 21, "Erosion Control," of the Standard Specifications and these Special Provisions.

Work shall include, but not be limited to, furnishing and installing erosion control blanket as shown on the Plans and as directed by the Engineer.

Erosion control blanket shall conform to the provisions of Section 21-2.02O, "Rolled Erosion Control Products," of the Standard Specifications and these Special Provisions.

Erosion control blankets shall be installed in conformance with Section 21-2.03O, "Rolled Erosion Control Products," of the Standard Specifications and these Special Provisions.

8.18. Supplemental Work

Measurement and Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work in compliance with the Plans, Specifications, and "Supplemental Work," of the Technical Specifications, shall be included and paid for in the appropriate bid item price.

Bid Item #42 Supplemental Work LS

General

The Engineer will determine the scope for supplemental work. This item has been included in the contract to cover modifications to the work necessitated by field conditions. The Contractor must perform supplemental work under the direction of the Engineer to receive compensation. At the end of each workday where "Supplemental Work" is performed, the Contractor is to submit to the Engineer a report detailing the work completed.

The Contractor shall be required to submit a Labor and Equipment Rate Schedule with the Proposal. Schedule shall contain a list of all construction equipment, hourly rates of said equipment, and hourly rates of all personnel proposed to be utilized on this Contract. At the discretion of the Engineer, the schedule may be used for supplemental work during the project.

TOWN OF LOS GATOS, CALIFORNIA

SHANNON ROAD REPAIR WITH RETAINING WALL

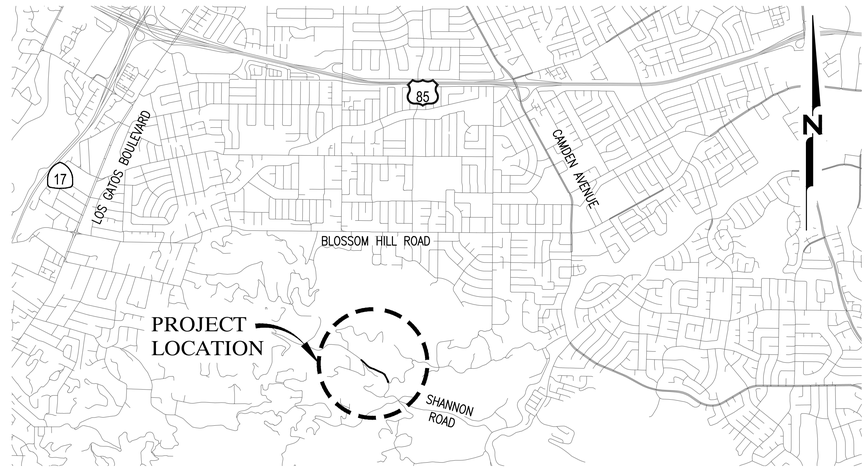
BETWEEN DIDUCA WAY AND SANTA ROSA DRIVE

CIP NO. 811-0008

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

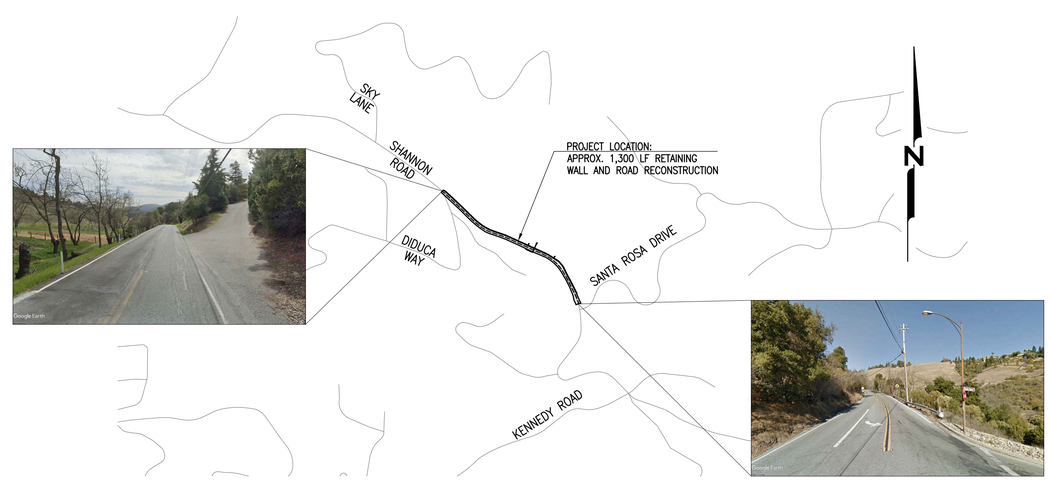
SHEET INDEX

SHEET NO.	DRAWING NO.	DESCRIPTION
1	G1	TITLE SHEET
2	G2	NOTES, LEGENDS, AND ABBREVIATIONS
3	G3	HORIZONTAL CONTROL, CORE SUMMARY, & KEY MAP
4	C1	PLAN AND PROFILE "S" 10+00 TO "S" 15+00
5	C2	PLAN AND PROFILE "S" 15+00 TO "S" 20+00
6	C3	PLAN AND PROFILE "S" 20+00 TO "S" 24+50
7	C4	CROSS SECTIONS "S" 10+50 TO "S' 13+00
8	C5	CROSS SECTIONS "S" 13+50 TO "S' 16+00
9	C6	CROSS SECTIONS "S" 16+50 TO "S' 19+00
10	C7	CROSS SECTIONS "S" 19+50 TO "S' 22+00
11	C8	CROSS SECTIONS "S" 22+50 TO "S' 23+00 & TYPICAL ROAD SECTION
12	C9	DRAINAGE PLAN
13	C10	STRIPING "S" 10+00 TO "S" 20+00
14	C11	STRIPING "S" 20+00 TO "S" 24+50
15	D1	DRAINAGE DETAILS
16	D2	CIVIL DETAILS 1
17	D3	CIVIL DETAILS 2
18	S1	RETAINING WALL PLAN (1 OF 3)
19	S2	RETAINING WALL PLAN (2 OF 3)
20	S3	RETAINING WALL PLAN (3 OF 3)
21	S4	RETAINING WALL PLAN TYPICAL SECTION
22	T1	DETOUR PLAN



LOCATION MAP

NTS



VICINITY MAP

SCALE 1" = 500'

ENGINEER

NCE
1003 W. Cutting Boulevard, Suite 110
Pt. Richmond, CA 94804
(510) 215-3620 * Fax (510) 215-2898

OWNER

Town of Los Gatos
41 Miles Ave.
Los Gatos, Ca. 95030
Ph: (408) 399-5770

Know what's below. Call before you dig.

ISSUED FOR BIDS
DATE:4-16-2025

REGISTERED PROFESSIONAL ENGINEER
JOHN RYAN STAFF
NO. C 62349
EXP. 09/30/25
CIVIL
STATE OF CALIFORNIA

Date	4/16/2025
Scale	
Design	RS, SW
Drawn	SD, KW
Check	FH 11/08/23
Engr	RS 4/16/25
Proj. No	58.20.55

NCE
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Point Richmond, CA 94804
(510) 215-3620 * Fax (510) 215-2898

CIP NO. 811-0008
TITLE SHEET
SHANNON ROAD REPAIR WITH RETAINING WALL
LOS GATOS, CALIFORNIA

REVISION NO.	BY	DATE

Drawing Number:
G1

DRAWING NAME: F:\Active Projects\Los Gatos Town - SR\58.20.55 - Shannon Rd Repair Project\CAD\Sheets\01 Title.dwg
PLOTTED BY: Williams

GENERAL NOTES

1. ALL DRAWINGS AND SPECIFICATIONS ARE CONSIDERED PART OF THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEW AND COORDINATION OF ALL DRAWINGS AND SPECIFICATIONS PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES THAT OCCUR SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE START OF CONSTRUCTION SO THAT A CLARIFICATION MAY BE ISSUED. WORK NOT CONFORMING TO THE CONTRACT DOCUMENTS SHALL BE CORRECTED BY THE CONTRACTOR AT NO EXPENSE TO THE TOWN.
2. ALL WORK SHALL BE PERFORMED IN CONFORMANCE WITH THE THESE PLANS, THE PROJECT SPECIFICATIONS, THE LATEST TOWN OF LOS GATOS ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS AND THE LATEST CALTRANS STANDARD PLANS AND SPECIFICATIONS (UNLESS SPECIFICALLY STATED OTHERWISE ON THE PLANS).
3. TYPICAL DETAILS AND SPECIFICATIONS REFERRED TO ON THESE DRAWINGS ARE FROM THE LATEST VERSIONS OF THE TOWN STANDARD PLANS AND CALTRANS STANDARD PLANS AND SPECIFICATIONS (2022).
4. THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS, CODES, RULES AND REGULATIONS GOVERNING THE WORK IDENTIFIED ON THESE PLANS. THESE SHALL INCLUDE, WITHOUT LIMITATION, SAFETY AND HEALTH RULES AND REGULATIONS ESTABLISHED BY OR PURSUANT TO THE OCCUPATIONAL SAFETY AND HEALTH ACT OR ANY OTHER APPLICABLE PUBLIC AUTHORITY.
5. DRAWING BASE MAP IS BASED ON TOPOGRAPHIC SURVEY BY MOUNTAIN PACIFIC SURVEYS DATED JUNE OF 2021 AND ON INFORMATION PROVIDED BY THE TOWN OF LOS GATOS.
6. HORIZONTAL AND VERTICAL CONTROLS SHALL BE SET AND CERTIFIED BY A LICENSED SURVEYOR OR REGISTERED CIVIL ENGINEER QUALIFIED TO PRACTICE LAND SURVEYING.
7. SPECIFIC NOTES AND DETAILS TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
8. CONTRACTOR SHALL MEET WITH TOWN PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL GIVE FIVE (5) WORKING DAYS ADVANCE NOTICE FOR INSPECTION OF HOT-MIX ASPHALT AND FOR TESTING OF PROJECT MATERIALS AND SYSTEMS. CONTRACTOR SHALL GIVE 48 HOURS ADVANCE NOTICE FOR INSPECTION OF ALL OTHER MATERIALS PRIOR TO USE.
9. THE CONTRACTOR SHALL IMPLEMENT THE DETOUR PLAN INCLUDED IN THESE PROJECT PLANS AND SHALL CONFORM TO THE REQUIREMENTS HEREIN AND IN THE PROJECT SPECIFICATIONS. THE CONTRACTOR SHALL STRICTLY ADHERE TO THE DETOUR PLAN ONLY, UNLESS WRITTEN PERMISSION IS OBTAINED FROM THE ENGINEER FOR FIELD MODIFICATIONS TO THE DETOUR PLAN AND/OR ADDITIONAL OR ALTERNATE ROUTES.
10. TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
11. THE CONTRACTOR SHALL INSTALL AND MAINTAIN TEMPORARY CONSTRUCTION FENCING, BARRICADES, LIGHTS, FLAGGERS, AND SIGNS AS NECESSARY TO GIVE ADEQUATE WARNING AND PROTECTION TO THE PUBLIC VEHICULAR, BICYCLE, AND PEDESTRIAN TRAFFIC AT ALL TIMES IN ACCORDANCE WITH CA MUTCD.
12. THE CONTRACTOR SHALL MAINTAIN ACCESS TO DIDUCA WAY AND SANTA ROSA DRIVE, AFFECTED BY THE PROJECT THROUGHOUT THE LIFE OF THE CONTRACT AS SPECIFIED IN THE SPECIAL PROVISIONS.
13. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL ARRANGEMENTS FOR SITE INSPECTIONS AND ENSURING THAT ALL CURRENT STANDARDS FOR THE TOWN OF LOS GATOS AND THE LATEST CALTRANS PLANS AND SPECIFICATIONS, UNLESS OTHERWISE NOTED, ARE FOLLOWED PRIOR TO BEGINNING ANY PHASE OF CONSTRUCTION WORK.
14. CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A 3 WEEK LOOK AHEAD SCHEDULE AT WEEKLY MEETINGS.
15. THE CONTRACTOR SHALL VERIFY DIMENSIONS PRIOR TO START OF CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES OR INCONSISTENCIES.
16. LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ARE BASED ON FIELD SURVEY, GROUND PENETRATING RADAR TO ESTIMATE ALIGNMENT AND DEPTH, AND/OR AVAILABLE UTILITY AS-BUILTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY AND POTHOLE FOR THE EXISTENCE, LOCATION, AND DEPTH/ELEVATION OF EXISTING FACILITIES AND UTILITIES AND TO IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY FIELD CONFLICTS PRIOR TO THE COMMENCEMENT OF WORK.
17. AS PART OF THEIR PRE-BID INSPECTION, BIDDERS SHALL NOTE THE TYPE AND LOCATION OF OVERHEAD UTILITIES IN THE PROPOSED WORK AREA. ATTENTION IS CALLED TO THE RELOCATION OF PG&E GUY WIRES AND POLES BY PG&E THAT WILL OCCUR PRIOR TO THE START OF CONSTRUCTION AND WILL THEREFORE DIFFER FROM THE LOCATIONS OF THE EXISTING POLES AND GUY WIRES NOTED ON THE TOPOGRAPHIC SURVEY. BIDDER'S PRICE SHALL INCLUDE PROVISIONS FOR WORKING IN AREAS WHERE OVERHEAD UTILITIES EXIST AT THE TIME OF BIDDING AND THE TIME OF CONSTRUCTION, AND NO ADDITIONAL COMPENSATION IS ALLOWED.
18. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY, LOCATE, AND PROTECT ALL UNDERGROUND FACILITIES. THE CONTRACTOR SHALL NOTIFY USA (UNDERGROUND SERVICE ALERT) AT 1-800-227-2600 A MINIMUM OF FORTY-EIGHT (48) HOURS BUT NOT MORE THAN FOURTEEN (14) DAYS PRIOR TO COMMENCING ALL WORK SO THAT LINES CAN BE MARKED. CONTRACTOR SHALL EXERCISE CARE DURING EXCAVATION OR DEMOLITION, PARTICULARLY IN LOCATIONS WITH UTILITIES THAT WILL REMAIN IN SERVICE.
19. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND SERVICE LATERALS FROM DAMAGE DUE TO THE CONTRACTOR'S OPERATIONS. ANY AND ALL UTILITY SERVICES THAT ARE DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE UTILITY OWNER AT NO ADDITIONAL COST TO THE TOWN.
20. THE CONTRACTOR SHALL CONTACT UTILITY COMPANIES TO RELOCATE UTILITIES IF NECESSARY TO COMPLETE THE PROJECT AT NO ADDITIONAL COST TO THE TOWN.
21. THE CONTRACTOR SHALL COORDINATE ALL UTILITY INFORMATION SHOWN ON THE PLANS WITH UTILITY OWNERS FOR LAYOUT AND DETAILS OF INSTALLATION, RELOCATION, ADJUSTMENT, AND ABANDONMENT.
22. THE CONTRACTOR SHALL CUT AND CAP ANY ABANDONED OR RETIRED UTILITIES AS SHOWN ON THE PLANS PER TOWN STANDARDS.
23. SURVEY MONUMENT PRESERVATION AND RESTORATION: ALL MONUMENTS, LOT CORNER PIPES, AND OTHER PERMANENT MONUMENTS DISTURBED DURING THE PROCESS OF CONSTRUCTION SHALL BE REPLACED AND A RECORD OF SURVEY OR CORNER RECORD PER SECTION 8771 OF THE PROFESSIONAL LAND SURVEYOR'S ACT FILED BEFORE ACCEPTANCE OF THE IMPROVEMENTS BY THE TOWN. COPIES OF ANY RECORD OF SURVEY OR CORNER RECORDS SHALL BE SUBMITTED TO THE TOWN. SURVEY MONUMENTS SHALL ONLY BE RESET BY A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR AT THE DIRECTION OF THE ENGINEER.
24. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT THEIR WORK AREA FROM DAMAGE.
25. THE CONTRACTOR SHALL EXERCISE ALL NECESSARY CAUTION TO AVOID DAMAGE TO ANY EXISTING TREES, LANDSCAPING, IRRIGATION, FENCES, WALLS, SIDEWALK, MAILBOXES, GENERAL SURFACE IMPROVEMENTS, AND DRAINAGE, WATER, SEWER, ELECTRICAL, OR TELECOMMUNICATION FACILITIES WHETHER ABOVE GROUND OR UNDERGROUND. THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DAMAGE THERETO.
26. CONTRACTOR SHALL RESTORE ANY AND ALL PAVEMENT AND OTHER FACILITIES OUTSIDE LIMITS OF WORK AFFECTED BY THE CONSTRUCTION OPERATIONS AT NO ADDITIONAL COST TO THE TOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DOCUMENT EXISTING CONDITIONS PRIOR TO START OF WORK TO SUBSTANTIATE ANY PREVIOUS DAMAGE, ETC., COPIES OF WHICH SHALL BE PROVIDED TO THE ENGINEER.
27. CONSTRUCTION SHALL BE LIMITED TO BETWEEN THE HOURS OF 8:00 A.M. AND 5:00 P.M., MONDAY THROUGH FRIDAY, AND INSPECTION REQUESTS SHALL BE LIMITED TO TOWN BUSINESS HOURS, 8:00 A.M. TO 5:00 P.M., MONDAY THROUGH FRIDAY. ARRANGEMENTS FOR ANY OVERTIME INSPECTION SERVICES AND PAYMENTS OF FEES FOR THE SAME SHOULD BE MADE 48 HOURS IN ADVANCE AND ARE SUBJECT TO INSPECTION AVAILABILITY AND APPROVAL BY THE ENGINEER.
28. THE CONTRACTOR IS RESPONSIBLE FOR ALL MATERIAL SAMPLING AND TESTING REQUIRED. CONTRACTOR SHALL SAMPLE AND TEST INSTALLED MATERIALS TO DETERMINE COMPLIANCE WITH THE LATEST CALTRANS STANDARD SPECIFICATIONS, ASTM, AND CALIFORNIA TEST METHODS. SAMPLING AND TESTING SHALL BE UNDERTAKEN BY AN INDEPENDENT, THIRD PARTY, QUALIFIED TO PERFORM SAMPLING AND TESTING REQUIRED BY THE PROJECT. SELECTION OF TESTING LABORATORY/CONTRACTOR SHALL BE APPROVED BY THE ENGINEER.
29. DUST CONTROL DURING ALL PHASES OF CONSTRUCTION IS THE RESPONSIBILITY OF THE CONTRACTOR. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN GOOD HOUSEKEEPING WITHIN THE CONSTRUCTION AREA AND STAGING AREA.
30. WATER FOR DUST CONTROL AND USE FOR COMPACTION MAY BE PURCHASED FROM THE APPROPRIATE AGENCY PRIOR TO THE START OF ANY WORK, AND IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PAY FOR ANY FEES OR DEPOSITS. WATER USE SHALL COMPLY WITH LOCAL, WATER SUPPLIER, WHOLESALER, AND STATE REQUIREMENTS FOR WATER CONSERVATION AND DROUGHT COMPLIANCE.
31. STRIPING AND MARKINGS IN ROADWAYS SHALL BE THERMOPLASTIC. BLUE REFLECTIVE FIRE HYDRANT MARKERS SHALL BE SET 12" OFF THE STREET CENTERLINE OR CENTERLINE STRIPING, UNLESS OTHERWISE NOTED.
32. ALL WORK SHALL BE PERFORMED IN SUCH A MANNER AS TO COMPLY WITH THE STANDARDS ESTABLISHED BY THE AIR QUALITY MANAGEMENT DISTRICT FOR AIRBORNE PARTICULATES.
33. GOOD HOUSEKEEPING PRACTICES SHALL BE OBSERVED AT ALL TIMES DURING THE COURSE OF CONSTRUCTION. SUPERINTENDENCE OF CONSTRUCTION SHALL BE DILIGENTLY PERFORMED BY A PERSON OR PERSONS AUTHORIZED TO DO SO AT ALL TIMES DURING WORKING HOURS. THE STORING OF GOODS AND/OR MATERIALS IN THE TOWN RIGHT-OF-WAY OUTSIDE OF THE ROAD CLOSURE AREA WILL NOT BE ALLOWED UNLESS APPROVED BY THE TOWN.
34. THE GENERAL CONTRACTOR SHALL PROVIDE QUALIFIED SUPERVISION ON THE JOB SITE AT ALL TIMES DURING CONSTRUCTION.
35. THE CONTRACTOR SHALL KEEP UP TO DATE A COMPLETE RECORD OF PRINTS OF THE CONTRACT DRAWINGS SHOWING ALL CHANGES FROM THE ORIGINAL DRAWINGS MADE DURING THE COURSE OF CONSTRUCTION, INCLUDING EXACT LOCATIONS, SIZES, MATERIALS, AND EQUIPMENT. A COMPLETE SET OF CORRECTED AND COMPLETED RECORD DRAWINGS (AS-BUILTS) SHALL BE SUBMITTED TO THE TOWN PUBLIC WORKS INSPECTOR PRIOR TO FINAL ACCEPTANCE.

LEGEND

PROPOSED FEATURES

- ALIGNMENT
- PROPOSED ROW
- EDGE OF PAVEMENT
- CENTERLINE
- CONCRETE
- MAINTENANCE EASEMENT
- 18"SD — STORM DRAIN PIPE
- OR — STORM DRAIN INLET
- 645 — MAJOR CONTOUR/ELEVATION (5')
- 646 — MINOR CONTOUR/ELEVATION (1')
- 3 / D1 — DETAIL IDENTIFICATION NUMBER / NUMBER OF SHEET ON WHICH DETAIL IS LOCATED
- PAVEMENT RECONSTRUCTION/HMA
- HMA
- AB, RSP
- FDR
- EMBANKMENT FILL
- STRUCTURAL EXCAVATION
- STRUCTURAL FILL
- CONCRETE
- HYDROSEED AND EROSION CONTROL
- 0.20% — SLOPE INDICATORS
- TREE REMOVAL ID NUMBER
- 1 — KEYNOTE UTILITY
- 1 — KEYNOTE STRIPING
- POLE AND GUY WIRES (RELOCATED BY PG&E)
- CALTRANS STRIPING DETAIL NUMBER
- 27B | 900' — LENGTH OF CONTINUOUS STRIPE

EXISTING FEATURES

- EDGE OF PAVEMENT
- EXISTING ROW
- PROPERTY LINE
- 645 — MAJOR CONTOUR/ELEVATION (5')
- MINOR CONTOUR (1')
- CONCRETE
- CURB AND GUTTER
- WALL
- X — FENCELINE
- W — UNDERGROUND WATER
- E — UNDERGROUND ELECTRIC
- OHU — OVERHEAD UTILITY
- AC
- AB
- SUBGRADE
- w — WATER METER
- WATER VALVE
- SURVEY MONUMENT
- SURVEY CONTROL POINT
- 6" — TREE TRUNK/DBH
- arv — AIR RELEASE VALVE
- c — COMMUNICATIONS BOX
- cp — COMMUNICATIONS PEDESTAL
- e — ELECTRICAL BOX
- ev — ELECTRICAL VAULT
- up — UTILITY PEDESTAL
- uv — UTILITY VAULT
- STREET LIGHT
- GUY POLE
- GUY WIRE
- UTILITY POLE
- SIGN
- SFAP — SEPARATED FOR ASSESSMENT PURPOSES
- ×32.25te — SPOT ELEVATION (DESCRIPTOR)
- R-1 — BOOK 422 OF MAPS AT PAGE 39
- R-2 — BOOK 626 OF MAPS AT PAGE 33
- 72" — UTILITY DEPTH - GPR (EG TO TOP OF UTILITY)

ABBREVIATIONS

NOT ALL ABBREVIATIONS LISTED ARE USED IN THESE PLANS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
A/G	ABOVE GROUND
@	AT
ARV	AIR RELEASE VALVE
APPROX	APPROXIMATE
ASS'Y	ASSEMBLY
AVG	AVERAGE
AWWA	AMERICAN WATER WORKS ASSOCIATION
BC	BEGIN CURVE
BMP	BEST MANAGEMENT PRACTICES
BOW	BACK OF WALK
BSP	BLACK STEEL PIPE
BW	BOTTOM OF WALL
BVC	BEGIN VERTICAL CURVE
C&G	CURB AND GUTTER
CB	CATCH BASIN
CF	CUBIC FEET
CL	CENTERLINE
CLR	CLEAR
CMP	CORRUGATED METAL PIPE
CO	CLEAN OUT
COMM	COMMUNICATION
CONC	CONCRETE
CONST	CONSTRUCT
CP	COMMUNICATION PEDESTAL
CY	CUBIC YARD
° OR DEG	DEGREE(S)
DBH	DIAMETER AT BREAST HEIGHT
DI	DROP INLET
ø OR DIA	DIAMETER
DI	DUCTILE IRON
DWG(S)	DRAWING(S)
DW OR DWY	DRIVEWAY
E	EAST
EA	EACH
EASE	EASEMENT
EC	END OF CURVE
EG	EXISTING GRADE
ELEC	ELECTRIC
EP	EDGE OF PAVEMENT
EL	ELEVATION
EVC	END OF VERTICAL CURVE
EX	EXISTING
FCA	FLANGE COUPLING ADAPTER
FDR	FULL DEPTH RECLAMATION
FH	FIRE HYDRANT
FG	FINISH GRADE
FFC	FRONT FACE CURB
FES	FLARED END SECTION
FL	FLOWLINE
FLG	FLANGED
FT OR '	FOOT, FEET
FV	FLUSH VALVE
G	GAS
GV	GATE VALVE
GB	GRADE BREAK
GSP	GALVANIZED STEEL PIPE
HP	HIGH POINT
HOR	HORIZONTAL
HDPE	HIGH DENSITY POLYETHYLENE
HMA	HOT MIX ASPHALT
IE	INVERT ELEVATION
ID	INSIDE DIAMETER
IN OR "	INCH
INT	INTERSECTION
IRR	IRRIGATION
LT OR L	LEFT
LEN	LENGTH
LF	LINEAR FEET
LP	LOW POINT
LS	LUMP SUM
MFGR	MANUFACTURER
MH	MANHOLE
MAX	MAXIMUM
MDD	MAXIMUM DRY DENSITY
MGS	MIDWEST GUARDRAIL SYSTEM
MJ	MECHANICAL JOINT
MI	MILE
MIN	MINIMUM
MISC	MISCELLANEOUS
MVC	MIDDLE OF VERTICAL CURVE
N	NORTH
NEC	NATIONAL ELECTRICAL CODE
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
# OR NO	NUMBER
OC	ON CENTER
OG	ORIGINAL GRADE
OWS	OIL/WATER SEPARATOR
±	PLUS OR MINUS
PCC	PORTLAND CEMENT CONCRETE OR POINT OF COMPOUND CURVE
PE	PERMANENT EASEMENT
PG&E	PACIFIC GAS AND ELECTRIC
PL	PROPERTY LINE
POS	POSITIVE
PRC	POINT OF REVERSE CURVE
PSI	POUNDS PER SQUARE INCH
PT	POINT
PTC	PERMISSION TO CONSTRUCT
PUE	PUBLIC UTILITY EASEMENT
PVC	POLYVINYL CHLORIDE
PVI	POINT OF VERTICAL INTERSECTION
PVMT	PAVEMENT
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
REVEG	REVEGETATION
RSP	ROCK SLOPE PROTECTION
RT,R	RIGHT
R/W, ROW	RIGHT-OF-WAY
S	SLOPE, SOUTH
SCH	SCHEDULE
SD	STORM DRAIN
SDR	STANDARD DIMENSION RATIO
SDMH	STORM DRAIN MANHOLE
SF	SQUARE FOOT/FEET
SHT	SHEET
SSMH	SANITARY SEWER MANHOLE
SSCO	SANITARY SEWER CLEAN OUT
SS	SANITARY SEWER, STAINLESS STEEL
STA	STATION
STD	STANDARD
SY	SQUARE YARD
TBC	TOP BACK OF CURB
TC	TOP OF CURB
TCE	TEMPORARY CONSTRUCTION EASEMENT
TW	TOP OF WALL
TYP	TYPICAL
UGE	UNDERGROUND ELECTRIC
UGT	UNDERGROUND TELEPHONE
U/G	UNDERGROUND
VC	VERTICAL CURVE
VG	VALLEY GUTTER
W	WATER
WL	WATER LINE
W	WEST
W/	WITH
WM	WATER METER

Know what's below. Call before you dig.

ISSUED FOR BIDS
DATE:4-16-2025

REGISTERED PROFESSIONAL ENGINEER
JOHN RYAN STAFF
NO. C 62349
EXP. 09/30/25
CIVIL
STATE OF CALIFORNIA

Date	4/16/2025
Scale	
Design	RS, SW
Drawn	SD, KW
Check	FH 11/08/23
Engr	RS 4/16/25
Proj. No	58.20.55

NCE
1003 W. Cutting Boulevard, Suite 110
Point Richmond, CA 94804
(510) 215-3620 * Fax (510) 215-2898

TOWN OF LOS GATOS

CIP NO. 811-0008

NOTES, LEGENDS, AND ABBREVIATIONS
SHANNON ROAD REPAIR WITH RETAINING WALL
LOS GATOS, CALIFORNIA

REVISION NO.	BY	DATE

Drawing Number:
G2

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

SURVEY CONTROL POINTS

DESIGNATION	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	1907139.02	6145754.51	684.00	MAG NAIL
2	1906866.69	6146066.35	654.30	HUB & TACK
4	1906683.75	6146525.02	620.22	MAG NAIL
5	1906323.87	6146740.57	576.33	MAG NAIL

GENERAL NOTES:

1. FEATURES SHOWN HEREON REPRESENT SURFACE CONDITIONS OF THE PROJECT AREA AS COMPILED FROM A GROUND SURVEY CONDUCTED IN JUNE OF 2021. UNDERGROUND UTILITIES SHOWN HEREON ARE BASED UPON FIELD OBSERVED PAINT MARKINGS FROM GROUND PENETRATING RADAR (GPR) METHODS, WHICH ARE APPROXIMATE IN NATURE, ESTABLISHED BY OTHERS AND MAY OR MAY NOT REPRESENT A COMPLETE INVENTORY OF UNDERGROUND UTILITIES. SURVEYOR MADE NO OTHER ATTEMPT TO DETERMINE THE EXISTENCE OR EXTENT OF UNDERGROUND UTILITIES OR OTHER FEATURES NOT SURFACE VISIBLE OR DETECTABLE BY GPR METHODS.

2. BOUNDARY INFORMATION SHOWN HEREON IS BASED UPON FOUND MONUMENTATION, AVAILABLE RECORD MAPPING, AND LINES OF OCCUPATION AND NOT UPON A RESOLVED FIELD SURVEY. BOUNDARY INFORMATION IS TO BE CONSIDERED APPROXIMATE ONLY AND TO BE USED FOR GENERAL REFERENCE.

DATUM NOTE:

HORIZONTAL DATUM IS BASED UPON CCS83, ZONE3, EPOCH 2021.3 AND THE VERTICAL DATUM IS BASED UPON NAVD88 AS DETERMINED FROM OBSERVATIONS UTILIZING THE TOPCON TOPNET LIVE REAL-TIME NETWORK. TO OBTAIN GROUND DISTANCES, MULTIPLY BY 1.00005484. TEMPORARY CONTROL POINTS HAVE BEEN ESTABLISHED HEREON TO PERPETUATE THE PROJECT DATUM FOR FUTURE USE.

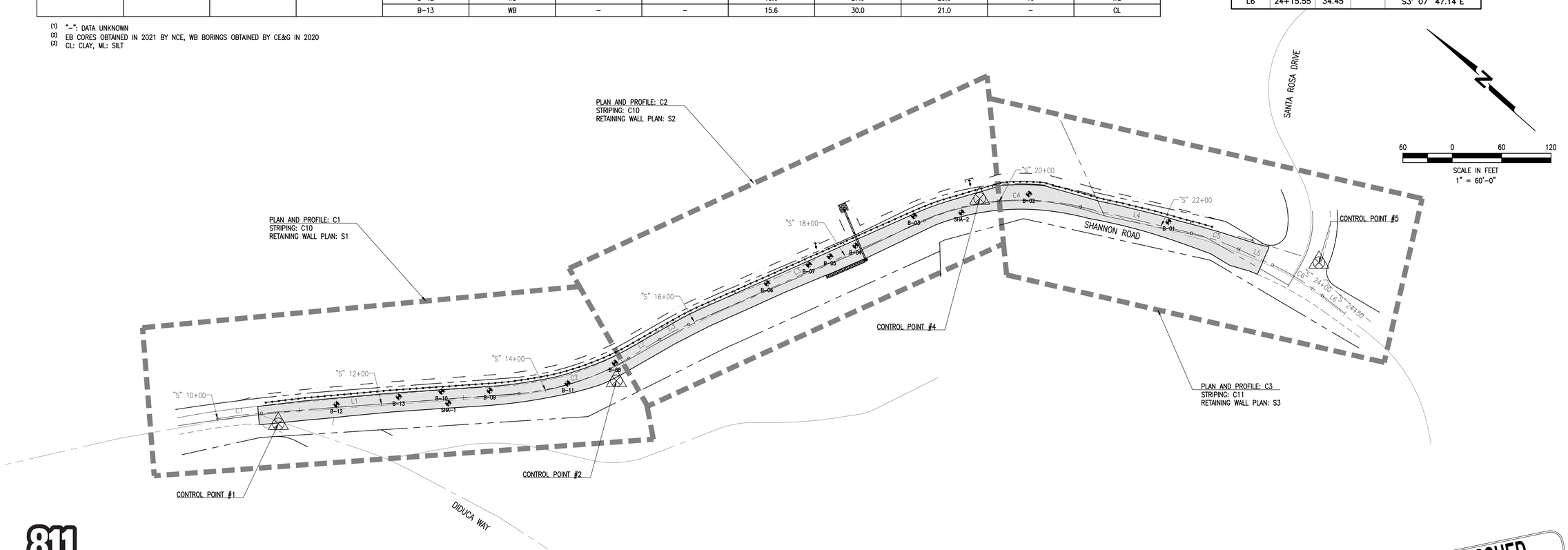
CORE SUMMARY

STREET NAME	BEGIN LOCATION	END LOCATION	NO. OF CORES	CORE NO.	DIRECTION	ASPHALT LAYER(1,2)			AGGREGATE BASE	SUBGRADE(1)		
						DEPTH TO FABRIC (IN)	DEPTH TO OVERLAY (IN)	TOTAL THICKNESS (IN)	TOTAL THICKNESS (IN)	MOISTURE CONTENT (%)	PLASTICITY INDEX (PI)	SOIL CLASSIFICATION(3)
SHANNON ROAD	DIDUCA WAY	SANTA ROSA DRIVE	2	SHA-1	EB	NONE	1.8, 3.0, 5.6	6.7	4.1	–	–	–
				SHA-2	EB	NONE	2.8, 5.6	7.3	9.3	–	–	–
			13	B-01	WB	–	–	18.0	12.0	28.0	–	CL
				B-02	WB	–	–	21.6	12.0	–	–	CL
				B-03	WB	–	–	18.0	20.4	29.0	–	ML
				B-04	WB	–	–	15.6	32.4	13.0	–	CL
				B-05	WB	–	–	24.0	24.0	27.0	34	CL
				B-06	WB	–	–	27.6	24.0	–	–	ML
				B-07	WB	–	–	24.0	18.0	29.0	–	ML
				B-08	WB	–	–	27.6	12.0	–	–	CL
				B-09	WB	–	–	18.0	24.0	27.0	–	ML
				B-10	WB	–	–	18.0	24.0	–	–	CL
				B-11	WB	–	–	24.0	27.0	29.0	–	ML
				B-12	WB	–	–	15.6	27.0	20.0	19	ML
				B-13	WB	–	–	15.6	30.0	21.0	–	CL

(1) "–": DATA UNKNOWN
(2) EB CORES OBTAINED IN 2021 BY NCE, WB BORINGS OBTAINED BY CE&G IN 2020
(3) CL: CLAY, ML: SILT

"S" ALIGNMENT TABLE

NUMBER	STATION	LENGTH	RADIUS	LINE/CHORD DIRECTION
C1	10+00.00	53.81	500.00	S49° 03' 20.63"E
L1	10+53.81	313.80		S45° 58' 21.15"E
C2	13+67.61	141.16	300.00	S59° 27' 07.26"E
L2	15+08.76	43.66		S72° 55' 53.38"E
C3	15+52.42	39.93	300.00	S69° 07' 05.35"E
L3	15+92.36	312.92		S65° 18' 17.32"E
C4	19+05.27	193.81	300.00	S46° 47' 51.98"E
L4	20+99.08	138.79		S28° 17' 26.64"E
C5	22+37.87	59.96	300.00	S22° 33' 55.00"E
L5	22+97.83	45.94		S16° 50' 23.35"E
C6	23+43.76	71.79	300.00	S9° 59' 05.25"E
L6	24+15.55	34.45		S3° 07' 47.14"E



ISSUED FOR BIDS
DATE: 4-16-2025

Know what's below. Call before you dig.

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

P:\Active Projects\Los Gatos Town - SR\SR.20.55 - Shannon Rd Repair Project\CAD\Sheets\01 title.dwg
Oct 03, 2024 - 10:02a
kwilliams

Page 210

REGISTERED PROFESSIONAL ENGINEER
JOHN RYAN STARR
NO. C 62349
EXP. 09/30/25
CIVIL
STATE OF CALIFORNIA

Date	4/16/2025
Scale	
Design	RS, SW
Drawn	SD, KW
Check	FH 11/08/23
Engr	RS 4/16/25
Proj. No	58.20.55

NCE
1003 W. Cutting Boulevard, Suite 110
Point Richmond, CA 94804
(510) 215-3620 * Fax (510) 215-2898

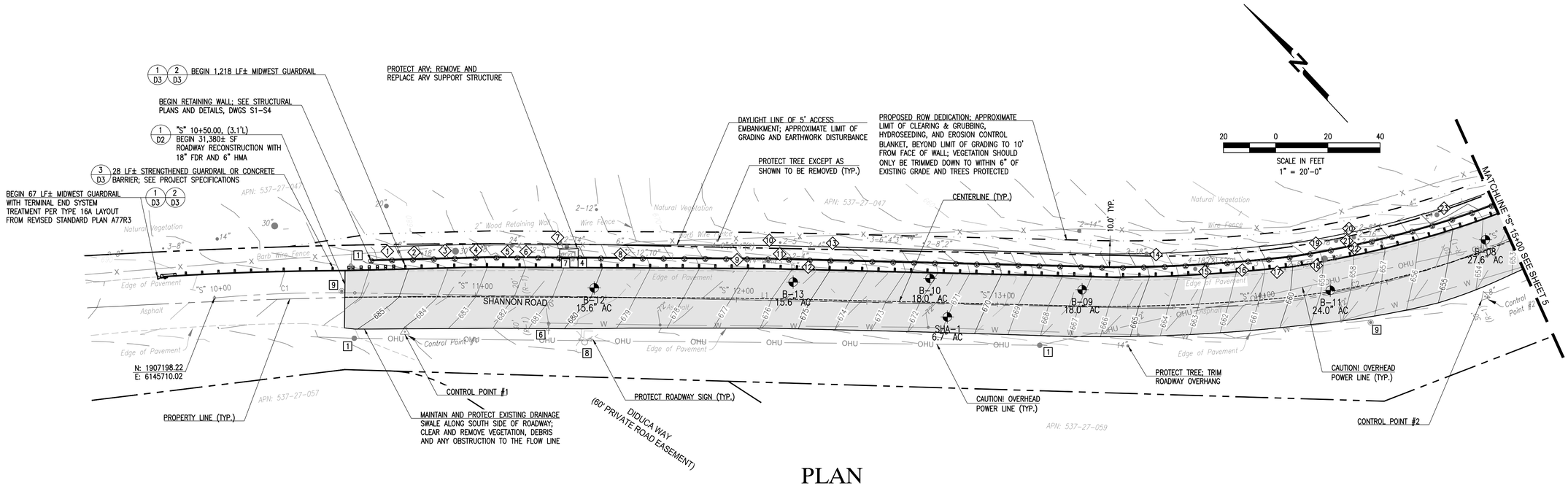
TOWN OF LOS GATOS

CIP NO. 811-0008

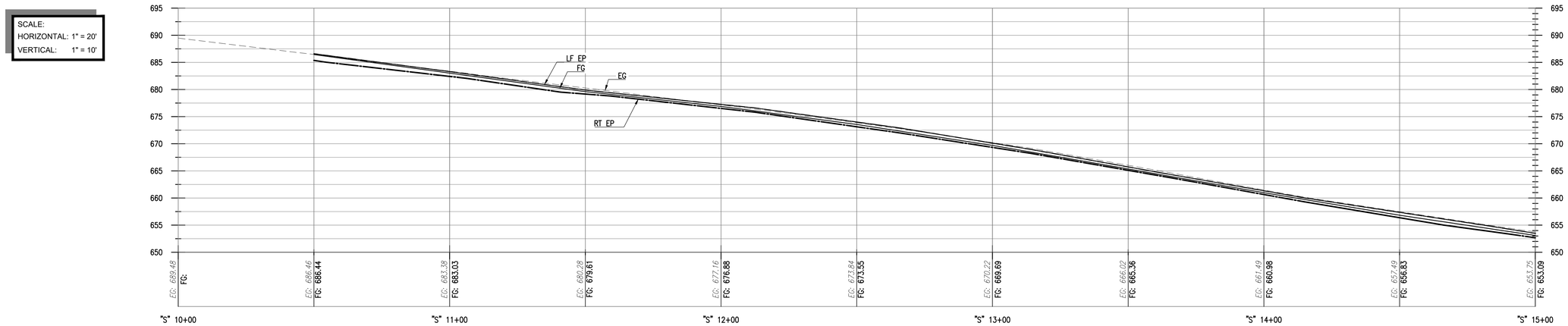
HORIZONTAL CONTROL, CORE SUMMARY, & KEY MAP
SHANNON ROAD REPAIR WITH RETAINING WALL
LOS GATOS, CALIFORNIA

REVISION NO.	BY	DATE

Drawing Number:
G3



PLAN



"S" LINE PROFILE

TREE REMOVAL LIST		
TREE ID	SIZE (DBH)	SPECIES
1	14"	CALIFORNIA WALNUT
2	10"	CALIFORNIA WALNUT
3	30"	CALIFORNIA WALNUT
4	8"	CALIFORNIA WALNUT
5	16"	ENGLISH WALNUT
6	2–6"	CHERRY PLUM
7	20"	CALIFORNIA WALNUT
8	2–8"	ENGLISH WALNUT
9	14–VARIOUS	CHERRY PLUM
10	2–5"	ENGLISH WALNUT
11	2–4"	CHERRY PLUM
12	5"	UNIDENTIFIED
13	2–4"	CHERRY PLUM
14	2–18"	BLUE ELDERBERRY
15	4–18"(2),5"(2)	BLUE ELDERBERRY
16	3"	COAST LIVE OAK
17	2–8",5"	ENGLISH WALNUT
18	36"	CALIFORNIA WALNUT
19	18"	BLACK ELDERBERRY
20	2–5",3"	ENGLISH WALNUT
21	2–16"	ENGLISH WALNUT
22	2–8",4"	ENGLISH WALNUT
23	24"	CALIFORNIA WALNUT

KEYNOTES:

1. UTILITY POLE OR UTILITY POLE WITH SUPPORT; PROTECT IN PLACE.
2. STREET LIGHT POLE; PROTECT IN PLACE.
3. STREET LIGHT BOX; PROTECT IN PLACE.
4. WATER METER BOX; PROTECT IN PLACE.
5. WATER VALVE BOX; PROTECT IN PLACE.
6. ADJUST WATER VALVE BOX; SET TO FG. SEE DETAIL 2/D2.
7. AIR RELEASE VALVE; PROTECT IN PLACE.
8. FIRE HYDRANT; PROTECT IN PLACE.
9. SURVEY MONUMENT BOX; PROTECT IN PLACE.
10. SURVEY MONUMENT BOX; REMOVE AND REPLACE; SET TO FG.
11. COMMUNICATION PEDESTAL; PROTECT IN PLACE.
12. COMMUNICATION BOX; PROTECT IN PLACE.
13. ELECTRIC PULL BOX; PROTECT IN PLACE.
14. UTILITY VAULT; PROTECT IN PLACE.

ISSUED FOR BIDS
DATE:4-16-2025

Know what's below. Call before you dig.

REGISTERED PROFESSIONAL ENGINEER
JOHN RYAN STAFF
NO. C 62349
EXP. 09/30/25
CIVIL
STATE OF CALIFORNIA

Date	4/16/2025
Scale	
Design	RS, SW
Drawn	SD, KW
Check	FH 11/08/23
Engr	RS 4/16/25
Proj. No	58.20.55

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Point Richmond, CA 94804
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TOWN OF LOS GATOS

CIP NO. 811-0008

PLAN AND PROFILE "S" 10+00 TO "S" 15+00
SHANNON ROAD REPAIR WITH RETAINING WALL
LOS GATOS, CALIFORNIA

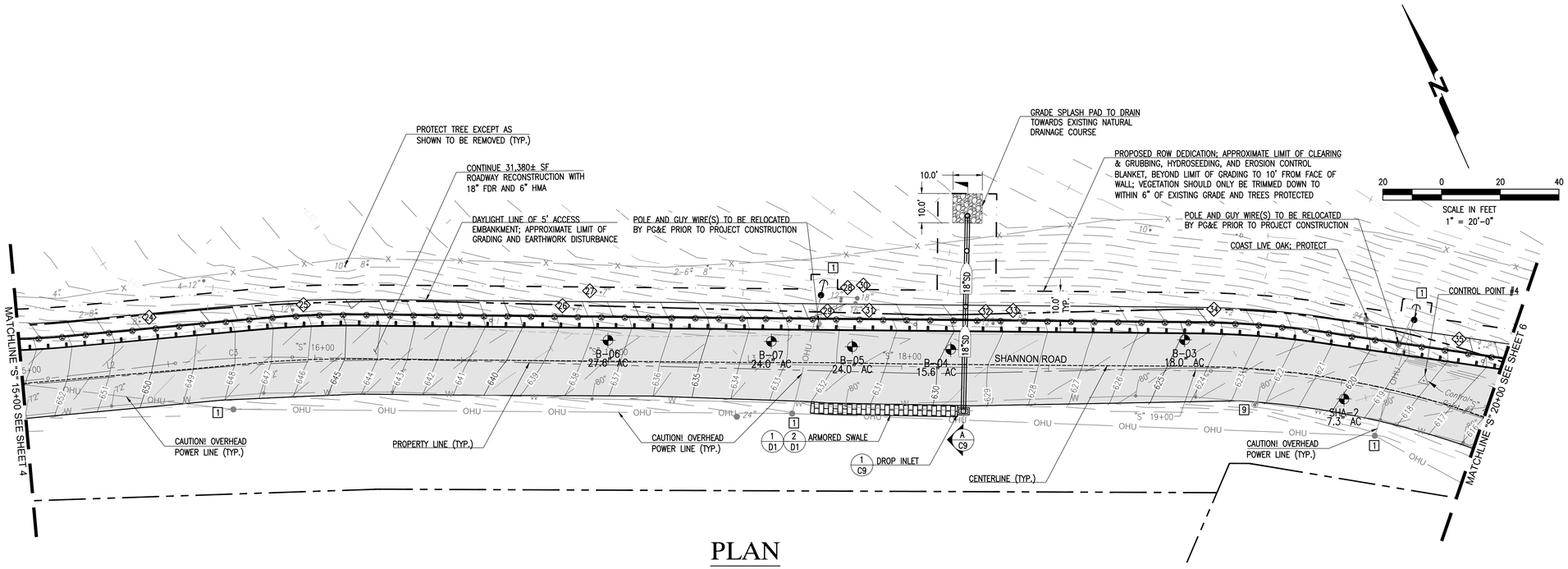
REVISION NO.	BY	DATE

Drawing Number:
C1

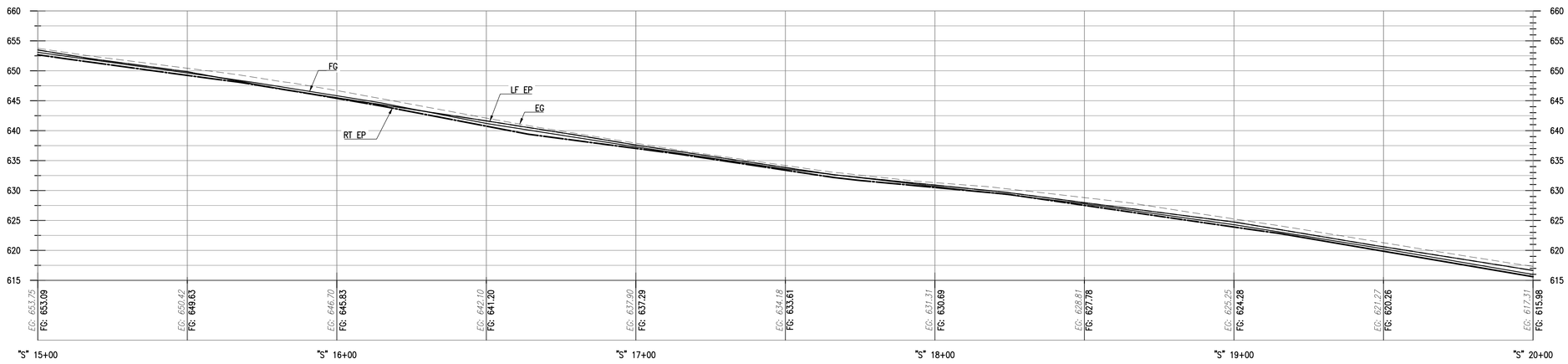
CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

DRAWING NAME: J:\Active Projects\Los Gatos Town - 58\58.20.55 - Shannon Rd Repair Project\CAD\Sheets\04 topsite.dwg
LAST MOD: Jun 13, 2023
PLOTTED BY: KWilliams

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.



PLAN



SCALE:
HORIZONTAL: 1" = 20'
VERTICAL: 1" = 10'

"S" LINE PROFILE

TREE REMOVAL LIST		
TREE ID	SIZE (DBH)	SPECIES
24	8"	ENGLISH WALNUT
25	12"	ENGLISH WALNUT
26	7"	COAST LIVE OAK
27	7"	COAST LIVE OAK
28	12"	WALNUT
29	12"	WALNUT
30	18"	ENGLISH WALNUT
31	16"	PLUM
32	12"	ENGLISH WALNUT
33	8"	UNIDENTIFIED
34	2"	COAST LIVE OAK
35	2-4",2"	COAST LIVE OAK

KEYNOTES:

1. UTILITY POLE OR UTILITY POLE WITH SUPPORT; PROTECT IN PLACE.
2. STREET LIGHT POLE; PROTECT IN PLACE.
3. STREET LIGHT BOX; PROTECT IN PLACE.
4. WATER METER BOX; PROTECT IN PLACE.
5. WATER VALVE BOX; PROTECT IN PLACE.
6. ADJUST WATER VALVE BOX; SET TO FG. SEE DETAIL 2/D2.
7. AIR RELEASE VALVE; PROTECT IN PLACE.
8. FIRE HYDRANT; PROTECT IN PLACE.
9. SURVEY MONUMENT BOX; PROTECT IN PLACE.
10. SURVEY MONUMENT BOX; REMOVE AND REPLACE; SET TO FG.
11. COMMUNICATION PEDESTAL; PROTECT IN PLACE.
12. COMMUNICATION BOX; PROTECT IN PLACE.
13. ELECTRIC PULL BOX; PROTECT IN PLACE.
14. UTILITY VAULT; PROTECT IN PLACE.

Know what's below. Call before you dig.

ISSUED FOR BIDS
DATE:4-16-2025

REGISTERED PROFESSIONAL ENGINEER
JOHN RYAN STAFF
NO. C 62349
EXP. 09/30/25
CIVIL
STATE OF CALIFORNIA

Date	4/16/2025
Scale	
Design	RS, SW
Drawn	SD, KW
Check	FH 11/08/23
Engr	RS 4/16/25
Proj. No.	58.20.55

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1003 W. Cutting Boulevard, Suite 110
Point Richmond, CA 94804
(510) 215-3620 * Fax (510) 215-2898

TOWN OF LOS GATOS

CIP NO. 811-0008

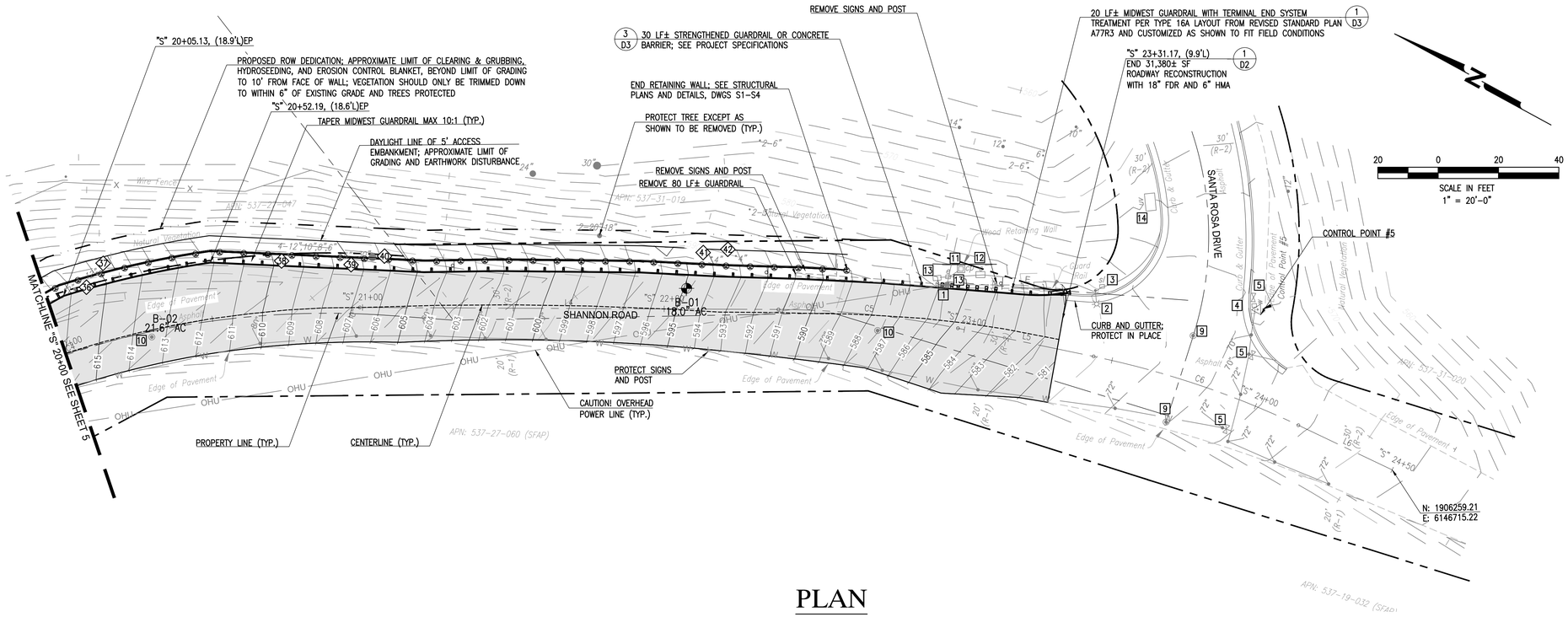
PLAN AND PROFILE "S" 15+00 TO "S" 20+00
SHANNON ROAD REPAIR WITH RETAINING WALL
LOS GATOS, CALIFORNIA

REVISION NO.	BY	DATE

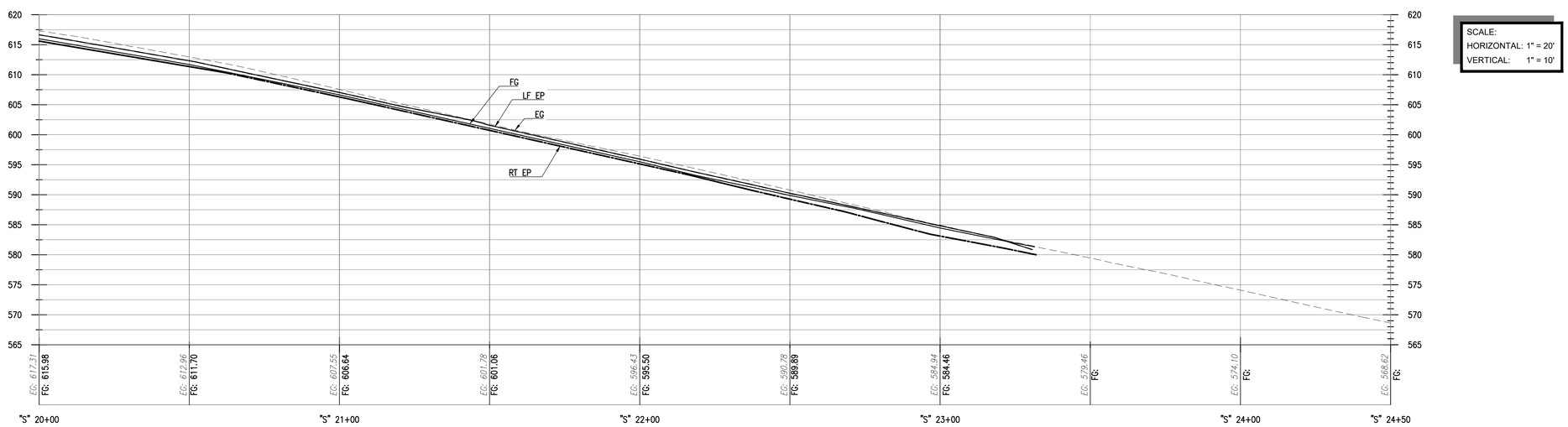
Drawing Number:
C2

DRAWING NAME: P:\Active Projects\Los Gatos Town - SR\58.20.55 - Shannon Rd Repair Project\CAD\Sheets\04 layouts.dwg
PLOTTED ON: 4/16/2025
PLOTTED BY: KWilliams

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.



PLAN



"S" LINE PROFILE

TREE REMOVAL LIST		
TREE ID	SIZE (DBH)	SPECIES
36	12"	CALIFORNIA BAY
37	12"	CALIFORNIA BAY
38	4-12",10",8",6"	COAST LIVE OAK
39	5"	COAST LIVE OAK
40	30"	COAST LIVE OAK
41	4"	CALIFORNIA WALNUT
42	4"	CALIFORNIA WALNUT

KEYNOTES:

1. UTILITY POLE OR UTILITY POLE WITH SUPPORT; PROTECT IN PLACE.
2. STREET LIGHT POLE; PROTECT IN PLACE.
3. STREET LIGHT BOX; PROTECT IN PLACE.
4. WATER METER BOX; PROTECT IN PLACE.
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12. COMMUNICATION BOX; PROTECT IN PLACE.
13. ELECTRIC PULL BOX; PROTECT IN PLACE.
14. UTILITY VAULT; PROTECT IN PLACE.

Know what's below. Call before you dig.

ISSUED FOR BIDS
DATE: 4-16-2025

DRAWING NAME: P:\Active Projects\Los Gatos Town - 58\58.20.55 - Shannon Rd Repair Project\CAD\Sheets\04 layouts.dwg
PLOTTED BY: Kwilliams

REGISTERED PROFESSIONAL ENGINEER
JOHN RYAN STAFF
NO. C 62349
EXP. 09/30/25
CIVIL
STATE OF CALIFORNIA

Date	4/16/2025
Scale	
Design	RS, SW
Drawn	SD, KW
Check	FH 11/08/23
Engr	RS 4/16/25
Proj. No	58.20.55

NCE
1003 W. Cutting Boulevard, Suite 110
Point Richmond, CA 94804
(510) 215-3620 * Fax (510) 215-2898

TOWN OF LOS GATOS

CIP NO. 811-0008

PLAN AND PROFILE "S" 20+00 TO "S" 24+50
SHANNON ROAD REPAIR WITH RETAINING WALL
LOS GATOS, CALIFORNIA

REVISION NO.	BY	DATE

Drawing Number:
C3

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

SCALE:
HORIZONTAL: 1" = 10'
VERTICAL: 1" = 5'

SCALE:
HORIZONTAL: 1" = 10'
VERTICAL: 1" = 5'

SCALE:
HORIZONTAL: 1" = 10'
VERTICAL: 1" = 5'

SCALE:
HORIZONTAL: 1" = 10'
VERTICAL: 1" = 5'

SCALE:
HORIZONTAL: 1" = 10'
VERTICAL: 1" = 5'

SCALE:
HORIZONTAL: 1" = 10'
VERTICAL: 1" = 5'

NOTES:

1. UNDERGROUND UTILITIES NOT SHOWN. CONTRACTOR SHALL FIELD VERIFY AND POSITIVELY LOCATE ALL UNDERGROUND UTILITIES PRIOR TO ROAD RECONSTRUCTION.

ISSUED FOR BIDS
DATE: 4-16-2025

Know what's below. Call before you dig.

REGISTERED PROFESSIONAL ENGINEER
JOHN RYAN STAFF
NO. C 62349
EXP. 09/30/25
CIVIL
STATE OF CALIFORNIA

Date	4/16/2025
Scale	
Design	RS, SW
Drawn	SD, KW
Check	FH 11/08/23
Engr	RS 4/16/25
Proj. No	58.20.55

NCE
1003 W. Cutting Boulevard, Suite 110
Point Richmond, CA 94804
(510) 215-3620 * Fax (510) 215-2898

TOWN OF LOS GATOS

CIP NO. 811-0008

CROSS SECTIONS "S" 10+50 TO "S' 13+00
SHANNON ROAD REPAIR WITH RETAINING WALL
LOS GATOS, CALIFORNIA

REVISION NO.	BY	DATE

Drawing Number:
C4
7 OF 22

DRAWING NAME: P:\Active Projects\Los Gatos Town - SR\58.20.55 - Shannon Rd Repair Project\CAD\Sheets\04 layouts.dwg
PLOTTED BY: Admin
PLOTTED ON: Wednesday

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

Know what's below. Call before you dig.

NOTES:

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ISSUED FOR BIDS
DATE:4-16-2025

DRAWING NAME: P:\Active Projects\Los Gatos Town - SR\SR 20.55 - Shannon Rd Repair Project\CAD\Sheets\04 layouts.dwg
PLOTTED ON: 4/16/2025
PLOTTED BY: VMilliams

ITEM NO. 12.

REGISTERED PROFESSIONAL ENGINEER
JOHN RYAN STAFF
NO. C 62349
EXP. 09/30/25
CIVIL
STATE OF CALIFORNIA

Date	4/16/2025
Scale	
Design	RS, SW
Drawn	SD, KW
Check	FH 11/08/23
Engr	RS 4/16/25
Proj. No	58.20.55

NCE
1003 W. Cutting Boulevard, Suite 110
Point Richmond, CA 94804
(510) 215-3620 * Fax (510) 215-2898

TOWN OF LOS GATOS

CIP NO. 811-0008

CROSS SECTIONS "S" 13+50 TO "S' 16+00
SHANNON ROAD REPAIR WITH RETAINING WALL
LOS GATOS, CALIFORNIA

REVISION NO.	BY	DATE

Drawing Number:
C5

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

SCALE:
HORIZONTAL: 1" = 10'
VERTICAL: 1" = 5'

SCALE:
HORIZONTAL: 1" = 10'
VERTICAL: 1" = 5'

SCALE:
HORIZONTAL: 1" = 10'
VERTICAL: 1" = 5'

SCALE:
HORIZONTAL: 1" = 10'
VERTICAL: 1" = 5'

SCALE:
HORIZONTAL: 1" = 10'
VERTICAL: 1" = 5'

SCALE:
HORIZONTAL: 1" = 10'
VERTICAL: 1" = 5'

Know what's below. Call before you dig.

NOTES:

1. UNDERGROUND UTILITIES NOT SHOWN. CONTRACTOR SHALL FIELD VERIFY AND POSITIVELY LOCATE ALL UNDERGROUND UTILITIES PRIOR TO ROAD RECONSTRUCTION.

ISSUED FOR BIDS
DATE: 4-16-2025

ITEM NO. 12.

REGISTERED PROFESSIONAL ENGINEER
JOHN RYAN STAFF
NO. C 62349
EXP. 09/30/25
CIVIL
STATE OF CALIFORNIA

Date	4/16/2025
Scale	
Design	RS, SW
Drawn	SD, KW
Check	FH 11/08/23
Engr	RS 4/16/25
Proj. No	58.20.55

NCE
1003 W. Cutting Boulevard, Suite 110
Point Richmond, CA 94804
(510) 215-3620 * Fax: (510) 215-2898

TOWN OF LOS GATOS

CIP NO. 811-0008

CROSS SECTIONS "S" 16+50 TO "S' 19+00
SHANNON ROAD REPAIR WITH RETAINING WALL
LOS GATOS, CALIFORNIA

REVISION NO.	BY	DATE

Drawing Number:
C6
9 OF 22

DRAWING NAME: P:\Active Projects\Los Gatos Town - SR\58.20.55 - Shannon Rd Repair Project\CAD\Sheets\04 layouts.dwg
PLOTTED ON: 04/16/2025
PLOTTED BY: KWilliams

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

SCALE:
HORIZONTAL: 1" = 10'
VERTICAL: 1" = 5'

SCALE:
HORIZONTAL: 1" = 10'
VERTICAL: 1" = 5'

SCALE:
HORIZONTAL: 1" = 10'
VERTICAL: 1" = 5'

SCALE:
HORIZONTAL: 1" = 10'
VERTICAL: 1" = 5'

SCALE:
HORIZONTAL: 1" = 10'
VERTICAL: 1" = 5'

SCALE:
HORIZONTAL: 1" = 10'
VERTICAL: 1" = 5'

Know what's below. Call before you dig.

NOTES:

1. UNDERGROUND UTILITIES NOT SHOWN. CONTRACTOR SHALL FIELD VERIFY AND POSITIVELY LOCATE ALL UNDERGROUND UTILITIES PRIOR TO ROAD RECONSTRUCTION.

ISSUED FOR BIDS
DATE:4-16-2025

REGISTERED PROFESSIONAL ENGINEER
JOHN RYAN STAFF
NO. C 62349
EXP. 09/30/25
CIVIL
STATE OF CALIFORNIA

Date	4/16/2025
Scale	
Design	RS, SW
Drawn	SD, KW
Check	FH 11/08/23
Engr	RS 4/16/25
Proj. No	58.20.55

NCE
1003 W. Cutting Boulevard, Suite 110
Point Richmond, CA 94804
(510) 215-3620 * Fax: (510) 215-2898

TOWN OF LOS GATOS

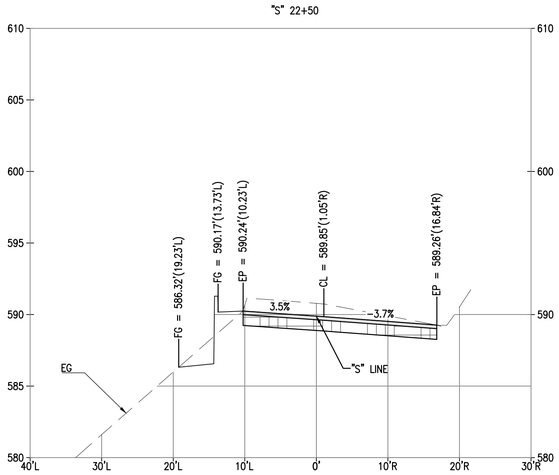
CIP NO. 811-0008

CROSS SECTIONS "S" 19+50 TO "S' 22+00
SHANNON ROAD REPAIR WITH RETAINING WALL
LOS GATOS, CALIFORNIA

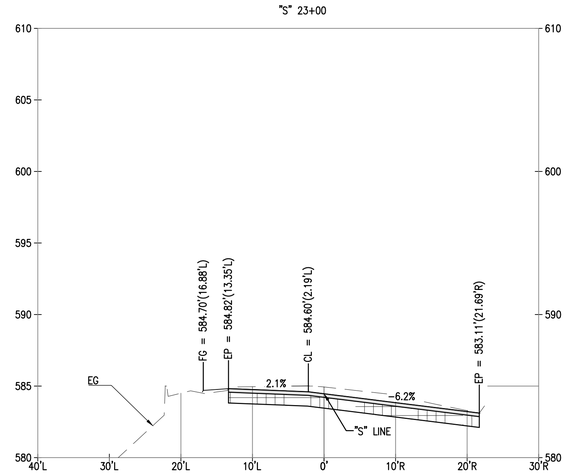
REVISION NO.	BY	DATE

Drawing Number:
C7
10 OF 22

DRAWING NAME: P:\Active Projects\Los Gatos Town - SR\58.20.55 - Shannon Rd Repair Project\CAD\Sheets\04 topo\c4.dwg
PLOTTED ON: 4/16/2025
PLOTTED BY: KWilliams



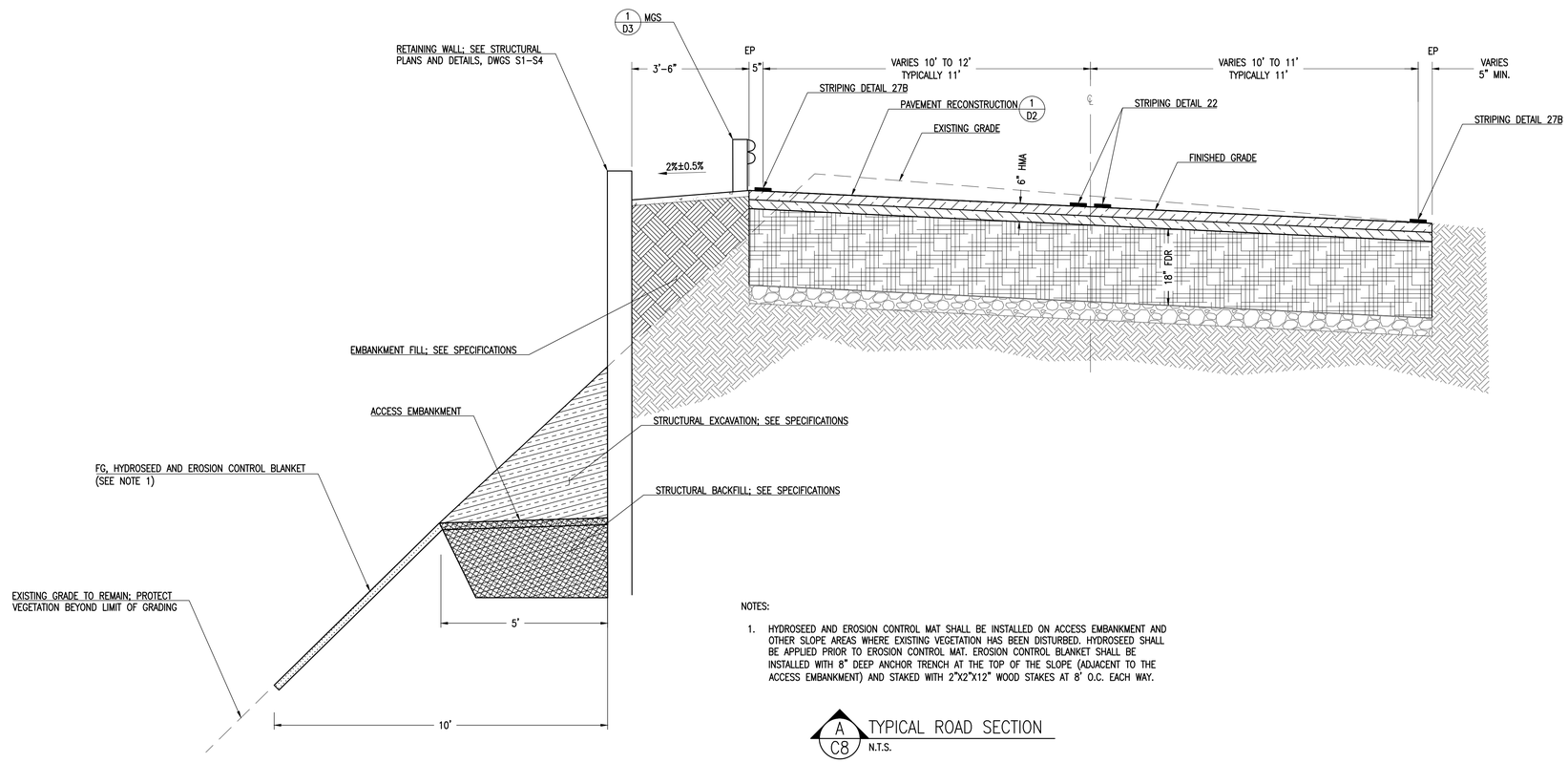
SCALE:
HORIZONTAL: 1" = 10'
VERTICAL: 1" = 5'



SCALE:
HORIZONTAL: 1" = 10'
VERTICAL: 1" = 5'

NOTES:

1. UNDERGROUND UTILITIES NOT SHOWN. CONTRACTOR SHALL FIELD VERIFY AND POSITIVELY LOCATE ALL UNDERGROUND UTILITIES PRIOR TO ROAD RECONSTRUCTION.



NOTES:

1. HYDROSEED AND EROSION CONTROL MAT SHALL BE INSTALLED ON ACCESS EMBANKMENT AND OTHER SLOPE AREAS WHERE EXISTING VEGETATION HAS BEEN DISTURBED. HYDROSEED SHALL BE APPLIED PRIOR TO EROSION CONTROL MAT. EROSION CONTROL BLANKET SHALL BE INSTALLED WITH 8" DEEP ANCHOR TRENCH AT THE TOP OF THE SLOPE (ADJACENT TO THE ACCESS EMBANKMENT) AND STAKED WITH 2"X2"X12" WOOD STAKES AT 8' O.C. EACH WAY.

A / C8 TYPICAL ROAD SECTION
N.T.S.

REGISTERED PROFESSIONAL ENGINEER
JOHN RYAN STAFF
NO. C 62349
EXP. 09/30/25
CIVIL
STATE OF CALIFORNIA

Date	4/16/2025
Scale	
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Drawn	SD, KW
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Engr	RS 4/16/25
Proj. No	58.20.55

NCE
1003 W. Cutting Boulevard, Suite 110
Point Richmond, CA 94804
(510) 215-3620 * Fax (510) 215-2898

TOWN OF LOS GATOS

CIP NO. 811-0008
CROSS SECTIONS "S" 22+50 TO "S' 23+00 & TYPICAL ROAD SECTION
SHANNON ROAD REPAIR WITH RETAINING WALL
LOS GATOS, CALIFORNIA

REVISION NO.	BY	DATE

ISSUED FOR BIDS
DATE:4-16-2025

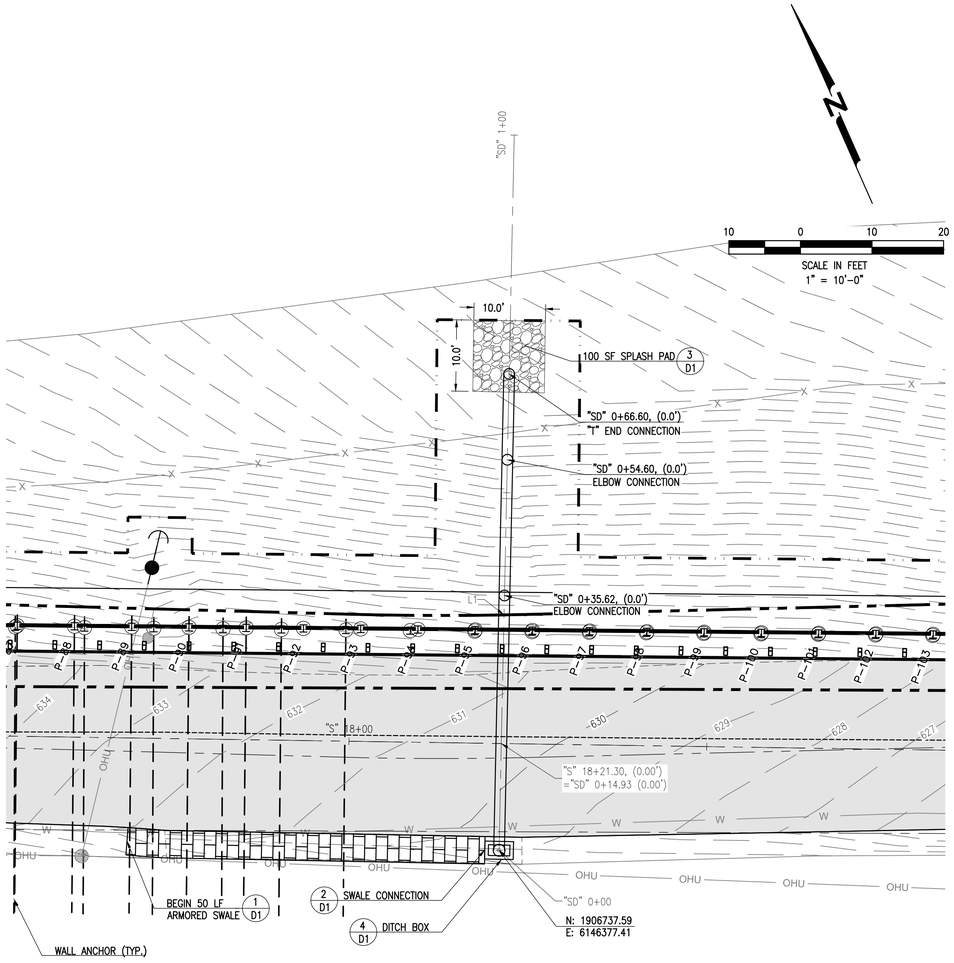
Drawing Number:
C8
11 OF 22

811 Know what's below. Call before you dig.

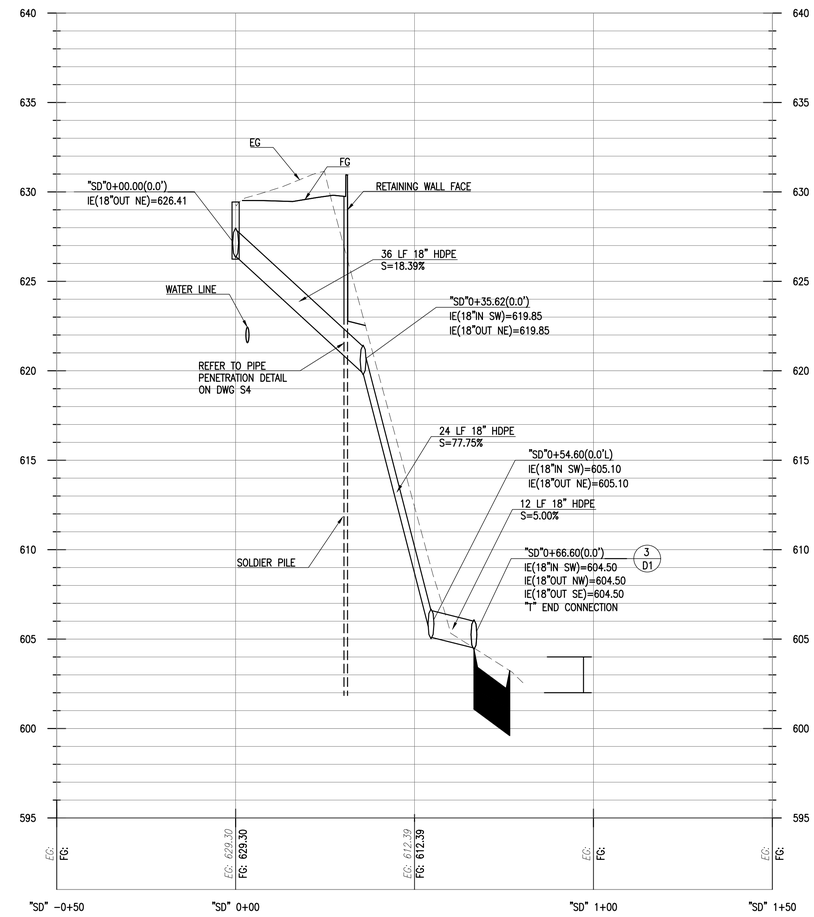
CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

DRAWING NAME: P:\Active Projects\Los Gatos Town - SR\58.20.55 - Shannon Rd Repair Project\CAD\Sheets\04 typicals.dwg
PLOTTED ON: 04/16/2025
PLOTTED BY: KWilliams

ITEM NO. 12.



1 C9 STORM DRAIN LAYOUT
AT "S" 18+21.30



A C9 STORM DRAIN PROFILE

SCALE:
HORIZONTAL: 1" = 20'
VERTICAL: 1" = 4'

"SD"– STORM DRAIN ALIGNMENT TABLE					
NUMBER	STATION	NORTHING	EASTING	LENGTH	BEARING OR Δ
L1	0+00.00	1906737.5881	6146377.4124	100.00'	N25° 03' 06"E

811 Know what's below. Call before you dig.

ISSUED FOR BIDS
DATE:4-16-2025

REGISTERED PROFESSIONAL ENGINEER
JOHN RYAN SHAFER
NO. C 62349
EXP. 09/30/25
CIVIL
STATE OF CALIFORNIA

Date	4/16/2025
Scale	
Design	RS, SW
Drawn	SD, KW
Check	FH 11/08/23
Engr.	RS 4/16/25
Proj. No	58.20.55

NCE
1003 W. Cutting Boulevard, Suite 110
Point Richmond, CA 94804
(510) 215-3620 * Fax (510) 215-2898

TOWN OF LOS GATOS

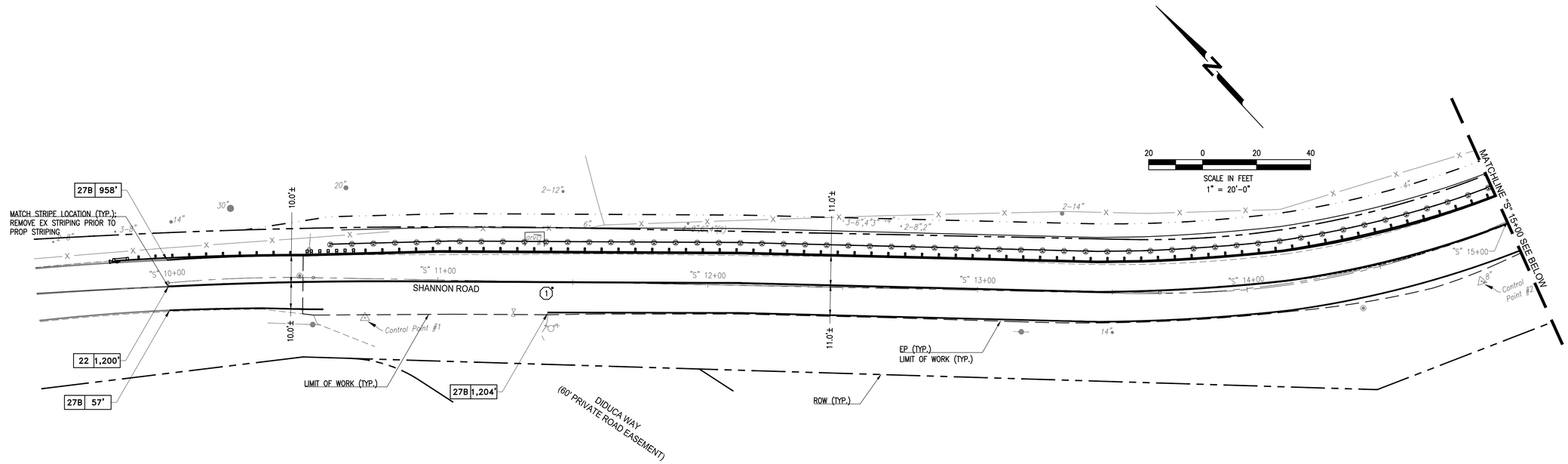
CIP NO. 811-0008
DRAINAGE PLAN
SHANNON ROAD REPAIR WITH RETAINING WALL
LOS GATOS, CALIFORNIA

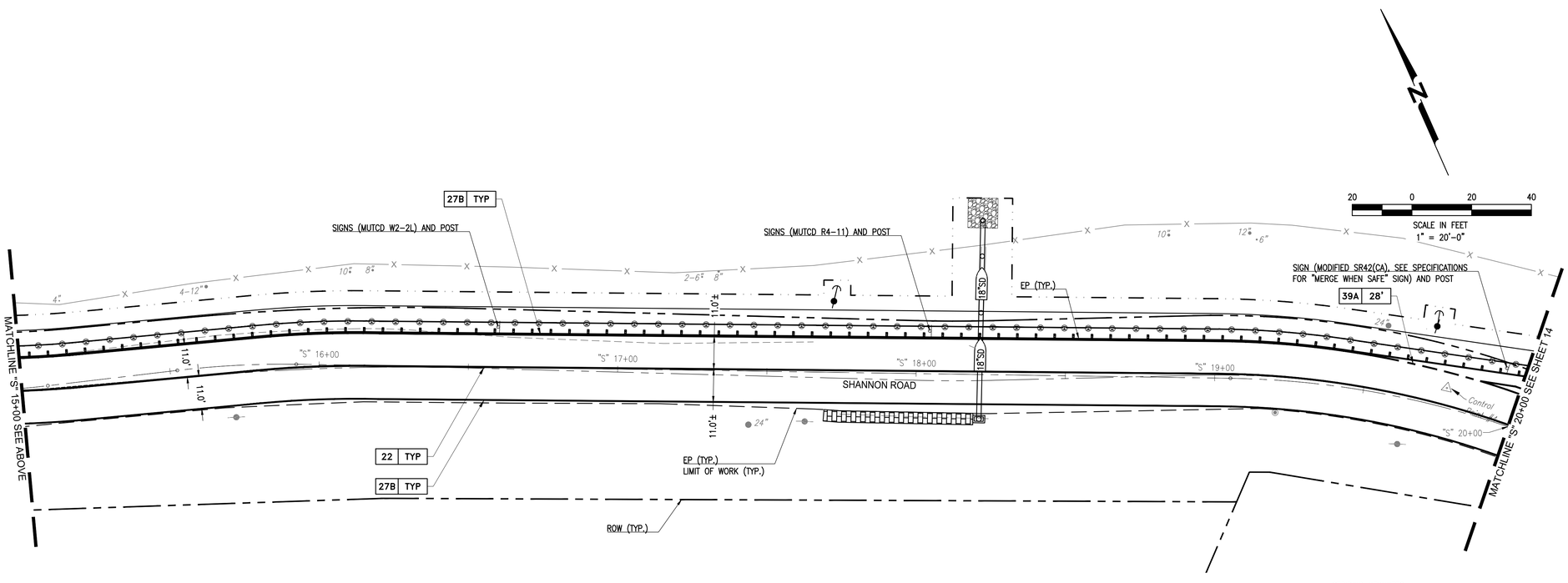
REVISION NO.	BY	DATE

Drawing Number:
C9
12 OF 22

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

ITEM NO. 12.





STRIPING KEYNOTES:

1. INSTALL TYPE D TWO-WAY BLUE MARKER
2. INSTALL CALTRANS TYPE IV (RIGHT OR LEFT) ARROW

ISSUED FOR BIDS
DATE: 4-16-2025

Know what's below. Call before you dig.

REGISTERED PROFESSIONAL ENGINEER
JOHN RYAN SHAFER
NO. C 62349
EXP. 09/30/25
CIVIL
STATE OF CALIFORNIA

Date	4/16/2025
Scale	
Design	RS, SW
Drawn	SD, KW
Check	FH 11/08/23
Engr	RS 4/16/25
Proj. No	58.20.55

NCE
1003 W. Cutting Boulevard, Suite 110
Point Richmond, CA 94804
(510) 215-3620 * Fax: (510) 215-2898

TOWN OF LOS GATOS

CIP NO. 811-0008

STRIPING "S" 10+00 TO "S" 20+00
SHANNON ROAD REPAIR WITH RETAINING WALL
LOS GATOS, CALIFORNIA

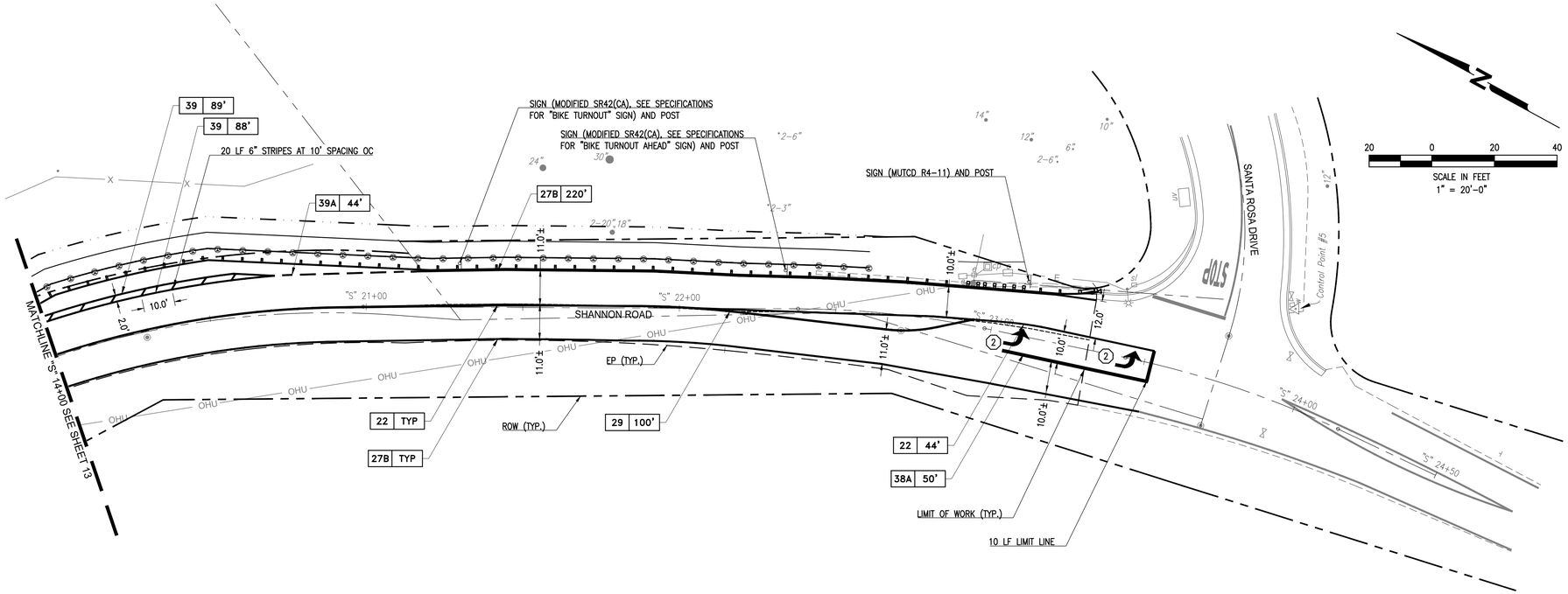
REVISION NO.	BY	DATE

Drawing Number:
C10
13 OF 22

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

F:\Active Projects\Los Gatos Town - SR\58.20.55 - Shannon Rd Repair Project\CAD\Sheets\25 pavement delineation.dwg
PLOTTED BY: Williams

ITEM NO. 12.



STRIPING KEYNOTES:

1. INSTALL TYPE D TWO-WAY BLUE MARKER
2. INSTALL CALTRANS TYPE IV (RIGHT OR LEFT) ARROW

ISSUED FOR BIDS
DATE: 4-16-2025

Know what's below. Call before you dig.

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

P:\Active Projects\Los Gatos Town - SR58.20.55 - Shannon Rd Repair Project\CAD\Sheets\25 pavement delineation.dwg
Jun 16, 2025
Kelliann
PLOTTED BY:

REGISTERED PROFESSIONAL ENGINEER
JOHN RYAN SHAFER
NO. C 62349
EXP. 09/30/25
CIVIL
STATE OF CALIFORNIA

Date	4/16/2025
Scale	
Design	RS, SW
Drawn	SD, KW
Check	FH 11/08/23
Engr	RS 4/16/25
Proj. No	58.20.55

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1003 W. Cutting Boulevard, Suite 110
Point Richmond, CA 94804
(510) 215-3620 * Fax (510) 215-2898

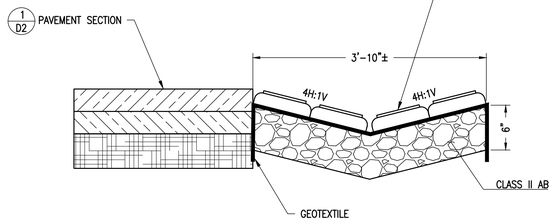
TOWN OF LOS GATOS

CIP NO. 811-0008

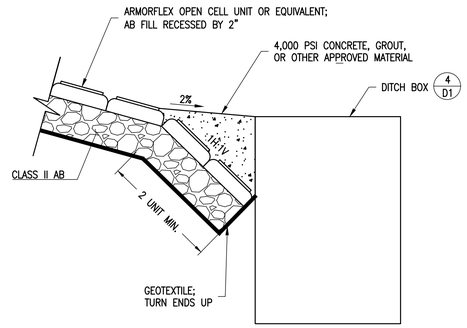
STRIPING "S" 20+00 TO "S" 24+50
SHANNON ROAD REPAIR WITH RETAINING WALL
LOS GATOS, CALIFORNIA

REVISION NO.	BY	DATE

Drawing Number:
C11
14 OF 22



SECTION

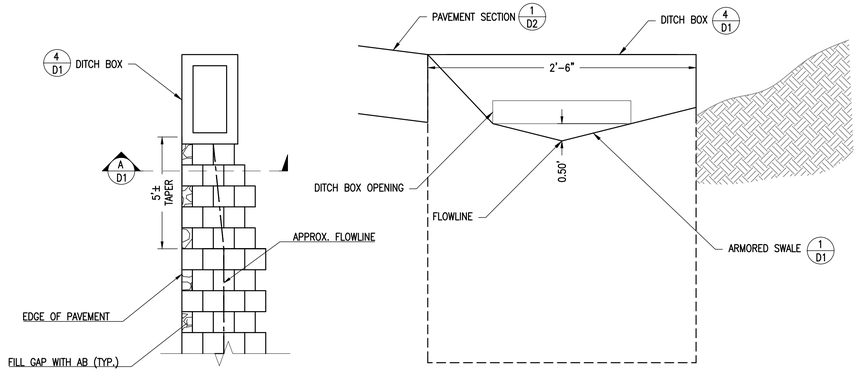


END TREATMENT

NOTES:

1. ANCHOR UPSTREAM END OF GEOTEXTILE 1.5' MINIMUM EMBEDMENT BELOW FG.

1/D1 ARMORED SWALE
N.T.S.

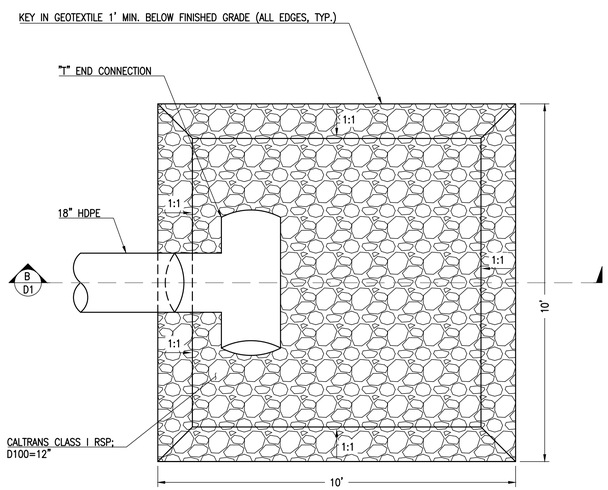


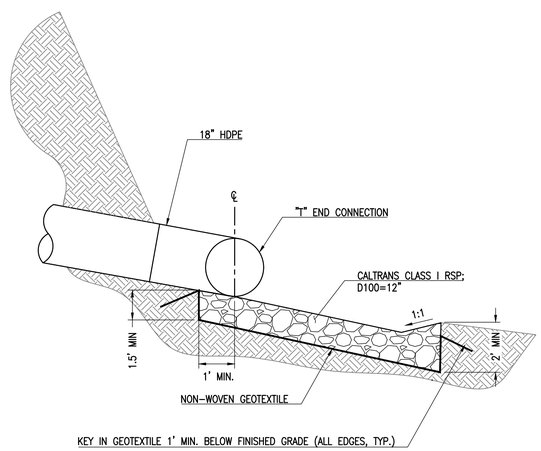
A/D1 SWALE CONNECTION SECTION
NTS

NOTES:

1. CONFIGURATION OF ARMORFLEX OPEN CELL UNITS (OR EQUIVALENT) SHALL BE FIELD FIT.

2/D1 SWALE CONNECTION
N.T.S.



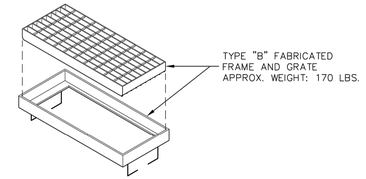


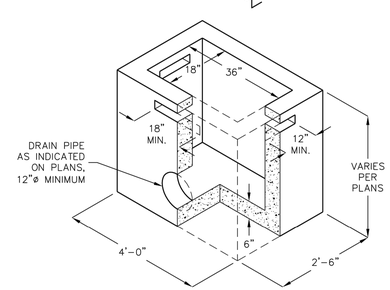
B/D1 SPLASH PAD CROSS SECTION
NTS

3/D1 SPLASH PAD
N.T.S.

MEETS REQUIREMENTS FOR:
STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION
CITY OF SACRAMENTO DITCH BOX

DITCH BOX
18" x 36" CURB INLET FABRICATED FRAME & GRATE





BOX DESIGN LOAD:
H-20 FULL TRAFFIC

FOR COMPLETE DESIGN AND PRODUCT INFORMATION, CONTACT JENSEN PRECAST.

11/24/04
DI18368_DitchBox_B.dwg
© 2004 Jensen Precast

JENSEN PRECAST

NOTES:

1. GRATE SHALL BE BICYCLE RATED.
2. DROP INLET CAN JENSEN PRECAST DITCH BOX 18" X 36" CURB INLET FABRICATED FRAME AND GRATE OR APPROVED EQUIVALENT.

4/D1 DITCH BOX
N.T.S.

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

Know what's below. Call before you dig.

ISSUED FOR BIDS
DATE: 4-16-2025

REGISTERED PROFESSIONAL ENGINEER
JOHN RYAN STAFF
NO. C 62349
EXP. 09/30/25
CIVIL
STATE OF CALIFORNIA

NCE
1003 W. Cutting Boulevard, Suite 110
Point Richmond, CA 94804
(510) 215-3620 * Fax (510) 215-2898

Date	4/16/2025
Scale	
Design	RS, SW
Drawn	SD, KW
Check	FH 11/08/23
Engr	RS 4/16/25
Proj. No	58.20.55

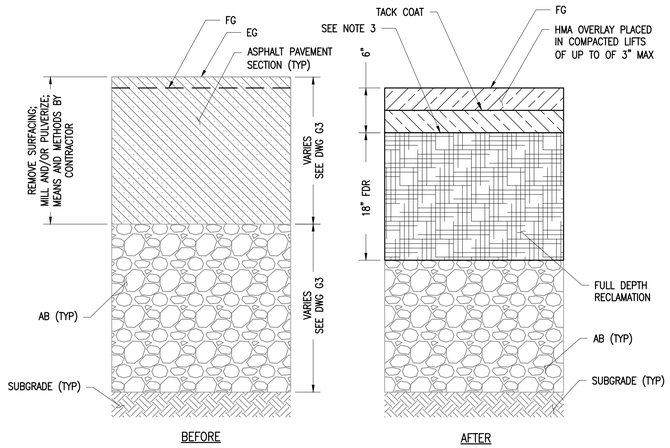
TOWN OF LOS GATOS

CIP NO. 811-0008
DRAINAGE DETAILS
SHANNON ROAD REPAIR WITH RETAINING WALL
LOS GATOS, CALIFORNIA

REVISION NO.	BY	DATE

Drawing Number:
D1

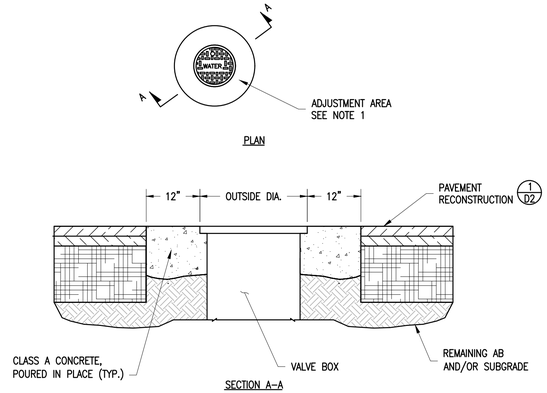
P:\Active Projects\Los Gatos Town - 58.58.20.55 - Shannon Rd Repair Project\CAD\Sheets\D0 Drainage and Details.dwg
DRAWING TITLE: D1 - D2 - D3
PLOTTED BY: Kelliann



NOTES:

1. PAVEMENT CORE LOCATION AND MEASUREMENTS FOR TYPICAL PAVEMENT SECTION CAN BE FOUND ON DRAWING G3.
2. THE CONTRACTOR SHALL PERFORM 18" FDR WITH CEMENT IN TWO PASSES IF NEEDED. FINAL PAVEMENT STRUCTURE: 6" HMA OVER 18" FDR.
3. GRADE PULVERIZED MATERIAL TO FINISH GRADE ELEVATIONS AND CROSS SLOPES INDICATED ON THE PLANS, MINUS THE DEPTH OF THE NEW ASPHALT SECTION. COMPACT PULVERIZED MATERIAL TO 95% M.D.D.
4. TACK COAT SHALL BE APPLIED TO ALL PAVEMENT SURFACES PRIOR TO PLACEMENT OF EACH LIFT OF HMA.

1 / D2 PAVEMENT RECONSTRUCTION
FDR WITH HMA OVERLAY
N.T.S.



NOTES:

1. REMOVE PAVEMENT AND BASE MATERIALS FOR A DISTANCE WHICH IS EQUAL TO THE DIAMETER OF THE FRAME PLUS TWO FEET. ADJUST CASTING FRAME TO NEW PAVEMENT SURFACE USING CONCRETE BLOCKS.
2. INSTALL BLOCKOUT USING SONOTUBE. RAISE TO GRADE AFTER PAVING OPERATIONS ARE COMPLETED.

2 / D2 ADJUST VALVE BOX
N.T.S.

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

P:\Active Projects\Los Gatos Town - SR\58.20.55 - Shannon Rd Repair Project\CAD\Sheets\D2 Drainage and Details.dwg
Jun 16, 2025 - 10:20am
KWilson
DRAWING TITLE:
PLOT SCALE:
PLOTTED BY:

Know what's below. Call before you dig.

ISSUED FOR BIDS
DATE: 4-16-2025

REGISTERED PROFESSIONAL ENGINEER
JOHN RYAN STAFF
NO. C 62349
EXP. 09/30/25
CIVIL
STATE OF CALIFORNIA

Date	4/16/2025
Scale	
Design	RS, SW
Drawn	SD, KW
Check	FH 11/08/23
Engr	RS 4/16/25
Proj. No	58.20.55

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Point Richmond, CA 94804
(510) 215-3620 * Fax (510) 215-2898

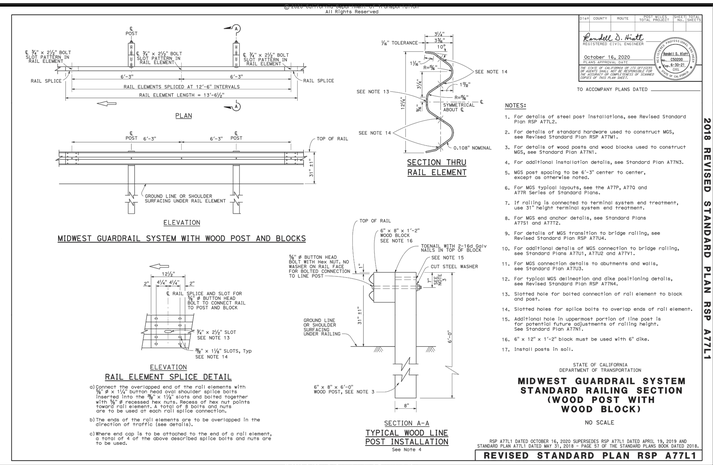
TOWN OF LOS GATOS

CIP NO. 811-0008
CIVIL DETAILS 1
SHANNON ROAD REPAIR WITH RETAINING WALL
LOS GATOS, CALIFORNIA

REVISION NO.	BY	DATE

Drawing Number:
D2

ITEM NO. 12.



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

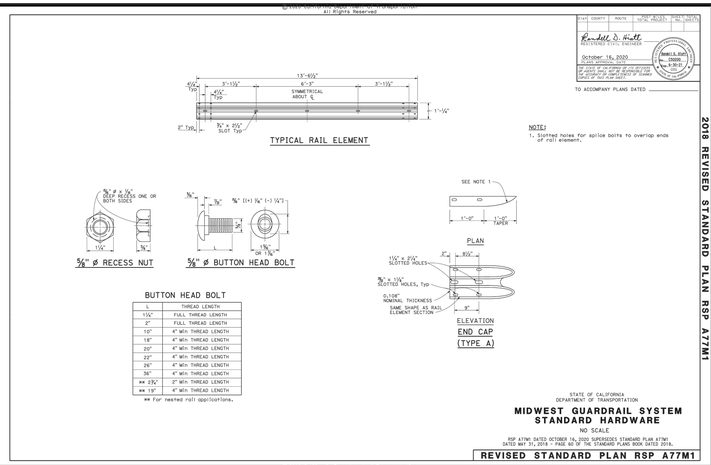
MIDWEST GUARDRAIL SYSTEM STANDARD RAILING SECTION (WOOD POST WITH WOOD BLOCK)

NO SCALE

RSP A77L1 DATED OCTOBER 16, 2020 SUPERSEDES RSP A77L1 DATED APRIL 19, 2019 AND STANDARD PLAN A77L1 DATED MAY 31, 2018 - PAGE 51 OF THE STANDARD PLANS BOOK DATED 2018.

REVISED STANDARD PLAN RSP A77L1

2018 REVISED STANDARD PLAN RSP A77L1



BUTTON HEAD BOLT
1½" FULL THREAD LENGTH
2" FULL THREAD LENGTH
15" 4" MIN THREAD LENGTH
18" 4" MIN THREAD LENGTH
20" 4" MIN THREAD LENGTH
22" 4" MIN THREAD LENGTH
26" 4" MIN THREAD LENGTH
36" 4" MIN THREAD LENGTH
** 2½" 2" MIN THREAD LENGTH
** 1¾" 4" MIN THREAD LENGTH

** For nested rail applications.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

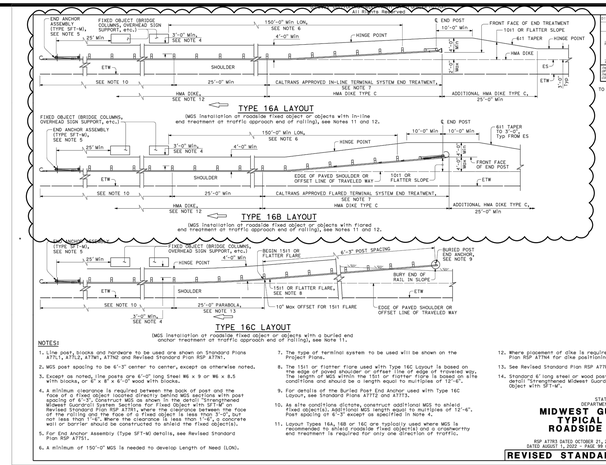
MIDWEST GUARDRAIL SYSTEM STANDARD HARDWARE

NO SCALE

RSP A77M1 DATED OCTOBER 16, 2020 SUPERSEDES STANDARD PLAN A77M1 DATED MAY 31, 2018 - PAGE 60 OF THE STANDARD PLANS BOOK DATED 2018.

REVISED STANDARD PLAN RSP A77M1

2018 REVISED STANDARD PLAN RSP A77M1



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

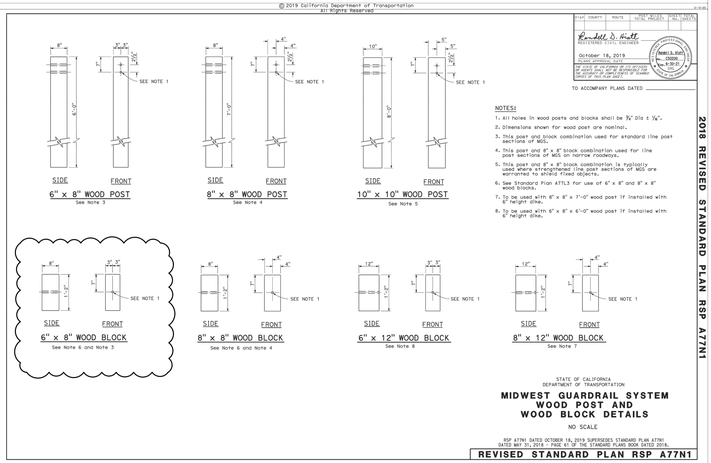
MIDWEST GUARDRAIL SYSTEM TYPICAL LAYOUTS FOR ROADSIDE FIXED OBJECTS

NO SCALE

RSP A77R3 DATED OCTOBER 21, 2022 SUPERSEDES STANDARD PLAN A77R3 DATED AUGUST 1, 2022 - PAGE 98 OF THE STANDARD PLANS BOOK DATED 2022.

REVISED STANDARD PLAN RSP A77R3

2022 REVISED STANDARD PLAN RSP A77R3



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

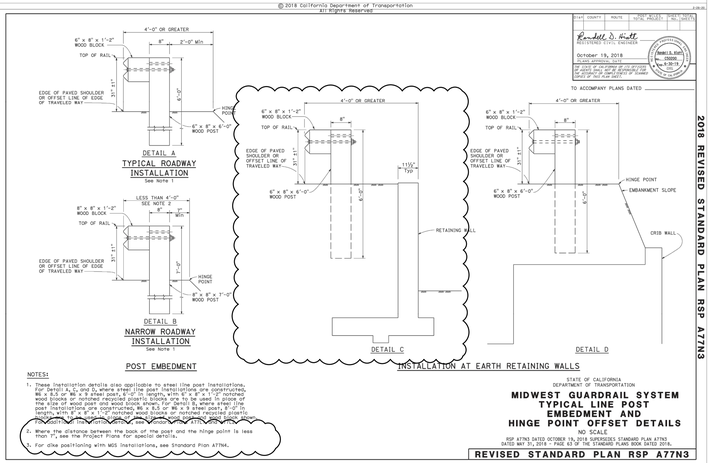
MIDWEST GUARDRAIL SYSTEM WOOD POST AND WOOD BLOCK DETAILS

NO SCALE

RSP A77N1 DATED OCTOBER 16, 2019 SUPERSEDES STANDARD PLAN A77N1 DATED MAY 31, 2018 - PAGE 61 OF THE STANDARD PLANS BOOK DATED 2018.

REVISED STANDARD PLAN RSP A77N1

2018 REVISED STANDARD PLAN RSP A77N1



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

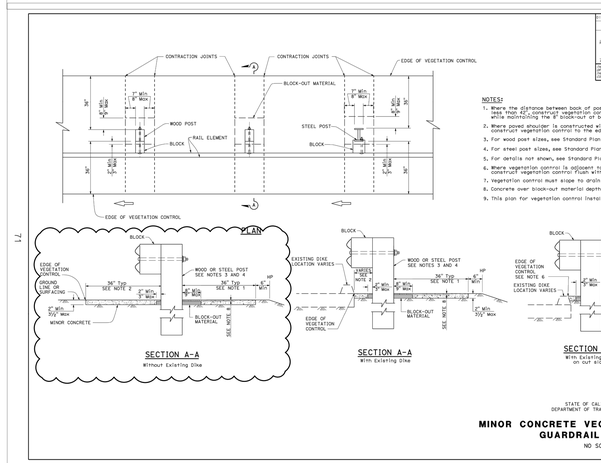
MIDWEST GUARDRAIL SYSTEM TYPICAL LINE POST EMBEDMENT AND HINGE POINT OFFSET DETAILS

NO SCALE

RSP A77N3 DATED OCTOBER 16, 2019 SUPERSEDES STANDARD PLAN A77N3 DATED MAY 31, 2018 - PAGE 62 OF THE STANDARD PLANS BOOK DATED 2018.

REVISED STANDARD PLAN RSP A77N3

2018 REVISED STANDARD PLAN RSP A77N3



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

MINOR CONCRETE VEGETATION CONTROL GUARDRAIL SYSTEM

NO SCALE

A77N5

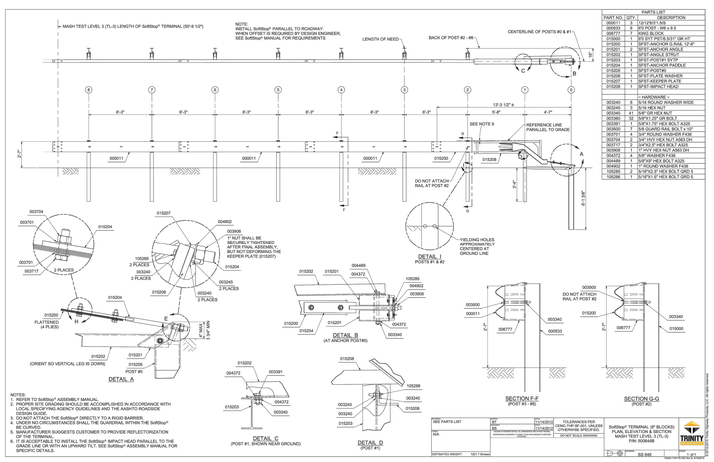
2022 STANDARD PLAN A77N5

Return to Table of Contents

NOTES:

1. MGS SYSTEM SHALL CONFORM TO DETAIL C OF STANDARD PLAN A77N3 IN THE TYPICAL CASE AND INCLUDE VEGETATION CONTROL WITHOUT EXISTING DIKE MODIFIED AS INDICATED IN THE NOTES OF STANDARD PLAN A77N5 TO FIT WITHIN THE TYPICAL SECTION (SEE DWG C8).

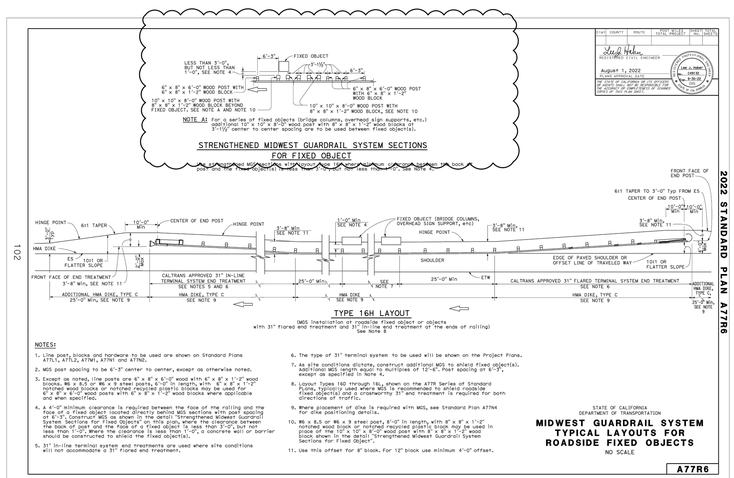
1 / D3 MIDWEST GUARDRAIL SYSTEM
N.T.S.



NOTES:

1. CONTRACTOR SHALL ENSURE AT THE TIME OF CONSTRUCTION THAT THE CHOSEN PRODUCT IS A TEST LEVEL 3 PRODUCT SELECTED FROM THE CATEGORY "END TREATMENTS/GUARDRAIL" OF THE CALTRANS AUTHORIZED MATERIAL LIST (AML).
2. CALTRANS TYPE 3R RETROREFLECTIVE SHEETING SHALL BE APPLIED TO APPROACH END OF GUARDRAIL.

2 / D3 TERMINAL SYSTEM END TREATMENT
SOFT STOP TEST LEVEL 3
N.T.S.



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

MIDWEST GUARDRAIL SYSTEM TYPICAL LAYOUTS FOR ROADSIDE FIXED OBJECTS

NO SCALE

A77R6

2022 STANDARD PLAN A77R6

Return to Table of Contents

3 / D3 STRENGTHENED MGS SECTIONS FOR FIXED OBJECT
N.T.S.

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

Know what's below. Call before you dig.

DRAWING FILE: A77L1.dwg
PLOTTED BY: Kelliann

NCE
1003 W. Cutting Boulevard, Suite 110
Point Richmond, CA 94804
(510) 215-3620 * Fax (510) 215-2898

Date	4/16/2025
Scale	
Design	RS, SW
Drawn	SD, KW
Check	FH 11/08/23
Engr	RS 4/16/25
Proj. No	58.20.55

REGISTERED PROFESSIONAL ENGINEER — JOHN RYAN STARK — NO. C 62349 — EXP. 09/30/25 — CIVIL — STATE OF CALIFORNIA

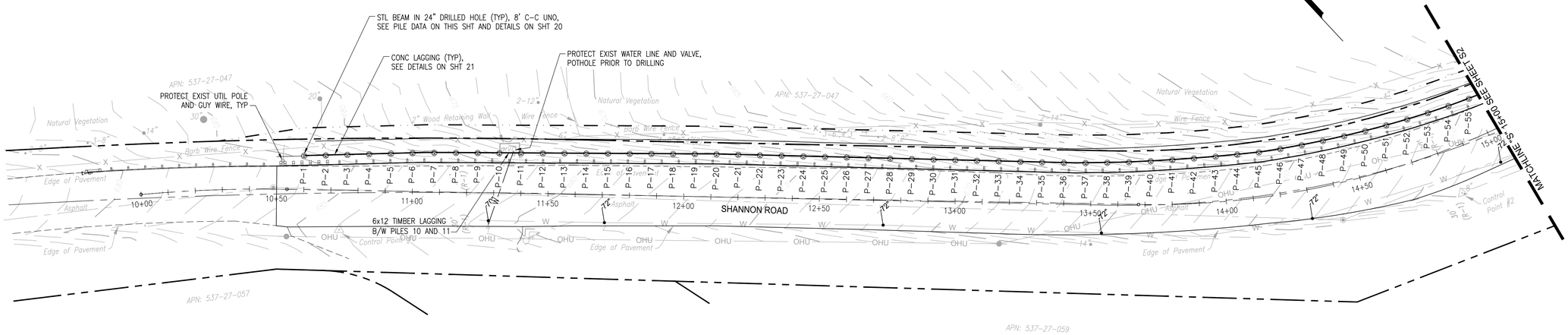
TOWN OF LOS GATOS

CIP NO. 811-0008
CIVIL DETAILS 2
SHANNON ROAD REPAIR WITH RETAINING WALL
LOS GATOS, CALIFORNIA

REVISION NO.	BY	DATE

ISSUED FOR BIDS
DATE: 4-16-2025

Drawing Number:
D3
17 OF 22



PILE DATA							
#	TOP PILE ELEV	SOLDIER PILE L (FT)	LAGGING H* (FT)	NORTHING	EASTING	STA (S-LINE)	OFFSET (FT) (S-LINE)
P-1	686.9	28.0	4.0	1907167.64	6145763.59	10+59.88	L 12.36
P-2	686.4	28.0	6.0	1907162.34	6145769.58	10+67.87	L 12.70
P-3	685.9	28.0	8.0	1907157.03	6145775.57	10+75.86	L 13.05
P-4	685.4	28.0	8.0	1907151.72	6145781.55	10+83.85	L 13.39
P-5	684.8	28.0	8.0	1907146.41	6145787.54	10+91.85	L 13.74
P-6	684.3	28.0	8.0	1907141.11	6145793.53	10+99.84	L 14.08
P-7	683.8	28.0	8.0	1907135.75	6145799.47	11+07.83	L 14.36
P-8	683.2	28.0	8.0	1907130.27	6145805.29	11+15.83	L 14.46
P-9	682.7	28.0	8.0	1907124.78	6145811.11	11+23.83	L 14.56
P-10	682.1	28.0	8.0	1907119.29	6145816.94	11+31.83	L 14.66
P-11	681.6	28.0	8.0	1907113.81	6145822.76	11+39.83	L 14.77
P-12	681.0	28.0	8.0	1907108.32	6145828.58	11+47.83	L 14.87
P-13	680.6	28.0	8.0	1907102.83	6145834.40	11+55.83	L 14.97
P-14	680.2	28.0	8.0	1907097.34	6145840.22	11+63.83	L 15.07
P-15	679.7	28.0	8.0	1907091.86	6145846.04	11+71.83	L 15.17
P-16	679.3	28.0	8.0	1907086.37	6145851.87	11+79.83	L 15.27
P-17	678.9	28.0	8.0	1907080.88	6145857.69	11+87.83	L 15.37
P-18	678.5	28.0	9.0	1907075.40	6145863.51	11+95.83	L 15.47
P-19	678.0	28.0	9.0	1907069.91	6145869.33	12+03.83	L 15.57
P-20	677.6	28.0	9.0	1907064.42	6145875.15	12+11.83	L 15.68
P-21	677.1	28.0	8.0	1907058.83	6145880.87	12+19.83	L 15.63
P-22	676.5	28.0	8.0	1907053.23	6145886.59	12+27.83	L 15.57
P-23	676.0	28.0	8.0	1907047.63	6145892.30	12+35.83	L 15.52
P-24	675.4	28.0	8.0	1907042.03	6145898.01	12+43.83	L 15.46
P-25	674.9	28.0	8.0	1907036.43	6145903.72	12+51.82	L 15.40

PILE DATA							
#	TOP PILE ELEV	SOLDIER PILE L (FT)	LAGGING H* (FT)	NORTHING	EASTING	STA (S-LINE)	OFFSET (FT) (S-LINE)
P-26	674.3	28.0	8.0	1907030.83	6145909.44	12+59.82	L 15.35
P-27	673.8	28.0	8.0	1907025.23	6145915.15	12+67.82	L 15.29
P-28	673.1	28.0	8.0	1907019.63	6145920.86	12+75.82	L 15.23
P-29	672.4	28.0	8.0	1907014.03	6145926.58	12+83.82	L 15.18
P-30	671.8	28.0	8.0	1907008.43	6145932.29	12+91.82	L 15.12
P-31	671.1	28.0	8.0	1907002.83	6145938.00	12+99.82	L 15.07
P-32	670.5	28.0	8.0	1906997.22	6145943.71	13+07.82	L 15.01
P-33	669.8	28.0	8.0	1906991.62	6145949.43	13+15.82	L 14.95
P-34	669.1	28.0	8.0	1906986.02	6145955.14	13+23.82	L 14.90
P-35	668.4	28.0	8.0	1906980.42	6145960.85	13+31.82	L 14.84
P-36	667.7	28.0	8.0	1906974.82	6145966.56	13+39.82	L 14.78
P-37	666.9	28.0	8.0	1906969.33	6145972.38	13+47.82	L 14.87
P-38	666.2	28.0	8.0	1906963.95	6145978.30	13+55.82	L 15.13
P-39	665.5	28.0	8.0	1906958.63	6145984.28	13+63.81	L 15.45
P-40	664.7	28.0	8.0	1906953.46	6145990.38	13+72.03	L 15.94
P-41	664.0	28.0	8.0	1906948.36	6145996.54	13+80.47	L 16.33
P-42	663.3	28.0	8.0	1906943.32	6146002.76	13+88.94	L 16.57
P-43	662.6	28.0	8.0	1906938.36	6146009.03	13+97.40	L 16.69
P-44	661.8	28.0	8.0	1906933.47	6146015.36	14+05.88	L 16.66
P-45	661.1	28.0	8.0	1906928.65	6146021.75	14+14.34	L 16.51
P-46	660.4	28.0	8.0	1906924.16	6146028.37	14+22.81	L 16.52
P-47	659.7	28.0	8.0	1906919.83	6146035.10	14+31.27	L 16.51
P-48	659.0	28.0	8.0	1906915.63	6146041.91	14+39.74	L 16.43
P-49	658.4	28.0	8.0	1906911.57	6146048.80	14+48.20	L 16.29
P-50	657.7	28.0	8.0	1906907.66	6146055.78	14+56.65	L 16.08

PILE DATA							
#	TOP PILE ELEV	SOLDIER PILE L (FT)	LAGGING H* (FT)	NORTHING	EASTING	STA (S-LINE)	OFFSET (FT) (S-LINE)
P-51	657.1	28.0	8.0	1906903.88	6146062.83	14+65.10	L 15.80
P-52	656.5	28.0	8.0	1906900.24	6146069.95	14+73.53	L 15.46
P-53	655.9	28.0	8.0	1906896.74	6146077.15	14+81.95	L 15.05
P-54	655.3	28.0	8.0	1906893.43	6146084.43	14+90.35	L 14.63
P-55	654.6	28.0	8.0	1906890.32	6146091.80	14+98.74	L 14.19

* THE TOP OF LAGGING ELEVATION SHALL BE EQUAL TO THE HIGHER OF THE TWO ADJACENT SOLDIER PILES' TOP OF PILE ELEVATIONS.

Know what's below. Call before you dig.

ISSUED FOR BIDS
DATE: 4-16-2025

REGISTERED PROFESSIONAL ENGINEER
CHRISTOPHER A. HOGAN
No. Geo GE 2938
No. Civil C 71938
PRINCIPAL GEOTECHNICAL
STATE OF CALIFORNIA

Date	4/16/2025
Scale	1" = 20'
Design	MV
Drawn	CH/KD
Check	CH
Engr	
Proj. No	58.20.55

785 Ygnacio Valley Road
Walnut Creek, CA 94596
Phone: (925) 935-0771

CE&G
CAL ENGINEERING & GEOLOGY

TOWN OF LOS GATOS

PROJECT NO.: 58.20.55

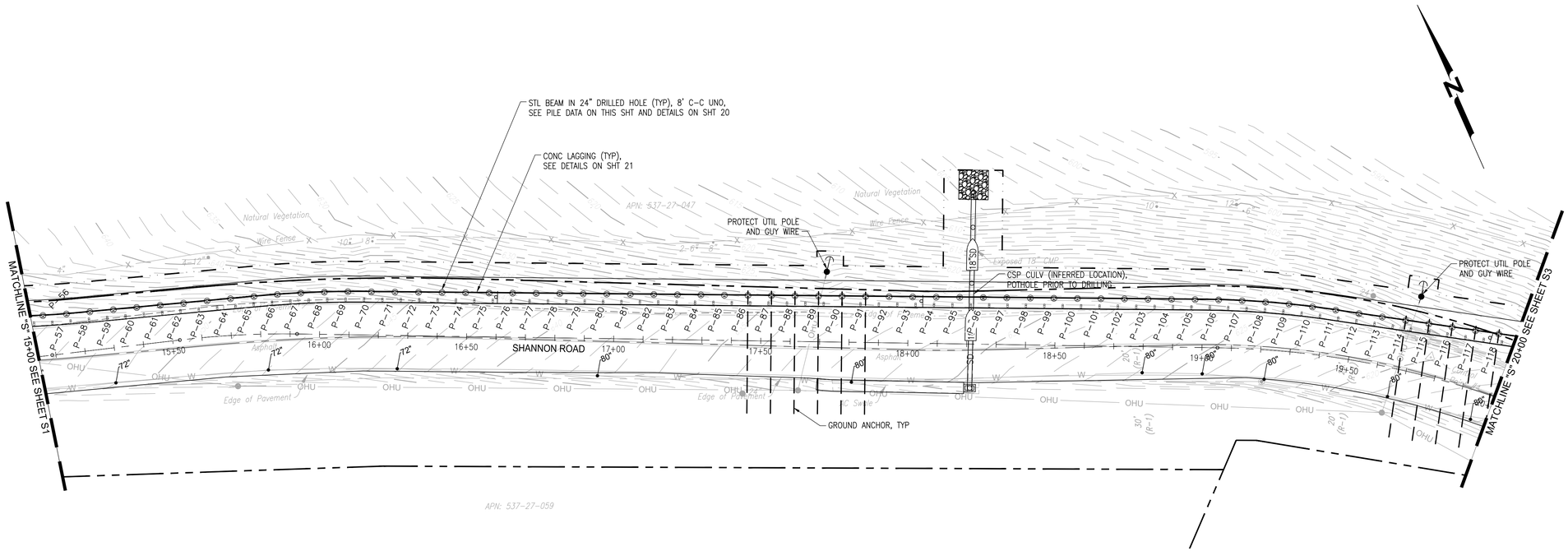
RETAINING WALL PLAN (1 OF 3)
SHANNON ROAD REPAIR
LOS GATOS, CALIFORNIA

REVISION NO.	BY	DATE

Drawing Number:
S1
18 OF 22

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.



PILE DATA							
#	TOP PILE ELEV	SOLDIER PILE L (FT)	LAGGING H* (FT)	NORTHING	EASTING	STA (S-LINE)	OFFSET (FT) (S-LINE)
P-56	653.9	28.0	8.0	1906887.38	6146099.24	15+07.12	L 13.72
P-57	653.2	28.0	6.0	1906884.64	6146106.76	15+15.18	L 13.31
P-58	652.7	28.0	6.0	1906882.08	6146114.34	15+23.18	L 13.09
P-59	652.1	28.0	6.0	1906879.55	6146121.93	15+31.18	L 12.89
P-60	651.6	28.0	6.0	1906877.01	6146129.51	15+39.18	L 12.69
P-61	651.0	28.0	6.0	1906874.47	6146137.10	15+47.17	L 12.49
P-62	650.4	28.0	6.0	1906871.93	6146144.69	15+55.06	L 12.31
P-63	649.7	28.0	6.0	1906869.39	6146152.27	15+62.75	L 12.28
P-64	649.0	28.0	6.0	1906866.85	6146159.86	15+70.43	L 12.46
P-65	648.2	28.0	6.0	1906864.32	6146167.45	15+78.10	L 12.84
P-66	647.9	28.0	6.0	1906861.71	6146175.01	15+85.75	L 13.35
P-67	647.5	28.0	6.0	1906858.94	6146182.51	15+93.43	L 13.90
P-68	647.1	28.0	6.0	1906856.00	6146189.96	16+01.42	L 14.34
P-69	646.2	28.0	6.0	1906852.91	6146197.33	16+09.41	L 14.61
P-70	645.2	28.0	6.0	1906849.61	6146204.62	16+17.41	L 14.65
P-71	644.5	28.0	6.0	1906846.33	6146211.92	16+25.41	L 14.72
P-72	643.9	28.0	8.0	1906843.02	6146219.20	16+33.41	L 14.77
P-73	643.3	28.0	8.0	1906839.72	6146226.49	16+41.41	L 14.81
P-74	642.7	28.0	8.0	1906836.42	6146233.78	16+49.41	L 14.86
P-75	642.0	28.0	8.0	1906833.12	6146241.06	16+57.41	L 14.90
P-76	641.4	28.0	8.0	1906829.82	6146248.35	16+65.41	L 14.95
P-77	640.8	28.0	8.0	1906826.52	6146255.64	16+73.41	L 14.99
P-78	640.1	28.0	8.0	1906823.22	6146262.93	16+81.41	L 15.04
P-79	639.5	28.0	8.0	1906819.92	6146270.21	16+89.41	L 15.08
P-80	638.8	28.0	8.0	1906816.62	6146277.50	16+97.41	L 15.13

PILE DATA							
#	TOP PILE ELEV	SOLDIER PILE L (FT)	LAGGING H* (FT)	NORTHING	EASTING	STA (S-LINE)	OFFSET (FT) (S-LINE)
P-81	638.2	28.0	8.0	1906813.31	6146284.79	17+05.41	L 15.17
P-82	637.6	28.0	8.0	1906810.01	6146292.07	17+13.41	L 15.22
P-83	637.0	28.0	8.0	1906806.71	6146299.36	17+21.41	L 15.27
P-84	636.4	28.0	8.0	1906803.41	6146306.65	17+29.41	L 15.31
P-85	635.8	28.0	10.0	1906800.11	6146313.94	17+37.41	L 15.36
P-86	635.2	23.0	10.0	1906796.81	6146321.22	17+45.41	L 15.40
P-87	634.6	23.0	10.0	1906793.51	6146328.51	17+53.41	L 15.45
P-88	634.0	23.0	10.0	1906790.21	6146335.80	17+61.41	L 15.49
P-89	633.5	23.0	10.0	1906786.90	6146343.08	17+69.41	L 15.54
P-90	633.1	23.0	10.0	1906783.60	6146350.37	17+77.41	L 15.58
P-91	632.6	23.0	8.0	1906780.30	6146357.66	17+85.41	L 15.63
P-92	632.2	28.0	8.0	1906777.00	6146364.95	17+93.41	L 15.67
P-93	631.8	28.0	8.0	1906773.70	6146372.23	18+01.41	L 15.72
P-94	631.4	28.0	8.0	1906770.40	6146379.52	18+09.41	L 15.76
P-95	631.0	28.0	8.0	1906767.10	6146386.81	18+17.41	L 15.81
P-96	630.6	28.0	8.0	1906763.80	6146394.09	18+25.41	L 15.85
P-97	630.1	28.0	8.0	1906760.48	6146401.37	18+33.41	L 15.88
P-98	629.5	28.0	8.0	1906757.18	6146408.66	18+41.41	L 15.93
P-99	629.0	28.0	8.0	1906753.89	6146415.95	18+49.41	L 15.98
P-100	628.5	28.0	6.0	1906750.58	6146423.24	18+57.41	L 16.02
P-101	628.0	28.0	6.0	1906747.28	6146430.52	18+65.41	L 16.06
P-102	627.5	28.0	6.0	1906743.97	6146437.81	18+73.41	L 16.11
P-103	626.9	28.0	6.0	1906740.68	6146445.10	18+81.41	L 16.16
P-104	626.4	28.0	6.0	1906737.38	6146452.39	18+89.41	L 16.21
P-105	625.9	28.0	6.0	1906734.08	6146459.68	18+97.41	L 16.26

PILE DATA							
#	TOP PILE ELEV	SOLDIER PILE L (FT)	LAGGING H* (FT)	NORTHING	EASTING	STA (S-LINE)	OFFSET (FT) (S-LINE)
P-106	625.3	28.0	6.0	1906730.75	6146466.95	19+05.40	L 16.27
P-107	624.7	28.0	6.0	1906727.25	6146474.14	19+12.99	L 16.20
P-108	624.0	28.0	6.0	1906723.57	6146481.25	19+20.58	L 16.13
P-109	623.4	28.0	6.0	1906719.71	6146488.26	19+28.17	L 16.06
P-110	622.8	28.0	6.0	1906715.68	6146495.16	19+35.77	L 16.00
P-111	622.1	28.0	8.0	1906711.47	6146501.97	19+43.36	L 15.93
P-112	621.5	28.0	8.0	1906707.20	6146508.73	19+50.96	L 15.98
P-113	620.9	28.0	10.0	1906702.94	6146515.50	19+58.55	L 16.26
P-114	620.3	23.0	10.0	1906698.68	6146522.27	19+66.12	L 16.73
P-115	619.7	23.0	10.0	1906694.42	6146529.05	19+73.66	L 17.41
P-116	619.1	23.0	12.0	1906690.16	6146535.82	19+81.16	L 18.29
P-117	618.5	23.0	12.0	1906685.90	6146542.59	19+88.62	L 19.37
P-118	617.9	23.0	12.0	1906681.64	6146549.36	19+96.03	L 20.64
P-119	617.3	23.0	12.0	1906677.39	6146556.13	20+03.37	L 22.11

* THE TOP OF LAGGING ELEVATION SHALL BE EQUAL TO THE HIGHER OF THE TWO ADJACENT SOLDIER PILES' TOP OF PILE ELEVATIONS.

Know what's below. Call before you dig.

ISSUED FOR BIDS
DATE: 4-16-2025

REGISTERED PROFESSIONAL ENGINEER
CHRISTOPHER A. HOGARTH
No. Geo GE 2938
No. Civil C 71938
Exp. 12/31/25
CIVIL GEOTECHNICAL
STATE OF CALIFORNIA

Date	4/16/2025
Scale	1" = 20'
Design	MV
Drawn	CH/KD
Check	CH
Engr	
Proj. No	58.20.55

785 Ygnacio Valley Road
Walnut Creek, CA 94596
Phone: (925) 935-0771

CE&G
CAL ENGINEERING & GEOLOGY

TOWN OF LOS GATOS

PROJECT NO.: 58.20.55

RETAINING WALL PLAN (2 OF 3)
SHANNON ROAD REPAIR
LOS GATOS, CALIFORNIA

REVISION NO.	BY	DATE

Drawing Number:
S2
19 OF 22

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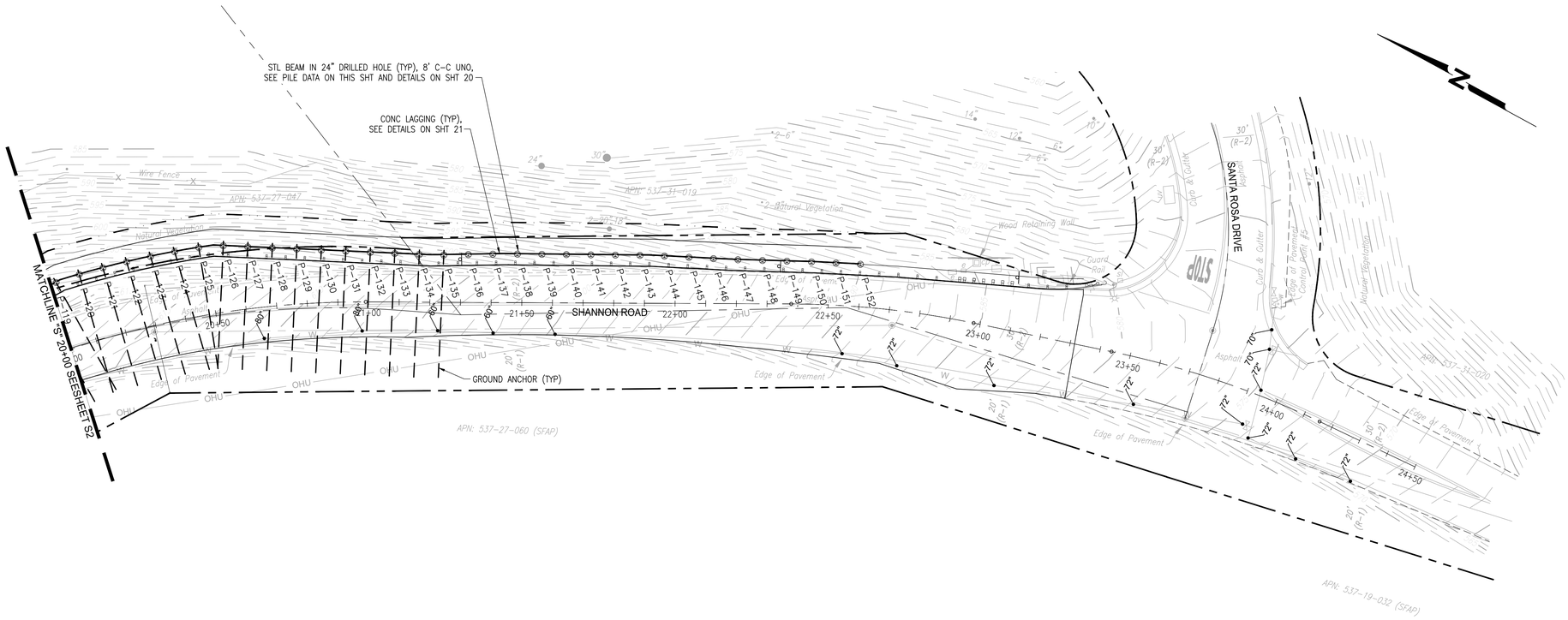
PLOT DATE: 4/16/2025
PLOTTED BY: Kevinzepeda



PILE DATA							
#	TOP PILE ELEV	SOLDIER PILE L (FT)	LAGGING H* (FT)	NORTHING	EASTING	STA (S-LINE)	OFFSET (FT) (S-LINE)
P-120	616.7	23.0	12.0	1906672.01	6146562.06	20+10.81	L 22.38
P-121	616.1	23.0	12.0	1906666.26	6146567.62	20+18.26	L 22.32
P-122	615.4	23.0	12.0	1906660.37	6146573.04	20+25.70	L 22.27
P-123	614.8	23.0	12.0	1906654.35	6146578.31	20+33.15	L 22.22
P-124	614.1	23.0	12.0	1906648.21	6146583.43	20+40.60	L 22.17
P-125	613.5	23.0	12.0	1906641.94	6146588.40	20+48.05	L 22.12
P-126	612.8	23.0	12.0	1906635.21	6146592.72	20+55.49	L 21.47
P-127	612.0	23.0	12.0	1906628.02	6146596.23	20+62.86	L 20.09
P-128	611.2	23.0	12.0	1906620.83	6146599.73	20+70.29	L 18.91
P-129	610.4	23.0	10.0	1906613.63	6146603.24	20+77.77	L 17.92
P-130	609.6	23.0	10.0	1906606.44	6146606.75	20+85.29	L 17.13
P-131	608.8	23.0	10.0	1906599.25	6146610.25	20+92.84	L 16.55
P-132	608.0	23.0	10.0	1906592.06	6146613.76	21+00.49	L 16.16
P-133	607.1	23.0	10.0	1906584.87	6146617.26	21+08.48	L 15.83
P-134	606.2	23.0	10.0	1906577.68	6146620.77	21+16.48	L 15.51
P-135	605.3	23.0	8.0	1906570.60	6146624.49	21+24.48	L 15.44
P-136	604.5	28.0	8.0	1906563.64	6146628.43	21+32.48	L 15.61
P-137	603.7	28.0	8.0	1906556.67	6146632.37	21+40.47	L 15.77
P-138	602.8	28.0	8.0	1906549.65	6146636.21	21+48.47	L 15.83
P-139	601.8	28.0	8.0	1906542.59	6146639.96	21+56.47	L 15.78
P-140	600.9	28.0	8.0	1906535.52	6146643.71	21+64.47	L 15.74
P-141	600.0	28.0	8.0	1906528.46	6146647.46	21+72.47	L 15.69
P-142	599.1	28.0	8.0	1906521.39	6146651.22	21+80.47	L 15.65
P-143	598.2	28.0	8.0	1906514.33	6146654.97	21+88.47	L 15.60
P-144	597.3	28.0	8.0	1906507.18	6146658.57	21+96.47	L 15.39

PILE DATA							
#	TOP PILE ELEV	SOLDIER PILE L (FT)	LAGGING H* (FT)	NORTHING	EASTING	STA (S-LINE)	OFFSET (FT) (S-LINE)
P-145	596.4	28.0	8.0	1906499.97	6146662.03	22+04.46	L 15.02
P-146	595.5	28.0	8.0	1906492.76	6146665.50	22+12.45	L 14.65
P-147	594.6	28.0	8.0	1906485.56	6146668.99	22+20.45	L 14.32
P-148	593.7	28.0	8.0	1906478.43	6146672.61	22+28.44	L 14.12
P-149	592.8	28.0	8.0	1906471.29	6146676.23	22+36.44	L 13.93
P-150	591.9	28.0	8.0	1906464.16	6146679.85	22+44.15	L 13.80
P-151	591.0	28.0	6.0	1906456.96	6146683.33	22+51.80	L 13.73
P-152	590.2	28.0	N/A	1906449.75	6146686.80	22+59.45	L 13.83

* THE TOP OF LAGGING ELEVATION SHALL BE EQUAL TO THE HIGHER OF THE TWO ADJACENT SOLDIER PILES' TOP OF PILE ELEVATIONS.

Know what's **below.** **Call** before you dig.

ISSUED FOR BIDS
DATE: 4-16-2025

REGISTERED PROFESSIONAL ENGINEER
CHRISTOPHER A. HOGAN
No. Geo GE 2938
No. Civil C 71938
PROF. GEOTECHNICAL
STATE OF CALIFORNIA

Date	4/16/2025
Scale	1" = 20'
Design	MV
Drawn	CH/KD
Check	CH
Engr	
Proj. No	58.20.55

785 Ygnacio Valley Road
Walnut Creek, CA 94596
Phone: (925) 935-9771

CE&G
CAL ENGINEERING & GEOLOGY

TOWN OF LOS GATOS

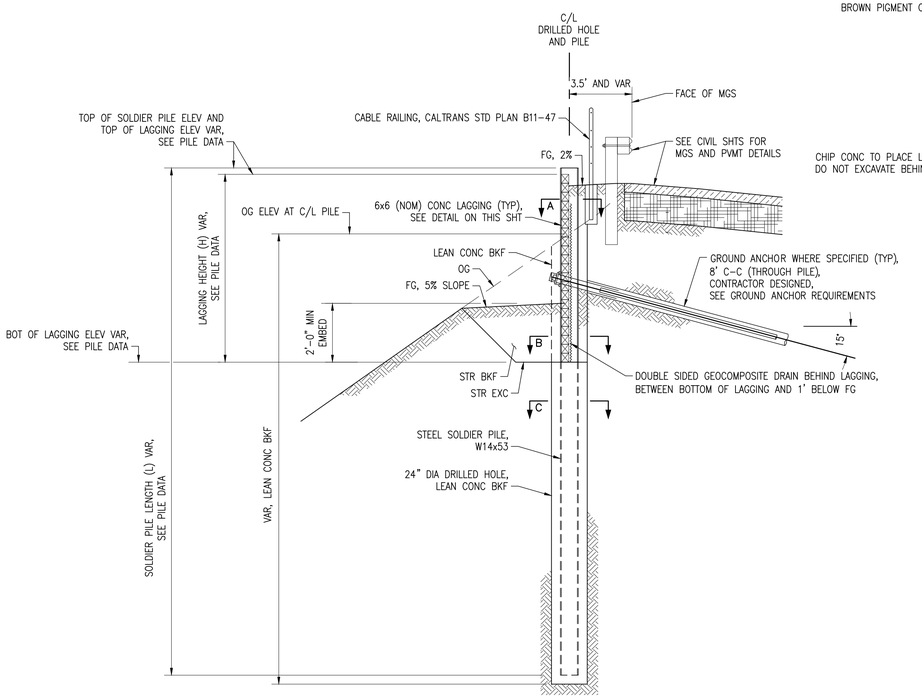
PROJECT NO.: 58.20.55

RETAINING WALL PLAN (3 OF 3)
SHANNON ROAD REPAIR
LOS GATOS, CALIFORNIA

REVISION NO.	BY	DATE

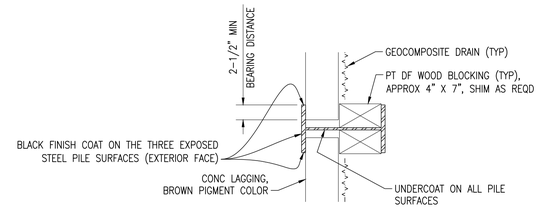
Drawing Number:
S3
20 OF 22

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

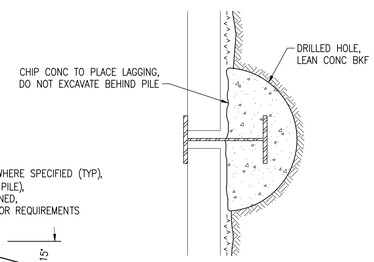


TYPICAL SECTION

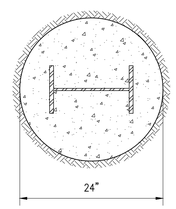
4 0 4 8
SCALE FEET



SECTION A



SECTION B



SECTION C

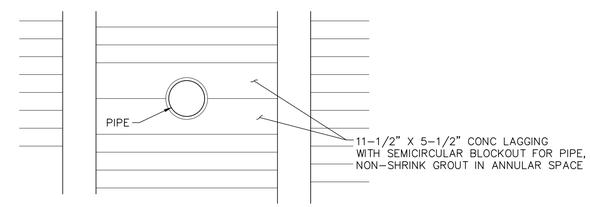
NOTES

1. PRIOR TO PLACING FIRST COURSE OF CONCRETE LAGGING, TOPS OF LEAN CONCRETE BACKFILL SHALL BE ADJUSTED BY CHIPPING OR CASTING ADDITIONAL CONCRETE BETWEEN FLANGES TO CREATE A UNIFORM, LEVEL FOOTING FOR LAGGING. CONCRETE LAGGING SHALL BE INSTALLED LEVEL AND PLUMB. DURABLE SPACERS SHALL BE PROVIDED BETWEEN LAGGING COURSES TO CREATE A 1/2-INCH GAP.

2. AT GROUND ANCHOR LOCATIONS, THE LAGGING LENGTH SHALL BE ADJUSTED TO AVOID CONFLICT WITH THE CONTRACTOR-DESIGNED GROUND ANCHORS. A MINIMUM BEARING DISTANCE OF 2-1/2 INCHES SHALL BE PROVIDED BEHIND THE SOLDIER PILE FLANGES. WELDING ADDITIONAL PLATE STEEL TO THE SIDES OF THE SOLDIER PILE FLANGES MAY BE REQUIRED TO SATISFY THE BEARING DISTANCE REQUIREMENT, DEPENDING ON THE CONTRACTOR'S GROUND ANCHOR DESIGN.

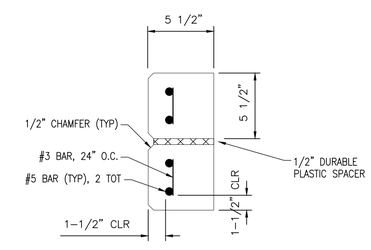
GROUND ANCHOR REQUIREMENTS

ANCHOR TYPE:	STRAND TENDONS, ASTM A416, GRADE 270, DOUBLE CORROSION PROTECTED, POST GROUTED (FHWA GEOTECHNICAL CIRCULAR NO. 4)
GROUT STRENGTH:	5 KSI MIN., ASTM C150
DESIGN LOAD:	96 KIPS
MAX TEST LOAD:	115 KIPS
LOCK OFF LOAD:	50 KIPS
MIN UNBONDED LENGTH:	20 FT
MIN BONDED LENGTH:	10 FT
MAX TOTAL ANCHOR LENGTH:	35 FT (CONTROLLED BY RIGHT-OF-WAY LIMITATIONS)



PIPE PENETRATION (1)

2 0 2 4
SCALE FEET



CONCRETE LAGGING SECTION (2)

0.5 0 0.5 1
SCALE FEET

ISSUED FOR BIDS
DATE: 4-16-2025

REGISTERED PROFESSIONAL ENGINEER
CHRISTOPHER A. HOGARTH
No. Geo GE 2928
No. Civil C 71938
Exp. 12/31/25
STATE OF CALIFORNIA

Date	4/16/2025
Scale	1" = 20'
Design	MV
Drawn	CH/KD
Check	CH
Engr	
Proj. No	58.20.55

785 Ygnacio Valley Road
Walnut Creek, CA 94596
Phone: (925) 935-9771

CE&G
CAL ENGINEERING & GEOLOGY

TOWN OF LOS GATOS

PROJECT NO.: 58.20.55

RETAINING WALL PLAN TYPICAL SECTION
SHANNON ROAD REPAIR
LOS GATOS, CALIFORNIA

REVISION NO.	BY	DATE

Drawing Number:
S4

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

Know what's below.
Call before you dig.

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

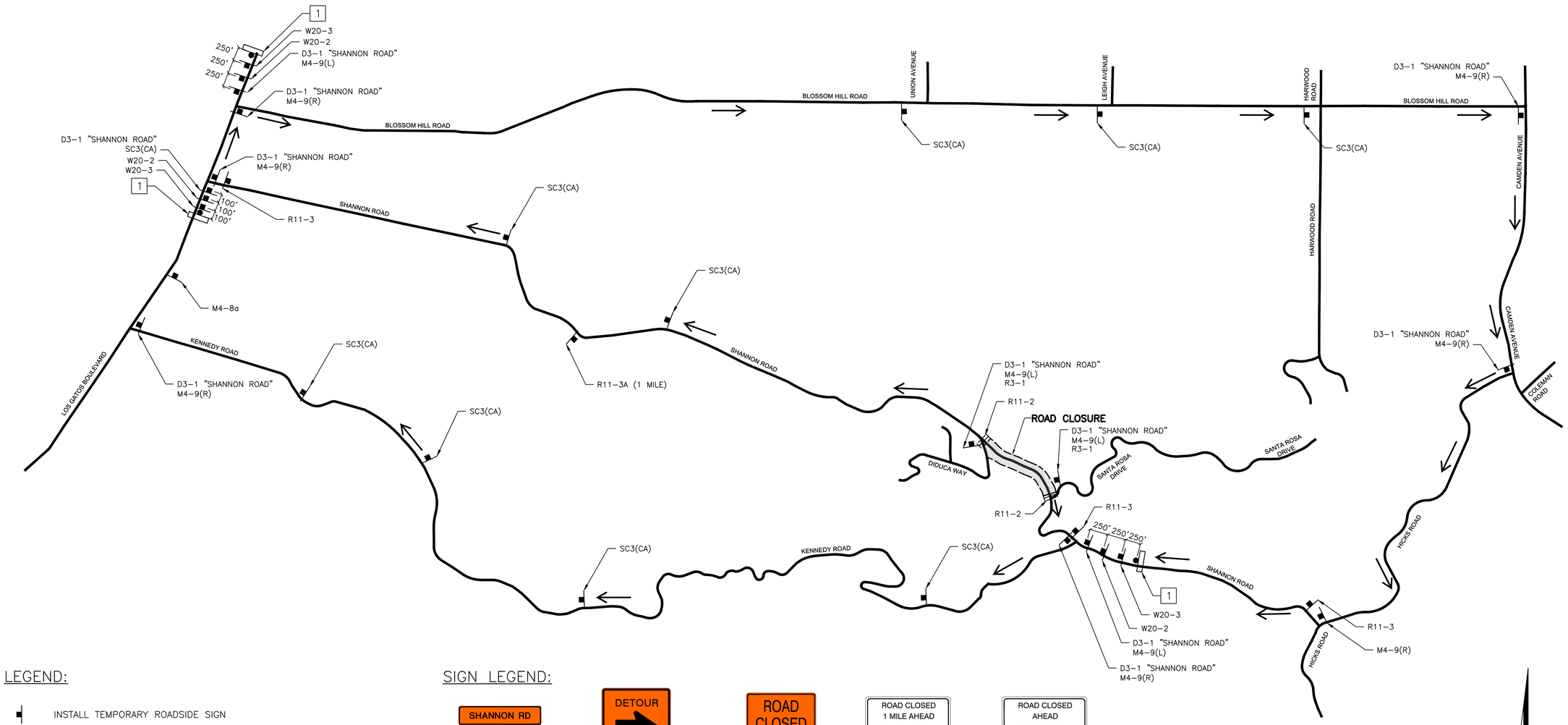
GENERAL NOTES:

1. ALL TRAFFIC CONTROL DEVICES, INCLUDING SIGN DIMENSIONS, SHALL CONFORM TO THE LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) & CALTRANS STANDARD SPECIFICATIONS AND PLANS.
2. CONSTRUCTION SIGNS SHALL BE BLACK ON ORANGE.
3. TEMPORARY TRAFFIC CONTROL SIGNS SHALL NOT BLOCK FIRE HYDRANTS AND/OR DRIVEWAYS AT ANY TIMES.
4. ALL TRAFFIC CONTROL DEVICES (SIGNS, CHANNELIZERS, ETC.) SHALL BE RETROREFLECTIVE AND/OR ILLUMINATED DURING NIGHTTIME TRAFFIC CONTROL.
5. ALL EXISTING ROADWAY SIGNS AND PAVEMENT MARKINGS AND STRIPING CONFLICTING WITH TRAFFIC CONTROL PLAN SHALL BE COVERED OR REMOVED FOR DURATION OF WORK AND UNCOVERED OR REINSTALLED WHEN ROADWAY IS REOPENED.
6. CONTRACTOR SHALL DISPLAY ON ITS BARRICADES COMPANY NAME AND 24-HOUR EMERGENCY TELEPHONE NUMBER IN CASE OF EMERGENCY CALLOUTS.
7. CONTRACTOR SHALL FURNISH, ERECT, AND MAINTAIN BARRICADES, LIGHTS, SIGNS, FLAGMEN, FENCING, AND OTHER SAFETY MEASURES TO GIVE ADEQUATE PROTECTION TO THE PUBLIC AT ALL TIMES. CONTRACTOR SHALL PROVIDE ACCESS TO ALL AREAS IN THE VICINITY OF THE ENCROACHMENT (EXCLUDING CONSTRUCTION ZONES) AND SHALL PROVIDE NECESSARY TEMPORARY SIDEWALK AND WARNING SIGNS.
8. ANY TRAFFIC STRIPING, PAVEMENT MARKINGS, PAVEMENT SURFACE, ETC. DAMAGED OR DESTROYED BY CONTRACTOR'S WORK SHALL BE REPLACED BY CONTRACTOR TO THE SATISFACTION OF THE TOWN ENGINEER AT CONTRACTOR'S SOLE EXPENSE.
9. WORK HOURS MUST COMPLY WITH LOS GATOS CODE SEC. 16.20.035.
10. FIELD MODIFICATIONS MAY BE NECESSARY TO ENSURE PUBLIC SAFETY. CONTRACTOR SHALL COORDINATE CHANGES WITH THE TOWN ENGINEER.
11. ALL TEMPORARY TRAFFIC CONTROL DEVICES SHALL BE REMOVED FROM VIEW WHEN NOT IN USE.

PROJECT NOTES:

1 PORTABLE CHANGEABLE MESSAGE SIGN.
MESSAGE TO DISPLAY BEFORE CONSTRUCTION:
"SHANNON ROAD CLOSED"
"XX TO XX"
(2.5 SEC. ON, 0.3 SEC. OFF)
PLACE 14 DAYS IN ADVANCE OF CLOSURE

MESSAGE TO DISPLAY DURING CONSTRUCTION:
"SHANNON ROAD CLOSED
USE OTHER ROUTES"
(2.5 SEC. ON, 0.3 SEC. OFF)



LEGEND:

- INSTALL TEMPORARY ROADSIDE SIGN
- INSTALL TYPE III BARRICADE WITH SIGN, TYPE AS NOTED.
- PORTABLE CHANGEABLE MESSAGE SIGN, 18 INCH MIN. TEXT HEIGHT.
- WORKZONE
- DIRECTION OF TRAFFIC CIRCULATION DURING CONSTRUCTION

SIGN LEGEND:

SHANNON RD	DETOUR	ROAD CLOSED	ROAD CLOSED 1 MILE AHEAD LOCAL TRAFFIC ONLY	ROAD CLOSED AHEAD LOCAL TRAFFIC ONLY
D3-1	M4-9(L/R)	R11-2	R11-3A (1 MILE)	R11-3
DETOUR	DETOUR AHEAD	END DETOUR	ROAD CLOSED AHEAD	
SC3(CA)	W20-2	M4-8a	W20-3	R3-1

PROFESSIONAL ENGINEER — LANCE L. LUCAS — C 63058 — EXP. 6/30/26 — CIVIL — STATE OF CALIFORNIA

Date	4/16/25
Scale	AS SHOWN
Design	TN
Drawn	TN
Check	SL
Engr.	
Proj. No	58.20.55

FEHR PEERS
60 S. Market Street, Suite 700
San Jose, CA 95113
(408) 278-1700

TOWN OF LOS GATOS

PROJECT NO.: 20-811-0008

DETOUR PLAN
SHANNON ROAD AND RETAINING WALL REPAIR
LOS GATOS, CALIFORNIA

REVISION NO.	BY	DATE

Drawing Number:
T1
22 OF 22

C:\Users\bkw\Autodesk\Vault Work Files\Projects\2100-2199\5271.21-108_Shannon_Road_TMP\CADD\Proj_Submittals\21108-DETOUR PLAN.dwg
Plotted by: bkw
Date/Time: 4/16/2025 1:31 PM
Layout: T1

AGREEMENT FOR CONSULTANT SERVICES

PREAMBLE

THIS AGREEMENT is dated for identification on 17th day of June 2025 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") Haley & Aldrich Inc., ("Consultant"), identified as an Incorporated and whose address is 2107 N. First St., Suite 380, San Jose, CA 95131. This Agreement is made with reference to the following facts.

I. RECITALS

1.1 The Town desires to engage Consultant to provide Construction Management services for the Shannon Road Repair Project (CIP No. 811-0008).

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 June 3, 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 upon execution to December 31, 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 $280,311**, inclusive of all costs. Payment shall be based upon Town approval of each task 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 <u>All Coverages</u>. 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 Prevailing Wages. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over $1,000 which are defined as a "public work" by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a

Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.

4.4.1 The applicable California prevailing wage rate can be found at www.dir.ca.gov and are on file with the Town of Los Gatos Parks and Public Works Department, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.

4.4.2 Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime, weekend and holiday pay, and shift pay must be paid pursuant to applicable Labor Code section.

4.4.3 The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violations identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

4.4.4 As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the TOWN, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term “certified payroll” shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

4.4.5 In addition to submitting the certified payrolls and related documentation to the TOWN, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.

4.4.6 No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

4.4.7 No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

4.4.8 Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the TOWN for any fines assessed by the California Department of Industrial Relations against the TOWN for such violation, including all staff costs and attorney's fee relating to such fine.

4.4.9 The TOWN shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the TOWN may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

4.5 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.

4.6 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.

4.7 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

Haley & Aldrich Inc.
2107 N First St., Suite 380
San Jose, CA 95131

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

4.8 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.

4.9 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:

Chris Constantin, Town Manager

Recommended by:

Nicolle Burnham

Approved as to Form:

Gabrielle Whelan, Town Attorney

Attest:

Wendy Wood, CMC, Town Clerk

Director of Parks and Public Works

Haley & Aldrich Inc. by:

Phillip Gregory, Senior Principal

HALEY & ALDRICH, INC.
2107 N First St., Suite 380| San José | CA 95131
426 17th St., Suite 700 | Oakland | CA 94612
2190 Meridian Park Blvd, Suite A & B | Concord | CA 94520
785 Ygnacio Valley Rd. | Walnut Creek | CA 94596

3 June, 2025

Saurabh Nijhawan, PE
Town of Los Gatos Parks and Public Works
Construction and Design Engineering Section
41 Miles Ave
Los Gatos, California 95030

RE: Construction Management Proposal Letter
Shannon Road Repair Project
Los Gatos, California

Dear Mr. Nijhawan:

Haley & Aldrich is pleased to submit this scope of work and fee estimate for Construction Management Services for the Shannon Road Repair Project (CIP 20-811-0008), as requested by the Town of Los Gatos. We have developed this scope based on your project requirements, plans and specifications, and our experience providing similar services to public agencies.

PROJECT UNDERSTANDING

Our understanding is that the Town of Los Gatos intends to repair and improve Shannon Road, and is seeking construction management services for a project duration of approximately 90 working days, with pre-construction, construction, and post-construction/closeout phases. To deliver a quality project to the Town, we will provide CM services for the following key details based on the project documents:

- Assessment of existing conditions and utility conflicts
- Coordination between the County, Engineer, Contractor, and Others
- Provide supporting recommendations for constructability
- Observation and inspection of
    - Initial site grading
    - Solider pile drilling and installation

- Concrete inspection and sampling
- Concrete lagging installation
- Tie back installation
- Structural backfill
- Drainage improvements
- Guard rail and cable railing installation
- Full depth reclamation of subgrade
- Finish grading and paving
- Ongoing documentation control and project management

SCOPE OF SERVICES

The majority of the work will be completed by Gus Gregory, Construction Manager, and a qualified Geotechnical Construction Inspector/ACI Special Inspector. Based on our understanding of the project and the information that has been provided to us, the proposed scope of services will include the following tasks:

TASK 1 – PRE-CONSTRUCTION

a. Lead the pre-construction meeting with all stakeholders.

b. Conduct on-site preconstruction walkthrough with the contractor, identifying site conditions, potential hazards, existing utilities, and staging and logistics.

c. Review contractor work plans for permitting compliance and sequencing (2 reviews).

d. Review contractor safety plan, USA ticket, and excavation permits.

e. Review the project baseline schedule submitted by the contractor.

f. Create an internal baseline schedule for progress tracking and delay analysis.

g. Coordinate the submittal review process between the contractor and the design engineer.

TASK 2 – DURING CONSTRUCTION

a. Provide daily observation, documentation, and project oversight.

b. Lead weekly project meetings (assumed 16 meetings, 1 hour each, attended by two staff).

- Provide weekly meeting minutes the following day
- Review three-week lookahead and potential roadblocks

Type text here

c. Lead weekly project safety meetings (assumed 16 meetings, 30 minutes each).

- Identify site conditions and update potential hazards

d. Provide regular weekly and monthly updates to the Town.

- Deliver weekly and monthly reports with progress summary, photos, and schedule and budget analysis

e. Coordinate review and processing of contractor submittals (estimate 12 submittals).

f. Manage Requests for Information (RFIs) from the contractor (estimate 6 RFIs).

- Support RFI review and analysis, as-needed

g. Review and respond to potential change order requests (PCOs).

- Analyze and provide third-party estimations for PCOs and claims

h. Track and review the contractor's project schedule, including three-week look-ahead schedules.

- Compare contractor schedule to baseline weekly
- Provide delay analysis reports, when necessary

i. Document project progress with aerial UAS imagery twice weekly.

- On-site inspector with Part 107 UAS license can fly the site daily
- Aerial images can be available to the project team within hours

j. Observe and document daily construction activities throughout the 90-day period.

k. Perform concrete inspection, sampling and lab testing of lean concrete backfill

- Assume testing/sampling 25% of piles with approval of engineer

l. Monitor installation of lagging (estimate 20 days).

TASK 3 – POST CONSTRUCTION/PROJECT CLOSEOUT

a. Coordinate project punch-list walkthrough and develop completion schedule.

- Create punch-list with the Town, Contractor, and Design Engineer

b. Verify completion of all punch-list items.

c. Support contractor with completion of redlines and record drawings.

d. Provide a final construction and inspection summary letter to the Town.

e. Assist with permit closeout as needed.

BASIC CHARGES AND LIMITATIONS

The estimated fee for the scope of work presented above and in Attachment A will be provided on a Time-and-Expense, Not-to-Exceed basis. Our proposed fee for CM and inspection services for the Shannon Rd Repair Project is based on the scheduled number of working days (90 days) and scope of work provided by the Town.

Based on the scope of work and assumptions outlined in this proposal and on the attached cost estimation spreadsheet, we estimate that the cost of our construction management services would be approximately **$280,311**. An approximate breakdown by task is presented below.

Scope Item	**Subtotals**
Project Management and Admin	$ 2,976
Task 1 – Pre-construction	$ 8,000
Task 2 – During Construction	$ 254,615
Task 3 – Post-Construction/Project Closeout	$ 14,720
TOTAL:	**$ 280,311**

A breakdown of our fee estimate for each Task is presented in the table in Attachment A.

Keeping the Town's budget in mind, we would minimize concrete sampling and testing to 25% of the piles. Due to the low strength requirement of the fill, our engineering team is able to approve limited testing if the concrete appears to be satisfactory based on field inspection and initial concrete break results. This savings is reflected in the cost estimate.

Haley & Aldrich is also submitting a separate proposal for Construction Management (CM) services for this Project. Should the Town select us for both the CM and Geotechnical scopes, significant added value can be realized through enhanced coordination, more efficient scheduling of field activities and meetings, and streamlined communication between teams. A key advantage of this integrated approach is our ability to assign the same qualified field personnel to perform both geotechnical observations/testing and the technical inspection requirements of the CM scope.

In recognition of the Town of Los Gatos awarding Haley & Aldrich, Inc. both the Geotechnical Engineering and Construction Management contracts for the Shannon Road Repair Project, we are pleased to apply a 20% discount to our previously proposed not-to-exceed fee for Geotechnical Engineering Services during construction. Accordingly, our construction phase geotechnical engineering services will be provided on a **time-and-materials, not-to-exceed basis** in accordance with our "Standard Terms and Conditions, 2020" and the attached "Standard Fee Schedule, 2025." Our **not-to-exceed (NTE) budget is $110,500 for the geotechnical engineering services and $280,311 for construction management services**.

EXCLUSIONS

The proposed scope of work and level of effort will be limited to only those tasks described in the scope of work and to the extent indicated in the level of effort included on the attached spreadsheet. Any additional work beyond that indicated is to be considered excluded and will be undertaken and completed only after receipt of written authorization of additional work by the Town of Los Gatos.

It is our assumption that special permitting and coordination efforts will not be required. The costs associated with these efforts have not been included in this proposal. If it is determined that special permitting and coordination efforts are required, these services will be completed upon request, on a time and expenses basis.

LIMITATIONS

Our work will be completed in accordance with generally accepted geotechnical engineering practices and procedures. This standard is in lieu of all other warranties either expressed or implied.

EXECUTION

We can execute the described scope of work upon receipt of an executed Task Order from the Town of Los Gatos.

Sincerely,

CAL ENGINEERING & GEOLOGY, INC.
A division of Haley & Aldrich

Gus Gregory, CMIT.
Technical Specialist, Construction

Christopher R. Nardi, P.E., G.E.
Senior Technical Expert, Geotechnical Engineer

Attachments: A – Level of Effort and Fee Estimate

ATTACHMENT A – Level of Effort and Fee Estimate

Shannon Rd Stabilization CM Services Cost Estimate

DESCRIPTION	STAFFING									ODC'S			
	Senior Principal Phillip Gregory, PE, GE	**Principal**	**Senior Project Manager** Chris Hockett	**Project Manager** Ronaldo Longoria, PE	**Construction Manager** Gus Gregory CMIT	**Construction Inspector**	**Project Controls** Andrea Clark	**Subtotal Hours**	**Subtotal Cost**	**Field Vehicle**	**Concrete Lab Testing** (25% of piles, 4 samples/day)	**Subtotal Cost**	**Total Cost**
	$395	**$360**	**$265**	**$225**	**$225**	**$225**	**$147**			**$95/day**	**$45/sample**		
Project Management				8			8	16	$ 2,976			$ -	$ 2,976.00
Task 1: Pre-construction													
a. Pre-construction Meeting			1		1	1		3	$ 715			$ -	$ 715.00
b. On-site walkthrough					4	4		8	$ 1,800	$ 190		$ 190	$ 1,990.00
c. Review contractor work plan			1		2	2		5	$ 1,165			$ -	$ 1,165.00
d. Review safety plan, USA, permits					2	2		4	$ 900			$ -	$ 900.00
e. Review contractor schedule					2			2	$ 450			$ -	$ 450.00
f. Create internal baseline schedule					2			2	$ 450			$ -	$ 450.00
g. Submittal coordination			2		8			10	$ 2,330			$ -	$ 2,330.00
Task 2: During Construction													
a. Project oversight					72			72	$ 16,200	$ 1,710		$ 1,710	$ 17,910.00
b. Weekly project meetings					18	18		36	$ 8,100			$ -	$ 8,100.00
c. Weekly safety meetings									$ -			$ -	$ -
d. Weekly and monthly updates					18			18	$ 4,050			$ -	$ 4,050.00
e. Submittal processing					12	6		18	$ 4,050			$ -	$ 4,050.00
f. RFI processing					6	3		9	$ 2,025			$ -	$ 2,025.00
g. PCO processing			8		16			24	$ 5,720			$ -	$ 5,720.00
h. Schedule tracking/updates					18			18	$ 4,050			$ -	$ 4,050.00
i. UAS imagery						36			$ 8,100			$ -	$ 8,100.00
j. Observe and document daily activities (90-days)						846			$ 190,350	$ 8,550		$ 8,550	$ 198,900.00
k. Concrete inspection and lab testing (38 days)									$ -		$ 1,710	$ 1,710	$ 1,710.00
l. Monitor lagging installation									$ -			$ -	$ -
Task 3: Post Construction/Project Closeout													
a. Punch-list walkthrough			4		4	4		12	$ 2,860			$ -	$ 2,860.00
b. Punch-list verfication					4	4		8	$ 1,800			$ -	$ 1,800.00
c. Redline support			2		8	8		18	$ 4,130			$ -	$ 4,130.00
d. Final construction letter			2		16	8		26	$ 5,930			$ -	$ 5,930.00
e. Permit closeout (as-needed)									$ -			$ -	$ -
Subtotal Hours			16		192	933		259	-	-	-	-	-
Subtotal Cost	$ -	$ -	$ 4,240	$ -	$ 43,200	$ 209,925	$ -	-	$ 268,151	$ 10,260	$ 1,710	$ 12,160	$ 280,311

AGREEMENT FOR CONSULTANT SERVICES

PREAMBLE

THIS AGREEMENT is dated for identification on 17th day of June 2025 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") Haley & Aldrich Inc., ("Consultant"), identified as an Incorporated and whose address is 2107 N. First St., Suite 380, San Jose, CA 95131. This Agreement is made with reference to the following facts.

I. RECITALS

1.1 The Town desires to engage Consultant to provide Geotechnical Engineering services for the Shannon Road Repair Project (CIP No. 811-0008).

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 June 3, 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 upon execution to December 31, 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 $110,500**, inclusive of all costs. Payment shall be based upon Town approval of each task 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 <u>All Coverages</u>. 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 Prevailing Wages. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over $1,000 which are defined as a "public work" by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a

Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.

4.4.1 The applicable California prevailing wage rate can be found at www.dir.ca.gov and are on file with the Town of Los Gatos Parks and Public Works Department, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.

4.4.2 Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime, weekend and holiday pay, and shift pay must be paid pursuant to applicable Labor Code section.

4.4.3 The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violations identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

4.4.4 As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the TOWN, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term “certified payroll” shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

4.4.5 In addition to submitting the certified payrolls and related documentation to the TOWN, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.

4.4.6 No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

4.4.7 No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

4.4.8 Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the TOWN for any fines assessed by the California Department of Industrial Relations against the TOWN for such violation, including all staff costs and attorney's fee relating to such fine.

4.4.9 The TOWN shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the TOWN may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

4.5 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.

4.6 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.

4.7 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

Haley & Aldrich Inc.
2107 N First St., Suite 380
San Jose, CA 95131

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

4.8 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.

4.9 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:

Chris Constantin, Town Manager

Director of Parks and Public Works

Haley & Aldrich Inc. by:

Phillip Gregory, Senior Principal

Recommended by:

Nicolle Burnham

Approved as to Form:

Gabrielle Whelan, Town Attorney

Attest:

Wendy Wood, CMC, Town Clerk

HALEY & ALDRICH, INC.
785 Ygnacio Valley Road
Walnut Creek, CA 94596
925.935.9771

June 3, 2025
File No. 200301

Town of Los Gatos Parks and Public Works
Construction and Design Engineering Section
41 Miles Ave
Los Gatos, California 95030

Attention: Mr. Saurabh Nijhawan, PE
Senior Civil Engineer

Subject: Proposal for Geotechnical Engineering Services During Construction
Shannon Road Repair Project
Los Gatos, California

Dear Mr. Nijhawan:

Haley & Aldrich, Inc. (Haley & Aldrich) is pleased to submit this scope of work and fee estimate for Geotechnical Engineering Services During Construction for the Shannon Road Repair Project (CIP 20-811-0008), as requested by the Town of Los Gatos (Town). We developed this scope based on the Project's requirements, plans, specifications, and our experience providing similar services to public agencies.

In recognition of the Town of Los Gatos awarding Haley & Aldrich, Inc. both the Geotechnical Engineering and Construction Management contracts for the Shannon Road Repair Project, we are pleased to apply a 20% discount to our previously proposed not-to-exceed fee for Geotechnical Engineering Services during construction.

PROJECT UNDERSTANDING

The Shannon Road Repair Project (Project) involves reconstruction of approximately 1,300 LF of road between Santa Rosa Drive and Diduca Way, including installation of a soldier pile and lagging retaining wall, embankment stabilization, full-depth reclamation of pavement, drainage improvements, guardrail, and associated work. Our firm prepared the original geotechnical design report (dated 7 December 2020), so we are very familiar with the subsurface conditions and the Project's requirements. Based on this experience, we are uniquely qualified and prepared to serve as the Geotechnical Engineer of Record (GEOR) for the Project during the construction, if selected by the Town.

SCOPE OF SERVICES

Our proposed construction-phase geotechnical services include the following, with clarifying assumptions:

TASK 1 – Review and Comment on Contractor Questions, Submittals & RFIs

Haley and Aldrich licensed engineers (Sarah Khosravani, PE, and Chris Hockett, GE) will provide professional oversight and consultation during the pre-construction and construction phases of the Project. We will provide ongoing geotechnical review and consultation services on an as-needed basis, including:

- Responding to up to eight (8) geotechnical-related questions during the bidding phase.
- Reviewing and commenting on up to six (6) geotechnical-related submittals (e.g., retaining wall shoring plans, soldier pile and ground anchor submittals, backfill and drainage material submittals, etc.).
- Responding to up to four (4) geotechnical-related Requests for Information (RFIs).

Our scope for reviewing contractor questions, submittals and RFIs is limited to items directly related to the geotechnical aspects of the Project. Review of non-geotechnical submittals or RFIs is excluded. Additionally, this scope does not include the preparation of design addenda or revisions to plans and specifications.

Task 2 – Onsite Geotechnical Observation and Testing During Construction

We will provide geotechnical observation and testing services to: (1) document the contractor's work complies with the contract documents and geotechnical design recommendations; (2) assess that the contractor's means and methods are appropriate for site conditions; (3) assist in design modifications if geotechnical conditions differ from those anticipated; and (4) document the geotechnical aspects of construction. The Task 2 base scope includes:

- Observation of Retaining Wall and Soldier Pile Construction and Testing (assuming up to forty-five (45) full days on site):
  - Full-time geotechnical observation during pile drilling and installation.
  - Full-time observation during ground anchor installation and testing.
  - Intermittent observation during lagging installation.

- General Earthwork and Pavement (assuming up to twenty-two (22) full days on site):
  - Intermittent observation of earthwork, including excavation and backfill.
  - Subgrade approval for foundations and pavement.
  - On-call compaction testing and approval of backfill placement and pavement subgrade preparation.
  - Subgrade verification and compaction testing for full-depth reclamation of existing AC.

- Laboratory Services:
  - Laboratory compaction curves (proctor) of the fill materials (per ASTM D-1557). It is assumed that up to three (3) compaction curves will be performed.

The scope of services does not include concrete inspection, preparation of concrete test cylinders, or compression testing of cylinders. If additional laboratory compaction curves or other soil index testing for backfill, subgrade, or import material are required beyond what is included in the base scope, such

services will be performed only upon receipt of written authorization and will be billed following the attached Standard Fee Schedule.

We will coordinate our site visits with the Construction Manager (CM) to minimize unproductive time onsite. The levels of effort assumed for geotechnical observation and testing are outlined above and reflected in the attached cost estimate spreadsheet. Any time required beyond the assumed effort, due to the Project schedule, contractor methods, or other factors, will be considered out of scope and provided on a time-and-expense basis in accordance with the attached Standard Fee Schedule.

Task 3 - Meetings, GEOR Letter, and Project Management

Our base scope for professional services under this task includes participation in project meetings, reporting, and overall construction-phase project management support. Specifically, we will:

- Attend pre-construction and weekly construction meetings on an as-needed basis (up to 16 one-hour meetings with two team members).
- Prepare a final Geotechnical Engineer of Record (GEOR) letter at the close of construction documenting field observations, testing results, and conformance with the geotechnical recommendations.
- Provide ongoing contract administration and management support for this scope of work throughout the Project.

The levels of effort assumed for this task are indicated on the attached cost estimate spreadsheet.

BASIC CHARGES & LIMITATIONS

Based on the scope of work and assumptions outlined in this proposal, together with the attached cost estimation spreadsheet, we initially estimated the cost of our geotechnical services to be approximately $137,587. However, in recognition of the Town of Los Gatos awarding Haley & Aldrich, Inc. both the Geotechnical Engineering and Construction Management contracts for the Shannon Road Repair Project, we are pleased to apply a 20% discount to our previously proposed fee for Geotechnical Engineering Services during construction.

Accordingly, our construction phase geotechnical engineering services will be provided on a **time-and-materials, not-to-exceed basis** in accordance with our "Standard Terms and Conditions, 2020" and the attached "Standard Fee Schedule, 2025." Our **not-to-exceed (NTE) budget is $110,500**.

An approximate breakdown by task is presented below. All other terms, scope items, and conditions of our original proposal remain unchanged, except as modified herein.

Scope Item	**Subtotals**
Task 1 – Review and Comment on Contractor Questions, Submittals & RFIs	$ 4,395
Task 2 – Onsite Geotechnical Observation and Testing During Construction	$ 110,802
Task 3 - Meetings, GEOR letter, and Project Management	$ 13,125
Reimbursable Expenses	$ 9,265
~~*TOTAL:*~~	~~$ 137,587~~
NTE Budget for Geotechnical Engineering Services ***(20% Discount Applied for Award of Both CM and Geo Contracts)***	**$ 110,500**

HALEY ALDRICH

The fee estimates provided above and in the attached spreadsheet are based on assumed levels of effort, which we developed assuming a 90-day construction duration and our experience with similar projects. The actual level of effort required for onsite observation and testing will depend on factors beyond our control, including the contractor's schedule and efficiency, unforeseen subsurface conditions, design changes, retesting due to nonconforming work, and the frequency or duration of project meetings.

Out-of-scope geotechnical services will be performed on a time-and-expense basis in accordance with the attached Standard Fee Schedule. If the construction schedule, contractor methods, or project needs require additional time beyond what has been budgeted, or if consultation or meeting participation exceeds the assumptions outlined in this proposal, we will notify you and request a budget adjustment. We will not exceed the authorized budget without prior written approval.

Please note that the attached fee estimates are provided for budgeting purposes. Haley & Aldrich reserves the right to assign personnel based on technical requirements, staff availability, and project needs, which may differ from those shown in the fee estimate.

Benefits of Combined Geotechnical and Construction Management Services

Haley & Aldrich is also submitting a separate proposal for Construction Management (CM) services for the Project. Should the Town select us for both the CM and Geotechnical scopes, significant added value can be realized through enhanced coordination, more efficient scheduling of field activities and meetings, and streamlined communication between teams. A key advantage of this integrated approach is our ability to assign the same qualified field personnel to perform both geotechnical observations/testing and the technical inspection requirements of the CM scope.

CLOSURE AND AUTHORIZATION

All services provided by Haley & Aldrich represent professional opinions and recommendations based on generally accepted geotechnical engineering principles and practices. This warranty is exclusive and made in lieu of any other warranties, expressed or implied.

This proposal is valid for a period of 60 days from the date of this letter. Suppose acceptance and authorization to proceed are not received within that period. In that case, we reserve the right to renegotiate the estimated costs, schedule for completion, personnel commitments, and overall scope of services. We reserve the right to renegotiate fees for on-site monitoring services as well as those indicated on the "Fee Schedule" for services performed after January 1st, 2026.

We appreciate the opportunity to submit this proposal and look forward to continuing to work with you on this Project. If the scope and fee estimate outlined herein are acceptable, please sign and return a copy of this proposal. Should you have any questions or require further information, please contact us directly.

Sincerely yours,
HALEY & ALDRICH, INC.

Sarah Khosravani
Technical Expert

Chris Hockett
Technical Expert

This proposal, and the attached "Standard Terms and Conditions, 2020" and "Standard Fee Schedule, 2025", are understood and accepted:
TOWN OF LOS GATOS

By _____
(authorized signature)

By _____
(print or type name)

Title _____

Date _____

Attachments:
Standard Terms and Conditions, 2020
Standard Fee Schedule 2025

ITEM NO. 12.

DESCRIPTION	STAFFING							ODC'S				
	Technical Expert	Project Manager	Sr. Technical Specialist	Staff Professional 2	Project Controls	Subtotal Hours	Subtotal Cost	Field Vehicle	Nuclear Density Gauge	Compaction Curve Testing	Direct Cost	Total Cost
	$265	$225	$225	$177	$147			$95/day	$100/day			
TASK 1 – Review and Comment on Contractor Questions, Submittals & RFIs												
Up to 8 geotechnical-related questions (bidding phase)	1		4			5	$ 1,165				$ -	$ 1,165
Up to 6 geotechnical-related submittals (construction phase)	1		6			7	$ 1,615				$ -	$ 1,615
Up to 4 geotechnical-related RFIs (construction phase)	1		6			7	$ 1,615				$ -	$ 1,615
Task 2 – Onsite Geotechnical Observation and Testing During Construction												
Full-time observation of Soldier Pile and Tieback installation and testing (45 days)				450		450	$ 79,650	$ 4,275			$ 4,275	$ 83,925
Intermittent observation of earthwork, excavation, and backfill compaction (20 days)				160		160	$ 28,320	$ 1,900	$ 2,000		$ 3,900	$ 32,220
Subgrade approval for foundations and pavement (2 days)				16		16	$ 2,832	$ 190			$ 190	$ 3,022
Laboratory compaction testing of fill materials (up to 3)							$ -			$ 900	$ 900	$ 900
Task 3 - Meetings, GEOR letter, and Project Management												
Meetings	16			16		32	$ 7,072				$ -	$ 7,072
Project Management		6			3	9	$ 1,791				$ -	$ 1,791
GEOR Letter	2		4	16		22	$ 4,262				$ -	$ 4,262
Subtotal Hours	21	6	20	658	3	-	-	-	-	-	-	-
Subtotal Cost	$ 5,565	$ 1,350	$ 4,500	$ 116,466	$ 441	-	**$ 128,322**	$ 6,365	$ 2,000	$ 900	**$ 9,265**	~~**$ 137,587**~~
Not-to-Exceed Budget for Geotechnical Engineering Services (20% Discount Applied for Award of Both CM and Geo Contracts)												**$ 110,070**

FEES FOR SERVICES

Fees for services will be based on the time worked on the project by staff personnel plus reimbursable expenses. The fee will be computed as follows.

1. Labor related fees will be computed based on personnel billing rates in effect at the time the services are performed. Personnel billing rates are subject to revision on, or about, 1 January and 1 July of each year. The hourly rates are fully inclusive of fringe benefits, burden, and fee. Current rates are provided in the table below.

Classification	***Hourly Rate***
Project Support	*$122*
Technician	*$125*
Project Technician	*$135*
Senior Technician	*$145*
Project Controls	*$147*
Staff Professional 1	*$158*
Staff Professional 2	*$177*
Project Professional	*$197*
Technical Specialist	*$205*
Project Manager / Senior Technical Specialist	*$225*
Senior Project Manager / Technical Expert	*$265*
Program Manager / Senior Technical Expert	*$339*
Principal	*$360*
Senior Principal	*$395*

2. Pre-trial conferences, depositions, and expert testimony will be billed at one and one-half (1.5) times the rates quoted above.

3. Second and Third Shift, Weekend, and Holiday hours will be billed at $40/hour premium. Second and Third Shifts are those starting between 4 PM and 4 AM.

4. Field visits will be billed at 4-hour minimum; night shifts will be billed at 8-hour minimum. Cancellation of scheduled night shift within 24 hours will be charged the full 8 hours.

5. Direct non-salary expenses will be billed at our cost plus fifteen (15) percent, except for employee vehicle use which will be billed at IRS allowed mileage rates.

6. General project-related expenses such as mobile phone expenses (including mobile app fees); in-house reproduction; printing costs for reports, drawings, and other project records; mail and overnight document delivery; and long-term electronic and paper document storage will be billed as a general communication fee at a rate of four (4) percent of the labor charges.

7. Subcontractors will be billed at our cost plus fifteen (15) percent.

8. Equipment and laboratory testing will be billed at rates listed in the attached Equipment and Laboratory Rate Schedules, as applicable.

EQUIPMENT RATE SCHEDULE

AIR MONITORING EQUIPMENT	***Daily***	***Weekly***	***Monthly***
Drager/Rae Sampling Kit (tubes not included)	*$10*	*$40*	*$120*
Dust Monitor	*$100*	*$400*	*$1,200*
Four-Gas Meter	*$43*	*$172*	*$516*
Photoionization Detector - 10.6 or 11.7 eV	*$70*	*$280*	*$840*
FIELD TESTING	***Daily***	***Weekly***	***Monthly***
Double Ring Infiltrometer	*$250*	---	---
Field Supplies	*$28*	*$112*	*$448*
Guelph Permeameter	*$150*	---	---
Inclinometer Readings	*$250*	---	---
Sand Cone Field Density Kit	*$75*	*$225*	*$725*
pH Meter	*$15*	*$60*	*$180*
Pile Load Testing (per test)	*$1,500*	---	---
Plate Load Tester (per day)	*$50*	---	---
Pit Box Test (per day)	*$400*	---	---
Slug Test Kit (per day)	*$350*	---	---
Wood Pile Load Testing (per test)	*$250*	---	---
SAMPLING EQUIPMENT	***Daily***	***Weekly***	***Monthly***
Groundwater Sampling Bundle with Bladder Pump	*$315*	*$1,000*	*$3,000*
Groundwater Sampling Bundle with Peristaltic Pump	*$250*	*$750*	*$2,100*
Groundwater Sampling Bundle with Grundfos Pump	*$350*	*$1,100*	*$3,100*
Rotohammer Drill	*$100*	*$400*	---
Soil Sampling or Tank Pull Equipment Bundle	*$150*	*$350*	*$1,050*
Soil Vapor Sampling Bundle	*$400*	*$1,400*	*$2,600*
Turbidity Meter	*$20*	*$80*	*$240*
YSI Meter with Flow Cell	*$100*	*$400*	*$1,200*
WATER LEVEL METERS AND INTERFACE PROBES	***Daily***	***Weekly***	***Monthly***
Barologger	*$10*	*$40*	*$120*
Levelogger	*$25*	*$100*	*$300*
Oil/Water Interface Probe	*$50*	*$200*	*$600*
Water Level Indicator	*$20*	*$80*	*$240*
GEOTECHNICAL INSTRUMENTATION	***Daily***	***Weekly***	***Monthly***
Cone Penetrometer	*$15*	*$60*	*$180*
Crack Monitors - Electronic Datalogger	---	*$120*	*$360*
Dynamic Cone Penetrometer	*$150*	---	---
Electronic Readout Box	*$25*	*$100*	*$300*
Geokon LC-2 Single Channel Logger	---	*$80*	*$240*
Geokon - CR 800 Vibrating Wire Datalogger with Modem	---	*$100*	*$300*
Geokon GK 401 Vibrating Wire Readout Box	*$50*	*$100*	*$300*
In-Place Inclinometer Rental	---	---	*$1,250*
Modem	---	---	*$250*
Nuclear Density Gauge	*$100*	*$300*	*$900*

EQUIPMENT RATE SCHEDULE (continued)

GEOTECHNICAL INSTRUMENTATION (continued)	***Daily***	***Weekly***	***Monthly***
Power System - Battery	*$5*	*$20*	*$60*
Power System - Solar	*$15*	*$60*	*$180*
Seismograph - Manual	*$75*	*$225*	*$725*
Seismograph - Remote Units	*$100*	*$275*	*$825*
Tiltmeter	*---*	*$150*	*$450*
Vibration and Sound Monitoring Station	*$125*	*$325*	*$925*
VDV Web Service	*---*	*---*	*$200*
UAS DATA ACQUISITION & PROCESSING	***Daily***	***Weekly***	***Monthly***
UAS Digital Imagery Equipment	*---*	*$200*	*$800*
UAS Digital Imagery w/Ground Control Package (UAS + GNSS)	*---*	*$300*	*$1,200*
UAS Hyperspectral Equipment	*---*	*$300*	*$1,200*
UAS Hyperspectral w/Ground Control Package (UAS w/HS + GNSS)	*---*	*$400*	*$1,600*
LiDAR SCANNING & PROCESSING	***Daily***	***Weekly***	***Monthly***
LiDAR Scanning Equipment (Terrestrial & Aerial)	*$400*	*$1,600*	*---*
LiDAR Equipment w/Ground Control Package (LiDAR + GNSS)	*$500*	*$2,000*	*---*
MISCELLANEOUS	***Daily***	***Weekly***	***Monthly***
Camera - Digital	*$10*		
Decontamination Kit (each)	*$50*	*---*	*---*
Field Truck (including fuel)	*$95*	*$380*	*$1,140*
Generator	*$50*	*$200*	*$600*
GeoTech Sample Jars 16 oz. (per box)	*$10*	*---*	*---*
GPS Unit	*$150*	*$600*	*$1,800*
Harness with Restraint Lanyard	*$40*	*$160*	*$480*
Motorola CP200d Radio (pair)	*---*	*$35*	*$140*
Personal Protective Equipment - Level C (per person)	*$45*	*---*	*---*
R/V Catalyst - 26 Ft Sampling Vessel	*$600*	*---*	*---*
Research Nets	*$60*	*---*	*---*
Sampling Tubing (roll)	*$20*	*---*	*---*
Saximeter II	*$35*	*$140*	*$420*
Sound Level Meter	*$50*	*$200*	*$600*
Tool Trailer	*$300*	*---*	*---*

LABORATORY RATE SCHEDULE

SOIL CLASSIFICATION AND INDEX TESTS	***Unit Price***
Atterberg Limits - 1 Point	*$125*
Atterberg Limits - 3 Point	*$180*
Grain Size - Hydrometer and Sieve Analysis	*$300*
Grain Size - 200 Wash	*$100*
Grain Size- Sieve Analysis (Standard Sample)	*$125*
Grain Size - Sieve Analysis (Bulk Sample)	*$150*
Grain Size - Hydrometer	*$175*
Water Content	*$25*
Organic Content	*$75*
Specific Gravity	*$125*
Visual Classification	*$15*
SOIL MOISTURE-DENSITY TESTS	***Unit Price***
Bulk Density	*$100*
California Bearing Ratio (CBR)	*$650*
Proctor - 1 Point	*$120*
Proctor - 4 Point	*$250*
Proctor - 4 Point (Cohesive Soil)	*$300*
SOIL CONSOLIDATION AND STRENGTH TESTS	***Unit Price***
Consolidation - Constant Rate of Strain (CRS)	*$650*
Consolidation - Incremental	*$500*
Unconfined Compression	*$100*
Direct Simple Shear (DSS)	*$300*
Cyclic Direct Simple Shear (CDSS)	*$650*
Triaxial Compression - Isotropic Consolidation	*$500*
Triaxial Compression - Ko/anisotropic Consolidation	*$800*
Triaxial Compression - Unconsolidated	*$300*
SURCHARGE RATES	***Unit Price***
Atterberg Limits Dry Prep	*$15*
Atterberg Limits Organic Classification	*$40*
Sample Preparation	*$120*
Triaxial High Pressure (over 100 psi)	*$100*
Tube Cut (per cut)	*$25*
Tube Extrusion	*$100*

Additional H&A Laboratory analyses, pricing, and rush rates available upon request.

Standard Terms and Conditions 2020

1. INTRODUCTION. These Standard Terms and Conditions, together with the accompanying proposal and any attachments thereto ("Proposal"), constitute the Agreement between Haley & Aldrich, Inc., including its affiliates and subsidiaries ("Haley & Aldrich"), and the entity or person to whom the proposal is addressed ("Client") for the project at the project site ("Site") as may be referenced in the Proposal. Both parties agree that no third-party beneficiaries are intended by this Agreement, which is defined to include these Terms and Conditions and Haley & Aldrich's Proposal.

2. HEADINGS. The headings used in these terms and conditions are inserted for the convenience of the parties and shall not define, limit, or describe the scope or the intent of the provisions set forth herein.

3. PERFORMANCE OF SERVICES. Client agrees that Haley & Aldrich has been engaged to provide professional services only, and that Haley & Aldrich does not owe a fiduciary responsibility to Client. Haley & Aldrich's services will be performed in accordance with generally accepted practices of engineers and/or scientists providing similar services at the same time, in the same locale, and under like circumstances ("Standard of Care"). No warranty, expressed or implied, is included or intended by this Agreement.

4. CLIENT RESPONSIBILITIES. Except as otherwise agreed, Client will secure the approvals, Site access, permits, licenses, and consents necessary for performance of Haley & Aldrich's services under this Agreement. Client shall provide Haley & Aldrich with a plan delineating the boundaries of the Site and all documents, reports, surveys, plans, drawings, information concerning known or suspected Site conditions, above and below ground, information related to hazardous materials or other environmental or geotechnical conditions at the Site, utility information and other information that is reasonably foreseeable to be pertinent to Haley & Aldrich's services under this Agreement. If Client is not the owner of the Site, Client will make all reasonable attempts to obtain these same documents and provide them to Haley & Aldrich. Unless otherwise agreed to in writing by Haley & Aldrich, Haley & Aldrich shall be entitled to rely on documents and information Client provides.

5. PAYMENT. Invoices will generally be submitted monthly. Payment will be due within thirty (30) days of invoice date. Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month on the outstanding balance. In the event Haley & Aldrich must engage counsel to enforce overdue payments, Client will reimburse Haley & Aldrich for all attorney's fees and court costs.

6. INSURANCE. Haley & Aldrich will maintain: workers' compensation insurance as required under the laws of the state in which the services will be performed; commercial general liability insurance with a combined single limit of $1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury, including death and property damage; automobile liability insurance with a combined single limit of $1,000,000 per occurrence; professional liability insurance in the amount of $1,000,000 per claim and in the aggregate; and contractor's pollution liability insurance in the amount of $1,000,000 per occurrence and in the aggregate.

7. OWNERSHIP OF DOCUMENTS AND AUTHORIZED USE. All documents and all processes created, prepared, or furnished under this Agreement by Haley & Aldrich are its instruments of service and all ownership and copyright rights of the same shall remain with Haley & Aldrich. Haley & Aldrich's instruments of service are prepared solely for Client and made available to Client only for the purpose set forth in the Proposal. Client may make and retain copies of Haley & Aldrich's instruments of service, opinions, or reports or otherwise related documents ("Instruments of Services") for the project at the Site. Any (1) reuse or modification of Haley & Aldrich's Instruments of Services without written verification or adaption by Haley & Aldrich for the specific purpose intended and/or (2) unauthorized use of, or reliance upon, Haley & Aldrich's Instruments of Services by any other party, or for any other project or purpose, except and unless Haley & Aldrich provides prior written authorization, shall be at Client's and/or any third party's sole risk and without any liability or legal exposure to Haley & Aldrich. Client shall indemnify, defend, and hold harmless Haley & Aldrich from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Client agrees that any such verification or adaptation of Haley & Aldrich's documents and processes shall entitle Haley & Aldrich to just and proper compensation.

8. CONFIDENTIALITY. Haley & Aldrich will hold confidential all business and technical information obtained or generated in performing of services under this Agreement. Haley & Aldrich will not disclose such information without Client's consent except to the extent required for: (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health, and welfare; (3) compliance with any court order, statute, law, or governmental directive; and/or (4) protection of Haley & Aldrich against claims or liabilities arising from the performance of services under this Agreement. Haley & Aldrich's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

9. SUSPENSION OF WORK AND TERMINATION. Client may, at any time, suspend further work by Haley & Aldrich or terminate this Agreement. Suspension or termination shall be by written notice effective three (3) business days after receipt by Haley & Aldrich. Client agrees to compensate Haley & Aldrich for all services performed and commitments made prior to the effective date of the suspension or termination, together with reimbursable expenses including those of subcontractors, subconsultants, and vendors. Client acknowledges that its failure to pay all invoices on time and in full, including accrued interest, may result in a suspension of services by Haley & Aldrich. In the event of a suspension of services due to Client's failure to pay all invoices on time and in full, Haley & Aldrich shall have no liability to Client for delay or damage to Client or others because of such suspension of services.

10. FORCE MAJEURE. Except for Client's obligation to pay for services rendered, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, fire, flood, unanticipated Site or subsurface conditions, pandemics, explosion, war, terrorism, request or intervention of a governmental authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain materials, equipment, fuel or transportation.

11. SUBSURFACE RISKS. Client shall disclose to Haley & Aldrich any known or suspected subsurface conditions, below ground structures, and information related to hazardous materials or other environmental or geotechnical conditions at the Site. Client recognizes that inherent risks occur in the exploration and evaluation of subsurface conditions. Even with the information the Client provides to Haley & Aldrich and a comprehensive sampling, testing and exploration program performed in accordance with the Standard of Care, certain underlying conditions and/or structures may not be identified, and Client agrees to accept this level of risk. Client agrees to indemnify and hold Haley & Aldrich, and each of their subcontractors, consultants, officers, directors, and employees (Haley & Aldrich) harmless against any and all claims, losses, liabilities or damages, direct or consequential, related to interference with subterranean structures, or other such subsurface conditions, substances, or features that are not called to Haley & Aldrich's attention in writing, shown on documents provided by Client, or could not be reasonably detected by exercising the Standard of Care.

12. HAZARDS AND HAZARDOUS MATERIALS.

12.1 Disclosure of Hazards (Right to Know). Haley & Aldrich will take reasonable precautions for the health and safety of Haley & Aldrich's employees while at the Site. Client will obtain from Site owner, and others as applicable, and furnish to Haley & Aldrich, prior to Haley & Aldrich beginning services under this Agreement, all available information concerning Site conditions, including, but not limited to: subsurface conditions, oil, hazardous material, toxic mold and biological conditions, radioactive or asbestos material in, on or near the Site. If such a material or condition is discovered that had not been disclosed to Haley & Aldrich, then, upon notification, Client and Haley & Aldrich shall seek an equitable adjustment to be made to this Agreement. By authorizing Haley & Aldrich to proceed with the services, Client confirms that Haley & Aldrich has not created nor contributed to the presence of any hazardous substances at or near the Site. Client agrees to assume all liability and shall indemnify, defend and hold Haley & Aldrich harmless from any claims, losses, liabilities or damages arising out of (1) personal injury or death resulting from such hazardous material or condition and/or (2) a release of hazardous substances except to the extent the release was caused by Haley & Aldrich's gross negligence or willful misconduct in the performance of the services.

12.2 Hazardous Materials. Before any hazardous or contaminated materials are removed from the Site, Client shall sign manifests naming Client as the Generator of the waste (or, if Client is not the Generator, Client will arrange for the Generator to sign the manifest). Client shall select the treatment or disposal facility to which any waste is taken. Haley & Aldrich shall not be the Generator, Owner, Arranger, Operator, nor will it possess, take title to, or assume any legal liability for any hazardous or contaminated materials at or removed from the Site. Haley & Aldrich shall not have responsibility for or control of the Site or of operations or activities at the Site other than its own. Haley & Aldrich shall not undertake, arrange for or control the handling, treatment, storage, disposal, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than laboratory samples it collects or tests (which shall be returned to Client for disposal). Client agrees to defend, indemnify and hold harmless Haley & Aldrich for any costs or liability incurred by Haley & Aldrich in defense of or in payment for any legal actions in which it is alleged that Haley & Aldrich is the Owner, Operator, Generator, Arranger, Treater, Storer or Disposer of hazardous waste. Capitalized terms used herein shall have the meanings assigned to them in RCRA and CERCLA.

13. DIFFERING SITE CONDITIONS. If, during the course of performance of this Agreement, conditions or circumstances are discovered, which were not contemplated or anticipated by Haley & Aldrich, or otherwise provided to Haley & Aldrich by the Client, at the commencement of this Agreement or which differ materially from those indicated in Haley & Aldrich's Proposal, Haley & Aldrich may notify Client in writing of the newly discovered conditions or circumstances, and Client and

Haley & Aldrich shall renegotiate, in good faith, the scope of work and terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Haley & Aldrich may terminate this Agreement.

14. SAMPLES. Samples of soil, rock, water, waste, or other materials collected from the Site may be disposed of sixty (60) days from sampling date unless Client advises otherwise in writing or unless applicable law requires their retention. Haley & Aldrich will dispose of such samples with a qualified waste disposal contractor. Client shall pay all costs associated with the storage, transport, and disposal of samples, and agrees to indemnify, defend and hold Haley & Aldrich harmless for any liability arising therefrom. If samples must be stored by Haley & Aldrich for longer than sixty (60) days from sampling date, Client shall pay all associated storage costs. Client recognizes and agrees that Haley & Aldrich is a bailee and assumes neither title to said waste or samples nor any responsibility as generator of said waste or samples.

15. ENGINEERING/CONSULTING SERVICES DURING CONSTRUCTION. Haley & Aldrich shall not, during construction Site visits, shop drawing review, or as a result of observations of construction work, supervise, direct, or have control over any contractors' means, methods, work sequences or procedures of construction selected by contractors. Haley & Aldrich shall not be liable for any of contractors' work, safety precautions or programs incident to contractors' work. Haley & Aldrich shall not have any liability whatsoever for any failure of contractors to comply with any laws, rules, regulations, ordinances, codes or orders. Haley & Aldrich neither guarantees nor warrants the performance of any contractors' work and does not assume responsibility for any contractors' failure to furnish any labor, materials, equipment or related work in accordance with any agreement or contract documents.

16. ADDITIONAL SERVICES. Haley & Aldrich's compensation hereunder shall be subject to adjustment to recognize any increase in costs due to additional services requested or authorized by Client. Such additional services shall include, but not be limited to, additions in the manner or method of Haley & Aldrich's performance of Services or due to changes in schedule or circumstances not solely caused by or under the control of Haley & Aldrich. These additional services shall be verified in writing by the parties and performed on the basis of mutually agreed rates, or other such basis agreed to by the parties.

17. WAIVER OF CONSEQUENTIAL DAMAGES. Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees, or contractors of any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect, special, collateral, punitive, exemplary or consequential damages arising out of or related to the services, whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, and strict liability of any protected individual or entity), statute or otherwise.

18. WAIVER OF PERSONAL LIABILITY. No officer, director, or employee of Haley & Aldrich shall bear any personal liability to Client for any injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement or the performance of services hereunder.

19. LIMITATION OF REMEDIES. To the fullest extent permitted by law, the total aggregate liability of Haley & Aldrich, its officers, directors, and employees to Client, and anyone claiming by, through, or under Client, including all authorized Relying Parties, as applicable, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Haley & Aldrich's services, from any cause or causes whatsoever, including, but not limited to, negligence, errors, omissions, strict liability or contract, shall be limited to an aggregate amount of $50,000 or Haley & Aldrich's fee, whichever is greater.

    If Client prefers not to limit Haley & Aldrich's liability to this sum, Haley & Aldrich may increase this limitation upon Client's written request, provided that Client agrees to pay an additional fee agreed to by the parties. The additional fee is for the additional risk assumed by Haley & Aldrich and is not a charge for additional liability insurance.

20. DISPUTE RESOLUTION. If a dispute arises out of or relates to this Agreement or the breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. Except for payment matters, if a dispute is not resolved by these negotiations, the matter will be submitted to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. Except for payment matters or to preserve mechanics' lien rights, neither party will commence a civil action until after the completion of an initial mediation session.

21. LEGAL ACTION. All legal actions by either party against the other for any cause or causes, including, but not limited to, breach of this Agreement, negligence, misrepresentations, breach of warranty or failure to perform in accordance with the

Standard of Care, however denominated, shall be barred two (2) years from the day after completion of Haley & Aldrich's Services. Client agrees to compensate Haley & Aldrich for services performed in response to any legal action, subpoena, or court order arising out of or related to Haley & Aldrich's services under this Agreement at Haley & Aldrich's Standard Fee Schedule then in effect.

22. TAXES. Unless otherwise provided for in the scope of services, Haley & Aldrich's fee is exclusive of sales, use, or similar tax imposed by taxing jurisdictions on the amount of fees or services. Should such taxes be imposed, Haley & Aldrich will collect and remit any applicable sales taxes. Client's documentation of exemption from sales or use taxes, if any, must be provided to Haley & Aldrich prior to services being performed.

23. SEVERABILITY. If any of these Terms and Conditions are finally determined to be invalid or unenforceable in whole or part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these Terms and Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

24. SURVIVAL. All Terms and Conditions contained herein shall survive the completion of Haley & Aldrich's services on this project or the termination of services for any cause.

25. GOVERNING LAW AND JURISDICTION. This Agreement shall be solely governed, and construed and enforced, in accordance with the laws of the State or Commonwealth where the services are performed, without regard to its conflict of laws rules. Client agrees to submit and consent to the jurisdiction of the courts in that State or Commonwealth in any action brought to enforce (or otherwise arising from or relating to) this Agreement.

26. ASSIGNMENT. This Agreement shall not be assigned by either party without the express written consent of the other.

27. PRECEDENCE. These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, right of entry, or like document.

28. ENTIRE AGREEMENT. **Client and Haley & Aldrich agree that all provisions of these Terms and Conditions were mutually negotiated and agreed upon, and that this Agreement represents the entire Agreement between the parties.** No modification or alteration of any provision of this Agreement shall be binding upon either Client or Haley & Aldrich, unless such modification or alteration is mutually agreed to, is in writing, and is signed by the party against whom such modification or alteration is sought to be enforced.

END OF TERMS AND CONDITIONS

AGREEMENT FOR CONSULTANT SERVICES

PREAMBLE

THIS AGREEMENT is dated for identification on 17th day of June 2025 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Inspection Services, Inc., ("Consultant"), identified as an S Corporation and whose address is 1798 University Ave., Berkeley, CA 94703. This Agreement is made with reference to the following facts.

I. RECITALS

1.1 The Town desires to engage Consultant to provide materials testing services for the Shannon Road Repair Project (CIP No. 811-0008)

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 May 29, 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 December 31, 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 **$74,122.40**, inclusive of all costs. Payment shall be based upon Town approval of each task 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

Inspection Services, Inc.
1798 University Ave.
Berkeley, CA 94703

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:

_____

Chris Constantin, Town Manager

Inspection Services, Inc. by:

_____

Leslie Sakai, 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

May 29th, 2025

Saurabh Nijhawan, P.E.
Senior Civil Engineer
Parks & Public Works
41 Miles Avenue,
Los Gatos CA 95030
snijhawan@losgatosca.gov

Letter of Interest: Materials Testing Services - Shannon Road Repair Project CIP 20-811-0008

Dear Saurabh,

Thank you for providing Inspection Services, Inc. (ISI) with the opportunity to submit our proposal to provide special inspection and materials testing services for this roadway repair project at Shannon Road. We acknowledge the requested testing scopes and are committed to helping ensure that our services exceed your expectations.

The ISI team has a significant amount of valuable prior experience with providing similar services to cities and counties throughout the Bay Area. ISI Project Manager Antoine Megevand and our inspectors will collaborate closely with you, your design team, and your general contractor to ensure the project is delivered with Quality at the forefront of their priorities.

In addition to Antoine Megevand being your primary point of contact for contract and technical matters, our dispatchers Joel Mowdy and Jackie Salazar will be ready to receive your inspection requests at (510) 900-2100 or dispatch@inspectionservices.net.

We have a bench of over 30 multi-certified special inspectors to carry out your project's field tests. While we like to prioritize staff continuity and familiarity with projects whenever possible, we are also known for our flexibility when last-minute inspection requests arise.

Thank you for considering ISI! We look forward to the possibility of working with you soon.

Sincerely,

Leslie Sakai
President
ISI Inspection Services, Inc.
1798 University Ave., Berkeley, CA 94703
leslie@inspectionservices.net
T: (510) 900-2100

Antoine Megevand, P.E.
Project Manager
ISI Inspection Services, Inc.
1798 University Ave., Berkeley, CA 94703
amegevand@inspectionservices.net
D: (510) 809-2610; C: (310) 592-8987

INSPECTION SERVICES INC.

Shannon Road Repair Project CIP 20-811-0008
Shannon Road btw Santa Rosa Drive & Diduca Way
Town of Los Gatos, CA. 95032

BUDGET ESTIMATE TO PROVIDE
SPECIAL INSPECTION AND MATERIAL TESTING SERVICES

I. FIELD AND LABORATORY SERVICES			Quantity	Rate	Amount
A. Concrete					
1. 2301	Concrete Field Testing and Sampling (half-day visits assumed)	45 visits	180 hrs	$119.00 /hr	$21,420.00
2. 3101	Concrete Compression Testing (sets of 4 cylinders)	45 sets	180 ea	$65.00 /ea	$11,700.00
	Sample transportation is included in testing fee above				
B. Soils/Asphalt					
1. 2801	Field Testing of FDR (w/nuclear gauge, portal-to-portal)	4 days	32 hrs	$123.00 /hr	$3,936.00
2. 2701	Field Compaction Testing (w/nuclear gauge, portal-to-portal)	20 days	160 hrs	$123.00 /hr	$19,680.00
	Earth fill, Aggregate Base, Hot Mix Asphalt				
3. 3451	Fill Acceptance Testing (Sieve & PI/EI)		2 ea	$205.00 /ea	$410.00
4. 3462	Laboratory Compaction Curves (ASTM D1557)		5 ea	$370.00 /ea	$1,850.00
5. 3622	Lab Test Maximum Density (LTMD for HMA)		4 ea	$505.00 /ea	$2,020.00
6. 3478	Compressive Strength Cement-Treated FDR (set of 3)	4 sets	12 ea	$155.00 /ea	$1,860.00
C. Project Management/Miscellaneous					
1. 1221	Project Manager		20 hrs	$175.00 /hr	$3,500.00
2. 1305	Mileage (roundtrip, for portal-to-portal inspections)	60 mi/trip	24 trip(s)	$0.700 /mi	$1,008.00
T&I Budget Estimate:					**$67,384.00**
10 % Administrative Fee:					**$6,738.40**
Total Budget Estimate:					**$74,122.40**

Exclusions:

1. Geotechnical Engineering

II. PROPOSAL CLARIFICATIONS

Estimated Quantities:
Our estimated quantities and scope of services are based upon review of the bidding documents available at the time of our estimate, which includes the following:

- Cost Proposal request "Materials Testing Services - Shannon Road Repair Project CIP 20-811-0008", dated 5-15-2025

Once a detailed construction schedule is available, we can review our proposal to incorporate any necessary changes. If contractor's work is performed more quickly than scheduled, Client will receive a cost savings for testing & inspections. If, however, contractor's schedule is extended or delayed, Client may receive a resulting increase in the costs for testing & inspections.

Reinspections:
Reinspections and weather-related setbacks are not included in our estimated hours. These conditions may result in additional costs. Client hereby acknowledges that even with diligent special inspections and/or testing by ISI, construction defects, deficiencies, and/or omissions in the contractor's work may arise. Client understands and hereby agrees that the contractor is solely responsible for its means and methods, the quality and completeness of the construction work and for adhering to the applicable construction plans and specifications.

1798 University Avenue, Berkeley, CA 94703-1514
T: 510.900.2100 F: 510.900.2101

Shannon Road Repair Project CIP 20-811-0008
Shannon Road btw Santa Rosa Drive & Diduca Way
Town of Los Gatos, CA. 95032

BUDGET ESTIMATE TO PROVIDE
SPECIAL INSPECTION AND MATERIAL TESTING SERVICES

Time and Materials Charges:
This bid proposal is an estimate to perform services. Prices quoted are valid through June 30, 2026. Actual charges are based solely upon time spent on the job site and the required and/or requested testing and laboratory services. Invoices will be submitted on a monthly basis in accordance with this proposal. All invoices include a summary of work performed to date, budget balance remaining, and a 10% administrative fee.

ISI will only provide special inspection and material testing services if client acknowledges that this fee proposal is merely an estimate of future code-required services. If client or client's representative (including contractor) keeps requesting ISI's services even beyond our approved budget, client accepts financial responsibility to pay for any and all services provided by ISI. In addition, Client recognizes that on occasion, due to the schedule of the contractor or relevant subcontractors, occasional overtime may be required. ISI will typically have no notice of this until the day the overtime occurs. Client agrees to compensate ISI for such overtime.

III. BASIS OF CHARGES

A. *Minimum Hourly Charges:*

9003	Show-up/Cancellation	2 hours
9003NS	Show-up/Cancellation (Night Shift)	8 hours
	Inspector/Technician services (0 - 4 hours)	4 hours
	Inspector/Technician services (4 - 8 hours)	8 hours

B. *Rate for Field Inspectors:*

Basic Rate	$ 119.00/hr
Basic Rate w/ Testing Equipment	$ 123.00/hr
Overtime (over 8 hrs Monday-Friday; first 8 hrs on Saturdays)	1.5 x Basic Rate
Double-time (over 12 hrs Mon-Fri; over 8 hrs on Sat; Sundays & Holidays)	2 x Basic Rate
Work performed on "RUSH" schedule	1.5 x Basic Rate
Night Shift Differential (shifts starting after 2pm/before 4am)	1.125 x Basic Rate

C. *Expenses:*

1307	Travel Time, if required	$ 90.00/hr
1305	Auto Mileage, if required	$ 0.70/mile
1306	Per Diem (Or cost if greater than $125.00/day)	$ 157.00/day
1308	Miscellaneous Expenses (Parking/Tolls/Airfare)	At Cost
1314	Outside Services	Cost + 10%

* Technical personnel are members of the Operating Engineers (AFL-CIO) Local No. 3 and the above charges are a part of our contractual commitment. Rates are subject to an annual COLA increase of 4% adjustment on July 1st of each year to cover any increase in ISI's cost due to changes in wages, benefits, working conditions and other provisions of the Union Labor Agreement and Prevailing Wage requirements. Inspection services are charged portal to portal from dispatch location and are subject to mileage and travel. For assignments that require equipment such as nuclear gauges, hydraulic systems for proof-load testing, high-strength torque wrench etc., billing time will include picking up and dropping off the equipment at ISI's laboratory as well as round trip travel.

1798 University Avenue, Berkeley, CA 94703-1514
T: 510.900.2100 F: 510.900.2101

Shannon Road Repair Project CIP 20-811-0008
Shannon Road btw Santa Rosa Drive & Diduca Way
Town of Los Gatos, CA. 95032

SCHEDULE OF FEES AND SERVICES

CORPORATE HEADQUARTERS
1798 University Avenue
Berkeley, CA 94703-1514
T: 510.900.2100
F: 510.900.2101

TORRANCE
1455 Crenshaw Blvd, Ste 105
Torrance, CA 90501
T: 310.755.3600
F: 310.328.8193

Personnel hourly rates and material testing rates for general and special services are contained in the following pages.

- Services will be performed on a time and materials basis at the unit rates listed. See attached Basis of Charges.
- Prices are valid through June 30, 2026.
- A 10% Administrative Fee will be added to each invoice total. Invoices requiring certified payroll uploads, or other special handling and/or backup documentation will incur an additional 3% fee added to invoice total.

PROFESSIONAL SERVICES

PROFESSIONAL SERVICES

1109	Expert Witness	315.00 /Hr
1101	Principal	230.00 /Hr
1108	Geotechnical Engineer	212.00 /Hr
1102	Professional Engineer	196.00 /Hr
1103	Staff Engineer	175.00 /Hr
1221	Project Manager	175.00 /Hr
2112	Lead Inspector (Group 1)	123.00 /Hr
2109	Field Technician/Inspector	119.00 /Hr
1106	Laboratory Technician	119.00 /Hr
1104	Administrative Services	94.00 /Hr
1314	Contract Labor	Cost+10% /Ea

INSPECTION SERVICES

Oversight Inspections

2107	DSA - OSHPD Certified Inspector (IOR)	quote /Hr
2108	Inspection in Hazardous Containment Area	225.00 /Hr

Soils/Asphalt Division

2701	Field Compaction Testing with Nuclear Gauge	123.00 /Hr
2703	Soils Observation	119.00 /Hr
2702	Material Sampling/Transportation	119.00 /Hr
2704	Sampling of Grout for Soil Nails or Tiebacks	119.00 /Hr
2705	Sampling of Soil-Cement Mixture	119.00 /Hr
2706	Observation of Soil Nail or Tieback Stressing	119.00 /Hr
2707	Pile/Pier Observation	119.00 /Hr
2708	Geotechnical Observation by Inspector	123.00 /Hr
2709	Field Compaction Testing with Sandcone	123.00 /Hr
2710	Field Compaction Testing with Rubber Balloon	123.00 /Hr
2801	AC Observation/Compaction Testing	123.00 /Hr
2802	QC/QA Technician (Caltrans/FAA/NICET certified)	123.00 /Hr
2803	QC/QA Technician (Caltrans/FAA/NICET) 10hr-day	1,650.00 /Day
2804	AC Batch Plant Inspection/Sampling	119.00 /Hr

Concrete/Shotcrete Division

2301	Concrete Placement Inspection	119.00 /Hr
2312	Concrete Sampling	119.00 /Hr
2311	Sampling of Lightweight Insulating Concrete	119.00 /Hr
2308	Installation of Maturity Sensors	119.00 /Hr
2605	NS Grout Inspection/Sampling	121.00 /Hr
2305	Batch Plant Inspection	119.00 /Hr
2302	Shotcrete Placement Inspection	119.00 /Hr
2307	DSA Shotcrete Placement Inspection	175.00 /Hr
2303	Witness of Rebar and Shotcrete for Pre-Construction	119.00 /Hr
2304	Coring/Eval. of Precon Panel (3 cores, up to 6" long)	1,640.00 /Ea
2310	QC/QA Technician (NICET)	123.00 /Hr

Reinforcing/Strand Steel Division

2201	Rebar Placement Inspection	119.00 /Hr
2203	Rebar/Strand ID Sampling/Tagging	119.00 /Hr
2204	Rebar/Strand ID Sampling	119.00 /Hr
2205	Rebar/Strand Tagging	119.00 /Hr
2402	PT Strand Stressing Inspection	119.00 /Hr
2403	Prepare Stressing Records (Loads/Elong/Lockoff)	119.00 /Hr
2404	Anchor Pocket Grouting after Stressing	119.00 /Hr

Masonry Division

2501	Masonry Block/Reinforcing/Grout Inspection	119.00 /Hr
2506	Brick Veneer/Exterior Façade Inspection	119.00 /Hr
2504	Brick Veneer Façade Testing	175.00 /Hr
2505	Masonry Sampling/Tagging	119.00 /Hr
2503	DSA Continuous Masonry Inspection	175.00 /Hr

Structural Steel Division

2601	Field Welding Inspection (visual)	121.00 /Hr
2602	Shop Welding Inspection (visual)	121.00 /Hr
2603	High Strength Bolting Inspection	121.00 /Hr
2608	NDT Ultrasonic Testing (UT)	123.00 /Hr
2609	NDT Magnetic Testing (MT)	123.00 /Hr
2610	NDT Liquid Dye Penetrant Testing (PT)	123.00 /Hr
2611	Inspection of Misc. Structural Steel/Welding (visual)	121.00 /Hr
2612	Inspection of Steel Deck Welding/Shear Studs (visual)	121.00 /Hr
2613	Witness Welding Qualification Tests	121.00 /Hr
2614	Inspection of Welding of Non-Structural Elements	121.00 /Hr
2615	Material Identification to CMTR and/or Sampling	121.00 /Hr
2616	Inspection of Curtain Wall Attachment	121.00 /Hr
2617	Radiographic Examination (by others)	Cost+10% /Hr
2618	Pile Splice Welding Inspection	121.00 /Hr
2620	Sampling of End-Welded Studs	121.00 /Hr
2621	Sampling of High Strength Bolts (HSB)	121.00 /Hr
2622	Level III UT and MT Technician	196.00 /Hr
2623	Inspection of Cold-formed Metal Framing	121.00 /Hr

Fireproofing/Roof/Wood/Waterproofing Division:

2901	Fireproofing Density/Thickness Testing	119.00 /Hr
2906	Firestop System Inspection	175.00 /Hr
2917	Roofing/Waterproofing Inspection	175.00 /Hr
2905	Shearwall/Diaphragm Nailing Inspection	175.00 /Hr
2908	Glu-lam Shop Inspection	Cost+10% /Hr
2918	Inspection of Plaster/Stucco Application/Sampling	119.00 /Hr

Specialty Testing Division

2904	Proof Load/Torque Testing	123.00 /Hr
2903	Witness Dowel/Anchor Installation	119.00 /Hr
2909	Ferroscan Survey	225.00 /Hr
2920	Ground Penetrating Radar Survey (GPR)	225.00 /Hr
2913	Floor Flatness Survey (Dipstick, F-Meter, D-Meter)	175.00 /Hr
2916	Moisture Emission Testing Placement/Pick-Up	119.00 /Hr
2914	Intumescent Paint Thickness Inspection	123.00 /Hr
2306	Coring Technician, One Man	225.00 /Hr
2919	Inspection of Polymer Matrix Composite (Fibrwrap)	123.00 /Hr
2921	Inspection of Crack Repair Measures	119.00 /Hr
2922	Ground-Resistance Testing	225.00 /Hr
2902	In-place Brick Mortar Shear Testing	175.00 /Hr
2915	Rebound Hammer Testing (ASTM C805)	225.00 /Hr
2202	Verification of Rebar Placement with Pachometer	225.00 /Hr
9005	Epoxy Injection Inspection	119.00 /Hr
2927	QC/QA Manager	175.00 /Hr

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LABORATORY SERVICES

Aggregate and Soils Mechanics

3401	Sieve Fine/Coarse Aggregates ASTM C136/CT 202	130.00	/Ea
3402	Materials Finer than # 200 Sieve by Washing ASTM C117	120.00	/Ea
3403	Gradation ASTM C117 and C136	225.00	/Ea
3404	Sp. Gravity/Absorption of Coarse Agg ASTM C128/CT 206	105.00	/Ea
3405	Specific Gravity/Absorption of Fine Agg ASTM C128/CT 207	145.00	/Ea
3407	Bulk Density (Unit Weight) and Voids of Agg ASTM C29	130.00	/Ea
3413	Clay Lumps and Friable Particles in Agg ASTM C142	82.00	/Ea
3414	Cleanness Value of Coarse Agg CT 227	205.00	/Ea
3416	Aggregate Durability Index ASTM D3744/CT 229	390.00	/Ea
3417	Percent Crushed Particles ASTM D5821/CT 205	260.00	/Ea
3418	Fine Aggregate Angularity ASTM C1252/CT 234	145.00	/Ea
3450	Materials Finer than No. 200 Sieve ASTM D1140	115.00	/Ea
3451	Liquid Limit, Plastic Limit and PI ASTM D4318/CT 204	205.00	/Ea
3452	Particle Size Analysis of Soils ASTM D422	210.00	/Ea
3453	Hydrometer Analysis, incl Sp. Gravity ASTM D422	475.00	/Ea
3454	Soil Classification ASTM D422, D1140, D4318	505.00	/Ea
3455	Specific Gravity of Soils ASTM D854/CT 209	210.00	/Ea
3456	Moisture Content of Soil/Agg ASTM D2216/C566/CT 266	45.00	/Ea
3457	Moisture Content & Density of Soil from Borings	60.00	/Ea
3458	Sand Equivalent for Soils/Fines ASTM D2419/CT 217	175.00	/Ea
3459	Lab Compaction (Standard) A/B (4"Mold) ASTM D698	310.00	/Ea
3460	Lab Compaction (Standard) C (6"Mold) ASTM D698	370.00	/Ea
3461	Lab Compaction (Modified) A/B (4" Mold) ASTM D1557	310.00	/Ea
3462	Lab Compaction (Modified) C (6" Mold) ASTM D1557	370.00	/Ea
3463	Oversize Correction for Lab Compaction ASTM D4718	82.00	/Ea
3464	Unconfined Comp. Strength inc. MD ASTM D2166/CT 221	170.00	/Ea
3465	Density/Unit Weight by Sand Cone Method ASTM D1556	52.00	/Ea
3466	R-Value of Compacted Soils w/no Addt ASTM D2844/CT 301	555.00	/Ea
3467	California Impact Test Max Wet Density CT 216	425.00	/Ea
3468	Maximum Index Density on Vibratory Table ASTM D4253	415.00	/Ea
3469	Organic Impurities in Fine Aggregate ASTM C140	72.00	/Ea
3470	California Bearing Ration (CBR), 3 points ASTM D1883	900.00	/Ea
3471	LA Abrasion Resistance ASTM C131	290.00	/Ea
3472	Aggregate Soundness Sodium Sulfate ASTM C88/CT214	155.00	/Ea
3473	Expansion Index	165.00	/Ea
3474	R-Value of Compacted Soils w/Field Addt ASTM D2844/CT 301	600.00	/Ea
3475	R-Value of Compacted Soils w/Lab Addt ASTM D2844/CT301	690.00	/Ea
3476	California Bearing Ratio (CBR) no curve ASTM D1883	555.00	/Ea
3477	Flat & Elongated Particles ASTM D4791	240.00	/Ea
3478	CTB Compressive Strength (Field Mixed ASTM D1633/D559)	155.00	/Ea

Asphaltic Concrete Products

3601	Moisture Content of Asphalt Mixture CT 370	82.00	/Ea
3602	Bulk Specific Gravity of Bituminous Mixture CT 308	95.00	/Ea
3603	Theoretical Maximum Sp. Gravity and Density CT 109	150.00	/Ea
3604	Asphalt Content by Vacuum Extraction ASTM D2172/CT 362	135.00	/Ea
3605	Asphalt Content by Ignition Method ASTM D6307/CT 382	230.00	/Ea
3606	Asphalt Content by Nuclear Method ASTM D4125/CT 379	115.00	/Ea
3607	Stabilometer Value ASTM D1560/CT 366	180.00	/Ea

Asphaltic Concrete (cont.)

3608	Recommending Optimum Bitumen Content CT 367	2,950.00	/Ea
3609	Optimum Bitumen Content of Open Grade CT 368	850.00	/Ea
3610	QC Plan for Caltrans QC/QA projects	1,800.00	/Ea
3611	Tensile Strength Ratio ASTM D4867	1,545.00	/Ea
3612	Marshall Compacted Sample (set of 3) ASTM D1559	310.00	/Set
3613	Marshall Stability and Flow, Air Voids ASTM D1559, D3203	130.00	/Ea
3614	Bulk Specific Gravity of Core Sample ASTM D2726	88.00	/Ea
3615	Theoretical Max Specific Gravity (Rice) ASTM D2041	155.00	/Ea
3616	Sieve Analysis of Extracted Aggregate ASTM D5444	210.00	/Ea
3617	Marshall Mix Design	2,950.00	/Ea
3618	Bulk Specific Gravity of Compacted Samples ASTM D1188	130.00	/Ea
3619	Swell of Bituminous Mixtures CT 305	160.00	/Ea
3620	Moisture Vapor Susceptibility of Mixture CT 307	285.00	/Ea
3621	Centrifuge Kerosene Equivalent and ABR CT 303	240.00	/Ea
3622	Lab Test Maximum Density CT 375	505.00	/Set

Concrete/Shotcrete Products

3101	Compression Test 4"x8" Cylinder ASTM C39	65.00	/Ea
3105	Compression Test: Shotcrete/Concrete Core ASTM C42	120.00	/Ea
3106	Unit Weight of Freshly-Mixed Concrete ASTM C138	62.00	/Ea
3107	Density, Absorption, Voids in Hard Concrete ASTM C642	98.00	/Ea
3108	Concrete Trial Batch (IBC or CCR Title 24, per W/c Ratio)	2,250.00	/Ea
3120	Modulus of Elasticity of Concrete ASTM C469	285.00	/Ea
3121	Compression Test of Samples not Taken by ISI	82.00	/Ea
3124	Drying Shrinkage of Concrete Beams ASTM C157 set of 3	560.00	/Set
3125	Concrete Splitting Tensile Strength ASTM C496	98.00	/Ea
3126	Unit Weight of Controlled Density Material	78.00	/Ea
3128	Flexural Strength of Concrete ASTM C78/CT 523	145.00	/Ea
3131	Compressive Strength: Insulating Concrete ASTM C495	78.00	/Ea
3132	Density of Lightweight Concrete ASTM C567	120.00	/Ea
3133	Creep of Concrete (per month) ASTM C512	310.00	/Ea
3134	Flexural Toughness (FRC) Beams ASTM C1018	310.00	/Ea
3135	Flexural Toughness (FRC) Round Panels ASTM C1550	396.00	/Ea
3129	Calibration of Concrete w/ Maturity System (17 cylinders)	1,550.00	/Set
3130	Petrographic Analysis (by others)	Cost+10%	/Hr
3140	Compression Test 6"x12" Cylinder ASTM C39	88.00	/Ea
2911	Concret Moisture Vapor Emission Kit ASTM F1869	56.00	/Ea
2923	Concrete In-Situ Relative Humidity ASTM F2170 Add to hrly	56.00	/Ea
2924	pH Value Determination Add to hrly rate	17.00	/Ea
2309	Concrete Maturity Sensors	85.00	/Ea

Fireproofing/Roof/Wood/Waterproofing Products

3701	Density of Spray Applied Fireproofing UBC 7-6	82.00	/Ea
2912	Cohesion/Adhesion Test Kit (SFRM)	56.00	/Ea
3702	Compression Test: Plaster Cylinder/Cube ASTM C472	82.00	/Ea
3703	Density of Plaster Cylinder or Cube ASTM C472	82.00	/Ea
3704	Bond Strength of Tile ASTM C482	440.00	/Set
3705	Tensile Test of Polymer Material (Fibrwrap) ASTM D3039	775.00	/Set
3708	Tensile Test of FRP (delivered by others for testing) ASTM D3039	660.00	/Set
3709	Calibration of Torque Wrench (20-200 ft-lbf)	80.00	/Ea

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Masonry Products

3109	Drying Shrinkage of CMU Units ASTM C426	258.00	/Ea
3110	CMU Shrinkage, Absorption, Moisture, Unit Wt. ASTM C140	1,410.00	/Set
3123	CMU Core Shear Test CCR Title 24, per side	120.00	/Ea
3136	Compression Test 2"x2" Cube ASTM C109	82.00	/Ea
3102	Compression Test 2"x4" Mortar or Grout ASTM C39	65.00	/Ea
3103	Compression Test 4"x4" Grout Prism ASTM C39	82.00	/Ea
3104	Compression Test Masonry Prism ASTM C1314	212.00	/Ea
3137	Compression Test Masonry Block ASTM C140	135.00	/Ea

Reinforcing Steel Products

3201	Tensile and Bend #3 to #8 ASTM A370	145.00	/Ea
3202	Tensile and Bend #9 to #11 ASTM A370	195.00	/Ea
3203	Tensile and Bend #14 and #18 ASTM A370	1,030.00	/Ea
3204	Slip Test of Mechanical Splice CT 670	125.00	/Ea
3205	PT Strand Breaking Strength	360.00	/Ea
3206	PT Strand Yield/Breaking Strength/Elongation	410.00	/Ea
3207	Tensile Test of Coupled Rebar	195.00	/Ea
3208	Tensile Test of Welded Rebar	195.00	/Ea

Structural Steel/Welding Products

3301	Rockwell Hardness ASTM A370, E18	78.00	/Ea
3302	Charpy Impact 45 deg. V (to 100F) ASTM A370, E23	410.00	/Ea
3303	Macroetch Examination Welded Test Joints AWS D1.1, 1.4	225.00	/Ea
3304	Reduced Section Tensile ASTM A370	140.00	/Ea
3305	Guided Bends; side, root, or face AWS D1.1	42.00	/Ea
3306	All Weld Metal Tensile AWS D1.1	140.00	/Ea
3307	Tensile Test of Miscellaneous Steel ASTM A370	140.00	/Ea
3308	Tensile and Bend Test of Miscellaneous Steel ASTM A370	170.00	/Ea
3310	Mechanical Properties of HSB w/ nuts/Washers	345.00	/Set
3311	Mechanical Properties of End-Welded Studs ASTM A370	160.00	/Ea
3312	Mechanical Properties of Nut Only	180.00	/Ea
3313	Mechanical Properties of Bolt Only	130.00	/Ea
3314	Mechanical Properties of Washer Only	130.00	/Ea
2604	Calibration of Torque Wrench for HSB	276.00	/Set
2619	Welder Qualification Test Record (Excluding Lab Tests)	121.00	/Hr

Engineering Review/Miscellaneous Items

1201	Concrete Mix Design Review UBC or CCR Title 24	225.00	/Ea
1202	Shotcrete Mix Design Review UBC or CCR Title 24	225.00	/Ea
1203	Grout Mix Design Review UBC or CCR Title 24	225.00	/Ea
1204	Review of Welding Documents (WPS)	196.00	/Hr
1205	Review of Documents	196.00	/Hr
1206	Jobsite Meetings/Supervision	175.00	/Hr
1210	Final Inspection Affidavit UBC 1701, up to 3 visits	305.00	/Ea
1211	Final Inspection Affidavit UBC 1701, up to 10 visits	425.00	/Ea
1212	Final Inspection Affidavit UBC 1701, up to 25 visits	545.00	/Ea
1213	Final Inspection Affidavit UBC 1701, up to 100 visits	910.00	/Ea
1214	Final Inspection Affidavit UBC 1701, more than 100 visits	1,210.00	/Ea
1215	Laboratory Final Verified Report DSA or OSHPD	340.00	/Ea
1216	Geotechnical Final Verified Report DSA or OSHPD	655.00	/Ea
1217	QC/QA Engineering Consulting Services	196.00	/Hr
1218	Pavement Design/ Consulting	212.00	/Hr
1219	Soil Compaction Test Review (by Geotechnical Engineer)	212.00	/Hr
1220	Asphalt Mix Design Review	225.00	/Ea
2001	Destructive Exposure of Rebar	225.00	/Hr
2002	Destructive Sampling of Rebar	225.00	/Hr
2003	Destructive Sampling of Concrete	225.00	/Hr
2004	Patching of Exposed Sample Areas w/ HS Grout	175.00	/Hr

Travel, Mileage, Transportation Expenses

1301	Courier/Transportation	90.00	/Hr
1305	Mileage	0.670	/Mile
1306	Per Diem (or at cost if higher)	157.00	/Day
1307	Travel Time	90.00	/Hr
1308	Parking	cost	/Ea
1309	Bridge Tolls	cost	/Ea
1310	Car Rental	cost	/Ea
1311	Airfare	cost	/Ea
1312	Equipment Rental	Cost+10%	/Ea
1313	Mobilization	119.00	/Hr
1314	Outside Services (Subconsultants/Subcontractors)	Cost+10%	/Ea

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THIRD AMENDMENT TO AGREEMENT

This THIRD AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES is dated for identification this 17th day of June 2025 and amends that certain Second Amendment to Agreement for Consultant Services dated December 3, 2024, made by and between the Town of Los Gatos, ("Town,") and Nichols Consulting Engineers ("Consultant"), identified as a C Corporation and whose address is 300 E. 2nd St, Reno, NV 89501.

RECITALS

A. Town and Consultant entered into an Agreement for Consultant Services on May 3, 2021, ("Agreement"), a First Amendment to Agreement for Consultant Services on August 15, 2023, a Second Amendment to Agreement for Consultant Services on December 3, 2024, copies of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.

B. Town desires to amend the Agreement to extend the term and to increase the compensation of the Agreement.

AMENDMENT

1. Section 2.2 Term and Time of Performance is amended to read as follows:

   This contract shall remain in effect from May 3, 2021 and extend to December 31, 2026.

2. Section 2.6 Compensation is amended to add the following:

   Compensation for Consultant's professional services shall be increased by $68,700 for a total agreement amount not exceed **$555,600**. Payment shall be based upon Town approval of each task based on Exhibit B.

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:

_____
Chris Constantin, Town Manager

Nichols Consulting Engineers by:

_____
J. Ryan Shafer, PE, GE Principal

Department Approval:

_____
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: 4E874323-2E06-4BEE-A1C0-E6DC0AAA8F8E

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES is dated for identification this 3rd day of December 2024 and amends that certain First Amendment to Agreement for Consultant Services dated August 15, 2023, made by and between the Town of Los Gatos, ("Town,") and Nichols Consulting Engineers, Chtd (" Consultant"), identified as a C Corporation and whose address is 1003 W Cutting Boulevard, Suite 110, Pt Richmond California 94804.

RECITALS

A. Town and Consultant entered into an Agreement for Consultant Services on May 3, 2021, (Agreement) and a First Amendment to Agreement for Consultant Services on August 15, 2023, copies of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.

B. Town desires to amend the Agreement to extend the term.

AMENDMENT

1. Section 2.2 Term and Time of Performance is amended to read as follows:

   This contract shall remain in effect from May 3, 2021 and extend to December 31, 2025.

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

Docusign Envelope ID: 4E874323-2E06-4BEE-A1C0-E6DC0AAA8F8E

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

Town of Los Gatos, by:

Signed by:
Chris Constantin 12/16/2024
3EF03F232F1B428...
Chris Constantin
Town Manager

CONSULTANT, by:

Signed by:
J. Ryan Shafer 12/9/2024
F58F4B838168B47D...
J. Ryan Shafer, PE, GE Principal

Department Approval:

Signed by:
Nicolle Burnham 12/9/2024
0E978313498 44C3...
Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

Signed by:
Gabrielle Whelan 12/11/2024
EFD6738A5534428...
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood 12/16/2024
BF6EBCBE2C214F8...
Wendy Wood, CMC, Town Clerk

Docusign Envelope ID: 4E874323-2E06-4BEE-A1C0-E6DC0AAA8F8E

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This FIRST AMENDMENT TO AGREEMENT is dated for identification this 15th day of August 2023 and amends that certain Agreement for Consultant Services dated May 3, 2021, made by and between the Town of Los Gatos, ("Town,") and Nichols Consulting Engineers, Chtd (" Consultant"), identified as a C Corporation and whose address is 1003 W Cutting Boulevard, Suite 110, Pt Richmond California 94804.

RECITALS

C. Town and Consultant entered into an Agreement for Consultant Services on May 3, 2021, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.

D. Town desires to amend the Agreement to add to the scope of services, extend the term, and increase the compensation.

AMENDMENT

1. Section 2.1 Scope of Services is amended to read as follows:

   Consultant shall provide the additional services as described in that certain proposal sent to the Town on July 3, 2023, incorporated herein as Exhibit B.

2. Section 2.2 Term and Time of Performance is amended to read as follows:

   This contract shall remain in effect until December 31, 2024

3. Section 2.6 Compensation is amended to read as follows:

   Increase the compensation amount by $42,500 for a total value of $486,900 set forth in Exhibit B.

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

EXHIBIT A

Docusign Envelope ID: 4E874323-2E06-4BEE-A1C0-E6DC0AAA8F8E

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

Town of Los Gatos:

DocuSigned by:
Laurel Prevetti
853FEEA2EB39479...

Laurel Prevetti, Town Manager

Approved as to Consent:

DocuSigned by:
Ryan Shafer
F58F4B83916B47D...

J. Ryan Shafer, PE, GE Principal, NCE

Department Approval:

DocuSigned by:
Nicolle Burnham
0E97831349644C3...

Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

DocuSigned by:
Gabrielle Whelan
EFD6738A5534428...

Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood
BF6EBCBE2C214F8...

Wendy Wood, CMC, Town Clerk

Docusign Envelope ID: 4E874323-2E06-4BEE-A1C0-E6DC0AAA8F8E

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on May 3, 2021 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") Nichols Consulting Engineers, ("Consultant"), whose address is 501 Canal Blvd., Suite I, Richmond, CA 94804. This Agreement is made with reference to the following facts.

I. RECITALS

1.1 Town desires to engage Consultant to provide services to provide design and construction support services for Shannon Road Repair Project (CIP No. 811-0008).

1.2 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 Town on April 26, 2021, 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 date of execution to December 31, 2023.

2.3 Compliance with Laws. Consultant shall comply apply the reasonable standard of care 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 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. 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 $444,400**, inclusive of all costs as described in Exhibit A. 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.

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, 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 Litigation Support. Consultant shall receive compensation for preparing for and/ or appearing in any litigation at the request of the Town, except: (1) if such litigation costs are incurred by the Consultant in defending its work or services or those of any of its sub-consultants or (2) as may be required by the indemnification requirements of the Consultant. Compensation for litigation services requested by the Town shall be paid at a mutually agreed upon rate and/ or at a reasonable rate for such services.

2.12 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. 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.

2.13 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: 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. 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 in respect to 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.

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 Mutual Indemnification. Consultant shall indemnify and hold harmless the Town, its officers, agents, and employees from any and all claims, suits, losses, pure economic damages, costs (including reasonable attorney's fees) and demands, administrative fees, penalties and fines imposed, and demands, including reasonable attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a part to this Agreement between the Consultant and the Town to the extent such injury, death or damage is caused by the negligence or willful misconduct of the Consultant or their respective employees, officers and agents.

Consultant agrees to the full extent permitted by law, to indemnify, defend, and hold harmless the Town, its officers, directors, and employees from and against any and all claims, demands, losses, penalties, fines and causes of action of every kind and character (including reasonable attorney fees) arising from or relating to Pre-existing Conditions.

3.5 Mutual Indemnification. Town shall indemnify and hold harmless the Consultant, its officers, agents, and employees from any and all claims, suits, losses, pure economic damages, costs (including reasonable attorney's fees) and demands, administrative fees, penalties and fines imposed, and demands, including reasonable attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a part to this Agreement between the Consultant and the Town to the extent such injury, death or damage is caused by the negligence or willful misconduct of the Town or its Consultant or their respective employees, officers and agents.

Town agrees to the full extent permitted by law, to indemnify, defend, and hold harmless the Consultant, its officers, directors, shareholders, employees, affiliates, and subsidiaries and their successors from and against any and all claims, demands, losses, penalties, fines

and causes of action of every kind and character (including reasonable attorney fees) arising from or relating to Pre-existing Conditions.

IV. GENERAL TERMS

5.1 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. Town and 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, 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 Prevailing Wages. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over $1,000 which are defined as a "public work" by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.

4.4.1 The applicable California prevailing wage rate can be found at www.dir.ca.gov and are on file with the Town of Los Gatos Parks and Public Works Department, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.

4.4.2 Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime, weekend and holiday pay, and shift pay must be paid pursuant to applicable Labor Code section.

4.4.3 The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violations identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

4.4.4 As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the Town, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

4.4.5 In addition to submitting the certified payrolls and related documentation to the Town, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.

4.4.6 No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

4.4.7 No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

4.4.8 Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the Town for any fines assessed by the California Department of Industrial Relations against the Town for such violation, including all staff costs and attorney's fee relating to such fine.

4.4.9 Town shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., Town may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

4.5 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.

4.6 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.

4.7 Dispute Resolution. Town and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

4.8 Force Majeure. Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, health crises, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

4.9 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

Nichols Consulting Engineers
501 Canal Blvd., Suite I
Richmond, CA 94804

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

4.10 Certifications /Warranties. Consultant neither makes, nor offers, nor shall Consultant be liable to the Town for any express or implied warranties with respect to the performance

of Services. Estimates of cost, approvals, recommendations, opinions, and decisions by the Consultant are made on the basis of the Consultant's experience, qualifications, and professional judgment and are not guaranteed. Consultant shall not be regarded as a guarantor with respect to any work product provided to the Town.

4.11 Third Party Reliance Upon Reports. All Consultant work products are prepared solely for use by the Town and shall not be provided to any other person or entity without CONSULTANT's written consent. Town shall indemnify the Consultant from and against any and all claims, liability, damages, actions or proceedings brought by any person or entity claiming to rely upon information or opinions contained in reports or other work products provided to such person or entity, published, disclosed or referred to without the Consultant's written consent.

4.12 Ownership and Retention of Documents. Reuse or modification of any such documents by the Town, without the Consultant's written permission, shall be at the Town's sole risk, and Town agrees to indemnify and hold the Consultant harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by the Town or by others acting through the Town.

4.13 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.

4.14 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, Town and Consultant have executed this Agreement.

Town of Los Gatos by:

DocuSigned by:
Laurel Prevetti 5/19/2021
853FEEA2EB39470...
Laurel Prevetti, Town Manager

Consultant, by:

DocuSigned by:
Greg Fasiano 5/13/2021
8E05CEC98BB5409...

Recommended by:

DocuSigned by:
Matt Morley 5/13/2021
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Matt Morley
Director of Parks and Public Works

DocuSigned by:
Ryan Shafer 5/13/2021
F58F4B83816B47D...
J. Ryan Shafer, PE, GE
Principal

Approved as to Form:

DocuSigned by:
Robert W. Schultz 5/18/2021
2FE0938555B744C...
Robert Schultz, Town Attorney

Attest:

DocuSigned by:
Shelley Neis 5/19/2021
B9666F65B1F34F6...
Shelley Neis, MMC, CPMC, Town Clerk

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NCE Collaboration. Commitment. Confidence.℠

April 26, 2021

Ms. Janice Chin, Assistant Engineer
Town of Los Gatos, Parks and Public Works Department

Proposal for On-Call Civil Engineering Services – TLG #20-811-0008 Shannon Road Repair

Dear Ms. Chin:

INTRODUCTION

NCE is pleased to provide the Town of Los Gatos (Town) our proposal to provide civil engineering services for the Shannon Road Repair Project (Project). As we lead the completion of the Geotechnical Alternatives Report (GAR) for this project we appreciate the opportunity to continue our work with the Town towards completing construction documents for stabilizing the embankment and roadway.

Based on our previous work at the site, the Shannon Roadway embankment has been experiencing ongoing slope creep and movement resulting in pavement cracking and localized failures requiring ongoing maintenance by Santa Clara County (County) and now the Town. This is mainly the result of colluvial and fill soils that are susceptible to slope creep and movement from an over steepened roadway embankment in combination with original fill materials used to construct the roadway likely not be compacted, keyed, and benched properly to current standards.

Given the severity of recent cracking and how quickly cracking occurred after prior maintenance, completing construction of this roadway repair is critical to prevent additional roadway damage and additional repairs and maintenance the current two stabilization alternatives presented in our Report to the Town include a (i) MSE wall in combination with soldier pile and lagging wall and (ii) soldier pile and lagging wall. Each of them addresses the site's unique geological conditions, site access, and general site constraints.

As an unplanned project receiving resources from the Town's capital improvement program, embankment stabilization also diverts resources from projects which are already planned. Furthermore, as a central thoroughfare for motorists and bicyclists in the eastern part of the community, Shannon Road provides access to a significant portion of the Town's residents. If the ongoing instability persists, it threatens the connection of this part of the Town with the rest of the community.

NCE has hand selected the right team to assist the Town with delivering the Shannon Road Repair Project as we have direct knowledge and experience with project site; excellent working relationship with the Town backed by the repeated ability to deliver; infrastructure, roadway, and pavement engineering design expertise; and a talented multidisciplinary team with innovative ideas for solving the challenges of this site. NCE's strength on this project is a carefully integrated and coordinated team with inhouse skillsets including civil engineering and pavement design that we supplement with long-time trusted teaming partners like **Cal Engineering & Geology** (geotechnical/structural), **Fehr & Peers** (traffic control), and **Mountain Pacific Surveys** (surveying).

Richmond, CA
501 Canal Blvd., Suite I
Richmond, CA 94804
(510) 215-3620

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Additionally, the NCE team will be led by proposed Project Manager, **Lee Taubeneck, PE,** who will be responsible for day-to-day project management. Lee brings extensive experience working on road widening projects in planning, design, QA/QC, ROW, utility, RFA and programming phases. Lee will be supported by **Ryan Shafer, PE, GE,** Principal of NCE's Richmond office. Ryan will serve as Client Sponsor and will provide project oversight. Ryan has a solid integrated civil and geotechnical background and is knowledgeable and experience with the Town's infrastructure. In short, by selecting NCE, the Town will benefit from existing working knowledge of the site our ability to start and complete the design of this project quickly, ability to introduce cost saving designs (e.g., recycling roadway materials in-place and avoiding utility relocation/conflicts with wall design and planned excavation depths), and decades of diverse and considerable engineering experience delivering these types of projects.

FIRM QUALIFICATIONS

NCE is a client-focused professional consulting firm integrating the disciplines of engineering, science, and planning to address the infrastructure and resources challenges facing our communities today and in the future. NCE has grown significantly in expertise and capabilities beyond its origin as a transportation research and pavement management firm working with the Federal Highway Administration (FHWA). NCE delivered civil engineering and pavement design services for scores of California municipalities. NCE is adept in delivering comprehensive civil engineering and pavement design projects. The NCE team provides the following benefits and distinguishing features:

- Familiarity with local regulations and working with the Town on capital improvement projects including the **Shannon Road Embankment Stabilization.**
- Knowledge and demonstrated pavement rehabilitation design expertise from designing thousands of local streets and roadways throughout California, Nevada and the West Coast.
- Highly qualified interdisciplinary team of professionals that have worked together on multiple projects involving conception, regulatory compliance and permitting, environmental documents, through design and construction monitoring.
- Technical resources with an in-depth understanding of sustainability, safety, community needs, and environmental constraints.
- Tailored approach with cost-effective strategies and practical solutions that promote cost savings, reduced construction disruptions/impacts, constructability, and that can be readily implemented.
- Responsive staff with proven experience in all facets of engineering, including applicable state and federal standards.

ORGANIZATIONAL CHART

Figure 1 below illustrates the structure and team we propose for this project, the roles and responsibilities of each team member as well as the communication/reporting relationships of the key staff in relation to the Town for this project. Qualifications summaries for key personnel are provided below and their focused resumes are included in Attachment A.

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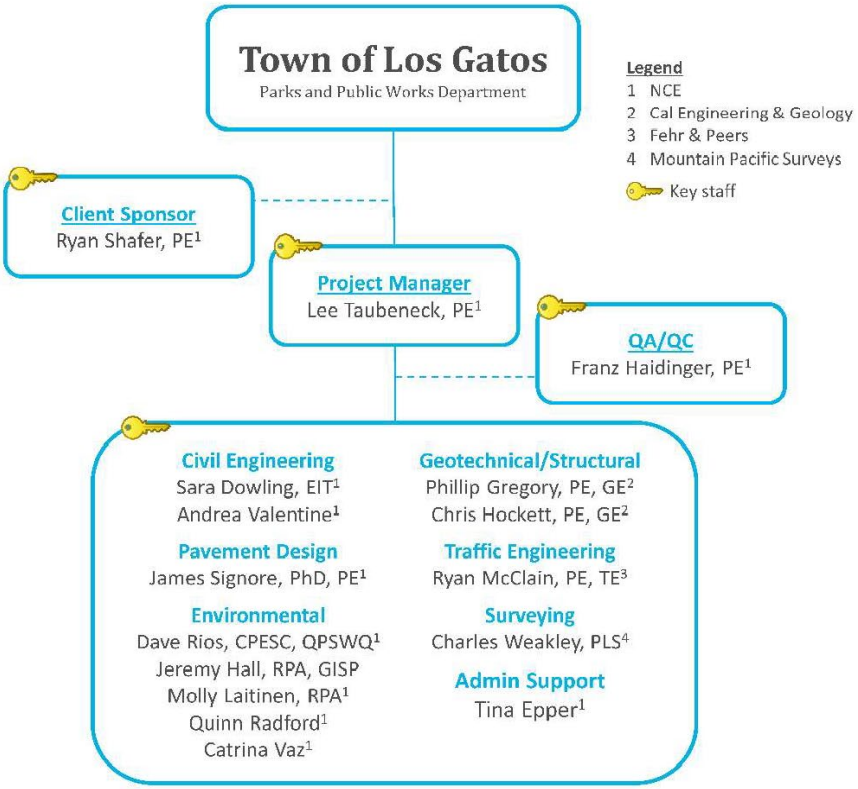

KEY PERSONNEL

Figure 1. NCE Team Organization

Qualifications summaries for each key team member are provided below and their focused resumes are provided in Attachment A.

Mr. Ryan Shafer, PE, GE, Client Sponsor. In this role, Ryan will be responsible for communicating with the Town and champion of allocating of resources. Ryan is an experienced Principal and Project Manager that is highly skilled in managing interdisciplinary teams of engineers, scientists, and planners for complex projects requiring civil engineering, geotechnical engineering, pavement engineering, structural engineering, transportation and traffic engineering, hydrology and hydraulics, coastal engineering, regulatory permits, technical studies and resource assessments, and environmental documents. In addition, he has managed and provided civil and geotechnical engineering on a wide range of public and private projects, including vertical development, municipal roads, trails, drainage infrastructure, landfills, public transit, recreation areas and parks, industrial facilities including refineries, and waterfront structures giving him an understanding of how to work with diverse project types. His clients provide feedback that NCE is an effective partner and steward, understanding what is important to each community. He is a registered civil engineer and geotechnical engineer with more than 22 years of professional experience.

Mr. Lee Taubeneck, PE, Project Manager. The NCE team will be led by Lee, who will be responsible for day-to-day project management and will also be a point of contact for the Town. Lee is a transportation professional with extensive experience in the development of expressways, freeways, roads, transit systems, multi-use paths, trails, sidewalks, streets, and

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highways. He has worked with public, private, and non-profit clients throughout California at both the local, regional, and State levels. He is an expert in transportation planning and design. He is a registered civil engineer with more than 37 years of professional experience.

Mr. Franz Haidinger PE, QA/QC Manager. Franz will be responsible for quality assurance and quality control on the deliverables developed by NCE. Franz brings a wealth of experience and expertise in civil and environmental engineering. He has lead engineering efforts in projects with civil design components such as pavement design for parking lots, curb and gutter layout, storm drain design, LID features like overland flow, bioswales, and small detention basins, grading, design of water services for irrigation and domestic water supply, and design of a sewer connections for future projects. The depth of his experience also includes the preparation of Drinking Water Source Assessments, SWPPPs, contaminated soil remediation, underground storage tank removals, permitting, operation and maintenance of groundwater treatment facilities and soil vapor extraction systems, and construction quality assurance. He is a registered civil engineer with 24 years of professional experience and currently serves as NCE's Chief Engineer.

Mr. James Signore, PhD, PE, Pavement Design Lead. James specializes in pavement design and evaluation, rehabilitation and maintenance, materials assessment, and training. He has experience in designing pavements for many local agencies, Caltrans, and for heavy vehicle loading applications for highways, airfields and ports. He has spent years researching pavement materials, having directed a state-of-the-art AMRL certified and Superpave mix design equipped research laboratory, and is well versed in state and local pavement practices and specifications. He has taught NHI's and ASCE's "Techniques for Pavement Rehabilitation" (including best practices for utility cuts and patches) seminars to practicing engineers for 20 years. He has also taught graduate courses in pavement engineering at San Jose State University and many of his former students are civil engineers at local agencies. Additionally, James is a Member of the Transportation Research Board Committee AFD70, Pavement Rehabilitation, AFD70-1, Pavement Interlayer Systems and the FAA Airport Pavement Technical Working Group. He is a registered civil engineer with 25 years of professional experience and holds a PhD in Civil Engineering.

Ms. Sara Dowling, EIT, Project Engineer/Pavement Design. Sara has been involved in design projects that include new intersection roadway, high-rise building foundation, airport taxiway pavement structure, spatial data analysis, and a green wastewater treatment plant. She was the fundraising chair for the Institute of Transportation Engineers and is currently a member of ASCE and Young Professionals in Transportation. Sara has experience in AutoCAD 3D, ArcGIS, MS Project, Technical Writing, Literature Review, EverFE, and C++.

Andrea J. Valentine, CADD Design. Andrea is a CADD drafter with nearly 40 years of experience providing layout and drawing of civil and structural plans, control lines, profiles, sections, and details based on engineers' sketches and markups. She works with engineers to provide lot line adjustment boundaries; develops, implements, and updates CADD standards; and sets up and maintains drafting records and documentation. Her program experience includes AutoCAD, Bentley Micro-station, and Microsoft Word and Excel. In addition to obtaining her BA, Andrea and has taken various drafting, graphic arts, solar design, technical math, cartography, natural sciences, and computer training courses at various San Francisco Bay Area colleges.

NCE Administrative Staff. NCE also has a team of administrative professionals that will support the strategic engagement task by developing graphics, and content for presentations or collateral material.

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SUBCONSULTANT KEY PERSONNEL

Mr. Phillip Gregory, PE, GE, Geotechnical Engineer. Phillip is an experienced geotechnical engineer and manager who has completed more than 150 transportation and water infrastructure improvement projects for public agencies over the past 20+ years. Phil's expertise is in the analysis and design of earth embankments and slope stabilization measures including geosynthetic reinforced slopes, and embankments, CIDH pile structures, segmental block retaining soldier pile and lagging walls, soil nail retaining structures, light weight fill, and slope dewatering systems. Phillip is an experienced Caltrans-based specification writer and estimator of earth construction costs. Phillip managed the majority of the federally-funded storm damage repair projects that were completed by CE&G in 1993, 1998, and 2006. He is a registered civil engineer and geotechnical engineer with 33 years of professional experience.

Mr. Chris Hockett, PE, GE, Structures Design. Chris has expertise in managing geo-civil-structural design projects that involve the preparation of plans, specifications, and engineer's estimates, (PS&E) for roadway stabilization projects. Chris has designed stitch piers, retaining walls founded on deep and shallow foundations, mechanically reinforced embankments, segmental retaining walls systems, and tieback retaining walls on roadways for Cities and Counties throughout the Bay Area. Some of his recent roadway stabilization experience includes the structural design of a 300 foot long stitch pier system along Foothill Boulevard in Sunol and a 200 foot long soldier pile and wood lagging retaining wall with tieback anchors along Rifle Range Road in Richmond, and the geotechnical design of over 1,000 linear feet of stitch piers, and soldier pile and lagging debris walls and retaining walls along the award winning 1.7 mile long George Miller Regional Trail between Martinez and Port Costa. He is a registered civil engineer and geotechnical engineer with 13 years of professional experience.

Mr. Ryan McClain, PE, TE, Traffic Handling & Detours. Ryan has worked in the transportation planning and engineering field since 2001. Focusing on multi-modal transportation design and analysis, Ryan provides alternatives development and assessment and transportation engineering design for complete streets projects ranging in size from single intersections to complex multi-jurisdictional corridors and master plans. Ryan works closely with agency staff, stakeholders, and the community to develop engineering solutions that work for all users. Ryan leads Fehr & Peers' companywide Complete Streets Design group is the vice chair of the international ITE Complete Streets Council. He frequently teaches courses on complete streets design, including recent classes for MTC throughout the Bay Area and lectures at UC Berkeley for the pedestrian/bicycle graduate class. In addition to his project roles, Ryan serves as the Office Leader for Fehr & Peers' Walnut Creek office, where he is responsible for overall office strategy and client relations. He is a registered civil engineer and traffic engineer with more than 20 years of professional experience.

Mr. Charles Weakley, PLS, Surveying. Charles is the President and manager in charge of all land survey work undertaken by Mountain Pacific Surveys and our aerial mapping company, Aerometric Surveys. His experience in land surveying includes photogrammetric control, precision as-built surveys, G.P.S. and cadastral surveys, boundary determinations and right-of-way calculations, topographic mapping, aerial photogrammetry, and construction layout of hundreds of subdivisions, roadway, commercial, and utility projects. Charles is responsible for all aspects of project administration, including contract negotiations. He is a professional land surveyor with 27 years of professional experience.

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PROJECT UNDERSTANDING AND PREVIOUS WORK

Having been called upon by the Town along with our geotechnical partners CE&G for the initial investigations of Shannon Road distress, NCE has extensive knowledge and understanding of the project. In early 2020, as downhill creep began to accelerate, we were called by the Town. The team completed extensive field research, reconnaissance, field borings, and laboratory analyses to enable site characterization. The *Revised Geotechnical Alternatives Report (*RGAR, CE&G, December 2020*)* was the culmination of these investigations and prepared two feasible alternatives and cost estimates.

Two probable landslides were identified by our investigations along the Road segment **(Figure 2)** composed of quaternary colluvium. The observed colluvium fills more gently sloped swales that have been mapped as probable landslides of uncertain age by the CGS and the Town. The colluvium swales are interpreted to be dormant landslides. The colluvium is composed of sandy lean clay with and without gravel, and silt/ lean clay with sand. The colluvium was found beneath the Road prism and above the bedrock (siltstone). The Report correlates the two dormant slides with the thicker portions of the fill/ colluvium above the bedrock, or roughly between stations 6+35 to 7+48, and stations 3+00 to 4+25.

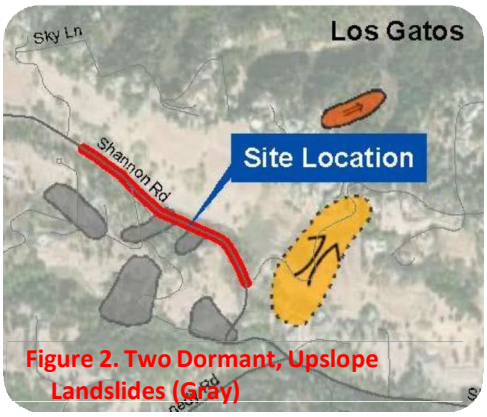

Figure 2. Two Dormant, Upslope Landslides (Gray)

The Town acquired title to the Road in 2017, in what at the time was determined to be a State of Good Repair. The outboard side of the Road segment is composed mostly of artificial fill. Given the vintage of the Road, it is likely that the embankment was not compacted to current standards, leading to settlement of the fill.

The former owner had been addressing settlement and cracking for several decades. Routine maintenance of the roadway consisted of HMA overlays to relevel the driving surface. The result was a thick structural section of AC pavement on the westbound or downhill side. The added mass of repeated overlays on the outside lane of the Road may have exacerbated the distress and failures over time.

The final overlay of the roadway prior to ownership transfer included polyurethane foam injection within the area of historic cracking and settlement, along with a 2.5-inch to 3-inch pavement overlay. Post-ownership transfer, settlement has not only continued, but accelerated. The steepened embankment of fill and overlying colluvium and likely lack of proper compaction, keying, and benching of fill materials appear to be involved in long term creep of the Road embankment. The RGAR concludes that sliding of the Road segment is locally incipient based on the increased rate of movement within the last few years, especially for the outboard (downhill) portion of the Road prism. Although minimal groundwater was encountered during the field investigations, soil saturation from precipitation could also be contributing to sustained creep downslope.

The RGAR completed by the NCE Team presents two viable alternatives and cost estimates for stabilizing the Road embankment. Either alternative establishes a structure outside the westbound (downhill) portion of the Road prism connecting them through the Road prism to help buttress the Road. One alternative proposes the use of tie-backs (soldier pile with lagging) to apply compressive forces against the Road prism, and the other uses geogrid fabric (MSE wall). During preliminary engineering the preferred alternative will be selected and confirmed with the Town based on available ROW, costs, traffic impacts, and environmental constraints. The current recommendation is the solder pile and lagging wall

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system that is less costly and disruptive allowing for one lane of traffic to remain open during construction depending on final design and construction means and methods.

KEY ISSUES AND OPPORTUNITIES

NCE has identified several key issues and opportunities based on extensive knowledge of the site conditions, investigations, and alternatives report. The NCE team experience delivering similar projects for other public agencies affords the Town confidence that we can meet whatever challenges present themselves for the Shannon Road project. A photo of one of our successful projects is shown in **Figure 3.**

Figure 3. Soldier Beam and Lagging Retaining Wall, Bailey Road, Pittsburg

CONSTRUCTION COST

As the downslope creep and repair of the Road was unexpected and not included in the Town's capital improvement plan, managing capital costs for construction must be considered a major issue and opportunity for reducing costs. Under planned circumstances the Town could entertain addressing Road conditions with a sufficient budget. Instead, it must consider using reserve funds and postponing other needed improvements to stabilize the incipient slope movement.

The NCE team as part of this proposal and our design approach has identified the following approach to managing and reducing construction costs below the current preliminary cost estimate that we developed:

- The inner lane exhibits less distress and is fair to good condition and suitable for use of conventional mill and overlay treatments to reduce current preliminary pavement reconstruction costs from $100/sy to $20 to $25/sy.
- To prevent pavement distresses in the thickened asphalt section in the outer lanes from reflecting back up through the new pavement section and to allow the existing valuable asphalt to be recycled in-place, based on our experience and speaking further with a pavement recycling contractor, we recommend pre-milling at least the top 4- to 6-inches of the roadway to allow a Full Depth Reclamation (FDR) reclaimer to penetrate through the bottom of the very thick AC. Then the reclaimer can pulverize the existing roadway materials and recompact in-place, and then place a new 4- to 6-inch HMA wearing course. This approach will reduce the current preliminary reconstruction cost by 40 to 50% with a cost of $50 to $60/sy.
- Working around existing utility poles is another example of accomplishing the work for less cost not to mention less time to coordinate with PG&E and telecom utilities. While there are advantages to clearing utility poles from the face of the embankment to maintain consistent earth

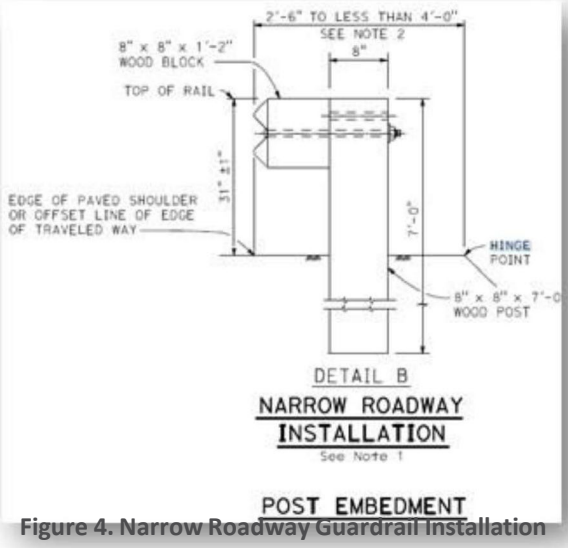

Figure 4. Narrow Roadway Guardrail Installation

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pressures against the slope, earth pressures can still be maintained with a gap in the wall by bridging the gap with a grade or cantilever beam.

- Maintaining the existing roadway width, drainage patterns, and elevations to the extent possible will reduced the need for roadway cuts into the hillside, maintaining work within ROW, and less construction and materials costs.
- Another potential cost savings will be to place guard rail as close to the inside of the soldier piles as possible again to maintain the existing road prism as much as possible and within existing ROW. **Figure 4** reflects just such an installation with a narrow roadway installation.

TRAFFIC HANDLING

Either as a detour or with one-way traffic control, maintaining eastbound and westbound traffic around or through the construction site will require careful coordination. Connections for power supply to traffic signals are often a constraint in working these situations. Our solution builds off our successful engagements with Fehr & Peers in the past on stabilization projects such as Via Verdi in Richmond. For the soldier pile and lagging alternative, the installation of 2 temporary traffic signals and a protective barrier will allow travelers to pass east or west with minimal queuing or delay. The power supply will be provided either by solar or conventional, low-noise generators. On the east, the temporary signal will be established at the intersection with Santa Rosa Drive. On the west, the temporary signal will be established at Diduca Way. Advance warning signs will be used to notify approaching vehicles of charges well in advance. A protective barrier in the form of either k-rail, sand barrels or water filled segmental barriers will be established on the outboard side of the centerline to inhibit the incursion of vehicles into the active work zone (cf. **Figure 5**).

Figure 5. One Way Traffic Control, Rifle Range Road

The soldier pile and MSE wall alternative will require the complete closure of the Road segment to allow for placement of the geogrid fabric. The solution here is a traffic detour either be set up along Kennedy Drive or along the combination of Hicks Road and Blossom Hill Road. As this out-of-direction travel will on average increase travel time by 10 minutes, more extensive public outreach will be needed in comparison with the soldier pile and lagging alternative to encourage public cooperation.

RIGHT OF WAY

The current vertical drop-off on the downhill side of the Road ranges from 3 to approximately 20 feet with a slope of 1.5 (V) to 1 (H). In its current condition, the downhill slope is steep and a potential hazard for motorists. While channelizers and signs reflect the nature of the hazard, the risk has been present for several years. Consequently, the installation of guardrail is recommended for consideration. This will increase the width of the Road prism, add a bid item to the engineers estimate, and may have ROW implications. Also, the limits of public and private property lines in the RGAR were placed using parcel maps provided by the Town (cf. **Figure 6**). Several indicate that the current road may extend into private property, which would

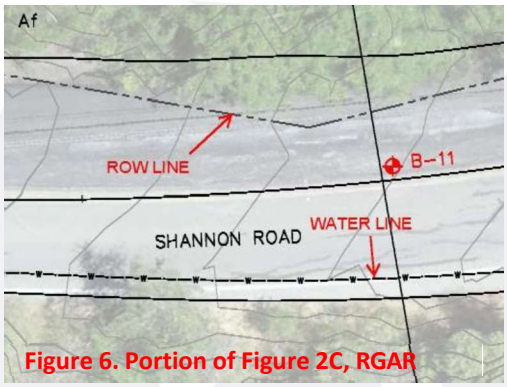

Figure 6. Portion of Figure 2C, RGAR

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be unusual for a public roadway and will be further confirmed by ROW mapping during completion of topographic surveys. This will be important to confirm as work outside Town ROW can be time consuming to coordinate with outside stakeholders/property owners, particularly if ROW acquisition is required.

Our solutions for these ROW challenges are varied and multiple. First, we will refine the parcel maps provided by the Town with a topographic survey. For this reason, the topographic survey is included in the proposed schedule as one of the first items of work.

Next, we will complete a review of available Town data regarding collision records or accidents within this section of roadway. Perhaps, if little to no accidents or collisions have occurred, it may be possible to use a combination of reflectors, signs, and delineation to provide sufficient warnings that can avoid guardrail placement.

Finally, it is possible to erect the guardrail as a vertical extension of the MSE or soldier pile wall. If we find that ROW is indeed constrained, we can use this to shorten the horizontal dimensions of the project.

UTILITIES

A water line is known to exist along the inside, eastbound travel lane. Our current assumption and approach to scoping this project is that this water line can be sufficiently located and roadway rehabilitation and repair methods can be completed to avoid conflict, lowering, or relocation of this waterline to reduce design and construction costs and additional coordination with the San Jose Water Company. If conflict cannot be avoided additional scope for utility coordination and design consideration will be required.

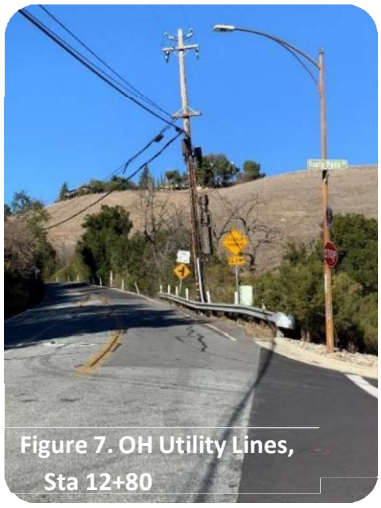

Figure 7. OH Utility Lines, Sta 12+80

Overhead electric and telecommunication lines as shown in **Figure 7** are also apparent above the Road, which will require consideration during development of construction documents and during construction as to the types of equipment and coordination needed by contractor working next to these facilities.

Utility locations will be developed based on utility as-builts and record maps as well as use of ground penetrating radar (GPR) for improved accuracy on the depth of the water line below ground surface. Also, if required we will specify the use of low-overhead construction equipment working next to overhead lines.

CONSTRUCTION SCHEDULE

The current estimated number of working days for construction, excluding bid award, negotiation, and mobilization, is likely greater than 60 days. With an notice to proceed for design in March and design not be completed until late Summer this places construction in the fall and early winter months. We will discuss the project schedule with the Town at the Kickoff meeting and discuss which tasks can be processed in parallel during preliminary engineering and design to enable earlier PS&E delivery and subsequently earlier advertisement and mobilization dates. We will also evaluate the potential to complete the project during the rainy season depending regulatory, construction, and other site constraints.

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KEY ASSUMPTIONS

In order to deliver the most cost-effective design strategy for this project, we have formulated the following key assumptions:

TOWN'S RESPONSIBILITIES

NCE has assumed that the Town will be able to provide the following to the extent available:

1. Provide information regarding Town-owned utilities (i.e., sanitary sewer and storm drain).
2. Provide project requirements, including design schedule, budget, constraints, and criteria.
3. Provide review and approval of exceptions to geometric roadway design standards when appropriately documented with collision records, cautionary signage and delineation, and guardrail placement.

TOPOGRAPHIC SURVEYING, BASE MAPS, AND RIGHT-OF-WAY

1. A topographic survey will be completed along the subject section of Shannon Road to establish a base map sufficient for developing civil design plans. This will also include record data location of the existing right-of-way for the mapping corridor.
2. It is assumed that all improvements will be completed within existing Town ROW. If based on title report review and ROW mapping the private parcel adjacent to the proposed project improvements is found to encroach into the roadway we have included additional ROW engineering services as part of optional Task 5B.

UTILITY COORDINATION AND LOCATION

1. Assumes that utility poles on the uphill side of the alignment will not be impacted or relocated by the project. Further, it assumes that poles on the downhill side of the alignment can be bridged around by either the MSE Wall or Soldier Pile and Lagging Wall.
2. NCE will prepare and distribute utility notification letters to collect facility maps and as-builts, confirm utility planned work, and notify utilities of the Town's proposed slope stabilization project. NCE will prepare and distribute a second round of letters including utility location information based on ground penetrating radar (GPR) that is provided for the subject street section to solicit feedback and need for utility relocation or adjustments.
3. Low hanging overhead utility lines will be considered in construction documents as needed.
4. Regarding the water line beneath the eastbound lane within the project limits, beyond obtaining as-built records from the San Jose Water Company, NCE will conduct a ground penetrating radar survey to determine water line depths below grade. Traffic control for completing GPR to be provided by the NCE. In the event the MSE and Soldier Pile Combination Wall is selected as the preferred alternative, we assume that temporary supports during excavation for the geogrid fabric will enable continued operation of the water line in-situ.
5. No known utility covers or manholes are present along the alignment within the project limits.
6. For the purposes of this scope of work it is assumed that utility relocation or lowering is not required.

PAVEMENT TESTING AND DESIGN

1. Pavement design will be based on Caltrans Standards with a combination of supplemental coring, laboratory testing of subgrade, and pavement condition surveys.
2. Pavement coring will be performed with spacing criteria and bulk samples as follows:

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a. Up to two pavement cores will be obtained approximately every 750 feet within the eastbound lane (inner lane) to estimate the pavement section thickness, as previous geotechnical exploratory borings were located within westbound (outer lane) only.
b. Up to two bulk samples of subgrade for laboratory testing will be obtained.

3. Base repairs will be measured in length and width for the eastbound lane only to advise for the case if the soldier piles with lagging alternative is selected. It is the intent that base repair quantities will be for bidding quantity purposes only and that actual locations will be marked by NCE with the Town's inspectors prior to construction.
4. A no-fee encroachment permit will be pulled with the Town for all pavement testing if required.
5. A half-day of traffic control for pavement coring will be provided by NCE.

TRAFFIC STRIPING

1. Final traffic signing and striping is assumed to match existing striping, any revisions will be reviewed with the Town.
2. A review of SWITRS data including the most recent available 3-year continuous record of accidents within the project limits is included as part of this scope.

TRAFFIC HANDLING PLANS

1. In the case of selecting the combined MSE wall and soldier pile wall with lagging, traffic handling plans in the form of detour plans will be prepared assuming full Road closure. In the case of selecting the soldier pile with lagging wall alternative, the traffic handling plans will assume one-way traffic control with temporary traffic signals. In either case draft traffic handling plans will be submitted as part of preliminary engineering to the Town traffic engineering group for review and comment.

DRAINAGE

1. No major drainage improvements are assumed for this project requiring significant stormwater drain and pipe alteration and/or reconstruction.
2. The project will, to the extent possible, and within the context of proposed stabilization address visible drainage issues including structural backfill. However, it should be noted that no existing drop inlets or paved ditches exist within the Road segment.

ENCROACHMENT PERMIT

1. NCE will apply for no-fee Town encroachment permits for all field work, including pavement coring work, if required.

BID PACKAGE

1. NCE has assumed for the purposes of developing bid packages the following:
   Shannon Road Embankment Stabilization Project –Bid Winter 2021/22.

CEQA DOCUMENT

1. The documentation required for CEQA is assumed and judged based on current information and planned roadway repair project to be a Categorical Exemption.
2. If for any reason the project does not qualify for a Categorical Exemption or new information arises indicating the presence of critical habitat or historical/tribal resources within or adjacent to the project, NCE can prepare and provide support for CEQA compliance, additional technical studies, and/or regulatory permits for additional scope and fee.

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SCOPE OF WORK

TASK 1 – PROJECT MANAGEMENT

This task will include an initial kick-off meeting and progress meetings to update the Town with the results of studies and the development of contract documents. Regular meetings afford direction and feedback from the owner which are invaluable in navigating the multitude of decisions needed for successful project selection and implementation. Microsoft TEAMS software will be used to allow the seamless sharing of information and for virtual meetings . Agendas will be provided in advance of the meetings. A summary of meeting notes and action items will be provided after each meeting along with decisions reached and schedule updates. In keeping with the Town's *Agreement for Consultant Services*, progress reports and invoices will be submitted monthly.

NCE's Project Manager will arrange a Kick-Off Meeting with the Town to initiate work on the project. The objectives of the Kick-Off Meeting will be:

- Review of the Scope of Work
- Establish Lines of Communication
- Confirm Deadlines
- Establish Project Schedule and Milestones
- Define Design and Operation Criteria.

Whether a simple preventive maintenance project or a complex reconstruction project, it is critical to establish effective lines of communication with, and coordination amongst, the various stakeholders from the start to ensure the delivery a high-quality project within budget and on schedule.

In addition to Town staff (Engineering, Maintenance, etc.), NCE will research and coordinate, as-needed, with other agencies such as PG&E, AT&T, Verizon, Comcast, San Jose Water Company, etc., to identify any potential conflicts, requirements, or design issues early to help minimize delays (and costs) later in the design process or during construction. At the Kick-Off Meeting, key deliverables for each Task and the Project Schedule would be reviewed and adjusted accordingly to meet Town needs.

NCE is very sensitive to construction costs, particularly the volatile price of materials, which have affected the scope of many similar projects. In order to keep the Town aware of overall project costs, NCE will begin developing Preliminary Engineering Cost Estimates as soon as we have developed our engineering design recommendations to closely monitor any potential funding issues, which may develop.

Throughout the project, NCE staff will be available to attend regularly scheduled progress meetings with the Town, to maintain good communications, to offer up efficiency and reduce the number of design review and coordination meetings. Therefore, we have assumed up to three (3) meetings. The purpose of the progress meetings will be to identify and resolve any design or funding issues that may surface in a timely manner, present design alternatives and recommendations to Town staff, and continue coordination with project stakeholders as necessary.

NCE will also prepare exhibits for Town outreach and Council meetings. Up to two outreach meetings and 2 Council meetings are included in our scope with up to 2 exhibits for each meeting. If attendance at additional exhibits or meetings is necessary, they can be added to the scope for an additional fee.

Deliverables:

- Project schedule
- Meeting agendas and summaries

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- Monthly progress reports and invoices
- Project schedule update
- Exhibits for public outreach and Council meetings.

TASK 2 – PRELIMINARY ENGINEERING

Preliminary engineering gathers data needed to prepare roadway and structural designs and develop construction documents including design data gathering, topographic surveys and ROW information, seismic survey and geotechnical design, utility location and coordination, pavement design, and environmental.

TASK 2A – DESIGN DATA GATHERING

NCE will review relevant available data and records from the Town, public and private utility providers, and other sources that may be appropriate to support the preparation of project contract documents. These may include, but are not limited to, the Town drainage structure inventory maps, aerial photographs of the Town; as-built Road improvement and infrastructure plans, striping and markings, as-built plans from utility providers, including any preliminary plans for future work that may conflict with this project. Along with the maps previously used with the phase 1 investigation, the gathered information will be compiled and included in the base map used for design. Based on our review we will identify any data gaps or missing information and provide this information to the Town for review and discussion. NCE will also confirm with adjacent County of Santa Clara property if encroachment permits are required to conduct proposed work.

Subsurface moisture beneath roadways is known to reduce the useful life of the pavement placed above. Currently, there are no known culverts for this segment of Shannon Road. Consequently, drainage occurs by sheet flow based on road superelevation and crown. While it is possible to insert a culvert through both the lagging of a soldier pile and an MSE wall without compromising wall integrity, a less expensive option is the employment of a roadside ditch or vee channel.

A brief review of existing drainage conditions will be reviewed with the Town and if drainage improvements are required beyond existing drainage facilities will be incorporated into the design.

Deliverables:

- Drainage technical memo.

TASK 2B – TOPOGRAPHIC SURVEY & ROW

NCE's Project Surveyor will complete monument/control recovery, field investigation and field surveys sufficient to prepare a design level topographic mapping product for the portion of Shannon Road beginning approximately 100 feet westerly of Diduca Way and extending to approximately 100 feet southerly of Santa Rosa Road. The mapping corridor will begin at a point approximately 5' from the edge of pavement on the southerly (upslope) side and extend to approximately 30 feet northerly of the northerly (downslope) edge of pavement.

The final topographic base sheet shall be compiled at 20 scale with a 1' contour interval and include cross sections/spot elevations at an approximate 50' interval. The topographic data to be collected is more specifically defined as:

- Cross-sections at 50' intervals, along with additional spot elevations as required to define the road alignment and grade, as well as the slope/bank. Typically, the cross section will include top or toe of banks, ditches, edge and centerline of pavement, and grade breaks.

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- Surveyed locations for significant surface features, such as pavement or concrete, driveways, striping, fences, surface utilities, trees (over 4-6" in diameter on tree survey requirements), signs, utility poles, and streetlights will be included. Sanitary and storm drain structures will include rim elevations, invert elevations, pipe size & direction for all accessible structures within the mapping limit.
- Location of all recovered street monumentation within the mapping corridor (for preservation and Record ROW purposes).
- Location of underground utility locator markings.
- Provide a finish drafted topographic survey in AutoCAD Civil3D, including a dtm surface.

Based upon a combination of record data and any monuments collected during topographic surveying, NCE's surveyor will calculate and show the record data location of the existing ROW for the length of the mapping corridor. Additionally, our surveyor will calculate and show the location of each adjoining parcel lot line from record data (assessor's parcel data, record mapping and apparent lines of occupation).

Horizontal and vertical datums shall be based upon the Town of Los Gatos survey network control.

Note: This scope does not include the preparation of legal descriptions for any easements that may be necessary to facilitate construction of the work. If work extends beyond existing Town ROW, our surveyor can provide this for additional scope and fee.

Before the survey can be made, an encroachment permit will be completed with the Town if required for traffic control, which is assumed to be provided by the Town as previously done for cost savings.

Deliverables:

- Topographic survey file
- Tree location survey file (> or = 4-6")

TASK 2C – SEISMIC SURVEY AND GEOTECHNICAL DESIGN

An essential component of accurate retaining wall design includes depths-to-bedrock. The depth to competent material directly impacts the design height and corresponding cost of the retaining wall. Exploratory borings are widely spaced and located several feet from the edge of the embankment where the retaining wall will be located. The result is a depth to bedrock profile that is interpolated both laterally and longitudinally. Assumptions based on the interpolation may result in a retaining wall that is over-designed or subject to potential changed conditions claims.

A geophysical seismic refraction survey **(Figure 8)** could be effectively used to more clearly identify the depth to bedrock along the downslope edge of the roadway. This additional information will fill in the gaps between the geotechnical borings and provide a continuous geologic profile showing the ground surface and the depth to competent material.

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This study will allow accurate development of the *Geotechnical Design Report*. This report will include all the calculations and dimensions needed to complete the structure design of either the combination MSE and soldier pile wall or the soldier pile and lagging wall.

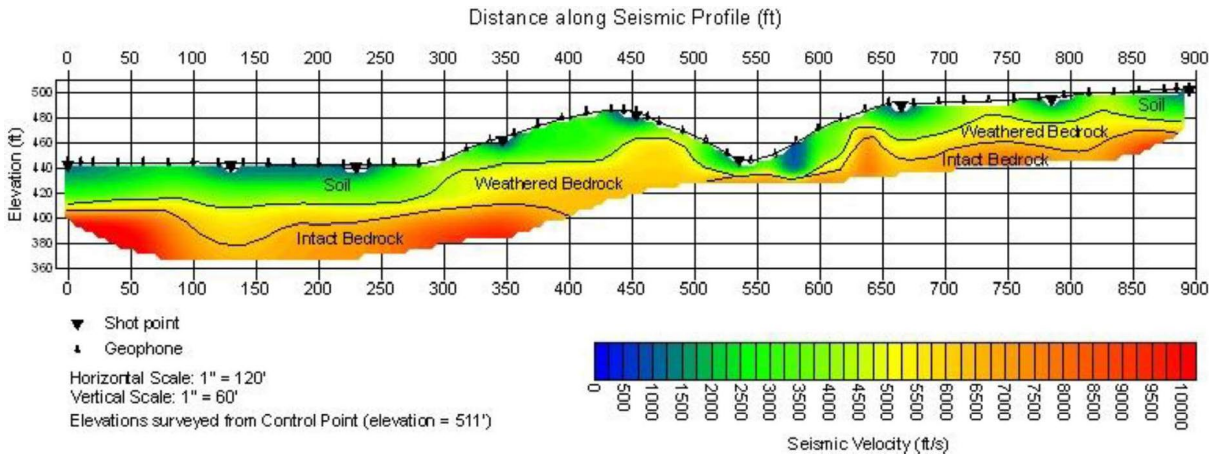

Figure 8. Determining Depth-to-Bedrock Using Seismic Velocity Contours, Bailey Rd, City of Pittsburg

Deliverables:

- Seismic Refraction Survey – including seismic velocity tables and contour drawings
- Geotechnical Design Report – including structure calculations.

TASK 2D – UTILITY LOCATION AND COORDINATION

NCE will coordinate with utility agencies early in the design process to help avoid potential construction delays and unnecessary disruptions to public services. Known utilities along this stretch of Shannon Road include both San Jose Water Company and PG&E. At least one telecommunications company is also present along the poles located on the uphill (eastbound) side of the Road. Initial contact with PG&E will enable identification of which telecom provider(s) occupy space on the PG&E poles.

Utility coordination will be a critical item to keep utility providers informed about the project and schedule. One of the first and earliest items that NCE will complete is reaching out to our contacts with PG&E and San Jose Water Company by telephone. This will be followed up by sending notification letters to applicable utility providers along with a preliminary project schedule for design and construction. We will also request utility as-builts and record drawings. This will allow utility providers to plan maintenance on their facilities prior to a moratorium during construction.

NCE will also carefully document all utility coordination notifications, emails, conversations, and meetings with utility contacts and information in a matrix format with dates of contacts and mailing detailed in this matrix. Follow-up calls will be made for each of the above notifications to confirm receipt. NCE will also keep the Town informed of any project delays related to utilities.

While the overhead utility poles themselves are located off the traveled way, lines strung between the poles cross over the Road prism itself. Consequently, drilling and excavation equipment associated with construction will need to be cognizant of these low overhead-lines and protect against line strikes.

The RGAR reflects the location of a water main along the inside (eastbound) travel way for the entire length of the Road segment. Although San Jose Water Company may have as-built information about this

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water line, our scope includes a ground penetrating radar (GPR) survey to enable improved location accuracy below existing grade.

Using GPR, NCE's utility locator will field locate u tility alignments and depths for utility mains and laterals to the extent that GPR methods can detect utilities. If GPR cannot establish utility alignments and or depths, potholing may need to be completed for additional scope and fee. GPR along utility mains will be marked at various locations along the subject street section, and the accuracy for the electronic depths will depend on the soil conditions and utility material. Traffic control will s be provided by NCE's utility locator.

Neither milling and overlay of HMA nor drilling of tie-backs are expected to come close to contacting the water line, however selection of the MSE alternative plus soldier pile wall alternative could expose the water line as a result of geogrid placement.

Deliverables:

- Utility notification letters
- Utility contact matrix
- Marked utility depths and alignments and data.

TASK 2E – PAVEMENT DESIGN

NCE will perform a pavement condition survey of the travel lanes based on visible distresses. Pavement condition surveys serve the purpose of further refining the appropriate rehabilitation/reconstruction strategy in relation to the distress caused by downhill creep of the Road prism and traveled way.

This condition survey will generally note the presence of load related and environmental distresses, such as alligator cracking, longitudinal and transverse cracking, rutting, patches and utility cuts, distortions and depressions as they pertain to developing appropriate pavement treatments. In addition, potential base repairs will be identified in the condition survey. Base repairs will be marked in the field on the pavement in white paint, numbered, and verified prior to construction.

NCE will collect up to four (4) pavement section core samples (4" – 8" diameter cores) in the eastbound lane (inner lane). These will supplement the 13 borings already sampled in the westbound lane. For each core sample, NCE will measure and record the thickness and material type of each layer encountered in the pavement structural section, including the presence of any pavement reinforcing fabric. A half-day of traffic control by NCE is provided in our cost estimate for this subtask.

Bulk samples of subgrade will be obtained in support of structural section design. We will collect bulk samples of subgrade materials at the core locations for laboratory testing such as R-value, moisture content and Atterberg Limits (plasticity index) determinations. Our current fees assume 2 bulk samples will be obtained for testing. The thickness of aggregate base (AB) will be measured at all core locations.

Using the data obtained from the 4 supplemental corings, the laboratory test results from these samples, the 13 original borings and their laboratory data, NCE will perform pavement analysis and design services, and develop pavement rehabilitation and reconstruction recommendations for both the westbound and eastbound traveled lanes and shoulders. NCE will perform its analysis in accordance with the Caltrans Highway Design Manual.

NCE will develop pavement structural section recommendations expressed in the form of a Traffic Index (TI) that will be provided by the Town. NCE will develop recommendations including, but not limited to, the following:

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- Reconstruction
  - Hot Mix Asphalt (HMA) over AB
  - Full Depth HMA
  - FDR
- Conventional Hot Mix Asphalt (HMA)
- Rubberized Hot Mix Asphalt (RHMA)
- Alternative rehabilitation methods if feasible (in-place recycling, mill & fill treatments, etc.)
- Locations and treatments of failed pavement sections (base repairs)
- Full-width milling and wedge grinding requirements.

NCE will then summarize its recommendations in a pavement design memorandum to the Town that, at a minimum, will include the following:

- Results of pavement condition surveys, coring, and laboratory testing
- Description of testing procedures and analysis performed for the project
- Recommended alternatives for rehabilitation and reconstruction.

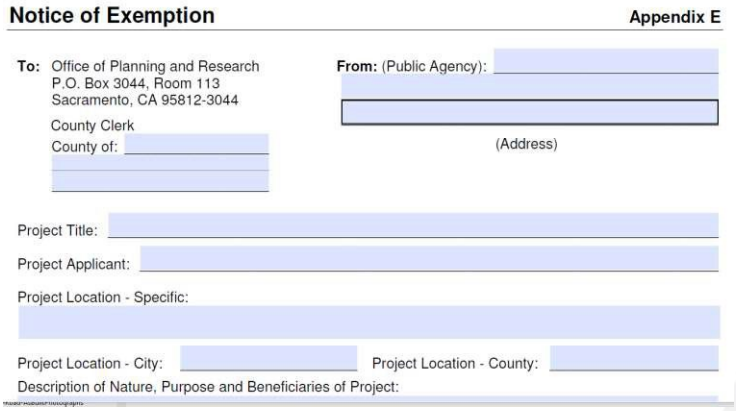
NCE will submit two (2) copies of its draft technical memorandum to the Town for initial review. Upon receipt of any comments from the Town, NCE will then prepare its final technical memorandum, which will be signed and stamped by NCE's Pavement Engineer. Two (2) copies of the final technical memorandum will then be provided to the Town reflecting any comments on the draft technical memorandum. NCE will also develop an encroachment permit application for the coring work.

Deliverables:

- Encroachment permit application – traffic control provided by Town for pavement coring
- Draft and Final pavement Technical Memorandums.

TASK 2F – ENVIRONMENTAL (CEQA CATEGORICAL EXEMPTION)

Projects that are subject to the discretionary approval of a government agency must comply with California Environmental Quality Act (CEQA) regulations and procedures. Based on our experience fulfilling CEQA requirements for roadway repair projects of similar nature, this project will likely qualify for a Categorical Exemption as described at California Code of Regulations in Article 19, Section 15301 – Existing Facilities or Article 19, Section 15302 – Replacement or Reconstruction.



Notice of Exemption Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of:

From: (Public Agency):

(Address)

Project Title:

Project Applicant:

Project Location - Specific:

Project Location - City: Project Location - County:

Description of Nature, Purpose and Beneficiaries of Project:

Figure 9. California's OPR's Notice of Exemption Form

A visual assessment of the project area will be conducted, databases will be reviewed, and the project area will be assessed for exceptions to the CEQA exemptions per CEQA Guidelines Section 15300.2. Factors related to the potential for exceptions to be documented in the administrative record include biological resources, historic resources, hazardous waste lists, State scenic highways, flood hazard areas, and fault zones. NCE will prepare an administrative record supporting the determination for the Town's files . NCE will then prepare a Notice of Exemption (NOE) form **(Figure 9)** for the Town to review, sign and file with the County Clerk. Whereas the project is

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not of regional significance and there are no State responsible entities, there is no need to file with the State Clearinghouse.

The Categorical Exemption will be supported by an administrative record that includes brief biological and cultural resource technical memoranda. Based on preliminary database research, the project area contains no critical habitat for federally listed special status plant or animal species. However, three special status plant species have current ranges that overlap the project area, according to the US Fish and Wildlife Service. While we believe the potential is low for these plants to occur within and adjacent to the roadway, our proposed reconnaissance-level survey will confirm this assumption, and our findings will be presented in a tech memo and described below.

The biological resources technical memorandum will include a database review and a reconnaissance-level field survey. Additionally, in support of a potential tree removal permit application and during the reconnaissance-level field survey, NCE will also identify tree species greater than 4 inches in diameter (as collected by our surveyor during topographic surveys) that may require trimming or removal. The results of the field survey, relevant field observations, and findings will be presented in a biological resources technical memorandum.

NCE assumes the tree trimming and removal can be completed per Section 26.10.063 of the Town's municipal code for removal required for Capital Improvement Project, repair of a geologic hazard, and/or interferes use of pavements. A tree removal permit application will be completed and submitted to the Town for review.

The cultural resources technical memorandum will present the findings of a record search request from the Northwest Information Center and a brief pedestrian survey. Given NCE's experience with small road rehabilitation projects and the location of the present project on steep slopes, away from perennial water sources, the probability of encountering historical resources (as defined by CEQA) is judged to be low. For this project, NCE assumes no cultural resources will be identified. In addition, because an NOE is assumed for this project, AB52 Native American consultation is not required. If historical resources (which can also be tribal resources) are identified as a result of the records search, as part of the pedestrian survey, or as provided by the Town, NCE can initiate Native American consultation on behalf of the Town for a separate scope and fee.

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Deliverables:

- CEQA Notice of Exemption
- CEQA Administrative Record
- Biological resources technical memorandum
- Cultural resources technical memorandum
- Tree removal permit application

TASK 3 – PLANS, SPECIFICATIONS, & ESTIMATES (PS&E)

TASK 3A – 35% PS&E

Upon completion of preliminary engineering, the project team will prepare a 35% Plans, Specifications, and Estimate of Probable Construction Cost (PS&E) for the project. The 35% plans will depict the basic roadway repair plans and outline of details, required tie-in into existing features, new paving of associated roadway, drainage flow lines, traffic handling, draft profile-and-plan views, retaining wall and either tie-back or geogrid systems, structural and roadway detailing, and construction limits. The plans will be accompanied by and outline of draft technical specifications and an engineer's estimate. The combined plans, specification, and estimate (PS&E) will be reviewed for quality assurance and edits incorporated prior to delivery to the Town. Upon completion of the Town's review a Review meeting will be held to discuss the 35% PS&E package. The following plan sheets are anticipated:

Name	No. of Sheets
Title Sheet	1
Notes, Legend and Abbreviations	1
Survey Control	1
Traffic Handling	1 (Alt 1)/ 5 (Alt 2)
Excavation/ Demolition	2
Plan and Profile	3
Retaining Wall Plan and Profile	6
Pavement, Guardrail and Drainage Details	3
Retaining Wall Details	3
Water Pollution Control	2
Signing and Striping	3
	26/ 30

As part of the 35% design, CE&G will finalize the retaining wall design. Calculations made during development of the Geotechnical Design Report will be verified and included with a structures design.

The Engineer's Cost Estimate will be prepared in MS Excel format and will be based on the most recent construction cost data available to NCE for projects of this type. Because of NCE's involvement in the design and construction of numerous similar projects throughout California, we are confident in our ability to estimate the construction cost of the Town's project. This initial estimate will then be updated and refined as the design effort progresses. It is assumed that the Town will require a 10-day review/comment period once the 35% PS&E package is submitted.

Deliverables:

- 35% Plans (electronic - pdf)
- Outline of Technical Specifications
- Engineer's Estimate of Probable Construction Cost.

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TASK 3B – 65% PS&E

Upon completion of 35% PS&E review meeting, the NCE team will begin resolving comments and incorporating edits from the 35% review meeting into the 65% PS&E set of contract documents. The team will also conduct a constructability review prior to submittal to the Town to ensure anticipated means and methods by any contractors for completing the work in the field. NCE will provide a response to each comment that is included in a comment table provided by the Town. The 65% PS&E will include additional design information and details typically expected at this stage of completion. The 65% PS&E package will then be packaged and submitted similar to the 35% PS&E unless directed otherwise.

The contract documents (proposal, special provisions, and technical specifications) will be developed for the project to fit the anticipated work items. The Contract documents will be prepared in MS Word and according to the Town's format. For the purposes of this proposal NCE assumes that standard front end and specific provisions templates will be provided by the Town. The special provisions will follow both the Town's and Caltrans' standard formatting conventions.

NCE also believes that an efficient yet thorough Quality Control/Quality Assurance program is essential for getting the maximum value out of every dollar spent on construction. Projects designed by NCE therefore, contain technical specifications that attempt to optimize the balance between using rigid, but time-tested, specifications and meeting local agency needs, with the goal of obtaining the very best value for its clients.

NCE recognizes the value of incorporating Caltrans Standard Specifications in projects such as these, both because these specifications have been developed by an agency that designs and builds a vast amount of highway work, and because most contractors performing public works construction in Northern California are familiar with them. Caltrans, however, has the resources to administer projects quite differently than most local agencies, so NCE advocates modifying the Caltrans Standard Specifications to better fit the abilities, needs, and budgets of municipal agencies.

The Engineer's cost estimate will also be updated to reflect the revised quantities of work depicted on the plans. It is assumed that the Town will require a 10-day review/comment period once the 65% PS&E package is submitted.

Deliverables:

- Tabulated response-to-comments at 35% PS&E Review meeting
- 35% Plans (electronic - pdf)
- Technical Specifications
- Engineer's Estimate of Probable Construction Cost.

TASK 3C – 100% PS&E

The 100% PS&E will be revised to incorporate comments received from the Town. NCE will again meet with the Town to review these comments, from which the final (Bid Set) PS&E will be prepared. Similar to 100% PS&E, NCE will provide a response to each comment that is included in a comment table provided by the Town. The final (Bid Set) PS&E will include all notes and details necessary for construction. One reproducible copy of the final (Bid Set) PS&E will then be packaged and submitted similar to the 100% PS&E unless directed otherwise. Upon receipt of the Town final review comments, the project documents will be finalized for bidding purposes.

A final quantity calculation will be tabulated, and this will be entered into the final Engineer's cost estimate for the project. All final documents will be reviewed, stamped, and signed by NCE's registered civil engineer, and the final PS&E will be delivered to the Town in both hard copy and electronic formats.

Deliverables:

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- One wet- signed and one electronic file of the final plans, technical specifications, and engineer's estimate. The electronic files for the final construction plans, specifications, and engineer's estimate will be in AutoCAD 2018 or later version, Microsoft Word, and Microsoft Excel, respectively.

TASK 4 – CONSTRUCTION ADMINISTRATION

TASK 4A – BIDDING SUPPORT SERVICES

Services during advertisement and bidding include assistance during the pre-bid conference, responding to questions received about the project design, and preparation of any addenda and/ or clarifications to the PS&E that are deemed necessary. NCE can also assist the Town in determining the responsiveness of bids received, with checking and tabulating bid results, and with developing recommendations for award of a construction contract to the Town Council.

Deliverables:

- Attend pre-bid meetings
- Prepare responses to questions received regarding project design
- Prepare bid addenda as necessary
- Provide assistance with bid responsiveness (as needed).

TASK 4B – CONSTRUCTION SUPPORT SERVICES

NCE will provide support services to the Town during the construction phase of the project. At a minimum, these services are anticipated to include attendance at the pre-Construction Conference, reviewing Contractor submittals and responding to Contractor requests for information, field marking and verifying measurement of base repair (digout) areas, providing recommendations for any necessary construction changes due to unforeseen field conditions, assisting with the review of Contract Change Orders, participate in the final inspection and assistance with identifying punch list items, and preparation of Record Drawings from marked as-built plans supplied by the Town's Contractor. The Record Drawings will be furnished to the Town in both printed and electronic formats.

Deliverables:

- Attend pre-construction conference
- Assist with the review of contractor submittals and RFIs as necessary
- Provide recommendations for any necessary construction changes due to unforeseen conditions
- Assist with review of contract change orders
- Upon receipt from the contractor of redlines, record drawings in full- size hardcopy (1 copy, 22" x 34"), pdf, and CAD format.

TASK 5 – OPTIONAL ADDITIONAL SERVICES

The Town has requested clarification on issues that have the potential to arise during design and for one or both of the alternatives under consideration. The following supplements our original proposal to improve expectations should unforeseen circumstances arise. Two general areas of concern are environmental resource determinations and right-of-way engineering. These are outlined below.

TASK 5A-ENVIRONMENTAL SERVICES

At the discretion of the Town, NCE can conduct up to three (3) pre-construction nesting bird surveys as additional service and is included as an additional cost in our fee estimate. While these surveys are not

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required, if there is the potential to impact nesting migratory birds in the project area, the Town should consider completing these surveys to minimize the risk of a nesting migratory bird take, a potential violation of federal and state laws protecting migratory birds. The intent of the pre-construction surveys is to verify no nesting migratory birds will be impacted by construction activities (e.g., tree removal, vegetation trimming or removal, or ground disturbance). Following each nesting bird survey or once all pre-construction surveys have been completed, NCE will prepare a brief letter report detailing the findings from the pre-construction survey. NCE assumes no nesting birds will be found.

Other environmental services may be required for NEPA compliance if federal funding is secured. These would include defining the Area of Potential Effect (APE), drafting and finalizing a Natural Environmental Study (NES) - Minimal Impact, and finalizing the Preliminary Environmental Study (PES).

We judge based on the type of roadway repair work to be completed we have developed the appropriate scope of environmental document services and in the less likely event additional cultural and biological resources and/or permitting are required beyond our current assumptions these services can be provided for additional scope and fee not currently estimated herein.

Deliverables:

- Nesting bird survey letter report.
- APE concurrence
- NES-MI – draft and final
- PES – draft and final

TASK 5B-ROW ENGINEERING SERVICES

The Geotechnical Alternatives Report identified two parcels encroaching into the operating right-of-way of the roadway. Our surveyor has identified the APNs for these parcels. While one of the parcels is owned by the Town, the other is identified as a private party. If necessary, a title reports will be obtained by our surveyor. In the unlikely event that the private party encroachment cannot be resolved by the topographic survey, ROW mapping, and title reports ROW services will be completed.

Depending on project needs and discussions with the private property owner, to secure the rights necessary for the project a permanent easement, temporary construction easement, and or partial fee acquisition may be required. For properties less than $10,000 a valuation can be used in-lieu of appraisal. Should the property be over this threshold then an appraisal would be conducted. Services included for ROW would include the following for any rights needed:

1. Initial research and review of all parcel conditions including title review for potential encumbrances that would impact any acquisition.
2. An initial valuation estimate to determine if an appraisal is necessary for the rights seeking to be acquired.
3. Initial meeting with the property owner at the property to review the plans for the project, the impact to their property, discuss their concerns, and collect information germane to the valuation and negotiations.
4. Engage in information exchange and negotiations with the property owner necessary to secure agreements for rights needed.

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6. Coordinate any appraisals needed with the owner and appraiser. Or prepare a valuation in-lieu of appraisal.
7. Prepare offer package including all documents needed to acquire and close any acquisitions.
8. Negotiate in good faith with the owner.
8. Participate in meetings with the Town's legal counsel and any study sessions with the Town Council needed.
9. Open and coordinate escrows including and reconveyances.

\ In support of any necessary acquisition or easement our surveyor would prepare legal descriptions for the deed and plats. In the unlikely event of an issue developing with the parcel owned by the Town or annexed roadway area from the County our right-of-way consultant can also assist in attending meetings, performing negotiations with the County, release of rights or abandonments, and reconveyances.

- Property Valuation and/or Appraisal
- Title Report(s)
- Legal Descriptions and Plats
- Meetings and Negotiations
- Land Rights Acquisition for Permanent Easement, Temporary Easement and/or Partial Fee Acquisition

PROJECT SCHEDULE

The intent of this design schedule is to complete construction documents within 5 to 6 months for winter bidding or earlier if possible and desired by the Town, which can be discussed further and confirmed with project objectives during project kick-off. Winter bidding will allow the Town to secure more competitive bidding but places construction in later winter/ early spring months, which may entail working day stoppages and delays depending on weather constraints.

ITEM NO. 12.

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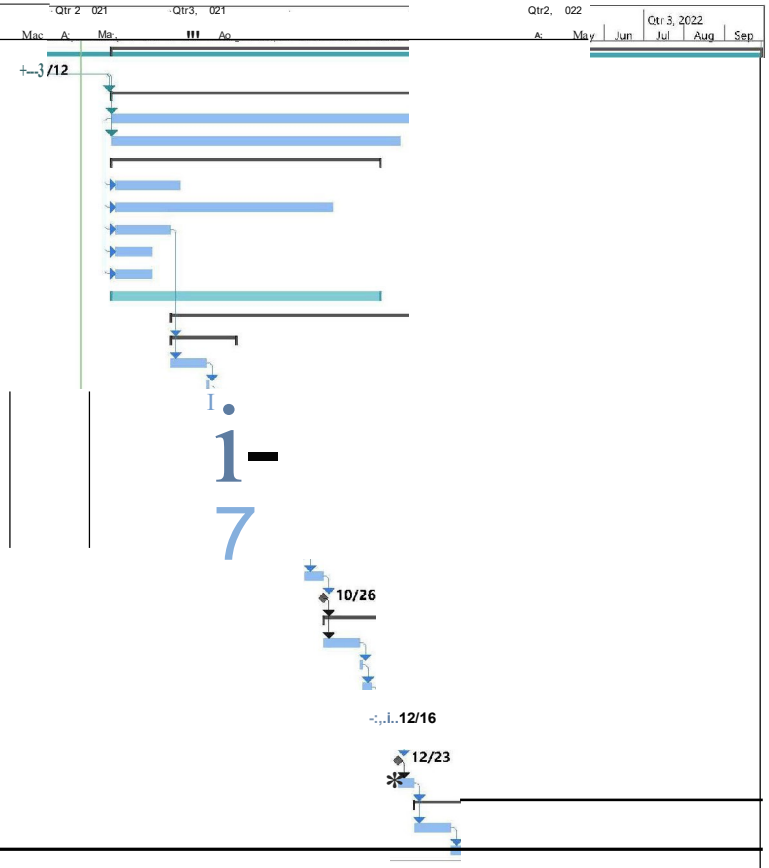
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		Los Gatos Shannon Road Design and Construction Schedule	358 days	Mon 5/17/21	Wed 9/28/22	
2		NTP	0 days	Fri 3/12/21	Fri3/12/21	
3		Task 1 - Project Management	180 days	Mon 5/17/21	Fri 1/21/22	2
4		Project Kick-off Meeting/Progress Meetings	9 mons	Mon 5/17/21	Fri 1/21/22	2
5		Exhibits for Public Outreach Meetings	8 mons	Mon 5/17/21	Fri 12/14/21	2
6		Task 2 - Preliminary Engineering	149 days	Mon 5/17/21	Thu 12/9/21	
7		2A) Design Data Gahering	36 days	Thu **5/20/21**	Thu **7/8/21**	4SS+3days
8		2B] Topographic Survey & ROW	119 days	Thu 5/20/21	Tue 11/2/21	4SS+3 days
9		2C] Seismic Survey and Geotechnical Design	30 days	Thu 5/20/21	Wed 6/30/21	455+3 days
10		2D) Utility Location and Coordination	20 days	Thu 5/20/21	Wed6/16/21	4SS+3 days
11		2E) Pavement Design	20 days	Thu 5/20/21	Wed6/16/21	4SS+3 days
12		2F) Environmental (CEQA Categorical Exmptn)	149 day	Mon 5/17/21	Thu 12/9/21	
13		Task 3 - Plans, Specifications, and Estimate	134 days	Thu 7/1/21	Tue1/4/22	
14		3A) 35% Plans & Estimate	37 days	Thu 7/1/21	Fri8/20/21	9
15		Prepare 35% Plans and Estimate	20 days	Thu 7/1/21	Wed7/28/21	9
16		QA/QC Review	2 days	Thu 7/29/21	Fri7/30/21	15
17		Finalize and Submit 35% Plans and Estimate	5 days	Mon 8/2/21	Fri8/6/21	16
18		Town Review 35% Plan5 and Estimate	10 days	Mon 8/9/21	Fri 8/20/21	17
19		35% Plan5 and Estimate Review Meeting	0 days	Fri 8/20/21	Fri 8/20/21	18
20		3B) 65% PS&E	47 days	**Mon 8/23/21**	Tue **10/26/21**	**19**
21		Prepare 65% PS&E	30 days	Mon 8/23/21	Fri 10/1/21	19
22		QA/QC Review	2 days	Mon 10/4/21	Tue 10/5/21	21
23		Finalize and Submit 65% PS&E	5 days	Wed 10/6/21	Tue 10/12/21	22
24		Town Review 65% PS&E	10 days	Wed 10/13/21	Tue 10/26/21	23
25		65% PS&E Review Meeting	0 days	Tue 10/26/21	Tue 10/26/21	24
26		3D) 100% Final (Bid Set) PS&E	50 days	Wed 10/27/2I	Tue 1/4/22	**25**
27						
28		Prepcire 100% PS&E	20 dciys	Wed 10/27/21	Tue 11/23/21	25
29		QA/QC Review	2 days	Wed 11/24/21	Thu 11/25/21	27
30		Finalize and Submit 100% PS&E	5 days	Fri 11/26/21	Thu 12/2/21	28
31		Town Review 100% PS&E	10 days	Fri 12/3/21	Thu 12/16/21	29
32		100% PS&E Review Meeting	0 days	Thu 12/16/21	Thu 12/16/21	30
33						
34		Prepare Bid Documents	5 days	Fri 12/17/21	Thu 12/23/21	31
35		Submit Bid Documents	0 days	Thu 12/23/21	Thu 12/23/21	32
36		Town Council Approval	8 days	Fri 12/24/21	Tue 1/4/22	33
37		Task 4 - Construction Administration	190 days	Wed 1/5/22	Tue 9/27/22	34
		4A) Bidding Support Services	20 days	Wed 1/5/22	Tue 2/C/22	34
		4B) Construction Support Services	170 days	Wed 2/2/22	Tue 9/27/22	36



Project: Shannon Road Design

lask | Split | I'i-oject Summa1y | Imtdivf'l:-1sk | rvanuallask | Curatio11-<mly | Start-only | Fi11ish-m1ly | UeadlinE | PnKJr-f'ss

Date: Fri 4/23/21

Milestone | Inactive Milestone | rvanual SJmmar1Rollup | External Tasks | Manual Progress

Su1Tmary | InactiveSJnrrarJ | rvanualSJmmarJ | External Milestone

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COST PROPOSAL

The following represent hourly rates for NCE and our team members:

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SCHEDULE OF CHARGES 2020

PROFESSIONAL SERVICES

Principal	$265/hour
Associate	$215/hour
Senior	$185/hour
Project	$160/hour
Staff	$140/hour

TECHNICAL SERVICES

Senior Construction Manager*	$140/($165-PW)/hour
Senior Designer	$150/hour
CADD Designer	$130/hour
Senior Technician*	$125/($150-PW)/hour
Construction Inspector*	$125/($150-PW)/hour
CAD Technician	$115/hour
Senior Field Scientist	$120/hour
Field Scientist	$100/hour
Project Administrator	$105/hour
Field/Engineering Technician*	$100/($125-PW)hour
Technical Editor	$95/hour
Clerical	$85/hour

CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

LITIGATION SUPPORT

Engineer/Scientist	$300/hour
Court Appearances & Depositions	$500/hour

EQUIPMENT

Plotter Usage	(separate fee schedule)
Truck	$100/day
Automobile	IRS Standard Mileage Rate+15%
Falling Weight Deflectometer Testing	$3,500/Day
Coring	$4,500/Day
Environmental Equipment	(separate fee schedule)

OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc. ..... cost + 15%

COMMUNICATION/ REPRODUCTION

In-house costs for long-distance telephone, faxing, postage, printing and copying ..... project labor charges x 5%

TERMS

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

*A surcharge of $25/hour applied for technicians and construction inspectors to comply with Prevailing Wage (PW) per requirements of California Department of Industrial Relations.

Engineering & Environmental Services www.ncenet.com

Richmond, CA
501 Canal Blvd., Suite I
Richmond, CA 94804
(510) 215-3620

ering & Environmental Services www.ncenet.com

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FEHR PEERS

2020-2021

(July 2020 through June 2021)

Hourly Billing Rates

Classification	Hourly Rate		
Principal	$180.00	-	$350.00
Senior Associate	$185.00	-	$340.00
Associate	$170.00	-	$245.00
Senior Engineer/Planner	$135.00	-	$215.00
Engineer/Planner	$115.00	-	$165.00
Senior Engineering Technician	$145.00	-	$195.00
Senior Project Accountant	$160.00	-	$165.00
Senior Project Coordinator	$120.00	-	$165.00
Project Coordinator	$85.00	-	$150.00
Technician	$115.00	-	$160.00
Intern	$90.00	-	$115.00

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (56 cents per mile as of Jan 2021).*
- *Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.*

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MOUNTAIN PACIFIC SURVEYS

Land Surveying • Mapping • Planning

FEE SCHEDULE
Effective January, 2021

Principal Land Surveyor	$180.00 per hour
Project Manager	$155.00 per hour
Survey Technician	$140.00 per hour
Clerical	$ 70.00 per hour
1-Man Crew (including robotic equipment)	$195.00 per hour
2-Man Crew (including conventional equipment)	$290.00 per hour
2-Man GPS Crew (including up to 4 receivers)	$300.00 per hour

OTHER SERVICES

Consultants, Special Equipment, Reproductions, Materials, and other outside charges	Cost + 10%
Mileage	$0.54 per mile

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CE&G
Pragmatic Expertise™

Schedule of Charges 2021

Personnel	2021	Rates/Units
Senior Principal Engineer/Geologist	$ 290	per hour
Principal Engineer/Geologist	$ 245	per hour
Associate Engineer/Geologist	$ 220	per hour
Senior Engineer/Geologist	$ 205	per hour
Project Engineer/Geologist	$ 165	per hour
Staff Engineer/Geologist	$ 150	per hour
Technician (Straight rate prevailing wage)	$ 135	per hour
Senior GIS/CADD Specialist	$ 145	per hour
GIS/CADD Specialist	$ 130	per hour
UAS Manager	$ 160	per hour
Project Assistant	$ 100	per hour
Administration/Clerical	$ 90	per hour
Special Inspector (Straight rate prevailing wage; no 4-hr min)	$ 140	per hour
Deposition/Court Testimony (minimum 4 hours)	$ 410	per hour

Field and Laboratory Tests	2021	Rates/Units
Concrete Compressive Strength Testing	$ 41	per cylinder
Moisture Content (ASTM D 2216)	$ 24	per test
Moisture & Density (ASTM D 4318)	$ 32	per test
Atterberg Limits (ASTM D 4318)	$ 208	per test
Compaction Curve, 4" mold (ASTM D 1557)	$ 264	per test
Compaction Curve, 6" mold (ASTM D 1557)	$ 326	per test
Wash over #200 Sieve (ASTM D 1140)	$ 73	per test
Sieve Analysis with #200 Wash (ASTM D 422)	$ 152	per test
Sieve & Hydrometer (ASTM D 422)	$ 236	per test

Reimbursables	2021	Rates/Units
Mileage (per allowable federal)	$0.56	per mile
Nuclear Gage	$ 59	per day
Inclinometer	$ 201	per day
Vane Shear Device	$ 116	per day
UAS Equipment	$ 371	per day
GNSS Mapping Equipment	$ 212	per day

1. **Professional Services -** These are "all-up" rates, and include direct salary cost, overhead, general and administrative costs not separately accounted for, and profit. They shall remain in effect through December 31, 2021. Ongoing work continuing beyond December 31, 2021 will be invoiced at the applicable new year's rate.
2. **Travel Time -** Travel time will be charged at regular hourly rates, not to exceed eight (8) hours per day.
3. **Expenses -** All direct costs will be billed at actual cost plus 10%, unless there is explicit agreement otherwise. Direct costs include:
   - Third party services – Fees for subcontracted third party services (including drilling and backhoe services, special consultant fees, permits, special equipment rental, overnight mail or

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Schedule of Charges 2021

messenger services and other similar project related costs)

- Travel expenses, including airfares, hotel, meals, ground transportation, and miscellaneous expenses.
- Reproduction costs, including photocopy, blueprints, graphics, photo prints or printing.

4. **Subconsultants -** To the extent that it becomes necessary to use subconsultants, Client will be invoiced at cost plus 10% to cover insurance liability and other overhead costs.
5. **Accounting -** The cost of normal accounting services for invoicing has been considered in the overhead expense which is included in the above hourly rates. Additional requirements for invoice verification, such as copies of time sheets, detailed expense records, and supplemental daily work justification will be billed on an hourly basis.

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NCE will provide the defined scope of work on a lump sum basis for an estimated fee of $444,400. The price breakdown by task is attached. Total compensation will not exceed the amounts set forth without receipt of prior written authorization from the Town.

f!NCE

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Town of Los Gatos
Shannon Road Repair Project
Fee Estimate
April 26. 2021

Rate	$215	$265	$215	$160	$140	$130										
								5,940								6,100
								$ 356201$								
2. Prelimina"' En ineerinn																
A. esi n ala cheri																
si :-llrv	4	1	1	6	6	10	1	$ ms'oT	1	1	1	$	19030	1	1	
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2E.Pavemer:Desi.n	B	4			16			$ 11945	$ 4500	$ 1540						400 18100
2F.Ervvirorrmertal CEQA.	10	8			28			$ 16735								1300 18000
e...h_T ...	36	12	26	46	136			$ 55445	$ 4500	$ 1540	$ 4950	$ 36 016	$ 19 030	$		
3.PlansSecifica																
[redacted]																
3C.Pre 100%	11		1					$ 27950				$		$ 41	W	
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Docusign Envelope ID: 4E874323-2E06-4BEE-A1C0-E6DC0AAA8F8E

The NCE team is excited to have this opportunity to complete construction documents for the Shannon Road Repair project based on the work we have already completed to date. As a principal with NCE, I am authorized to sign contracts on behalf of NCE and will be the point of contact should you have questions. I can be reached via phone at (510) 215-3620 or via email at rshafer@ncenet.com or via mail at NCE, 501 Canal Boulevard, Suite I, Richmond, CA 94804. NCE looks forward to your favorable review of our qualifications and continuing our work with the Town.

Sincerely,

NCE

J. Ryan Shafer, PE, GE
Principal

Lee Taubeneck, PE
Project Manager

Attachments:

A. Key Staff Resumes

Richmond, CA
501 Canal Blvd., Suite I
Richmond, CA 94804
(510) 215-3620
www.ncenet.com

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Ms. Janice Chin
Assistant Engineer
Town of Los Gatos
41 Miles Avenue
Los Gatos, California 95030

July 3, 2023
Project No: 58.20.55

RE: **Budget Amendment No. 1**
Shannon Road Repair Project

Dear Ms. Chin,

This letter provides formal documentation of NCE's prior discussions with the City regarding a requested Budget Amendment No. 1 for the Shannon Road Repair Project. The budget amendment reflects the additional work added after completion of the 65% PS&E as follows:

1) **Revised 65% PS&E:**
   a. NCE submitted 65% PS&E documents and subsequent to this submittal based on stakeholder and Town comment the Town requested the following:
      i. Analysis of bike pull-out alternative relocation
         Cost: NCE $1,500, Fehr and Peers $3,000
      ii. Bike pull-out redesign revising grading, wall alignment, and wall structural design
         Cost: NCE $10,500, CE&G $8,000

   Total Cost: $23,000

2) **Road Closure:**
   a. Previously NCE and Fehr and Peers had prepared two-stage traffic handling plans with the intent to maintain one lane of travel on Shannon Road during construction. The Town subsequently made the decision to allow full closure of the road to allow for more efficient construction with the goal of reducing construction costs and duration. Fehr and Peers Fehr & Peers will prepare a detour plan for the proposed road closure of Shannon Road during construction for the recommended detour route via Blossom Hill Road, Camden Avenue, and Hicks Road for a 100% submittal and a final submittal. Fehr and Peers will also conduct a review of the technical specifications to be used for the project.
      Cost: Fehr and Peers $11,000
   b. With a full road closure NCE will revise the pavement section to be Full Depth Reclamation for the entire roadway not just the west bound lane as previously planned. This will require revisions to pavement section, quantities, and specifications.
      Cost: NCE $1,500

   Total Cost: $12,500

3) **Additional 100% PS&E Tasks:**
   a. NCE will need design additional design elements as follows:
      i. Revised terminal guard rail design west of Diduca Way to accommodate guy wire pole that is in close proximity to roadway that is beyond the wall limits (outside of project) but impacts the end of the guard rail.
      ii. Revised culvert drainage pipe inlet to allow for permeable treatment, placement of drainage pipe below the ground surface, and direction of stormwater into existing bioswale area below the roadway.

      Cost: NCE $7,000

Richmond, CA
501 Canal Blvd., Suite I
Richmond, CA 94804
(510) 215-3620

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Total Cost: $7,000

To accommodate the additional work, we are requesting our budget be amended by $42,500 for items 1,2 and 3. If you have any questions or would like to discuss this request, please contact the undersigned at (510) 215-3620.
Sincerely,

NCE
J. Ryan Shafer, PE GE, Principal

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 06/17/2025
ITEM NO: 13

DATE: June 17, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: Authorize the Town Manager to Execute a Three-Year Agreement with Microsoft to Purchase Software Licensing Through SHI in an Amount Not to Exceed $255,785.

RECOMMENDATION:

Authorize the Town Manager to execute a Microsoft software licensing agreement through SHI in an amount not to exceed $255,785 over the three-year agreement period.

FISCAL IMPACT:

The first year's cost of $82,511.24 is included in the FY 2025-26 Operating Budget. Costs for future years, including a five percent contingency amount for potential license increases, will be included in the Town's Information Technology Operating Budget for FY 2026-27 and FY 2027-28.

BACKGROUND:

In June 2022, the Town executed a three-year Microsoft software licensing agreement which will expire on June 30, 2025. A new agreement is required for the Town's continued use of Microsoft products and secures pricing for the next 3 years. Payments are made annually after a license true-up assessment is made each year. The Fiscal Year 2025/26 Operating Budget anticipated the annual fees of Microsoft software licensing in the Town's Information Technology Budget Operating Expenditures line item.

DISCUSSION:

The Microsoft software licensing agreement covers licensing for server operating systems, server management, server applications, Office 365 services, and security software on both staff accounts and in the cloud.

PREPARED BY: Sai Kim
Chief Technology Officer

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

In accordance with the Town Purchasing Policy Section XVII regarding Cooperative Purchasing Agreements, the prices for Microsoft software license renewals are negotiated by the County of Riverside and sold by volume licensing partner SHI. Town Code Section 2.50.130(b)(6) also provides that competitive bidding is not required when the Town is using cooperative purchasing in accordance with the Town's purchasing policy. Most California agencies, from large ones such as the Department of Motor Vehicles, to small cities and special districts, use this purchasing arrangement to obtain the best prices.

The Town's current Microsoft software licensing agreement is valid through June 30, 2025. The new agreement is a means of securing pricing for the next three years through June 30, 2028. Our annual payment for the first year will be $82,511.24. The annual payments may fluctuate for years two and three since our license count may change over the course of a given year. An additional 5% contingency will be added to cover any additional licenses captured during the annual true-up assessment. If no additional licenses are needed, then the renewal for years two and three will remain at $82,511.24/year.

SHI is the vendor the Town will purchase the license through, and the agreement is with Microsoft.

An interruption in Microsoft licensing software would halt the daily computer operations of Town staff.

CONCLUSION:

Staff recommends that the Town Manager execute the new three-year Microsoft software licensing agreement through SHI in an amount not to exceed $255,785.

COORDINATION:

The Finance Department, IT, Town Attorney, and Town Manager's Office coordinated this report.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:
1. Microsoft Volume Licensing Agreement
2. SHI Renewal Quote

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

AMD000447621

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10636
Sub250 Form	W29
Product Selection Form	3025246.003_PSF
Enterprise Amendment	M97,M423 (NEW)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Town of Los Gatos **Signature*** **Printed First and Last Name*** **Printed Title** **Signature Date***
Tax ID

** indicates required field*

ATTACHMENT 1

Microsoft Affiliate
Microsoft Corporation
Signature **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Enterprise Enrollment State and Local

Enterprise Enrollment number *(Microsoft to complete)*	54963375
Previous Enrollment number *(Reseller to complete)*	8770523

Framework ID *(if applicable)*	

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

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Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

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"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. Order requirements.

a. Minimum order requirements. Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) Enterprise commitment. Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. Use Rights for Enterprise Products. For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. Country of usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. Resellers. Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. Adding Products.

(i) Adding new Products not previously ordered. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

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(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

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Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

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5. *End of Enrollment term and termination.*

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

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For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. Use Rights for Government Community Cloud Services. For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

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Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. Primary contact. This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Town of Los Gatos
Contact name: First* Sai **Middle** **Last*** Kim
Contact email address* skim@losgatosca.gov
Street address* 110 E Main St.
City* Los Gatos
State* CA
Postal code* 95030-6943 -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 4083546814
Tax ID
** indicates required fields*

b. Notices contact and Online Administrator. This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Electronically Submitted

Contact name: First* Sai **Middle** **Last*** Kim
Contact email address* skim@losgatosca.gov
Street address* 110 E Main St.
City* Los Gatos
State* CA
Postal code* 95030-6943 -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 4083546814
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Sai **Middle** **Last*** Kim
Contact email address* skim@losgatosca.gov
Phone* 4083546814
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State* NJ
Postal code* 08873-4145
Country* United States
Contact name* Christal Ramagado*
Phone* 1-888-764-8888
Contact email address* msteam_@shi.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* *Christal Ramagado**

Printed name* Christal Ramagado*
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

Electronically Submitted

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

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Microsoft Volume Licensing

Previous Enrollment(s)/Agreement(s) Form

Entity Name: Town of Los Gatos
Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	8770523	X	X

Microsoft Volume Licensing

Enterprise

Sub 250 Program
Amendment ID W29

The parties agree that the Enrollment is amended as follows:

1. On the first page of the Enrollment, the following is added after the second paragraph:

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:

a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.

(i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.

(ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.

(iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

(iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

(v) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. Software Assurance renewal.

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	☒

By checking the above box, a new section is added to the Enrollment entitled "Software Assurance Addition."

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

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Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
Enterprise	8770523	6/30/2025

Electronically Submitted

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

3025246.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	221	221	1.0	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
O365 G3 GCC	5
O365 G1 GCC FromSA Renewal	37
O365 G3 GCC FromSA Renewal	174
Enterprise Mobility and Security (EMS)	
Enterprise Mobility and Security USL	5
Enterprise Mobility and Security GOV Renewal	216

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	179	216	221	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Microsoft Volume Licensing

Amendment to Contract Documents

Enrollment Number

AMD000447621

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment
Invoice for Quoted Price
Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
3GU-00001	Defender O365 P1 GCC Sub Per User	216	0
AAD-32906	EMS G3 FSA Renewal GCC ALng Sub Per User	216	0
AAD-32907	EMS G3 GCC ALng Sub Per User	5	0
7R6-00001	O365 G1 FSA GCC Renewal Sub Per User	37	0
AAA-11924	O365 G3 FSA Renewal GCC Sub Per User	174	0
AAA-11894	O365 G3 GCC Sub Per User	5	0
7MS-00001	Planner & Project P3 GCC Sub Per User	2	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	216	0
9K4-00003	Visio P2 FSA GCC Renewal Sub Per User	7	0

Enterprise Enrollment
Multiple Azure Billing Tenants Under a Single Enrollment
Amendment ID M423

1. Definitions.

"Azure Billing Tenant" means the environment established by Microsoft on its multi-tenant servers from which a customer accesses Microsoft Azure Services.

"Lead Enrollment" means the Enrollment identified above.

"Billing Tenant Enrollment" means the enrollment associated with an Azure Billing Tenant established for a Tenant Affiliate under this Amendment.

"Tenant Administrator" means any licensed user of an Azure Billing Tenant that has its role set to "Global Administrator" in the profile settings in the Tenant User Administration page of the tenant portal.

"Tenant Affiliate" means an Affiliate, department, or any user group included in the Enrolled Affiliate's Enterprise who will access the Azure Billing Tenant that is identified in the Tenant Information Excel Form attached as an Appendix to this Amendment.

2. The parties agree to the following Billing Tenant Enrollment Terms as follows:

a. **Tenant Affiliate Access and Enrolled Affiliate Obligations**. Each Tenant Affiliate may access each Azure Billing Tenant and its corresponding Billing Tenant Enrollment identified in the Tenant Information Excel Form attached as an Appendix to this Amendment. Enrolled Affiliate acknowledges and agrees that: (i) it is the sole Enrolled Affiliate; (ii) it is the sole Licensee with respect to each Billing Tenant Enrollment; and, (iii) it is solely responsible for ensuring that each of its Tenant Affiliate's comply with the terms and conditions set forth in the Lead Enrollment and any subsequent amendment hereof.

b. **Tenant Administrator User Credentials.** Each Tenant Administrator must have its own, unique, login credential and shall manage each Azure Billing Tenant separately. No two Azure Billing Tenants may share one Tenant Administrator login credential or data object(s).

c. **Azure Prepayment.** Each Tenant Affiliate can purchase an Azure Prepayment; however, the allocated funds for such commitment cannot be transferred between Azure Billing Tenants and Tenant Affiliates.

d. **Purchasing**

   (i) Purchase eligibility. Billing Tenant Enrollments may only be used to purchase Microsoft Azure Services and Microsoft Azure Services Plans.

   (ii) Pricing. The price for Microsoft Azure Services and Microsoft Azure Services Plans purchased under a Billing Tenant Enrollment will be based on the pricelist current as of the Billing Tenant Enrollment Effective Date. Any price adjustment to a Billing Tenant Enrollment will be applicable only to that Billing Tenant Enrollment.

   (iii) Initial Order. Each Billing Tenant Enrollment must include an initial order.

   (iv) Billing Tenant Enrollment Effective Date. The effective date of a Billing Tenant Enrollment will be the processing date of the initial order.

e. **Orders.** Enrolled Affiliate must submit separate orders, on behalf of each Billing Tenant Enrollment. Orders shall be governed by the terms set forth in the Lead Enrollment, except as

specified in this Amendment. Orders are not transferrable between Billing Tenant Enrollments. Billing Tenant Enrollment acceptance and order reminders will be sent to the contact(s) identified on the Lead Enrollment only.

f. **Notices Contact and Online Services Manager.** Each Billing Tenant Enrollment, shall have its own Notices Contact and Online Services Manager as listed in the Tenant Information Excel Form attached as an Appendix to this Amendment. The Notices Contact and Online Services Manager is authorized to manage the Microsoft Azure Services obtained under the related Billing Tenant Enrollment.

g. The expiration date, anniversary dates, payment dates and applicable taxes for each Billing Tenant Enrollment shall be the same as in the Lead Enrollment.

h. Warning: If the Online service Manager Contact is third party (not Enrolled Affiliate) please be aware that this contact receives personally identifiable information of the Customer and it Affiliates.

This Amendment must be attached to a signature form and accompanies by the Tenant Information Excel Form to be valid. The Number of Tenant (s) listed in the Tenant Information Excel form file is:1

Appendix Tenant Information Excel Form is attached

Except for changes made by these amendments, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in these amendments and any provision in the Enrollment or Agreement identified above, these amendments shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

"(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Dec2024)(IU).docx"		M97	Blue
"(M423)EnrMultiTenant(MultipleAzureBillingTenantsUnderASingleEnrollment)(WW)(ENG)(Feb2025)(IU).docx"		M423	P-LSS

Pricing Proposal
Quotation #: 26160271
Reference #: Budgetary EA Renewal - 8084445
Created On: 5/6/2025
Valid Until: 6/30/2025

CA-Town of Los Gatos

Sai Kim
110 E Main St
Los Gatos, CA 95030
United States
Phone: 408-354-6814
Fax:
Email: skim@losgatosca.gov

Inside Account Manager

Alex Chrysanthopoulos
SHI
290 Davidson Ave
Somerset, NJ 08873
Phone: 7326672779
Fax:
Email: alex_chrysanthopoulos@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Retail	Your Price	Total
1	EMS G3 FSA Renewal GCC ALng Sub Per User Microsoft - Part#: AAD-32906 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 7/1/2025 – 6/30/2026 **Note:** Year 1 of 3	216	$0.00	$80.07	$17,295.12
2	EMS G3 GCC ALng Sub Per User Microsoft - Part#: AAD-32907 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 7/1/2025 – 6/30/2026 **Note:** Year 1 of 3	5	$0.00	$102.64	$513.20
3	O365 G1 FSA GCC Renewal Sub Per User Microsoft - Part#: 7R6-00001 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 7/1/2025 – 6/30/2026 **Note:** Year 1 of 3	37	$0.00	$84.80	$3,137.60
4	O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 7/1/2025 – 6/30/2026 **Note:** Year 1 of 3	5	$0.00	$245.55	$1,227.75
5	O365 G3 FSA Renewal GCC Sub Per User Microsoft - Part#: AAA-11924 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 7/1/2025 – 6/30/2026 **Note:** Year 1 of 3	174	$0.00	$208.67	$36,308.58
6	CIS Suite Datacenter Core ALng SA 16L Microsoft - Part#: 9GS-00130 Contract Name: County of Riverside - Microsoft	7	$0.00	$1,460.69	$10,224.83

	Contract #: ITARC-00929 Coverage Term: 7/1/2025 – 6/30/2026 **Note:** Year 1 of 3				
7	CIS Suite Standard Core ALng SA 16L Microsoft - Part#: 9GA-00310 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 7/1/2025 – 6/30/2026 **Note:** Year 1 of 3	5	$0.00	$310.22	$1,551.10
8	Exchange Server Standard ALng SA Microsoft - Part#: 312-02257 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 7/1/2025 – 6/30/2026 **Note:** Year 1 of 3	1	$0.00	$127.14	$127.14
9	SQL CAL ALng SA User CAL Microsoft - Part#: 359-00961 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 7/1/2025 – 6/30/2026 **Note:** Year 1 of 3	160	$0.00	$37.49	$5,998.40
10	SQL Server Standard ALng SA Microsoft - Part#: 228-04433 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 7/1/2025 – 6/30/2026 **Note:** Year 1 of 3	2	$0.00	$161.23	$322.46
11	Win Remote Desktop Services CAL ALng SA UCAL Microsoft - Part#: 6VC-01254 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 7/1/2025 – 6/30/2026 **Note:** Year 1 of 3	20	$0.00	$25.96	$519.20
12	Defender O365 P1 GCC Sub Per User Microsoft - Part#: 3GU-00001 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 7/1/2025 – 6/30/2026 **Note:** Year 1 of 3	216	$0.00	$18.20	$3,931.20
13	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 7/1/2025 – 6/30/2026 **Note:** Year 1 of 3	216	$0.00	$0.00	$0.00
14	Planner & Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 7/1/2025 – 6/30/2026 **Note:** Year 1 of 3	2	$0.00	$272.24	$544.48
15	Visio P2 FSA GCC Renewal Sub Per User Microsoft - Part#: 9K4-00003	7	$0.00	$115.74	$810.18

	Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 7/1/2025 – 6/30/2026 **Note:** Year 1 of 3				
16	AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision Microsoft - Part#: J5U-00004 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 7/1/2025 – 6/30/2026 **Note:** Year 1 of 3	1	$0.00	$0.00	$0.00
				Total	$82,511.24

Additional Comments

7/1/25-6/30/26 - $82,511.24
7/1/26-6/30/27 - $82,511.24
7/1/27-6/30/28 - $82,511.24

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 06/17/2025
ITEM NO: 14

DATE: June 12, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: Authorize the Town Manager to Execute a Five-Year Agreement for Services with Bear Electrical Solutions LLC to Provide Traffic Signal, Streetlight, Parking Lot and Park Light Maintenance and Repair, Underground Service Alert (USA) Marking Services, Traffic Signal Safety Improvements and Park Lighting Improvements for a Total Agreement Amount Not to Exceed $865,767

RECOMMENDATION:

Staff recommends that the Town Council authorize the Town Manager to execute a five-year agreement for services with Bear Electrical Solutions LLC to provide traffic signal, streetlight, parking lot and park light maintenance and repair, underground service alert (USA) marking services, and unforeseen repairs necessary to keep the equipment functioning in an annual amount of $159,304 (including an annual compounded 3% CPI escalator) plus a one-time amount of $20,000 for park lighting improvements, for a total agreement amount not to exceed $865,767.

FISCAL IMPACT:

There are sufficient funds in the Parks and Public Works Streets and Signals Program FY2025-26 operating budget (5401-63364) for the year-one basic services ($104,514) and unforeseen additional repairs ($54,790). Additionally, there are sufficient funds in the Parks and Public Works Park Services Program (5301-62379) to support the one-time expenses associated with park lighting improvements ($20,000). Future fiscal year funding is subject to operating budget appropriations made during the Town's annual budget process.

PREPARED BY: Mike Vroman
Senior Traffic Engineer

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

STRATEGIC PRIORITIES:

This project supports the Core Goals of **Quality Public Infrastructure** and **Public Safety**. The proposed work ensures safety for all users, maintaining existing infrastructure and making traffic signal and lighting improvements.

BACKGROUND:

The Town of Los Gatos designates annual funding to contract services for the routine maintenance and repair of traffic signals, streetlights, parking lot and park lights, and underground utility locating services relating to the electric services within the Town's jurisdiction. The services include repairs and upgrades on an as-needed basis, periodic inspections, testing of the equipment, and lamp replacements. Underground utility locating services involve responding to Underground Service Alert (USA) requests to identify and mark the Town's underground infrastructure at construction sites prior to any digging operations. Staff have determined that contractual services are the most cost-effective delivery method due to the technical expertise and specialty equipment required for this work.

The cost structure of traffic signal maintenance is a monthly rate per intersection including routine inspections and testing. Streetlight, parking lot and park light maintenance includes a monthly rate per light, covering inspection and lamp replacement. Additional services such as signal outages, pole knockdowns, and other non-routine, unforeseen repairs, which are necessary to keep the equipment functioning, are performed at the time and material rates included in the proposal. USA markings provide the identification and location of the Town's underground infrastructure associated with construction projects and repairs and serves to protect the Town's infrastructure from damage. The full scope of work is attached to the agreement.

DISCUSSION:

Bidding and Negotiations
On April 1, 2025, staff released a request for proposals (RFP) for traffic signal and street light maintenance. The scope of the work included maintenance of:

- 31 Traffic Signals
- 1,607 Street Lights
- 119 Parking Lot Lights
- 104 Park Lights
- 24 USA Markings per Month (based on historical average)

On April 18, 2025, proposals were opened, with four contractors submitting proposals. A list of the final proposal costs is in Attachment 2 and is summarized below:

Request For Proposal -Results		
1. Bear Electrical Solutions LLC	Final	$104,514 per year
	Initial	$134,826 per year
2. St. Francis Electric, Inc.		$109,238 per year
3. Yunex Traffic		$211,858 per year
4. Cal-West Lighting & Signal Maintenance, Inc.		Not Responsive

Staff reviewed the proposals and ranked Bear Electrical Solutions LLC (BES) as the highest rated provider based on their ability to meet the Town's expectations to provide the range of maintenance resources required by the Town during normal operating hours and with regard to emergency response times BES is able to provide. BES has more personnel in the immediate area and offered a pre-emptive maintenance plan within the scope of their proposal. St. Francis is the Town's current service provider for this work and was ranked second in terms of quality of service and response time.

Staff interviewed BES and confirmed their ability and commitment to meeting the Town's needs. As submitted the BES proposal totaled $134,826 per year. After negotiations, BES provided the lowest proposal for maintenance services (Attachment 2). and staff believe BES will deliver enhanced service as well as cost savings.

Services to be Provided
Basic Services: The agreement with Bear Electric will cover the following basic services as proposed in response to the RFP request:

Bear Electric LLC Proposal for Basic Services		
	Total	**$104,514**
	Units	**Annual Cost**
Traffic Signals	31	$45,384
Street Lights	1,607	$24,105
Parking Lot Lights	119	$1,785
Park Lights	104	$1,560
USA Markings (24/month)	288/yr	$31,680

Unforeseen Costs: Added to the basic services, the agreement includes funding to pay for unforeseen events that occur throughout the year above and beyond the regular monthly maintenance. The unforeseen costs have been included in the recommendation based on a

time and material estimate from BES including a one-hour emergency response for traffic signal repairs. Unforeseen costs include repair services for inoperable traffic signals, maintenance and repair of radar speed feedback signs and crosswalk warning lights, signal equipment knockdowns, and other unforeseen repairs of the Town's aging infrastructure. The annual amount recommended for unforeseen costs is based on an average of the previous five-year unforeseen repairs, $54,790.

Staff will monitor the amount of unforeseen costs that occur on a year-to-year basis. In case of higher-than-average unforeseen repair costs, staff will return to the Town Council to request additional funding.

Additional One-Time Improvements: Staff also recommends including park lighting improvements to be funded out of the Parks Program FY2025-26 operating budget in the amount of $20,000 within the FY2025/26 total contract amount. The Blossom Hill Park tennis court lights are in need of repair. The Town's current lighting maintenance contractor recently repaired two lights because they required immediate replacement. With two lights recently replaced, staff recommends replacing the remaining lights. This should reduce or eliminate future repair costs. BES's proposal cost to complete this work totals $20,000.

SUBJECT: Execute a Five-Year Agreement to Provide Traffic Signal, Streetlight, Parking Lot and Park Light Maintenance, and Underground Service Alert (USA) Marking Services

DATE: June 12, 2025

Bear Electric LLC Contract Details				
Contract Not to Exceed			**Total**	**$ 865,767**
Year 1 - FY2025-26			**Year 1 Total**	**$ 179,304**
Basic Services Covered Annually by the Agreement				
Lighting and Traffic Signal Maintenance		$ 72,834		
USA Markings		$ 31,680		
		Subtotal	$ 104,514	
Unforeseen Additional Repair Amounts				
	FY20-21	$ 8,567		
	FY21-22	$ 67,000		
	FY22-23	$ 53,381		
	FY23-24	$ 55,000		
	FY24-25	$ 90,000		
		Average	$ 54,790	
Park Lighting Improvements				
Blossom Hill Park Tennis Court Lighting Replacement		$ 20,000		
		Subtotal	$ 20,000	
Year 2 - FY2026-27			**Year 2 Total**	**$ 164,083**
Basic Services Covered Annually by the Agreement plus CPI		Subtotal	$ 107,649	
Unforeseen Additional Repair Amounts plus CPI		Average	$ 56,434	
Year 3 - FY2027-28			**Year 3 Total**	**$ 169,006**
Basic Services Covered Annually by the Agreement plus CPI		Subtotal	$ 110,879	
Unforeseen Additional Repair Amounts plus CPI		Average	$ 58,127	
Year 4 - FY2028-29			**Year 4 Total**	**$ 174,076**
Basic Services Covered Annually by the Agreement plus CPI		Subtotal	$ 114,205	
Unforeseen Additional Repair Amounts plus CPI		Average	$ 59,871	
Year 5 - FY2029-30			**Year 5 Total**	**$ 179,298**
Basic Services Covered Annually by the Agreement plus CPI		Subtotal	$ 117,631	
Unforeseen Additional Repair Amounts plus CPI		Average	$ 61,667	

CONCLUSION:

The proposed actions would allow the Town to proceed with executing an agreement with Bear Electrical Solutions LLC to provide streetlight and signal maintenance, unforeseen repair services, and Underground Service Alert (USA) marking services, plus one-time Park lighting safety improvements. This agreement structure ensures continuity of service while maximizing savings over multiple years. Staff is seeking a five-year agreement recognizing that future years will be subject to operating budget appropriations.

COORDINATION:

This report was coordinated by the Finance Department and the Town Attorney's Office.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

SUBJECT: Execute a Five-Year Agreement to Provide Traffic Signal, Streetlight, Parking Lot and Park Light Maintenance, and Underground Service Alert (USA) Marking Services

DATE: June 12, 2025

Attachments:

1. Agreement for Services with Exhibit A
2. Proposal Results

AGREEMENT FOR SERVICES

PREAMBLE

THIS AGREEMENT is dated for identification on 3rd day of June 2025 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Bear Electrical Solutions, LLC ("Service Provider"), identified as an C Corporation and whose address is 1252 State Street, PO Box 924, Alviso, CA 95002. This Agreement is made with reference to the following facts.

I. RECITALS

1.1 Town sought quotations for the services described in this Agreement, and Service Provider was found to be the lowest responsible supplier for this purchase.

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

1.3 Town desires to engage Service Provider to provide Traffic Signal and Streetlight Maintenance and Repair, and Underground Service Alert (USA) Marking Services. Field maintenance and repair of streetlights, parking lot lights, lights in the Town's public parks, traffic signals, and other traffic related equipment (such as electronic speed feedback signs and crosswalk warning lights, etc.)

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

II. AGREEMENT

2.1 Scope of Services. Service Provider shall provide services as described in that certain Proposal sent to the Town on April 17, 2025 which is hereby incorporated by reference and attached as Exhibit A.

2.2 Term and Time of Performance. The effective date of this Agreement shall begin July 1, 2025 through June 30, 2026 with an option to extend the contract up to four (4) additional years subject to appropriation of funds, notwithstanding any other provision in this agreement.

2.3 Compliance with Laws. The Service Provider shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Service Provider represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Service Provider to practice

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

2.6 Compensation: Compensation for year one (FY 2025/26) to provide maintenance services and Underground Service Alert (USA) marking services, plus unforeseen repair costs within the Town and park lighting improvements, shall not exceed $179,304. Compensation for future years will be the base cost of $159,304 and shall be adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco-Oakland-San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year. If the CPI indicates a downward adjustment, compensation would remain at the base amount. Payment shall be based upon Town approval of each task as shown below.

Bear Electric LLC Proposal for Basic Services		
	Total	**$104,514**
	Units	**Annual Cost**
Traffic Signals	31	$45,384
Street Lights	1,607	$24,105
Parking Lot Lights	119	$1,785
Park Lights	104	$1,560
USA Markings (24/month)	288/yr	$31,680

Year 1 - $179,304 (FY25/26), including unforeseen repair costs.

Year 2 - $164,083 (FY26/27), including 3% CPI.

Year 3 - $169,006 (FY27/28), including 3% CPI.

Year 4 - $174,076 (FY28/29), including 3% CPI.

Year 5 - $179,298 (FY29/30), including 3% CPI.

For a total agreement amount **not to exceed $865,767**, inclusive of all costs. Payment shall be based upon Town approval of each task.

*Total compensation includes an annual 3.0% CPI adjustment for Years 2-5.

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. Service Provider shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Service Provider shall make these records available to authorized personnel of the Town at the Service Provider 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 Service Provider. 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 Service Provider, 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 Service Provider 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. Service Provider agrees to testify in any litigation brought regarding the subject of the work to be

performed under this Agreement. Service Provider 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 Service Provider or is based on allegations of Service Provider's negligent performance or wrongdoing.

2.11 Conflict of Interest. Service Provider understands that its professional responsibilities are solely to the Town. The Service Provider has and shall not obtain any holding or interest within the Town of Los Gatos. Service Provider 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, Service Provider 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. Service Provider 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 Service Provider discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement Service Provider 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. Service Provider warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Service Provider 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. Service Provider 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. Service Provider 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. Service Provider shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Service Provider 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 insured as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of Service Provider, premises owned or used by the Service Provider.

ii. The Service Provider'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 Service Provider'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 Service Provider'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, Service Provider 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, Service Provider shall ensure that all subcontractors employed by Service Provider 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 Service Provider 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 Service Provider, or any of the Service Provider's officers, employees, or agents or any subcontractor.

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 Service Provider 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 Service Provider shall deliver to the Town all plans, files, documents, reports, performed to date by the Service Provider. In the event of such termination, Town shall pay Service Provider 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 Prevailing Wages. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over $1,000 which are defined as a “public work” by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.

4.4.1 The applicable California prevailing wage rate can be found at www.dir.ca.gov and are on file with the Town of Los Gatos Parks and Public Works Department, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.

4.4.2 Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified

payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime, weekend and holiday pay, and shift pay must be paid pursuant to applicable Labor Code section.

4.4.3 The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violations identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

4.4.4 As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the TOWN, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

4.4.5 In addition to submitting the certified payrolls and related documentation to the TOWN, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.

4.4.6 No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

4.4.7 No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

4.4.8 Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the TOWN for any fines assessed by the California Department of Industrial Relations against the TOWN for such violation, including all staff costs and attorney's fee relating to such fine.

4.4.9 The TOWN shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the TOWN may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

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

4.6 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.

4.7 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

Bear Electrical Solutions, LLC
1252 State Street, PO Box 924
Alviso, CA 95002

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

4.8 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.

4.9 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Service Provider. 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 Service Provider have executed this Agreement.

Town of Los Gatos by:

_____
Chris Constantin, Town Manager

Bear Electrical Solutions, LLC by:

_____
Name and Title

Recommended by:

_____
Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

_____
Gabrielle Whelan, Town Attorney

Attest:

_____
Wendy Wood, CMC, Town Clerk

BEAR

Driving a Higher Standard

Bear Electrical Solutions LLC

April 18th 2025

Town of Los Gatos – Traffic Signal and Streetlight Maintenance and Repair, and USA Services

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April 18th , 2025

Town of Los Gatos – Parks and Public Works Department
41 Miles Avenue
Los Gatos, CA 95030
Attn: Mike Vroman, TE – Senior Traffic Engineer

RE: RFP Response for Traffic Signal and Streetlight Maintenance and Repair, and USA Services

Dear Mike Vroman and Evaluation Committee,

Bear Electrical Solutions, LLC (Bear) is pleased to submit our proposal to provide traffic signal and streetlight maintenance and repair services for the Town of Los Gatos. We understand that the Town has been served by St. Francis Electric for the past decade, and while we respect their history, we believe Bear offers a unique advantage through our local presence, community involvement, and unmatched responsiveness.

Bear is headquartered in **Alviso**, less than 20 miles from Los Gatos, making us the most geographically aligned electrical contractor for your needs. In contrast, St. Francis Electric is based in **San Leandro**, which often results in longer travel times, delayed emergency response, and limited community integration. Our close proximity allows us to respond faster, mobilize resources more efficiently, and maintain a stronger presence within the community.

More importantly, **several Bear employees—including members of our ownership team—live in or near Los Gatos and are actively involved in the local community.** We don't just work here; we call this area home. That local commitment translates to a heightened sense of accountability, personal pride in our work, and a deeper understanding of the Town's values and expectations. In contrast, our incumbent competitor has **no direct affiliation with the Town of Los Gatos or its residents**, which can impact service continuity and community trust.

Bear is a full-service electrical contractor founded in 2013, specializing in traffic signal systems, street lighting, and emergency on-call services. We currently support more than 100 public agencies throughout California and are known for our responsiveness, expertise, and partnership-based approach with agencies just like yours.

This proposal outlines our comprehensive understanding of the Town's needs and highlights the strengths that set us apart:

- **Proximity & Responsiveness –** Located in Alviso with more than 45 qualified employees living in the Bay Area, we are well-positioned to provide consistent, on-time, and rapid-response maintenance services.
- **Deep Local Roots –** Our leadership and staff live and work in the community—bringing personal investment and local knowledge to every project.
- **Experienced & Dedicated Team –** Our executive, project, and field teams bring decades of combined experience supporting public agencies with traffic signal operations and maintenance.
- **Proactive, Collaborative Approach –** We operate as an extension of Town staff—offering guidance, innovation, and practical solutions tailored to each agency we serve.
- **Independent In-House Laboratory –** Bear maintains an off-site facility for cabinet and controller certifications and can provide training for Town staff at this location.
- **Outstanding Safety Record –** Bear has never received an OSHA violation and maintains a sub-0.65 EMR, reflecting our strong commitment to workplace safety.
- **PG&E Gold Shovel Certified** – We are authorized to coordinate and perform electrical work involving utility infrastructure, offering seamless support for related systems.

We welcome the opportunity to bring our locally rooted team, proven track record, and community-focused service model to the Town of Los Gatos. I am an authorized representative of Bear Electrical Solutions and am available at your convenience to answer questions or further discuss this proposal.

Thank you for your time and consideration.
Regards,
Bear Electrical Solutions, LLC

Robert Asuncion, TE robert@bear-electrical.com
Vice President

Company HQ: 1252 State Street, PO Box 924, Alviso, CA 95002 P (408) 449-5178. F (408)-449-5147

Offices: Sacramento, CA & Anaheim, CA

2. SCOPE OF SERVICES / WORK PLAN

Scope of Services

Bear Electrical Solutions shall provide comprehensive field maintenance, repair, and Underground Service Alert (USA) marking services for the Town of Los Gatos. Services will be performed by qualified personnel and include the following components:

1. Streetlight Maintenance

- Maintain approximately 1,607 Town-owned streetlights in safe, operable condition.
- Respond to outages, missing tags, and hazardous conditions within five (5) working days; pedestrian crosswalks require next-day response.
- Provide monthly reports and log all service activities using Town-approved forms.
- Tag poles, inspect for hazards (e.g., missing hand hole covers), and report to Town staff.
- Verify inventory accuracy and update records as necessary.

2. Parking Lot Lighting

- Maintain 119 lights in various Town parking lots including pole-mounted, bollard, and wall-mounted fixtures.
- Respond to outages and hazards within five (5) working days; full lot outages require next-day repair.
- Perform monthly night checks of designated lots and streets and report findings.

3. Public Park Lighting

- Maintain ~104 lights in Town parks.
- Respond to park-wide outages by next day; other repairs within five (5) working days.
- Conduct biannual night checks and submit reports with identified issues and completion confirmations.

4. Traffic Signal Maintenance

- Provide monthly preventative maintenance for 31 signalized intersections.
- Maintain, test, and repair Econolite Cobalt controllers, video detection systems, preemption devices, inductive loops, communication infrastructure (fiber/twisted pair), and controller cabinets.
- Conduct annual conflict monitor testing with triplicate reporting (cabinet, contractor office, and Town).
- Provide temporary signal equipment as needed at no additional charge.

5. Emergency Services

- Maintain 24/7 emergency response capability with a one-hour maximum response time.
- Restore operation following knockdowns, loss of indication, or severe damage.
- Failure to meet response times will incur liquidated damages.

2. SCOPE OF SERVICES / WORK PLAN (CONT)

BEAR

Scope of Services (continued)

6. USA (Underground Service Alert) Marking
- Perform locating and marking of Town-owned circuits, including lighting and traffic signal infrastructure, upon USA ticket notification.
- Maintain complete and accurate records of all tickets and mark-outs performed.

7. Extra Work
- Perform additional work (e.g., new installations, major repairs) upon prior written authorization from the Town.
- Extra work will be compensated based on agreed labor rates, equipment rates, and material markups.

8. Reporting and Documentation
- Submit monthly electronic maintenance activity reports in Excel format.
- Maintain logs at each intersection and service cabinet, documenting inspections, repairs, callouts, and technician details.
- Provide summaries of outstanding repairs and warranty-covered items.

9. Shop and Equipment Requirements
- Maintain a fully equipped local shop with inventory and testing capability per Caltrans and Town specs.
- Provide all necessary equipment including a 40-foot hydraulic bucket truck, communication devices, and signal testing tools.

Work Plan and Approach

Bear Electrical Solutions proposes a proactive, well-resourced, and locally managed work plan to address the comprehensive needs of the Town of Los Gatos for traffic signal, streetlight, and USA marking services. Our approach integrates preventive maintenance, rapid response, system reliability, and clear documentation—ensuring safe, efficient, and responsive service delivery.

1. Program Mobilization

•**Kick-off Meeting:** Initiate within 2 weeks of Notice to Proceed with Town representatives.
•**Inventory Validation:** Field-verify streetlights, traffic signals, and park/lot lights within 30 days of contract start, as required.
•**Database Integration:** Upload assets into our CMMS platform to streamline tracking and reporting.

2. Streetlight, Park, and Parking Lot Maintenance

•**Routine Maintenance:** All reported outages addressed within 5 working days; crosswalk-related outages repaired before dark the next day.
•**Emergency Repairs:** Response within 2 hours for exposed conductors or hazardous conditions.

2. SCOPE OF SERVICES / WORK PLAN (CONT)

BEAR

Work Plan and Approach (continued)

2. Streetlight, Park, and Parking Lot Maintenance (cont)

- **Night Inspections:**
  - **Monthly** for parking lots and key corridors (e.g., Main St, Blossom Hill, Santa Cruz Ave).
  - **Biannually** for public parks.
- **Documentation:** Use of Town's Service Form (Attachment D) for all lighting repairs; monthly reports submitted electronically.

3. Traffic Signal Maintenance

- **Monthly Preventive Maintenance:** Inspections completed on a set schedule per Attachment E & F. Includes checks of Econolite Cobalt controllers, LED modules, cabinet fans, push buttons, and communications.
- **Conflict Monitor Testing:** Annual test conducted per intersection; 3 copies of results stored and shared.
- **Emergency Response:** Within 1 hour of notification for knockdowns, signal failure, or malfunctions.
- **Temporary Equipment:** Maintain in-stock spares of controllers, preemption units, and LED modules to ensure uninterrupted operation.

4. USA Marking Services

- **USA Ticket Management:** All marking services for Town-owned electrical and signal circuits performed promptly in accordance with regulations.
- **Tracking:** Maintain log of USA tickets, response times, and marking status; submitted monthly.

5. Communication & Documentation

- **24/7 Response Center:** Dedicated dispatch line with backup communications and instant two-way communication to field staff.
- **Reporting Tools:** All activities logged in our maintenance system, with exports formatted per Town requirements.
- **Monthly Reports:** Include activity logs, maintenance summaries, and outstanding issues.

6. Emergency & On-Call Support

- **Response Time:** One-hour maximum for traffic emergencies; verified and documented via system timestamps.
- **Coordination with Agencies:** Work with Town, CHP, and utility providers as necessary; notify Town upon dispatch and resolution.
- **Follow-Up Repairs:** Permanent repairs proposed within 7 days of emergency response.

2. SCOPE OF SERVICES / WORK PLAN (CONT)

Work Plan and Approach (continued)

7. Extra Work and Upgrades

- **Scope Expansion:** Install or upgrade devices upon Town request; no work performed without prior written authorization.
- **Pricing Transparency:** Provide itemized cost proposals with labor, materials, and equipment pricing.
- **Technology Support:** Include design and installation of new LED systems, communications, or video detection enhancements as needed.

8. Quality Assurance & Meetings

- **Monthly Coordination:** Attend scheduled reviews with Town staff to go over maintenance logs, performance metrics, and outstanding repairs.
- **On-Demand Consultation:** Provide no-cost consultation for equipment recommendations or troubleshooting.
- **Staff Qualifications:** All assigned personnel meet or exceed five years' field experience; specialists in lighting and traffic systems.

9. Safety and Traffic Control

- **Setup Compliance:** All field operations performed with MUTCD-compliant traffic control setups.
- **Night Work Readiness:** Bucket trucks and tools equipped for safe night operations.

2. SCOPE OF SERVICES / WORK PLAN (CONT)

BEAR

Method of Approach

An RFP cannot capture all the literal details and intricacies of a traffic signal maintenance program. Because of this, we understand that a successful electrical maintenance contractor needs to be flexible and adaptable to complete necessary tasks promptly. For the Town of Los Gatos we will accomplish this in three (3) ways.

1. Communication

We understand that a maintenance business is a business built on trust and relationships. To build and maintain trust, continuous communication is paramount. This starts with assigning single points of contact in a qualified foreman electrician and project manager. Through these direct channels of communication, its our standard practice to consistently communicate with each other in a collaborative manner. This allows for us to adapt our work schedule, backlog, and manpower allocation to the specific needs of the Town. To assist with communication and transparency, we have developed an in-house web-based Maintenance Management System built on the salesforce platform. This, along with a well implemented communication and reporting plan allows us to provide real time updates on assigned tasks to our clients as well as meaningful reports.

2. Allocation of Resources

Through our combined experience and statewide presence, we know what it takes to properly staff and manage a traffic signal maintenance contract. We also understand that our assigned workload may not always be linear due to the responsive nature of such contracts. With that in mind, we assembled a field team of over 100 electricians, fiber optic and low voltage technicians, operators, and laborers available to assist under the direct supervision of our foreman electrician. This allows for us to not only exceed response time expectations on a day-to-day basis, but also complete larger scopes and tasks in a timely manner as they may arise.

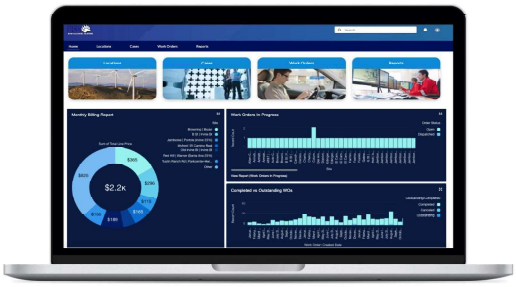
3. Additional In-House Services

Through our experience servicing similarly positioned agencies, we understand that a maintenance program may evolve or expand at times to include signal upgrades, modifications, and installations. Over time, we have expanded our services to include the following to further support the needs of our existing maintenance clients. Over time, we have grown our maintenance business to capture the below mentioned scopes in-house. By performing these scopes of work in-house rather than subcontracting, it allows for us to have control of our schedule and meet the needs and expectations of our clients in a timely manner.

2. SCOPE OF SERVICES / WORK PLAN (CONT)

Communication and Reporting

We believe in leveraging technology to enhance our communication and provide an unparalleled customer experience. With that, we utilize a blend of automatically generated tasks in our maintenance management system accompanied by personal communication to ensure all stakeholders are informed on current status of work. Our intent is to work collaboratively to develop communication support channels that best suit the Town's needs. Below is a communication and reporting plan that we recommend to meet the reporting requirements as outlined in the Town of Los Gatos RFP.



Communication Support Plan

Type	Responsibility	Description
Automatic Email Alerts	Bear Salesforce CRM (to be provided at no additional cost)	Upon commencement of work, automatic email alerts are configured so stakeholders can be notified of work as its completed
Emergency Work requiring immediate attention	Bear Technician/Project Manager	For issues concerning public safety, we empower our technicians to communicate directly with our clients to resolve issues as quickly as possible. A brief follow-up with written communication on the subject matter will be communicated via email by the project manager
Weekly Account Update	Bear Project Manager	At the end of each week, the assigned project manager provides an update via email on completed work this week, proposed schedule for the following week, and status on all open work with action items for both Bear and the Town
Monthly Maintenance Meetings	Bear Project Manager	Meet in person or virtually once per month with all project stakeholders to discuss status of project.
Monthly Accounting Reports	Bear Accounting Department	Our accounting department sends monthly invoicing summarizing all work performed during the previous month with costs broken down per work order. Along with this report, our accounting department also captures year-to-date expenditures and available contract balances. This allows both the Town and Bear to manage the rate of expenditures and make educated decisions on how to best use available funding.

Communication Feedback

One of the core values we built our business on is the notion of continuous improvement. This can only happen with open and honest feedback. We encourage all stakeholders to provide feedback and suggest any improvements or changes meet the needs of the Town.

2. SCOPE OF SERVICES / WORK PLAN (CONT)

Unlike other providers, Bear Electrical Solutions is uniquely positioned to serve the Town of Los Gatos thanks to our close proximity and strong local ties—factors that directly enhance our ability to meet and exceed project timelines. Our headquarters is located nearby in Alviso, which allows us to respond quickly and efficiently to service requests. Furthermore, several members of our management and field teams live in or around Los Gatos, deepening our connection to the community and reinforcing our commitment to maintaining its infrastructure with care and urgency.

The table below highlight Bear's committed response times for both routine maintenance and emergency work. We regularly outperform the Town's service expectations, providing 24-hour response for standard requests and ensuring on-site arrival within one (1) hour for critical issues. Our proximity and local investment translate into faster service, operational efficiencies, and long-term cost savings for the Town.

Base Maintenance

Work Type	Contract Required Response Time	Bear Committed Response Time
Traffic Signal Maintenance	Monthly by end of month	Monthly – no less than 3 weeks from previous service
Any traffic signal device malfunction, failure, loss of indication, construction damage, or any emergency traffic signal call.	1 Hour	Not greater than 1 hour on-site - 24/7/365
All Reported Inoperable Streetlights	Shall be serviced and repaired within five (5) working days or less.	Shall be serviced by end of the work week.
When the inoperable streetlights are reported for a pedestrian crosswalk.	Shall be repaired before dark of the next day.	Same day response
When the reported conditions require immediate attention, such as exposed hot conductors.	Shall be repaired or temporarily repaired within two hours from receiving the notice.	Not greater than 1 hour on-site and area is deemed safe – 24/7/365.
All reported inoperable parking lot lights	Shall be serviced and repaired within five (5) working days or less.	Shall be serviced by end of the work week.
When the inoperable lights are reported for an entire parking lot.	Shall be repaired before dark of the next day.	Same day response

3. HOURLY RATES

The following table outlines our hourly rates for labor and equipment used in extraordinary work and emergency maintenance response services.

Labor Rates for Extra or Emergency Work, As Required	Straight Time	Over Time	Double Time
Journeyman Electrician (Foreman)	$ 195.00	$ 250.00	$ 305.00
Journeyman Electrician	$ 185.00	$ 240.00	$ 295.00
Heavy Equipment Operator	$ 155.00	$ 195.00	$ 245.00
Laborer	$ 105.00	$ 130.00	$ 155.00
Network Engineer	$ 185.00	$ 240.00	$ 295.00
Licensed Traffic Engineer	$ 145.00	$ 200.00	$ 250.00

Equipment Rates for Extra Work	Per Hour
Bucket Truck	$ 35.00
Crane	$ 65.00
Air Compressor	$ 25.00
Vactor	$ 45.00
Dump Truck	$ 45.00

4. RELEVANT EXPERIENCE

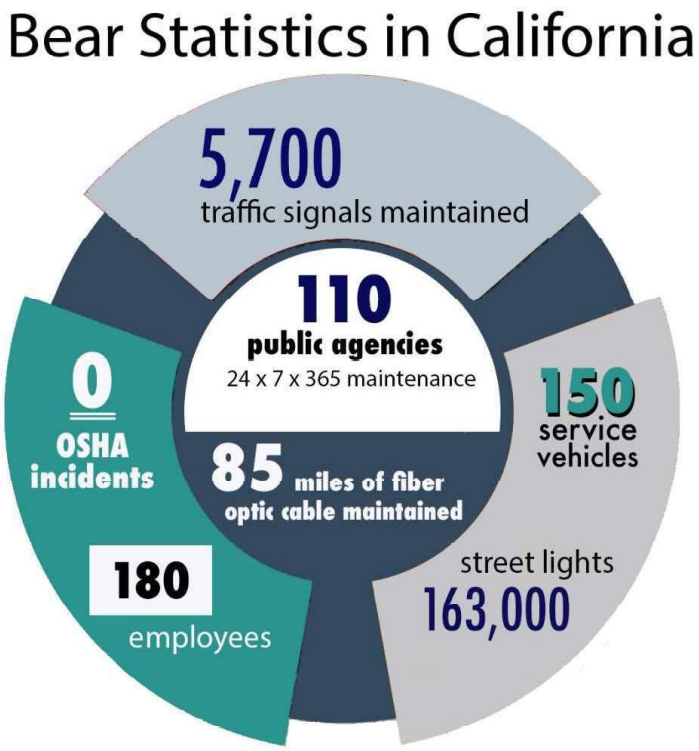
About Bear

Bear Electrical Solutions, LLC (Bear) is a privately held limited liability company established in January 2013. It operates as a subsidiary of **GreenArrow**, a multi-state holding company with more than 500 employees across California, Pennsylvania, Indiana, and Illinois. Bear employs 180 team members, including 81 based at our Alviso, California headquarters - with average employee tenure of 6.45 years, reflecting our strong retention and experienced workforce.

Founded by **Robert Asuncion** and **Andrew Bader**, both of whom are based in the South Bay Area, the company benefits from active ownership—Robert serves as Bear's Traffic Engineer, while Andrew oversees financial operations as President and Chief Financial Officer.

Bear was established with a clear mission: ***To become the trusted leader in transportation electrical services.*** Our steady growth reflects our commitment to delivering on our promises and earning the ongoing trust of our clients.

Today, Bear is uniquely positioned to provide the personalized service of a local firm with the financial backing and operational stability of a larger enterprise—making us an ideal partner for public agencies of all sizes.



The Perfect Combination:

1 **Unlimited resources**
Bear typically has on-hand the materials, equipment and personnel at one of our regional offices to support any size maintenance program. To help mitigate any risk for our agency customers, we also have access to unlimited capital through our larger holding company. Unlimited resources and powerful buying power have made Bear one of the most stable and viable long-term partners in the industry.

2 **Local support with autonomy – Tailored for Los Gatos**
With more than 25 years of experience supporting public agencies, we understand that each community has its own operational priorities and maintenance challenges. That's why our company is structured around autonomous regional offices led by local staff who build strong, responsive relationships with the agencies they serve. In the Town of Los Gatos, we've delivered a range of electrical services—including traffic signal maintenance, streetlighting, and ad-hoc electrical work—providing us with firsthand knowledge of the Town's infrastructure and a clear understanding of what works best for its systems and community expectations.

3 **Extending your team knowledge:**
Our diverse team has the largest breadth of skills in the industry (from traffic engineers to financial experts and construction management). In addition, we work across our network of seven offices in different states to ensure that we bring the latest trends and solutions to our customers. Our goal is to act as an extension of your team and help drive continuous improvement in your programs.

4. RELEVANT EXPERIENCE (CONT)

BEAR

Industry Qualifications

Bear Electrical is qualified to meet and exceed the requirements outlined by the Town of Los Gatos:

- A — **Class A –** General Engineering
- C-10 — **Class C-10 –** Electrical
- C-31 — **Class C-31 –** Work Zone Traffic Control
- D-31 — **Class D-31 –** Pole Installation and Maintenance

Certifications and affiliations

- Signatory to the International Brotherhood of Electrical Workers (IBEW), Laborers, Low Voltage, and Operators Union(s)
- Department of Industrial Relations (DIR) Certified & Registered (#1000002158)
- Pacific Gas & Electric approved electrical contractor
- United Contractors Association Member (UCON)
- CCNA-certified
- Maintenance Superintendant Association (MSA) Sponsor
- National Association of Women in Construction (NAWIC) Member / Sponsor
- Institute of Traffic Engineer (ITE) Member / Sponsor
- International Municipal Signal Association – various certifications (employee certifications)

4. RELEVANT EXPERIENCE (CONT)

Company Vehicles, Equipment, and Stock Inventory

Bear owns and operates a $9M fleet comprised of bucket, utility, and crane trucks. Bear also maintains an inventory of necessary traffic control equipment, such as construction area signs, cones, and message signs, to facilitate our traffic control work.

Regarding stock inventory for our maintenance business – we maintain a stock level of over $2M of traffic signal and streetlight material between all our regional offices.

Below is an equipment and inventory breakout demonstrating our company's equipment readiness available for this project.

Regional Office	Bucket Truck	Dump Truck	Utility Trucks /Flat Bed	Van/Pick Up Trucks	Crane Trucks	Loop Truck
Anaheim	13	0	1	6	1	0
SF Bay Area	17	8	6	24	2	1
Sacramento	13	2	8	2	0	1
Totals	**43**	**10**	**15**	**32**	**3**	**2**

Shared Regional Resources (Construction Equipment)

	Qty	Description	Qty	Description
Heavy Equipment	10	Arrowboard 2021	1	2018 Water Buffalo
	8	2014 Atlas Copco XAS 185	1	2013 Magnum Light Tower
	3	SS125 DIESEL MELTER R-AB- crafco	1	SLABACH I-85 REEL TRAILER
	6	Bobcat E35 Mini-Ex	1	BOBCAT 753
	2	2021 BOBCAT E32	1	2019 Caterpillar 246D Skid Steer and Attachments
	3	DITCH WITCH JT20 DRILL	1	2016 CAT 246D SKID STEER
	12	2022 Tow Master T20D TRAILER	1	2023 CAT Trackloader 279D3
	3	2021 Vermeer Vactron	5	2018 BIGT UTILITY TRAILER
	4	Carson Trailer - wire trailer	2	2018 Vermeer Vactron
	Various	Traffic Control Equipment - Cones, Signs, Etc.		

4. RELEVANT EXPERIENCE (CONT)

The City of San Jose 200 E. Santa Clara St, San Jose, CA 95113

The City of San Jose ranks 12th largest in the Country with a population of close to a million. The City has over 920 traffic signals and 62,000 streetlights. Bear currently provides 24/7/365 on-call traffic signal maintenance services. These services include knockdown response, repair, and ad-hoc electrical. Additional contract work involves on-call fiber communication maintenance. Bear has installed over 500 video detection systems for the City.

Reference Contact: Randy Griffith, Electrical Supervisor, (510) 828-3099

The City of Santa Clara

1500 Warbarton Ave., Santa Clara, CA 95050

Bear Electrical has been providing traffic signal maintenance under an all-inclusive contract to the City of Santa Clara for the past 4 years. Bear currently maintains 98 traffic signals with routine maintenance as well as 24/7/365 emergency response

Reference Contact: Joel Roque, Associate Engineer, (408) 615-3029

The City of Mountain View

500 Castro St., Mountain View, CA 94041

The City of Mountain View is a community located in the heart of Silicon Valley, with a population of approximately 82,000. The City maintains over 120 traffic signals and more than 7,000 streetlights. Bear currently provides 24/7/365 on-call traffic signal maintenance services, including knockdown response, signal repairs, and ad-hoc electrical work. Additional contract services include on-call maintenance and troubleshooting of the City's fiber communication network.

Reference Contact: Darwin Galang, Associate Civil Engineer, (650)903-6311 x 6005

The City of Fremont - 39550 Liberty St., Fremont, CA 95438

Bear Electrical has been providing traffic signal and lighting maintenance under an all-inclusive contract to the City of Fremont for the past 11 years. As a progressive city, Fremont is continually working to implement new technologies that ease traffic and congestion, while increasing safety. With 173 traffic signals and 20,000 streetlights, Bear provides all-inclusive services for traffic signal and streetlight maintenance, parks, and sports lighting facilities. Also included is 24/7/365 emergency response, preventative maintenance, & ad hoc electrical improvements.

Reference Contact: Victoria Walker, Associate Engineer, (510) 494-4756-3029

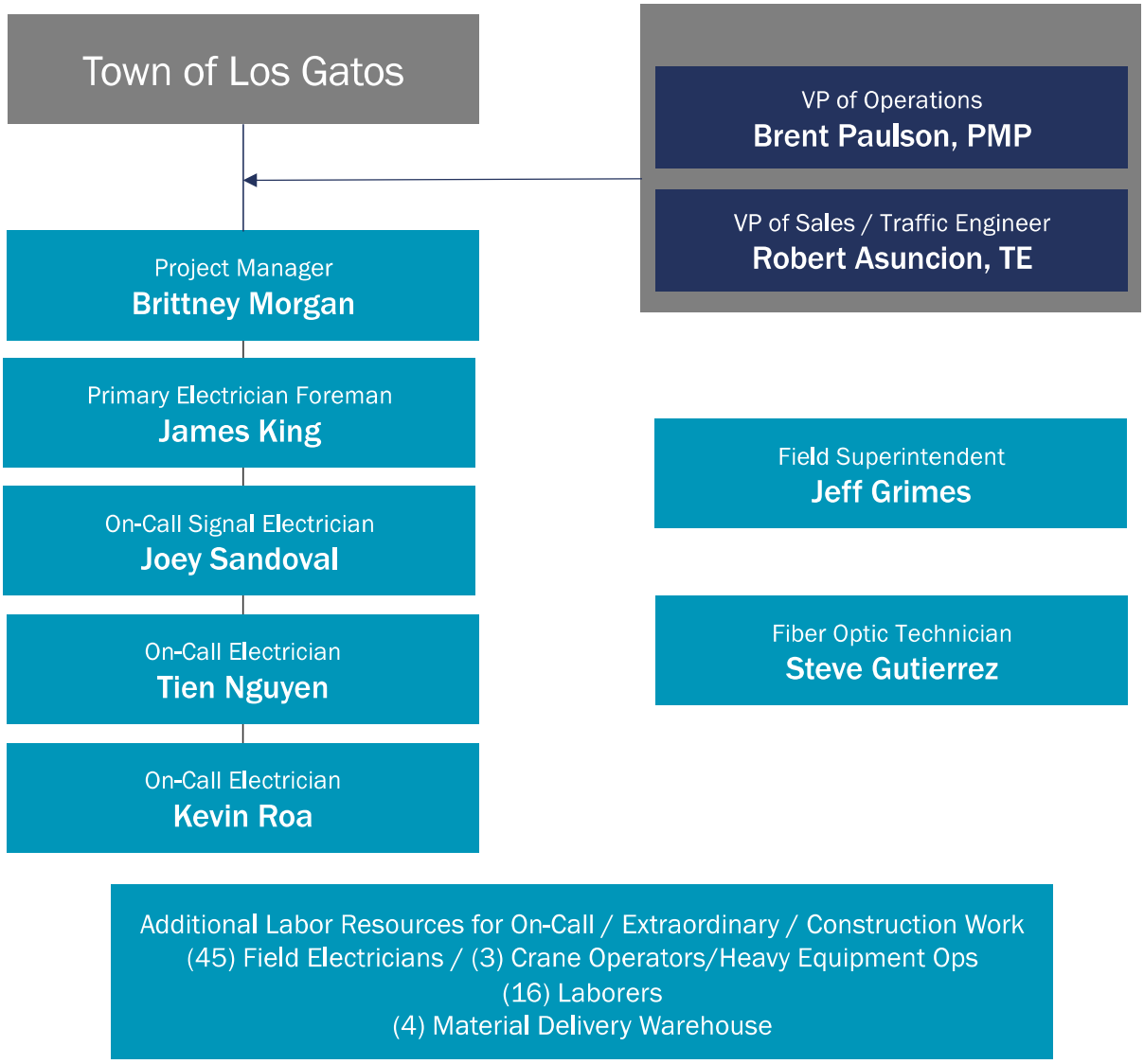
5. PROJECT TEAM AND MAIN CONTACT

BEAR

Team & Experience

Through our experience we have found that a maintenance and repair services agreement has a vast diversity of scope that is not always linear. To manage the urgency and diversity of such work, we have a core group of competent team members dedicated to the Town as well as a large team of qualified and diverse individuals that can be leveraged at any anytime based upon demand or the specifics of expertise.

The main project contact for the Town will be Project Manager, Brittney Morgan. She will coordinate all project deliverables with the Town as well as maintain a regular cadence of meetings with the Town ensuring project alignment and effective communication.



Brittney Morgan

Project Manager

Brittney is a dynamic and results-driven project manager with proven ability to lead teams, coordinate subcontractors, and drive projects to successful completion. She brings a unique combination of tenacity and clear, effective communication to every project – ensuring stakeholders are aligned and deliverables are met on time and within scope. Brittney is experienced in managing traffic signal maintenance-based contracts for over five (5) years ranging from small to large cities throughout the Bay Area.

Experience

Project Manager
Bear Electrical Solutions, LLC | 2020-present | Alviso, CA

- Forward-facing maintenance account representative for various public agency clients. Very client relationship focused.
- Responsible for project communications, material procurement, estimating and proposal development
- Procurement specialist with multiple vendor relationships in the traffic signal, ITS, and streetlighting business
- City/County permitting
- Responsible for construction/maintenance projects ranging from $500- $1M.

Area Sales Manager
Power Crunch| 2019-2020 | Alviso, CA

- Oversight of sales operations for large regional areas.
- Conducted market research and competitive analysis to identify trends, customer needs, and business expansion.
- Fostered strong relationships with key clients and partners, negotiating contracts and resolving issues to ensure long-term satisfaction.

Additional Skills

BA Communications – Professional Public & Organizational Communications (2012)
Permit Work and Permit Coordination
Computer – Email, MS Office
Purchasing, Tracking, Vendor Relations

6. PROJECT TEAM RESUMES (CONT)

BEAR

James King

Foreman Electrician / Laboratory Manager

With over 25 years of experience in electrical maintenance and construction, James has successfully delivered a wide range of transportation-related projects throughout the Bay Area, including traffic signal installations, system upgrades, roadway lighting, and fiber optic communications—most notably in cities like Los Gatos. His expertise spans both routine maintenance and complex infrastructure improvements, giving him a comprehensive understanding of public works operations and industry standards. In addition to self-performing specialized field work, James is a respected leader who mentors and trains new employees, fostering a skilled and safety-focused workforce.

Experience

Field Foreman / Electrician / Lab Manager
Bear Electrical Solutions, LLC | 2013 | Alviso, CA

- Working field foreman responsible both training and mentoring younger electrician.
- Over two decades of traffic signal system installation and maintenance experience, including ITS, fiber optic, and underground repair.
- Experienced in construction and maintenance of traffic signal systems including new ITS technologies.
- Certified bench tester of controller and cabinet assemblies.

Electrician
Siemens / Republic ITS | 2004-2013 | Fremont, CA

- Traffic Signal, Streetlight Maintenance and Construction
- Emergency Response

Certifications	Licenses
IMSA - Work Zone Safety IMSA - Traffic Signals Field Electrician I/II OSHA Training & Heavy Equipment Operator FOA Certified Fiber Optic Technician Certified Cable Splicing and Terminating for	State of California General Electrician #E119642-G State of California Contractor License (C-10, C-31) - #982079 IBEW Union Member

6. PROJECT TEAM RESUMES (CONT)

BEAR

Tien Nguyen

Traffic Signal and Streetlight Electrician

Mr. Nguyen has over 24 years of field experience as a commercial, residential, and industrial electrician. He is experienced in traffic signal, streetlighting, installation, maintenance, and troubleshooting. Additionally, he is experienced with SCADA, fiber optic installation, and security camera networking. Tien has completed some high visibility projects, such as switchgear replacement for the Bay Area bridges for Caltrans and signal work for VTA.

Experience

Electrician
Bear Electrical Solutions, LLC | 2020-present | Alviso, CA

As field electrician for the Bear Electrical – SF Bay Area operations, Mr. Nguyen performs construction and specialty work such as crane, fiber optic, and medium voltage works.

Electrician
Rays Electric. | 2019-2020 | Oakland, CA

Traffic Signal, RRFB, Highway Lighting Construction

Electrician
NorCal General Construction. | 2014-2019 | San Jose, CA

Commercial and Industrial Electrical

Electrician
All Bay Electric | 2016-2016 | Brentwood, CA

Industrial Electrical

Electrician
Amland | 2003-2013 | San Jose, CA

Certifications	Licenses
IMSA - Work Zone Safety IMSA - Traffic Signals Field Electrician I/II OSHA Training & Heavy Equipment Operator FOA Certified Fiber Optic Technician Certified Cable Splicing and Terminating for Medium Voltage & CIC Crane Certificate Certificate of Electrical Safety for Industrial	State of California General Electrician #E158856 IBEW Union Member

6. PROJECT TEAM RESUMES (CONT)

BEAR

Joey T. Sandoval

Field Electrician

With over a decade of hands-on experience in the electrical field, Joey brings deep expertise in both traffic signal systems and commercial electrical installations. As a lifelong resident of San Jose, he has an in-depth understanding of the region's infrastructure and has successfully completed a wide range of projects throughout the area. Joey is known for his reliability, technical proficiency, and strong commitment to safety and quality. His familiarity with local agency standards and his ability to adapt to dynamic field conditions make him a valuable asset on any job site.

Experience

Electrician
Bear Electrical Solutions, LLC | 2023-present | Alviso, CA

- Maintenance and On-Call Repair
- ITS installation and deployment
- Emergency Response

Electrician
CSI Electrical Contractors | 2021-2023 | San Jose, CA

- Off-site electrical including lighting installation, new builds and retrofits
- Commercial, hospital electrical projects, medium voltage work

Electrician
Rosendin Electric | 2019-2021 | San Jose, CA

- Commercial and Industrial Electrical
- Caltrans and Public Works Construction focused on electrical
- Motor Controls

Fiber Technician/Fiber Splicer
Cal Coast Telecom | 2015-2016 | San Jose, CA

- Fiber Splicer for telecom projects
- Low voltage installation

Certifications	Licenses
IMSA Traffic Signal Field Electrician Level I/II OSHA Training FOA Certified Fiber Optic Technician Corning Optical Fiber Certified CAD Welding Cert. for Grounding and Bonding	California State Certified – Provisioned IBEW Graduate

6. PROJECT TEAM RESUMES (CONT)

BEAR

Kevin Roa

Electrician

With over nine (9) years of experience as traffic signal/streetlight electrician, Kevin has established himself as dedicated and knowledgeable within the industry, specializing in on-call traffic signal and streetlight maintenance. Fully trained in all aspects of traffic signal and ITS troubleshooting, new installations, and modifications.

Experience

Electrician
Bear Electrical Solutions, LLC | 2015-present | Alviso, CA

- Dedicated traffic signal and streetlight routine, response, and emergency response services.
- Trained and certified in various ITS technologies and platforms
  (such as 2070/170/NEMA, TS1-TS2, legacy non-NEMA PLC.)
- Ensure maintenance contract compliance with agency requirements for field work.

Investigative Aide
Monterey County District Attorney| 2013-2014 | Salinas, CA

- Under direction of District Attorney provided information and communication support relating with criminal investigation cases.
- Independently contacted case requesters to obtain additional information.

Certifications	Licenses and Education
OSHA 30 IMSA Traffic Signal Bench Level III IMSA Traffic Signal Field Level III IMSA Work Zone Traffic Control Technician CPR/AED	BS Degree – Criminal Justice Minor – Information Technology

Steve Gutierrez

Fiber Technician Foreman

With over two decades of experience in the telecommunications industry, Steve specializes in fiber optics technology, leveraging extensive training and hands-on expertise to deliver efficient and safe performance. Steve is proficient in evaluating and troubleshooting complex fiber optic systems while ensuring timely and effective resolutions to technical challenges. Driven by a passion for excellence, Steve thrives in dynamic environments, embrace new challenges, and continually seek opportunities to enhance his knowledge and skills in advanced telecommunications technologies.

Experience

Field Fiber Technician Foreman
Bear Electrical Solutions, LLC | 2022-Present | Alviso, CA

Field foreman leading crews in the installation of new fiber plants.
Performs troubleshooting, repair, and testing and commissioning of fiber communication networks.
Projects involve Public Works, commercial, industrial, and public safety critical infrastructure.
Splicing, power meter testing, pulling and running Cat 6 and Fiber.

Fiber Technician
Cupertino Electric, Inc | 2019-2022 | Santa Clara, CA

Data Closet Build-Outs, Access Control Installation
Fire Alarm Wiring
Fiber Optic installation in commercial, industrial, and public safety infrastructure

Premise Technician / Construction Splicer
AT&T | 2007-2019 | Santa Clara, CA

Installation of Fiber Optic for U-Verse, Direct TV systems
Wiring of home with low voltage, fiber optic, satellite and troubleshooting.
Splicing, Cable conditioning/placement, pole climbing & repairs
Building phone rooms, utility work

Certifications	Skills & Abilities
Applied Professional	Electrical/Low Voltage
Training FCC License	Critical Infrastructure Maintenance
Fiber Optic Communication DTSAT	Fiber / Copper Running, Installation, and Repair
Data Communication& Network	Pole / Ladder Climbing
Cisco Networking Fundamentals	Manhole / Pole Climbing
	Union Steward
	Training

Jeff Grimes

Field Superintendent

As Field Superintendent, Jeff brings 32 years of experience in traffic signal and electrical maintenance and construction, with a proven ability to manage personnel, materials, and equipment logistics on complex infrastructure projects. He works closely with project managers to ensure deliverables are met with precision, proactively addressing challenges to maintain project timelines and quality. Jeff also oversees team training, safety compliance, and technical execution, drawing on his in-depth knowledge of electrical systems, traffic signal operations, and industry standards. His leadership and field expertise make him a key contributor to successful project outcomes.

Experience

Regional Field Superintendent
Bear Electrical Solutions, LLC | 2017-present | Alviso, CA

- Maintain day to day operations in the field
- Oversee manpower for all projects
- Make sure all safety protocols are followed and in compliance

Foreman Electrician
Tennyson Electric Inc. | 2010-2017 | San Jose, CA

- Street Lighting, Traffic Signals
- Cal-Trans Spec Splicing for outside
- Blueprint Reading
- Circulatory and Underground Layout

Apprentice to Foreman Electrician
BC Electric | 1992-2010 | San Jose, CA

- Commercial and Industrial Electrical
- Circuit Layout
- Motor Controls
- Lighting Control Blueprint Reading
- Conduit Bending
- Panel Termination & Main Gear Installation

Certifications & Licenses

OSHA 30
State of California General Electrician #E-112734G
IBEW Union Member

6. PROJECT TEAM RESUMES (CONT)

BEAR

Brent Paulson

Vice President of Operations

As the Vice President of Operations for Bear Electrical Brent ensures all project resources – personnel, material, and equipment – are in place and operating as desired from a Company and customer perspective. As a previous electrician and project manager, Brent Paulson provides high-level oversight to our company's operations team, ensuring that internal and external customer expectations are met. Under Brent's leadership, the company has continued to grow and expand, delivering on Bear's promises and values to its clients.

Experience

Project Manager
Bear Electrical Solutions, LLC | 2013-present | Alviso, CA

As a project manager for Bear Electrical, Brent leads a project management team that is responsible for the maintenance and service of approximately 2,000 signals and 120,000 streetlights for various agencies in the San Francisco Bay Area. His team also specializes in ITS deployment and SMART City projects.

Electrician
Siemens/ Republic ITS | 2007-2013 | Fremont, CA

- Traffic Signal Maintenance
- Streetlight Maintenance
- Fiber Optic / Copper / Wireless Communication
- ITS Deployment
- Traffic Signal Upgrades/ Modifications

Certifications	Licenses
IMSA - Work Zone Safety IMSA - Traffic Signals Field Electrician I/II/III IMSA – Traffic Signals Bench I/II OSHA 30 Certified IBEW Apprenticeship Graduate NECA Accredited and Certified PM Project Management Professional (PMP)	State of California General Electrician #E-155344-G Project Management Professional (PMP)

6. PROJECT TEAM RESUMES (CONT)

BEAR

Robert Asuncion

Company Principal / Traffic Engineer

Robert can provide on-call traffic engineering support should the Town require ad-hoc consulting. Starting his career in the public sector and later forming a business focused on meeting the needs of cities, Robert provides expertise and insights on best maintenance practices while ensuring technical compliance.

Experience

Co-Founder and Vice-President
Bear Electrical Solutions, LLC | 2013-present | Alviso, CA

- Co-founded business from scratch and grew operations from 2 employees to over 145 employees statewide.
- Provides traffic signal maintenance expertise;
- Business development.

Regional Manager
Siemens/ Republic ITS | 2004-2012 | Fremont, CA

- Responsible for P&L activities for the SF Bay Area regional office with annual revenues of over $40M per year;
- Cost estimating;
- Provided on-call traffic engineering consultation for various public agency clients.

Associate Transportation Engineer
City of Fremont | 1999-2004 | Fremont, CA

- Citizen respondent to all traffic engineering-related inquiries;
- Responsible for traffic signal operations & red light-camera program for a City with over 200k population.

Certifications	Licenses
IMSA - Work Zone Safety IMSA - Traffic Signals Field Electrician I/II/III IMSA – Traffic Signals Bench I/II Bachelors in Civil Engineering	State of California Professional Engineer in Traffic Engineering (No. TR 2156) State of California Contractor License - Class A General Engineering (No. 982079) State of Nevada Contractor License – Class A General Engineering (No. 0090133)

Line Item	Description	Quantity	Unit of Measure	Unit Cost
1	Streetlight Maintenance & Repair Flat Rate per streetlight	1	Each	$1.25
2	Traffic Signal Preventative Maintenance & Repair Flat Rate per intersection	1	Each	$122.00
3	Parking Lot Light Maintenance & Repair Flat Rate per light	1	Each	$1.25
4	Lights in Public Parks Maintenance & Repair Flat Rate per light	1	Each	$1.25
5	USA Locating & Marking Flat Rate	1	Per Ticket	$110.00
	Total			$235.75

Line Item	Description	Quantity	Unit of Measure	Unit Cost
6	Install Town Standard LED light fixture (non-decorative)	1	Each	$1,285.00
7	Install Town furnished LED light fixture	1	Each	$200.00
8	Install light pole with arm on existing foundation – Octaflute pole	1	Each	$6,460.00
9	Install light pole with arm on existing foundation – Type 15 pole	1	Each	$5,970.00
10	Install light pole with Town furnished arm on existing foundation - Octaflute pole	1	Each	$5,720.00
11	Install light pole with Town furnished arm on existing foundation – Type 15 pole	1	Each	$2,340.00
12	Construct light pole foundation and restore affected sidewalk	1	Each	$2,170.00
13	Construct light pole foundation and restore affected area (no sidewalk)	1	Each	$4,520.00
14	Install Town furnished light pole and arm	1	Each	$2,485.00
15	Install luminaire arm on existing Octaflute pole	1	Each	$1,580.00
16	Install luminaire arm on existing Type 15 pole	1	Each	$1,450.00
17	Install Town furnished luminaire arm	1	Each	$620.00
18	Install pull box (#3 ½) and restore affected sidewalk	1	Each	$1,780.00

19	Install pull box (#3 ½) and restore affected area (no sidewalk)	1	Each	$1,450.00
20	Construct new foundation, installation of 1B Pole on new foundation and restore affected sidewalk	1	Each	$4,125.00
21	Construct new foundation, installation ofInstallation of 1B Pole on new foundation and restore affected area (no sidewalk)	1	Each	$3,615.00
22	Installation of 1B Pole on existing foundation	1	Each	$2,075.00
23	Construct new foundation, installation of PPB post with ADA push button assembly on new foundation	1	Each	$2,845.00
24	Installation of PPB post with ADA push button assembly on existing foundation	1	Each	$1,900.00
25	Installation of inductive loops 6'x6' Type A, B, D, E, and Q per loop	1	Each	$750.00
26	Installation of inductive 2'x6' Type C Bicycle Loop	1	Each	$750.00
27	Installation of LED modules for Non-PV Heads Red	1	Per Module	$250.00
28	Installation of LED modules for Non-PV Heads Yellow	1	Per Module	$250.00
29	Installation of LED modules for Non-PV Heads Green	1	Per Module	$250.00
30	Installation of LED modules for PV Heads Red	1	Per Module	$340.00
31	Installation of LED modules for PV Heads Yellow	1	Per Module	$340.00
32	Installation of LED modules for PV Heads Green	1	Per Module	$340.00
33	Pedestrian Countdown (Combo)	1	Per Module	$360.00
34	Installation of 12" Signal Heads with LED modules (on existing framework), visors, back plates, and louvers as needed - 3 Section Non-PV Heads	1	Each	$1,015.00

35	Installation of 12” Signal Heads with LED modules (on existing framework), visors, back plates, and louvers as needed - 4 Section Non-PV Heads	1	Each	$1,145.00
36	Installation of 12” Signal Heads with LED modules (on existing framework), visors, back plates, and louvers as needed - 5 Section Non-PV Heads	1	Each	$1,275.00
37	Installation of 12” Signal Heads with LED modules (on existing framework), visors, back plates, and louvers as needed - 3 Section PV Heads	1	Each	$4,895.00
38	Installation of 12” Signal Heads with LED modules (on existing framework), visors, back plates, and louvers as needed - 4 Section PV Heads	1	Each	$6,330.00
39	Installation of 12” Signal Heads with LED modules (on existing framework), visors, back plates, and louvers as needed - 5 Section PV Heads	1	Each	$7,800.00
40	Installation of Mounting Bracket - Type MAS	1	Each	$360.00
41	Installation of Mounting Bracket - Type MAT	1	Each	$360.00
42	Installation of Mounting Bracket - Type TV-1-T	1	Each	$645.00
43	Installation of Mounting Bracket - Type TV-2-T	1	Each	$945.00
44	Installation of Mounting Bracket - Type TV-3-T	1	Each	$1,280.00
45	Installation of Mounting Bracket - Type SV-1-T	1	Each	$610.00
46	Installation of Mounting Bracket - Type SV-2-T	1	Each	$910.00
47	Installation of Mounting Bracket - Type SV-3-T	1	Each	$1,200.00

48	Installation of Mounting Bracket - Type SP-1-T	1	Each	$610.00
49	Installation of Mounting Bracket - Type SP-2-T	1	Each	$910.00
50	Installation of Yellow Reflective Tape on Existing Backplates (Prep & paint as necessary.)	1	Each	$100.00
51	Installation of Pedestrian Signal Head (with LED Countdown)	1	Each	$585.00
52	Installation of Accessible Pedestrian Signal (Polara or approved equal)	1	Each	$835.00
53	Installation of Pedestrian Push Button Assembly	1	Each	$400.00
54	Installation of Town furnished signal controller cabinet assembly on existing foundation	1	Each	$3,300.00
55	Install #4 pull box and restore affected sidewalk	1	Each	$1,650.00
56	Install #5 pull box and restore affected sidewalk	1	Each	$1,275.00
57	Install #6 pull box and restore affected sidewalk	1	Each	$1,275.00
58	Install #4 pull box in street (traffic grade) and restore affected area	1	Each	$3,050.00
59	Install #5 pull box in street (traffic grade) and restore affected area	1	Each	$3,550.00
60	Install #6 pull box in street (traffic grade) and restore affected area	1	Each	$3,925.00
61	Replace/install #4 pull box in dirt and restore affected area	1	Each	$1,140.00
62	Replace/install #5 pull box in dirt and restore affected area	1	Each	$770.00
63	Replace/install #6 pull box in dirt and restore affected area	1	Each	$780.00
64	Conflict monitor (CMU/MMU) test	1	Each	$200.00
65	Update streetlight inventory	1	Each	$8,000.00
66	Update parking lot lights inventory	1	Each	$1,600.00
67	Complete inventory of lights in Town Parks	1	Each	$1,600.00
68	Percent Markup on Materials	0	Percent	15%
	Total			$ 120,560.15

EVALUATION

RFP FOR TRAFFIC SIGNAL AND STREETLIGHT MAINTENANCE AND REPAIR, AND UNDERGROUND SERVICE ALERT (USA) MARKING SERVICES

Request For Proposal

Parks and Public Works

96882, 96883

Release Date: Tuesday, April 1, 2025

Due Date: Friday, April 18, 2025 3:00pm

Posted Tuesday, April 1, 2025 9:59am

Bid Unsealed Monday, April 21, 2025 12:14pm by Kinjal Buch

Pricing Unsealed Monday, April 21, 2025 12:14pm by Kinjal Buch

All dates & times in Pacific Time

Viewing Phase 2 (current)

1. Scope of Work

Please add detailed scope of work here.

1.1. Detailed Scope of Work

A. **SERVICES**

The Contractor shall provide ongoing and field maintenance and repair of streetlights, parking lot lights, lights in theTown's public parks, traffic signals, and other traffic related equipment (such as electronic speed feedback signs and crosswalk warning lights, etc.) by duly trained and qualified personnel. The Contractor shall also perform USA (Underground Service Alert) marking.

The Contractor shall provide and maintain emergency service response on a 24-hours per day, 7 days per week basis, including all holidays, utilizing trucks equipped with radio dispatch and/or cellular communication capabilities, warning beacon/strobe lights; traffic cones; construction warning signs; a hydraulic bucket capable of reaching a height of 40 feet from the roadway surface; proper lighting for illuminating the work area at night; necessary computer laptop for programming, maintenance and testing of traffic signal controllers and various equipment. All required equipment shall be properly maintained and functional 24 hours a day, 7 days a week, including holidays.

The Contractor shall ensure that any vehicle used within the boundaries of the Town of Los Gatos where lane closures or work within the travel lanes is required shall be equipped with an arrow board, warning beacons/strobe lights, the proper quantity and sized cones for a lane closure, and advance warning signs. All of the Contractor's employees working within the boundaries of the Town shall be equipped with a communication device capable of instant 2-way communications for extended periods of time with the Contractor's shop or with Town staff.

The Contractor shall have available, and readily accessible in functioning order, all required tools, equipment, apparatus, facilities, and needed to perform all work necessary to maintain and repair the street lights, traffic signals, parking lot lights and lights in the parks as listed in Attachments A, B, C and K in compliance with current State and Town standards and specifications and National Electric Code (NEC).

The Contractor is required to provide a 24-hour phone service for taking calls for reported inoperable signals and lighting. All calls shall be logged by Contractor. The Contractor shall respond to call outs, inspect, verify, identify problems, and perform necessary repair per the contract requirements. All calls shall be entered into computer. The Contractor shall respond within the required response times as noted below and listed in Attachment I.

The Contractor shall provide traffic control, lane closures, sidewalk closure and/or detour that conform to the State and Town requirements. During emergency conditions, the Contractor shall assure full cooperation with the Town of Los Gatos.

B. **STREETLIGHT MAINTENANCE**

Maintain all streetlights (including streetlighting, and intersection safety lighting) owned by the Town in an operable and safe condition. Respond to call outs for outage, missing pole tag, missing hand hole cover, and any unsafe or inoperable condition. The PG&E owned streetlights (typically mounted on wood or utility poles) are not part of the contract.

All reported inoperable lights shall be serviced and repaired within five (5) working days or less. The five working days shall be measured beginning the first full day following receipt of the outage report. When the inoperable lights are reported for a pedestrian crosswalk, it shall be repaired before dark of the next day. When the reported conditions require immediate attention, such as exposed hot conductors, they shall be repaired or temporarily repaired within two hours from receiving notice. When performing streetlighting service, Contractor shall complete the Town's streetlight service form and report findings to Town staff. A copy of the streetlight service form is attached in Attachment D. All calls and services shall be entered logged. A summary report of activities, and an electronic file of repair records, shall be submitted to Town staff for review monthly.

The Contractor is required to have a lighting/electrical technician, with a minimum of five years of experience in streetlighting repairs, available to perform Services under this contract as designated. The technician shall have experience with the operation, maintenance, and repair of streetlights. The technician shall also have knowledge and experience of operation, maintenance, and repair of electrical service.

A complete inventory of approximately 1,607 Town-owned streetlights is available at Parks and Public Works Department. Most of the streetlights have been replaced with LED lights except for the decorative light fixtures. A summary table of LED streetlights is included as Attachment A. Town standard streetlight poles are Octaflute. Other streetlight standards that may be found in Town are Type 15, Octagonal, and other decorative poles. Town has installed LED streetlights town wide except for decorative light fixtures. It shall be the Contractor's responsibility to verify the accuracy of the inventory.

When responding to a streetlights maintenance call-out, the Contractor shall tag light pole in accordance with the Town and PG&E requirement if the pole ID tag is missing or not apparently visible. Contractor shall also note if there are any insecure or unsafe conditions such as missing hand hole covers, broken pull box lids, exposed wires, etc. repair and report to town staff.

Parking Lot Lights

Maintain lighting in Town's parking lots in an operable and safe condition. These lights are mounted on poles, bollards, walls, or garage ceiling. Respond to call outs for outage, missing pole tag, missing hand hole cover, broken fixture, broken bollard, and any unsafe or inoperable condition.

All reported inoperable lights shall be serviced and repaired within five (5) working days or less. The five working days shall be measured beginning the first full day following receipt of the outage report. When the inoperable lights are reported for an entire parking lot, it shall be repaired before dark of the next day. When performing lighting service, Contractor shall complete the Town's streetlight service form and report findings to Town staff. A copy of the streetlight service form is attached in Attachment D. All calls and services shall be entered and logged. A summary report of activities, and an electronic file of repair records, shall be submitted to Town staff for review monthly.

The Contractor is required to have a lighting/electrical technician, with a minimum of five years of experience in streetlighting repairs, available to perform Services under this contract as designated. The technician shall have experience with the operation, maintenance, and repair of lights. The technician shall also have knowledge and experience of operation, maintenance, and repair of electrical service.

A complete inventory of 119 parking lot lights is available at Parks and Public Works Department as shown in Attachment B. It shall be the Contractor's responsibility to verify the accuracy of the inventory.

Night Check for Parking Lot Lights and Specified Streets

Perform a monthly night check for outages and malfunctions of lighting and illuminated signs for the parking lots and the following streets: Los Gatos Boulevard, Main Street, Winchester Boulevard, Santa Cruz Avenue, Blossom Hill Road, Lark Avenue, Los Gatos Saratoga Road, Los Gatos Almaden Road, Pollard Road, and Knowles Drive. Also perform night check for problem locations as needed and as directed by Town staff. The cost for the monthly night check is considered part of monthly maintenance flat fees. A report with the results of night check shall be submitted to Town within a week from night check. Any identified light outage shall be repaired within a week from night check except for the repair that may require staff approval elsewhere in the contract specifications.

Lights in the Town's Public Parks

Maintain lighting in the Town's public parks in an operable and safe condition. These lights are mounted on poles, bollards, or walls. Respond to call outs for outage, missing pole tag, missing hand hole cover, broken fixture, broken bollard, and any unsafe or inoperable condition.

All reported inoperable lights shall be serviced and repaired within five (5) working days or less. The five working days shall be measured beginning the first full day following receipt of the outage report. When the inoperable lights are reported for the entire park, they shall be repaired before dark of the next day. When performing lighting service, Contractor shall complete the Town's streetlight service form and report findings to Town staff. A copy of the streetlight service form is attached in Attachment D. All calls and services shall be entered logged. A summary report of activities, and an electronic file of repair records, shall be submitted to Town staff for review monthly.

The Contractor is required to have a lighting/electrical technician, with a minimum of five years of experience in streetlighting repairs, available to perform Services under this contract as designated. The technician shall have experience with the operation, maintenance, and repair of lights. The technician shall also have knowledge and experience of operation, maintenance, and repair of electrical service.

An estimated inventory of approximately 104 lights in the Town's public parks is available at Parks and Public Works Department as shown in Attachment I. It shall be the Contractor's responsibility to complete a detailed inventory and provide to the Town staff by the end of July 2025.

Night Check for Lights in the Town's Public Parks

Perform a biannual (every six months) night check for outages and malfunctions of lighting in the Town's public parks. Also perform night check for problem locations as needed and as directed by Town staff. The cost for night check is considered part of monthly maintenance flat fees. A report with the results of the night check shall be submitted to Town within a week from night check. Any identified light outage shall be repaired within a week from night check except for the repair that may require staff approval elsewhere in the contract specifications.

USA (Underground Service Alert)

Provide USA locating and marking service for Town's electrical circuits such as streetlights, parking lot lights, lights in the Town's public parks, traffic signals, signal interconnect, fiber optic communication lines, and other Town owned public lighting.

C. **TRAFFIC SIGNAL MAINTENANCE**

Provide ongoing and routine preventive maintenance and repair of traffic signal equipment, associated lighting, and other pertinent apparatus by duly trained and qualified personnel. A list of the thirty-one (31) Town traffic signals is shown in Attachment C.

The Contractor is required to have a traffic signal technician, with a minimum of five years of experience in traffic signal repairs, available to perform Services under this contract as designated. The Traffic Signal Technician shall have experience with the operation and maintenance of Econolite Cobalt controllers currently in use by the Town of Los Gatos. The Traffic Signal Technician shall also have knowledge and experience of the operation and maintenance of traffic signal controller cabinet assemblies, inductive traffic loops, video detection systems, emergency vehicle preemption devices, twisted pair interconnect, fiber optic cables, and copper and fiber communication equipment. The Traffic Signal Technician shall keep up to date on the operation and maintenance of all state-of-the-art traffic signal control devices and related equipment to ensure that the Town's needs will also be supported in the future. The Traffic Signal Technician shall also be familiar with and adhere to National and State standards for programming traffic signal controllers.

The Contractor shall furnish temporary replacement traffic signal controllers, preemption units, traffic signal communications and monitoring equipment, detector amplifiers, conflict monitors, video detection systems, power supplies, and any standard traffic signal equipment necessary [illegible]toring traffic signal operation. Contractor furnished temporary spares shall be identical to the component being replaced in manufacture,

make and model. The Contractor shall deviate from this requirement only upon written advance approval from the Town. The Contract provide temporary equipment, at no additional charge to the Town, whenever the original units are removed for repair or servicing.

Preventive Maintenance

The Contractor shall perform routine preventive maintenance service to eliminate or reduce any incidence of malfunctions and complaints, and to maximize the useful life of the Town's traffic signal equipment including and may not be limited to signalized intersections.

The Contractor shall provide monthly preventive maintenance for the signalized intersections listed in Attachment C. The Contractor shall complete Preventive Maintenance Checklists (Attachment E & F) for each maintenance inspection and shall indicate the work performed or required for each item. The Contractor shall maintain one copy of the completed form for each intersection, and for each inspection, in the controller cabinet and in the Contractor's business office throughout the term of this contract.

The monthly maintenance service shall be performed within the same week of every month for each intersection. Monthly maintenance services shall not be closer than three weeks for any intersection. The Contractor shall notify Town staff the scheduled date for preventive maintenance service at least one week prior to performing the service.

A conflict monitor test shall be performed annually at each traffic signal; the Contractor shall maintain three copies of full field test results. One copy shall be left in the traffic signal controller cabinet, one copy shall be maintained at the Contractor's business office, and one copy shall be sent to the Town.

It is understood and agreed that failure on the part of the Contractor to perform monthly preventive maintenance as required by this contract will cause the Town to suffer an unascertainable amount of damage. Therefore, the Contractor agrees to pay to the Town, not as a penalty but as liquidated damages, the amount of $500 per calendar day that the intersection is overdue for monthly preventative maintenance. The total amount of liquidated damages will be totaled and deducted from the monthly invoice payment.

Traffic Signal Equipment

The Contractor shall repair, replace, or otherwise render in good working order any and all defective parts of all traffic signal control equipment. Whenever the Contractor replaces any defective parts on either a temporary and/or permanent basis, the Contractor shall identify the parts being replaced by manufacturer's make, model, and serial number, and the locations of installation. Further, the Contractor shall only use new parts for permanent replacement. Exceptions to this requirement shall only occur on an individual basis upon advance written approval from the Town.

No permanent changes of traffic signal control devices shall be done without prior written approval from the Town. Whenever any traffic signal equipment is removed/replaced/modified, the Contractor shall notify the Town by telephone within two hours of the change, followed by written notification to the Town within one week. Furthermore, any changes shall also be indicated on the maintenance or repair log within the traffic signal controller cabinet. The Contractor agrees to notify the Town in advance of any planned or scheduled traffic signal turn-offs/turn-ons necessitated by the Contractor's operations. The Contractor shall make turn-offs/turn-ons of traffic signals only upon prior written approval by the Town.

All traffic signal control equipment shall be maintained in accordance with the manufacturer's recommendations. When the traffic signal equipment becomes obsolete or deteriorated to the point of being beyond reasonable or cost-effective repair, the Contractor shall report such conditions to the Town and provide satisfactory evidence that replacements are necessary. The Contractor shall prepare estimates showing the cost breakdown of materials and labor for replacement of such traffic signal equipment and submit this information to the Town.

When signal lamps are burned out, they shall be replaced with LED modules unless otherwise approved by Town staff. Signal LED modules shall be replaced when the light output and degradation fails specifications or when more than five percent of LED's are not working properly, such as burned out or flickering.

New Installation or Deletion

The Contractor shall maintain any new streetlighting, and traffic signal equipment, which are installed for the Town throughout the term of the contract. These devices shall be added to the contract when the Town notifies the Contractor of the installation. These added equipment or devices, regardless of the complexity of the technology, shall be maintained in the same manner and for the same flat rate as those devices already covered by the contract.

Should responsibility for the maintenance of any current or future lighting or traffic signal device cease to be the Town's, the Town will notify the Contractor in writing of the last date to perform maintenance. The flat rate maintenance for any such affected device shall be prorated on the basis of the number of days that the device was maintained by the Contractor.

D. **WARRANTY**

Contractor shall manage all lighting and traffic signal related materials and devices under warranty. During the manufacturer's warranty period, the Contractor shall be responsible for making contact with the equipment manufacturer regarding any service determined to be under warranty. The Contractor shall replace the warranted materials (or replace with temporary equipment pending replacement material from manufacturer) without any charges to Town.

A minimum of twelve (12) month warranty shall apply to all work and materials installed by the Contractor. During the Contractor's warranty period, the Contractor shall be responsible for repairing and/or replacing the equipment without any charges to the Town. The warranty on the repaired or replaced equipment shall commence with the date of repair or replacement of equipment.

A minimum of three- (3) month warranty shall apply to all temporary replacement installed by Contractor. During the warranty period, the Contractor shall be responsible for repairing and/or replacing the equipment without any charges to the Town. The warranty on the repaired or replaced equipment shall again commence with the date of repair or replacement of equipment.

E. **CONTRACTOR SHOP**

The Contractor shall have adequate shop and storage facilities. This facility shall house the necessary staff, traffic signal poles, signals, traffic signal controllers, traffic signal communications devices, LEDs, controller cabinets, service cabinets, wiring, pullboxes, pullbox lids, and other necessary materials and vehicular equipment to perform all maintenance required and to perform temporary and permanent repair of accidental damage to traffic signal equipment/devices. This facility shall also be equipped to perform twenty-one-day bench test of traffic signal controller cabinets in accordance to Caltrans and Town specifications.

The Contractor shall maintain a single local telephone number during the entire term of the contract where he/she or a designated representative can be reached 24 hours a day, 365 days a year.

The Contractor shall also maintain and provide direct phone numbers, cellular phone numbers, fax numbers, and email addresses of various pertinent staff/employees with which the Town can maintain regular and direct contact with regarding billing, estimating, service calls, status reports, scheduling, testing of equipment, and various other issues.

F. **EMERGENCY SERVICE**

When notified of any traffic signal device malfunction, failure, loss of indication, accident damage, construction damage, or any emergency traffic signal service call, the Contractor shall respond and be at the location within one hour following notification from the Town.

In the event of a knockdown, the Contractor shall provide temporary emergency replacement of a type acceptable to the Town until permanent repairs can be accomplished. The Contractor shall install a temporary device appropriate for the situation and consult with the Town to identify a permanent replacement. Required replacement of equipment will require prior written approval from the Town before such replacements are commenced in conjunction with an emergency call.

In the case of a 1A/1B, pedestrian push button pole, or street light pole knock-down where the foundation and anchor bolts are still intact, the Contractor shall make all necessary repairs with necessary new equipment to return the pole to its original, undamaged condition upon the initial response. No additional compensation shall be provided for subsequent work to the original damage.

At any time the Contractor is notified of an emergency situation by the Town, CHP, County Sheriff or other duly recognized authority, the Contractor shall immediately notify the designated contact staff at the Parks and Public Works Department of the emergency call.

Upon completion of the response to the emergency call, the Contractor shall notify the appropriate Town staff by telephone and/or email the status of the emergency work. In addition, the Contractor shall notify the Town in writing or email within one week of the completion of the repair work. In the event a follow-up permanent repair is required, the Contractor shall submit a cost proposal to Town staff within a week from the emergency response.

It is understood and agreed that failure on the part of the Contractor to respond within one hour to any emergency service call as provid cause the Town to suffer an unascertainable amount of damage. Therefore, the Contractor agrees to pay to the Town, not as a penalty but as liquidated damages, the amount of $500 per hour. The time for such liquidated damages shall commence from the first hour after the required response time for emergency service calls indicated in the previous sections. The total amount of liquidated damages will be totaled and deducted from the monthly invoice payment.

The Contractor shall enter any emergency service calls onto the log at the intersection controller cabinet along with the minimum required information as stated in the previous sections. Failure to do so will be construed to be a failure to respond to the emergency service calls.

G. **EXTRA WORK**

The Contractor shall install, modify, repair and/or upgrade lighting, traffic signals and all associated hardware or traffic safety devices as requested by the Town. All such work, if not covered in the flat rates, shall be considered extra work and shall be performed to the satisfaction of the Town. Please refer to the monthly signal maintenance service forms and the "Compensation" Section for details.

No additional or extra work shall be commenced or undertaken by the Contractor unless authorized in advance in writing by the Town. Said written authorization is a condition precedent to the Contractor's entitlement to reimbursement or remuneration for such services. This work shall be performed within a specified time limit established by the Town and for a mutually agreed upon price.

The Town shall retain discretionary right to perform any extra work using Town forces, by negotiated agreement, or to advertise such work by others.

H. **RECORDS**

Monthly Report

The Contractor shall submit to the Town, at the same time as the submission of monthly invoices, a computerized report covering all Contractor's activities within the Town during the previous month. This monthly activity report shall be provided in Excel file format. Formatting shall be agreed by the Town. The monthly activity report shall include at a minimum:

a. Time any service calls were received by the Contractor, time at which the service call was dispatched to the technician, the arrival time of the technician at the requested location, the departure time, the caller's name, and the results of diagnosis.

b. A complete record of any and all work performed on the lighting and traffic signal equipment during the period covered by the monthly activity report, including the make, model, and serial number of any replacement or newly installed equipment at each intersection. The report shall also detail the make, model and serial number of any equipment replaced.

c. Asset ID's (if applicable) and detailed location description of any repaired/replaced equipment.

d. The date and time that any preventive maintenance work was performed and any findings.

e. Any and all pending repair work needed at each intersection along with Repair Order number.

In addition, the Contractor shall submit to the Town, at the same time as the submission of monthly invoices, a separate summary list of outstanding items requiring follow-up repair.

The Contractor shall maintain and provide all required maintenance/service forms (Attachments D, E, F, and G). A copy of the completed maintenance and service forms, in electronic format, shall be submitted to Town staff monthly.

The Contractor shall be required to maintain a copy of the monthly activity report (either electronic or hardcopy), maintenance/service forms, conflict monitor test results, and any service records for a period of not less than five years.

Service Log in Controller and Service Cabinets

The Contractor shall maintain a log at each signalized intersection included under this contract. The log shall detail each inspection, repair, and/or emergency/service call. The Contractor shall complete at a minimum on this log, the date, arrival time, departure time, type of inspection/service, any findings or repairs, the Contractor's employee name and/or ID, the employee's job title, and in the event of signal

outage/flash, display message on conflict monitor, controller, load switch position, etc. A similar log shall be maintained in each electric cabinet where storage space is available.

I. **MEETINGS/CONSULTATION**

The Contractor shall be available to meet, when deemed necessary, with Town staff on a monthly basis or at a mutually agreed upon time and place to review maintenance activities, operational and repair activities, pending work, estimates, work quality, and any items related to Contractor's work under this contract.

Contractor shall be available at all times to the Engineer for consultation at no added expense to the Town. The consultation may consist of explanation of technical details, upgrade of signal equipment, and operational improvement. The contractor shall provide detailed work proposal and cost estimate to the Engineer upon request for repair, installation, replacement, or any improvements containing lighting or traffic signal components. Work associated with preparation of the proposal shall be provided at no charge to the Town.

J. **FAILURE TO PERFORM**

Should the Contractor fail to properly execute the work in a timely or correct matter as provided under the terms of this contract, the Town, after providing the Contractor with three business days' notice, may perform or hire another Contractor to perform such work and deduct the cost plus 25% thereof from any payment due to the Contractor.

K. **COMPENSATION**

1. **STREETLIGHTING SERVICE**

The Contractor shall be compensated for service required under this contract at a flat rate per streetlight.

Included in the monthly flat rate shall be compensation for all related labor, equipment, and materials for above ground lighting components including light fixtures and housings (and all components within), lamps, photo cells, conductors, starters, ballasts, transformers, fuses, sockets, hand hole covers, ID tags, and pull box lids. Also included in the flat rate is compensation for the 24-hour phone service, response to calls, identification/verification of problems, preparation for cost proposal, quarterly and special night check, logging of calls, reporting of service, and any other related service activities as specified in the Contract.

Not included in the flat rate compensation are poles, arms, bollards, pull boxes (except lids), service enclosures, and underground and in-structure conduits and conductors. Also not included is repair/replacement for damage caused by vehicular collisions, acts of God, or malicious damage.

2. **TRAFFIC SIGNAL SERVICE**

The Contractor shall be compensated for services required under this contract at a flat rate per intersection.

Included in monthly flat rate shall be compensation for the preventive maintenance including labor, equipment, and materials, as identified in the maintenance service form. The preventive maintenance items as identified in the maintenance service form shall be the Contractor's responsibility to repair, install and/or replace without additional charges to Town whether they are maintained, repaired, or replaced at call-outs or emergency call-outs, or at the time of maintenance routine. In addition, included in monthly flat rates, the following items shall be the Contractor's responsibility to repair, install and/or replace without additional charges to Town whether they are maintained, repaired, or replaced at call-outs or emergency call-outs, or at the time of maintenance routine: cabinet filters, cabinet fan, cabinet light, load switches; flashers; relays, resisters; BIU's; detector amplifiers; audible pedestrian signal indicators; push button assemblies; louvers; visors; back plates; above ground conductors, and signal indication LED modules for all vehicle and non-vehicle signal indication.

Also Included in the flat rate compensation is compensation for the logging of calls, work related to preparation of cost proposal, investigation/verification of trouble calls, warranty service, stocking of materials, reporting of service, record keeping, temporary equipment, and any other associated services as specified in the Contract.

Not included in the flat rate compensation are any items not specified above, e.g. poles, arms, pull boxes (except lids), conflict monitors supply units, video detection, signal head housing and brackets, underground conduits and conductors, etc. Also not included in the flat rate compensation is repair/replacement for damage caused by vehicular collisions, acts of God, or malicious damage.

3. **PARKING LOT LIGHTING SERVICE**

The Contractor shall be compensated for service required under this contract at a flat rate per light in the parking lots.

Included in the monthly flat rate shall be compensation for all related labor, equipment, and materials for above ground lighting components including light fixtures and housings (and all components within), lamps, photo cells, conductors, starters, ballasts, transformers, fuses, sockets, hand hole covers, ID tags, and pull box lids. Also included in the flat rate is compensation for the 24-hour phone service, response to calls, identification/verification of problems, preparation for cost proposal, quarterly and specified night checks, logging of calls, reporting of service, and any other related service activities as specified in the Contract.

Not included in the flat rate compensation are poles, arms, bollards, pull boxes (except lids), service enclosures, and underground and in-structure conduits and conductors. Also not included is repair/replacement for damage caused by vehicular collisions, acts of God, or malicious damage.

4. **PUBLIC PARKS LIGHTING SERVICE**

The Contractor shall be compensated for service required under this contract at a flat rate per light in theTown's public parks.

Included in the monthly flat rate shall be compensation for all related labor, equipment, and materials for above ground lighting components including light fixtures and housings (and all components within), lamps, photo cells, conductors, starters, ballasts, transformers, fuses, sockets, hand hole covers, ID tags, and pull box lids. Also included in the flat rate is compensation for the 24-hour phone service, response to calls, identification/verification of problems, preparation for cost proposal, quarterly and specified night checks, logging of calls, reporting of service, and any other related service activities as specified in the Contract.

Not included in the flat rate compensation are poles, arms, bollards, pull boxes (except lids), service enclosures, and underground and in-structure conduits and conductors. Also not included is repair/replacement for damage caused by vehicular collisions, acts of God, or malicious damage.

5. **USA (Underground Service Alert)**

The Contractor shall be compensated for service required under this contract at a flat rate per USA ticket. Included in the flat rate is compensation for all related labor, equipment, and materials for all related USA ticket related work.

6. **EXTRA WORK**

Town shall compensate the Contractor for the performed extra work and repairs in accordance with agreed upon labor rates, material markups, equipment rates, and miscellaneous costs.

Town may solicit competitive bids for extra work from the Contractor and alternative vendors or contractors.

Extra work refers to the replacement, repair, upgrade or installation of any streetlighting and traffic signal components that are not included in the compensation of the flat rates. The Contractor shall obtain Town approval prior to scheduling any work to be performed under this provision. The Contractor shall provide documentation to support invoiced charges, including but not limited to timecards and material invoices, upon request by the Town.

7. **RATE INCREASE**

Rates may be reviewed annually by the successful proposer and the Town; and rate increases may be requested in writing with detailed justification. Nevertheless, the maximum increase in labor and/or equipment costs in any calendar year shall be no more than the percent e in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index, All Items, All Urban Consumers, San Francisco-

8. **PAYMENT AND INVOICES**

Payments will be made within thirty days following receipt of an accurate invoice and documentation of work performed. Invoices shall be submitted no later than 60 days after the completion of work and not more frequently than once per month. It is understood and agreed invoices submitted later than 60 days after the completion of work will cause the Town to suffer an unascertainable amount of staff effort in reconciling late invoice. Therefore, the Contractor agrees to pay to the Town, not as a penalty but as liquidated damages, the amount of $250 per invoice or 10% of the invoice, whichever is greater. The liquidated damage will be deducted from the invoice payment and shall not exceed the invoice amount.

PROPOSAL RESULTS

Count	Flat Rates (Unit Price)		St. Francis	Cal West	Bear Electrical	Yunex
1607	Street Light	Monthly	$1.04	$195.00	$1.25	$1.55
119	Parking Lot Light	Monthly	$1.04	$195.00	$1.25	$1.60
104	Park Light	Monthly	$1.04	$195.00	$1.25	$2.15
31	Traffic Signal	Monthly	$120.00	$195.00	$122.00	$290.00
24	USA Marking (see note below)	Per Ticket	$145.00	$195.00	$110.00	$240.00

Monthly Price		St. Francis	Cal West	Bear Electrical	Yunex
Street Light	Monthly	$1,671.28		$2,008.75	$2,490.85
Parking Lot Light	Monthly	$123.76		$148.75	$190.40
Park Light	Monthly	$108.16		$130.00	$223.60
Traffic Signal	Monthly	$3,720.00		$3,782.00	$8,990.00
USA Marking	Monthly	$3,480.00		$2,640.00	$5,760.00
Total		$9,103.20	Non-Responsive	$8,709.50	$17,654.85

Annual Grand Total		St. Francis	Cal West	Bear Electrical	Yunex
Street Light	Annual	$20,055.36		$24,105.00	$29,890.20
Parking Lot Light	Annual	$1,485.12		$1,785.00	$2,284.80
Park Light	Annual	$1,297.92		$1,560.00	$2,683.20
Traffic Signal		$44,640.00		$45,384.00	$107,880.00
USA Marking	Annual	$41,760.00		$31,680.00	$69,120.00
Total	**Annual**	**$109,238.40**	**Non-Responsive**	**$104,514.00**	**$211,858.20**

Note: 04/2024 - 5/1/2025 --> 272 USA tickets
Average is 22.67 per month --> Assume 24 tickets per month

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 06/17/2025
ITEM NO: 15

DATE: June 12, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: Authorize the Town Manger to Execute a Notice of Completion for the Wayfinding Project as part of the Parking Program Implementation CIP Project (CIP No. 23-813-0242) and Authorize Staff to Record the Notice of Completion

RECOMMENDATION:

Staff recommends that the Town Council take the following actions regarding the Wayfinding Project as part of the Parking Program Implementation Project (CIP No. 23-813-0242):

a. Accept the construction of the project; and
b. Direct Staff to Record the Notice of Completion (Attachment 1).

STRATEGIC PRIORITIES:

This project supports the Core Goal of **Quality Public Infrastructure**. It supports the strategic priority to manage downtown parking that is easy to access and locate for residents and visitors.

FISCAL IMPACT:

There are no fiscal impacts associated with the recommended actions.

BACKGROUND:

On December 17, 2019, the Town Council received the Comprehensive Downtown Parking Study from Dixon Resources Unlimited (DIXON). The Parking Study identified wayfinding as a strategy to efficiently manage parking, improve the visitor experience, and enhance vehicle

PREPARED BY: Saurabh Nijhawan
Senior Civil Engineer

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

traffic flow.

In November 2021, work began with Hunt Design on the Downtown Wayfinding Master Plan, and on March 15, 2022, the Town Council selected a design style which was used by Hunt to develop the final design for static signs throughout the downtown area. (See the Parks and Public Works Capital Improvement Program website for the Wayfinding Designs: https://www.losgatosca.gov/DocumentCenter/View/37039/Message-Schedule?bidId=.)

On December 3, 2023, the Town Council authorized advertising the signage project for construction bidding. Bids were advertised on December 8, 2023, and opened on January 19, 2024. The Town received four bid proposals. Of the bids received, three out of four were deemed unresponsive due to non-compliance with bid requirements. The one remaining bid significantly exceeded the engineer's estimate. On February 20, 2024, the Town Council rejected all bids and authorized staff to re-bid the project.

On March 7, 2024, staff re-bid the project, and bids were opened on April 3, 2024. The Town received bid proposals from three bidders: Fusion Sign & Design, Monarka Development Corporation, and Square Signs LLC dba Front Signs. Square Signs LLC dba Front Signs was the lowest responsive bidder.

On April 24, 2024, the Town Council authorized the Town Manager to execute a construction contract with Square Signs LLC dba Front Signs in the amount of $191,908.13, and a twenty percent (20%) contingency of the contract award amount.

DISCUSSION:

Project construction commenced on October 8, 2024, and completed work on May 22, 2025. The work has been completed to the satisfaction of the Town Engineer as noted in Attachment 2.

Three (3) change orders were executed for this project which resulted in a total cost increase of $18,527.96, leaving a contingency balance of $19,853.67. Change order work included Employee Parking Signs for Lots 1 – 9, and overhead garage lot sign. The final construction cost was $210,436.09. Staff recommends that the Town Council accept the construction of the project and authorize staff to record the Notice of Completion (Attachment 1).

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 Parking Program Implementation – Wayfinding Signage 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: Square Signs LLC dba Front Signs located at 3520 Valhalla Drive, Burbank, California, 91505.

7. The Project was accepted as complete on: June 17, 2025.

8. The Project is located at: Downtown Los Gatos and in adjacent neighborhoods .

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: June 3, 2025

Subject: Notice of Acceptance

Acceptance of Work for the Parking Program Implementation – Wayfinding Signage Project (CIP No. 23-813-0242)

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: 5/22/25

Project Participants: Kevin Selfridge, Saurabh Nijhawan, Gary Heap (Town of Los Gatos)

Gevorg Hambardzumyan (Square Signs LLC dba Front Signs)

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 DATE: 6-03-2025

SENIOR CIVIL ENGINEER

Gary Heap DATE: 6/3/2025

TOWN ENGINEER

Nicolle Burnham DATE: 6/3/25

DIRECTOR OF PUBLIC WORKS

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

TOWN OF LOS GATOS

PARKS AND PUBLIC WORKS COMMENTS

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 06/17/2025
ITEM NO: 16

DATE: June 17, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: Authorize the Town Manager to Execute an Amendment to the Agreement with the County of Santa Clara for the Countywide Household Hazardous Waste Collection Program to Reflect the Updated FY 2025-26 Augmentation Rate of $117,136

RECOMMENDATION:

Staff recommends the following actions related to the Countywide Household Hazardous Waste Collection Program:

a. Authorize the Town Manager to execute an amendment (Attachment 1) to the agreement with the County of Santa Clara for the Countywide Household Hazardous Waste Collection Program to reflect the updated Fiscal Year (FY) 2025/26 augmentation rate; and
b. Authorize FY 2025/26 revenue and expenditure budget increase in the amount of $22,917 to recognize the increased FY 2025- 26 augmentation rate.

STRATEGIC PRIORITIES:

The proposed project aligns with the Core Goals of **Good Governance** and **Community Character**, as well as and the strategic priority related to promoting sustainable practices.

FISCAL IMPACT:

The Proposed FY 2025-26 Operating Budget within the Environmental Services Program (expenditures 5302-63121, revenues 5302-42522) includes a revenue projection of $94,219 with associated expenditures of the same amount. This is pass-through funding received from West Valley Collection and Recycling and paid by the Town to the County of Santa Clara to operate a Household Hazardous Waste Collection program.

PREPARED BY: Shirley Ng
Environmental Program Specialist

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

The County has evaluated the pass-through amount that Los Gatos is responsible for, also known as the augmentation rate, and has determined that the augmentation rate will go up from $94,219 to $117,136 in FY 2025/26. Staff recommends authorization of revenue and expenditure budget adjustments in the amount of $22,917 to ensure the augmentation is budgeted in accordance with the updated County augmentation. The amount is calculated based on anticipated resident participation from Los Gatos; actual funding augmentation for FY 2025/26 will be based on actual resident participation. With this action, the revenue and expenditure will increase by $22,917 for a total of $117,136.

BACKGROUND:

On May 7, 2024, the Town Council approved an agreement (Attachment 2) with the County of Santa Clara to manage the Countywide Household Hazardous Waste (HHW) Collection Program for the Town for FY 2024-25 through FY 2026-27.

Responsible management of solid waste, including Hazardous Household Waste (HHW) is a requirement under Assembly Bill (AB) 939 and the California Integrated Waste Management Act. The County HHW collection program funds safe and appropriate disposal or re-purposing of waste. Additionally, the Countywide HHW Agreement is designed to reduce and eventually eliminate the residential hazardous waste that is still sent to landfills countywide and to capture some of the hazardous waste that might otherwise be illegally dumped.

The County runs the program and the Town participates through the Agreement for Countywide Household Hazardous Waste Collection Program (Attachment 2). The County HHW Program includes two permanent drop-off facilities for HHW as well as temporary events at various locations in the County periodically throughout the year. Los Gatos residents use this drop-off service for the responsible disposal of unwanted HHW materials.

The Town's solid waste hauler collects fees through customer monthly billing, then pays the fees to the Town of Los Gatos as a member of the joint powers authority the hauler is contracted through. The Town then participates as a pass-through agent and pays the fees in full to the County. The agreement discussed in this staff report is the agreement between the County and the Town to facilitate the last step of the pass-through agent's responsibility to pay the fees collected to the County.

DISCUSSION:

Associated fees collected by the solid waste hauler are updated annually through collaboration with the hauler, JPA member agencies, and the County. As a result, the updated rates are passed on to residents and the annual pass-through funding amount – known as the augmentation rate

– owed by each city/town is also revised. The Town's updated augmentation for FY 2025/26 is $117,136 and this increase is reflected in the proposed amendment to the County HHW program agreement. As this is an increase from the existing agreement, staff recommends FY 2025/26 revenue and expenditure budget increases of $22,917 to cover the difference.

CONCLUSION:

If authorized, these actions will update the agreements and resources needed for Los Gatos residents to participate in the County's HHW program. This program is critical to the Town's compliance with the State of California's Solid Waste laws.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

ATTACHMENTS:

1. First Amendment to the Agreement for Countywide Household Hazardous Waste Collection Program
2. Agreement for Countywide Hazardous Household Waste Collection Program

FIRST AMENDMENT TO THE AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

The Agreement for Countywide Household Hazardous Waste Collection Program (AGREEMENT) by and between the Town of Los Gatos (CITY) and the County of Santa Clara (COUNTY) previously entered into on June 28, 2024, is hereby amended as set forth below.

The COUNTY and the CITY agree that:

1. Section 16. ADDITIONAL SERVICES UNDER THIS AGREEMENT is amended in full to read:

   16. ADDITIONAL SERVICES UNDER THIS AGREEMENT

   CITY must augment funding provided under this Agreement to cover the cost of a minimum participation level of 4% of CITY households; CITY may also elect to augment funding to provide additional services to increase CITY participation beyond the 4% minimum participation level. Additional services shall be made available upon written agreement between the CITY's authorized representative and the County Executive Officer or designee. Additional services may include, but are not limited to, additional appointments (charged at the Variable Cost Per Car rate), door-to-door HHW collection, used oil filter collection, universal waste collection, electronic waste collection, and abandoned waste collection.

   CITY agrees to augment up to an additional $94,219 to the Countywide HHW Program during Fiscal Year 2025 for the purpose of attaining or increasing CITY household participation above the 4% minimum participation level at the scheduled collection dates listed in Attachment C, attached hereto and incorporated herein. Augmentation will be calculated, where applicable, at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available Discretionary Funding portion of the AB939 HHW Fee, if available, to offset the above agreed additional augmentation amount.

   CITY agrees to augment up to an additional $ 117,136.00 to the Countywide HHW Program during Fiscal Year 2026 for the purpose of attaining or increasing CITY household participation above the 4% minimum participation level at the scheduled collection dates listed in Attachment C-1, attached hereto and incorporated herein. Augmentation will be calculated, where applicable, at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available Discretionary Funding

portion of the AB939 HHW Fee, if available, to offset the above agreed additional augmentation amount.

CITY agrees to make an interim payment to COUNTY amounting to 50 percent of the augmentation amount stated above for each fiscal year. This interim payment shall be made no later than September 30th of each fiscal year. The remaining balance of any outstanding cost shall be reconciled and paid or refunded in accordance with the terms outlined in the annual cost statement.

At the end of each fiscal year, a final annual cost statement shall be prepared by COUNTY and issued to CITY by November 30th. The annual cost statement will take into consideration costs incurred on behalf of CITY for additional services and all payments made by CITY to COUNTY. If any balance is owed to COUNTY, it will be due within 30 days following receipt of the annual cost statement. If any credit is owed to CITY, COUNTY will refund that amount to CITY within 30 days following delivery of the annual cost statement.

2. Section 17. INFORMATION AND APPOINTMENT LINE is amended in full to read:

   17. INFORMATION AND APPOINTMENT LINE

   COUNTY will operate a telephone information and appointment desk Monday through Friday, from the hours of 8:30 a.m. to 4:30 p.m, except for COUNTY-recognized holidays The information service will register residents for the Temporary HHW Events and the collections at CoHHWCF. The information service will provide information about hazardous household materials. CITY will be notified immediately if resident participation approaches a level of service that may not be supported by available funding.

3. Attachment C-1 “HHW Schedule Of Collection Events for Fiscal Year 2025/2026” attached hereto and incorporated herein by this reference is hereby added to the AGREEMENT.

Except as provided herein, all terms and conditions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, COUNTY and CITY, through their duly authorized representatives, have entered into this First Amendment to the AGREEMENT on the last date shown below:

COUNTY OF SANTA CLARA

Signature:

_____
James R. Williams
County Executive

Date: _____

TOWN OF LOS GATOS

Signature:

_____
Name:_____
Title: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

_____
Willie Nguyen
Deputy County Counsel

Date:_____

ATTACHMENT C-1: HHW SCHEDULE OF COLLECTION EVENTS FOR FISCAL YEAR 2025/2026*

2025-2026

HHW Schedule of Collection Events for Fiscal Year 2025/2026

July '25

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August '25

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September '25

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October '25

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November '25

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December '25

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January '26

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February '26

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March '26

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April '26

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May '26

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June '26

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Schedule subject to change

KEY:

Las Plumas Permanent	155	
LP & SM Permanent	38	193 Total Permanent Events
Temporary Event	11	204 Total Events
Holiday	7	

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74

AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

This Agreement for Countywide Household Hazardous Waste Collection Program ("AGREEMENT") is made by and between the Town of Los Gatos ("CITY") and the County of Santa Clara ("COUNTY") on the 28th day of June 2024.

RECITALS

WHEREAS, the Board of Supervisors of the County of Santa Clara ("Board of Supervisors") has approved a Countywide Household Hazardous Waste Collection Program whereby residents of the unincorporated areas of the Santa Clara County and cities and towns within Santa Clara County participating in the Countywide program will have an opportunity to safely dispose of household hazardous wastes (HHW), regardless of the specific location at which the collection has been scheduled; and

WHEREAS, CITY desires to provide residents with convenient opportunities to safely dispose of their HHW in order to encourage the proper disposal of toxic products, and avoid unauthorized or improper disposal in the garbage, sanitary sewer, storm drain system, or on the ground, in a manner which creates a health and/or environmental hazard; and

WHEREAS, CITY desires to provide a safe, convenient, and economical means for residents to dispose of HHW. These wastes include, but are not limited to, common household products such as household cleaning products, furniture polish, solvents, oven cleaner, pesticides, oil-based paints, motor oil, antifreeze, car batteries, mercury thermostats, fluorescent lamps, household batteries, and electronic waste; and

WHEREAS, CITY desires to schedule Household Hazardous Waste Collection Events (Events) for residents for FY 2025 through FY 2027 (July 1, 2024 – June 30, 2027); and

WHEREAS, CITY desires to provide household hazardous waste collection services to a minimum of 4% of the households per fiscal year in its jurisdiction; and

WHEREAS, CITY desires to participate in the Countywide Household Hazardous Waste Collection Program to meet these objectives; and

WHEREAS, pursuant to Public Resources Code Section 41901, the Board of Supervisors has approved the collection of a $4.10 per ton Countywide AB939 Implementation fee, including a $2.60 per ton Household Hazardous Waste Fee (AB939 HHW Fee), for FY 2025 through FY 2027 (July 1, 2024 – June 30, 2027) on all wastes landfilled or incinerated within Santa Clara County, received at any non-disposal or collection facility located within Santa Clara County and subsequently transported for disposal or incineration outside of Santa Clara County, collected from any location within the County by a solid waste hauler operating pursuant to a franchise, contract, license, or permit issued by any local jurisdiction and subsequently

transported for disposal or incineration outside of Santa Clara County, or removed from any location in Santa Clara County by any person or business for disposal or incineration outside the county; and

WHEREAS, the AB939 HHW Fee is allocated to the Countywide Household Hazardous Waste Program and participating jurisdictions to fund HHW program costs in accordance with the terms of the Countywide AB939 Implementation Fee Agreement; and

WHEREAS, CITY desires for COUNTY to utilize CITY's share of the AB939 HHW Fee to provide HHW services for CITY residents.

NOW THEREFORE, CITY and COUNTY AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this AGREEMENT is to state the terms and conditions under which CITY will participate in the Countywide Household Hazardous Waste Collection Program (CoHHW Program) available to its residents. Participating jurisdictions are those jurisdictions that enter into this AGREEMENT with the County.

2. PROGRAM FUNDING SOURCE

HHW Program services are mandated by State law, Public Resources Code Section 41500 *et seq*. State law authorizes cities and counties to impose fees in amounts sufficient to support planning and implementation of integrated waste management programs, including HHW elements. The AB939 HHW Fee, of $2.60 per ton, imposed by COUNTY as part of the AB939 Implementation Fee and collected and distributed in accordance with the Agreement for Countywide AB939 Implementation Fee will be the primary source of funding for CoHHW Program services. CITY agrees that COUNTY may utilize CITY's share of the AB939 HHW fee to provide HHW Program services in accordance with the terms and conditions of this AGREEMENT.

Funds derived from the AB939 HHW Fee will be allocated among five types of CoHHW Program service costs as follows:

A. Fixed Program Costs will be apportioned based on the number of households in each participating jurisdiction. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."

B. San José Facility Use Surcharge will be apportioned based on CITY residents' participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San José, CA 95133.

C. Variable Cost Per Car is the cost associated with labor, waste disposal, transportation, and other services provided to residents at the County HHW Collection Facilities and at temporary HHW collection events. The Variable Cost Per Car is based on the estimated cost of providing a base level service to 4% of households in all participating jurisdictions. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."

D. Available Discretionary Funding is allocated based on tonnage generated per participating jurisdiction, and after allocation of Fixed Program Costs, San José Facility Use Surcharge, and Variable Cost Per Car allocation.

E. Abandoned Waste Disposal Costs will fund disposal of HHW illegally abandoned at Nonprofit Charitable Reuser organizations as defined in Section 41904 of California Public Resources Code.

The projected AB939 HHW Fee Allocation by jurisdiction is set out in Attachment A, attached hereto and incorporated herein.

3. FIXED PROGRAM COST

Estimated HHW Fixed Program Costs are projected in Attachment B, attached hereto and incorporated herein. Fixed Program Costs are allocated to CITY at the conclusion of each fiscal year based on CITY's proportional share of the County population and will not exceed $5.07 per household for Fiscal Years 2025, 2026, and 2027. Fixed Program Costs may include, but are not limited to, up to eleven (11) County HHW Program staff members, facility lease costs, vehicle lease costs, office rent, office supplies, county administrative overhead, county legal counsel, training costs, equipment and facility maintenance and union negotiated salary and benefit changes.

4. ABANDONED WASTE DISPOSAL COST

The Abandoned Waste Disposal Cost will fund disposal of HHW illegally abandoned at Nonprofit Charitable Reuser organizations. The Abandoned Waste Disposal Cost is based on the cost to the County to dispose of abandoned waste allocated among participating jurisdictions based on their proportional share of the County population and shall not exceed $0.05 per household. Projected Abandoned Waste Disposal Costs to the CITY based on a charge of $0.05 per household are set forth in Attachment A, attached hereto and incorporated herein.

For the purposes of this Agreement, "Nonprofit Charitable Reuser Organization" is defined in accordance with Section 41904 of California Public Resources Code as follows: a charitable organization, as defined in Section 501(c)(3) of the federal Internal Revenue Code, or a distinct operating unit or division of the charitable organization, that reuses and recycles donated goods or materials and receives more than 50 percent of its revenues from the handling and sale of those donated goods or materials.

5. SAN JOSÉ FACILITY USE SURCHARGE

The total San José Facility Use Surcharge for CITY will be based on CITY residents' proportional participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San José. Estimated San José Facility Use Surcharges are projected in Attachment A, attached hereto and incorporated herein. The San José Facility Use Surcharge will vary depending on facility usage but will not exceed $8.09 per car for Fiscal Years 2025, 2026, and 2027.

6. VARIABLE COST PER CAR

The Variable Cost Per Car is the cost associated with actual labor, waste disposal, transportation and other services provided to the residents at the County Household Hazardous Waste Collection Facilities (CoHHWCF) and at Temporary Events. The Variable Cost Per Car is estimated to be approximately $66.02 per participating resident car for Fiscal Years 2025, 2026 and 2027. The estimated cost per car will be adjusted to reflect actual service costs. After Fixed Program Costs and San José Facility Use Surcharge are allocated on a per household basis, the Variable Cost Per Car will be used to calculate the costs to service 4% of households across all participating jurisdictions. If the level of 4% of households is not reached in the CITY, the CoHHW Program may use the remaining balance of funds, in cooperation with the CITY, to increase public outreach and/or provide additional services in that jurisdiction the following year.

7. AVAILABLE DISCRETIONARY FUNDING

The Available Discretionary Funding portion of the AB939 HHW Fee will be allocated based on the tons of waste generated within each jurisdiction, and after allocation of Fixed Program Costs, San José Facility Use Surcharge, and Variable Cost Per Car allocation. Available Discretionary Funds must be used for HHW purposes. Options for how to spend these funds include, but are not limited to, increasing the number of residents served in that jurisdiction by the CoHHW Program, subsidizing curbside used motor oil collection, electronic waste (e-waste) collection, universal waste collection, emergency HHW services, funding HHW public education, the support of capital infrastructure projects to accommodate HHW drop-off and collection events, or providing special programs such as retail collection of certain waste and/or door-to-door collection of HHW for the elderly and/or persons with disabilities and neighborhood clean-up events. COUNTY has discretion to determine appropriate uses of Available Discretionary Funding in accordance with the terms and conditions in this Agreement, and to apply the funding toward those uses.

8. ADMINISTRATION AND PAYMENT OF THE AB939 HHW FEE

The County of Santa Clara Recycling and Waste Reduction Division will administer the AB939 HHW Fee, as part of the existing online disposal reporting and payment system. Administration and payment will be made in accordance with the Agreement for Countywide AB939 Implementation Agreement. Notwithstanding the foregoing, the COUNTY shall maintain records of the amount, use, and distribution of Fixed Program Cost expenditures for at least five (5) years after the termination date of this Agreement, unless otherwise required by law

to retain such records for a longer period. CITY may request in writing a review by COUNTY of the Fixed Program Cost records. The review shall be performed within 30 days of request and results shall be reported to participating cities in writing.

9. PROGRAM PUBLICITY

The CoHHW Program shall produce and make available to the public an HHW brochure for distribution. The brochure will be made available at various events, including but not limited to, environmental events and community fairs. The brochure may also be distributed, upon request, to cities within Santa Clara County and to Santa Clara County residents and businesses. The CITY shall be responsible for developing and coordinating citywide awareness of the HHW Program. The CoHHW Program shall be responsible for Countywide public education for used oil recycling. CoHHW Program public awareness responsibilities shall include, but not be limited to, the following activities:

- Serving as the formal contact to the local media such as local newspapers and television news stations;
- Providing participating jurisdictions with educational materials developed for the CoHHW Program;
- Promoting oil and oil filter recycling by developing, purchasing, and distributing educational materials, media relations materials, basic art work and camera ready advertising materials for distribution countywide and for use by jurisdictions;
- Representing the program through educational presentations at schools and businesses and attendance at community events such as local fairs and festivals; and
- Providing participating jurisdictions opportunities to review and comment on the development of countywide outreach materials.

CITY's public awareness responsibilities, at the sole discretion of the CITY, shall include, but not be limited to, the following activities:

- Providing a copy of HHW promotional materials to the CoHHW Program for review for accuracy and completeness, prior to publication;
- Developing and distributing HHW promotion communications to residents for local and CITY newsletters, newspapers and to the electronic media;
- Providing the CoHHW Program with a copy of HHW promotion materials produced by the CITY;
- Conducting and supporting outreach and publicity to attain the goal of 4% of households in the CITY participating in the CoHHW Program; and
- Providing the CoHHW Program a report summarizing all outreach activities conducted by the CITY during the fiscal year. The report is due 30 days after the end of the reporting period.

10. TEMPORARY HHW EVENTS

COUNTY shall conduct Temporary HHW Events at various sites located in Santa Clara County. COUNTY shall obtain all necessary permits and licenses required for the Temporary

HHW Events and shall provide or contract for the services of properly trained, qualified personnel and hazardous waste haulers, and shall provide or secure suitable equipment and supplies to properly receive, package, label, haul, recycle and dispose of the household hazardous wastes collected at the Temporary HHW Events.

When COUNTY conducts a Temporary HHW Event in CITY's jurisdiction, CITY agrees to provide solid waste and recycling services at such event at no cost to the CoHHW Program to ensure the proper management of non-hazardous waste generated at the event. Any additional expenses for such event incurred beyond the agreed-upon budget shall be subject to negotiation and mutual agreement between the COUNTY and the CITY.

To increase the Community's awareness of and participation in any Temporary HHW Event in CITY's jurisdiction, the CITY agrees to promote, at the CITY's sole expense, each such event to the residents at least thirty (30) days in advance before the scheduled date. The promotion may include, but is not limited to, bill inserts, door hangers, flyers, in-person outreach events, newsletters, press releases, public service announcements, social media, television public access stations, websites, etc.

11. HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITIES

COUNTY shall conduct collection operations at two County Household Hazardous Waste Collection Facilities (CoHHWCF).

The CoHHWCF are located at:

- ***San Martin, 13055 Murphy Avenue, San Martin, CA 95046***
- ***San José, 1608 Las Plumas, San José, CA 95133***

The COUNTY shall obtain all necessary permits and licenses required for the CoHHWCF and shall provide or contract for services, equipment, and supplies to properly receive, package, label, haul, recycle and dispose of wastes collected.

12. RECYCLING AND DISPOSAL PROGRAM FOR VERY SMALL QUANTITY GENERATORS

COUNTY will provide services to accept hazardous waste from Very Small Quantity Generators (VSQG) in accordance with Section 25218.3 of California Health and Safety Code, as amended from time to time. VSQG is defined in Section 25218.1(q) of California Health and Safety Code.

Eligible VSQGs include, but not limited to, small businesses, governmental entities, non-profit organizations, schools, special districts, etc. within the County so long as they meet the criteria as defined in Section 25218.1(q) of California Health and Safety Code. Eligible VSQGs will be allowed to bring their hazardous waste to CoHHWCF. These services to VSQGs located within the CITY will be provided on a cost recovery basis, which will include program administration,

on-site collection, transportation, and disposal costs. COUNTY will assume responsibility for fee collection from participating VSQG.

The CITY may choose to pay for services for VSQG's within the CITY and will notify the COUNTY in writing with 30-day advance notice in order to exercise this option. If the CITY exercises this option, the COUNTY will invoice the CITY for all costs associated with VSQG's within the CITY. If CITY has available Discretionary Funding, COUNTY may use this funding to pay for VSQG costs.

13. ABANDONED HOUSEHOLD HAZARDOUS WASTE

The CoHHW Program will allow for the disposal of abandoned HHW by government agencies and qualified nonprofit charitable reusers. Abandoned HHW means HHW left at a property by an unknown party. Abandoned household hazardous waste does not include waste generated by a known organization or agency in the course of normal business operations such as, but not limited to, the assembly or manufacture of products from new or used materials or the provision of charitable services such as classroom education, meal preparation, and shelter, or the provision of services for a fee.

A) GOVERNMENT AGENCIES

Government agencies shall be charged for disposal of abandoned HHW according to the CoHHW Program's rates for VSQGs.

B) NONPROFIT CHARITABLE REUSER

In order to qualify as a Nonprofit Charitable Reuser, the business must submit to the County Executive a request to be so designated. The County Executive shall review the request and supporting documentation and shall make a final decision on the designation. COUNTY will accept abandoned HHW from Nonprofit Charitable Reusers and will waive disposal fees on the cost of disposal of the abandoned HHW in an annual amount not to exceed funds available from the existing unexpended abandoned waste fund. Funding for disposal available to Nonprofit Charitable Reuser shall be on a first come first serve basis. Once the available fund to pay for the disposal of the abandoned HHW from Nonprofit Charitable Reusers is exhausted, disposal fees shall no longer be waived, and Nonprofit Charitable Reusers shall be charged for disposal of abandoned HHW according to the CoHHW Program's rates for VSQGs. No additional costs shall be applied to the budget of the CITY or any other participating jurisdiction.

14. HOUSEHOLD HAZARDOUS WASTES ACCEPTED

HHW accepted by the CoHHW Program shall be limited to those materials that qualify as "Household Hazardous Waste" pursuant to Section 25218.1(d) of California Health and Safety Code, as amended from time to time. These materials include, but are not limited to, automotive fluids, automotive and other types of batteries, latex and oil paint, oil filters, garden chemicals,

household cleaners, pool chemicals, mercury thermostats, fluorescent lamps containing mercury, household batteries, electronic waste (e-waste), and other common hazardous consumer products.

15. WASTES NOT ACCEPTED

Certain hazardous wastes shall not be accepted for collection and disposal. These include, but are not limited to, compressed gas cylinders larger than 5 gallons, radioactive materials, biohazardous waste, and explosives. Other wastes not accepted by the CoHHW Program are wastes generated as part of operating a business, including a home operated business, except that waste from VSQGs as provided for in Section 12 of this Agreement shall be accepted.

16. ADDITIONAL SERVICES UNDER THIS AGREEMENT

CITY must augment funding provided under this Agreement to cover the cost of a minimum participation level of 4% of CITY households; CITY may also elect to augment funding to provide additional services to increase CITY participation beyond the 4% minimum participation level. Additional services shall be made available upon written agreement between the CITY's authorized representative and the County Executive Officer or designee. Additional services may include, but are not limited to, additional appointments (charged at the Variable Cost Per Car rate), door-to-door HHW collection, used oil filter collection, universal waste collection, electronic waste collection, and abandoned waste collection.

CITY agrees to augment up to an additional $ 94,219.00 to the Countywide HHW Program during Fiscal Year 2025 for the purpose of attaining or increasing CITY household participation above the 4% minimum participation level at the scheduled collection dates listed in Attachment C, attached hereto and incorporated herein. Augmentation will be calculated, where applicable, at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available Discretionary Funding portion of the AB939 HHW Fee, if available, to offset the above agreed additional augmentation amount.

CITY agrees to make an interim payment to COUNTY amounting to 50 percent of the augmentation amount stated above for each fiscal year. This interim payment shall be made no later than September 30th of each fiscal year. The remaining balance of any outstanding cost shall be reconciled and paid or refunded in accordance with the terms outlined in the annual cost statement.

At the end of each fiscal year, a final annual cost statement shall be prepared by COUNTY and issued to CITY by November 30th. The annual cost statement will take into consideration costs incurred on behalf of CITY for additional services and all payments made by CITY to COUNTY. If any balance is owed to COUNTY, it will be due within 30 days following receipt of the annual cost statement. If any credit is owed to CITY, COUNTY will refund that amount to CITY within 30 days following delivery of the annual cost statement.

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17. INFORMATION AND APPOINTMENT LINE

COUNTY will operate a telephone information and appointment desk Monday through Friday, from the hours of 9:00 a.m. to 5:00 p.m, except for COUNTY-recognized holidays The information service will register residents for the Temporary HHW Events and the collections at CoHHWCF. The information service will provide information about hazardous household materials. CITY will be notified immediately if resident participation approaches a level of service that may not be supported by available funding.

18. SCHEDULING AND SITE SELECTION

COUNTY shall work with CITY to determine the date(s) of Temporary Events and collections at the CoHHWCF. CITY shall coordinate with COUNTY in locating and securing sites for Temporary HHW Events. It is recognized that some participating jurisdictions in the CoHHW Program may not have appropriate sites available. A proposed HHW schedule for Fiscal Year 2025 of Temporary Events and collections at CoHHWCF is included as Attachment C. COUNTY will schedule an adequate number of collection days to serve the 4% level of service. The COUNTY determines the adequate number of collection days by tracking attendance at each event.

19. OUTSIDE FUNDING

During the term of this Agreement, COUNTY may seek outside funding sources for services that would supplement existing HHW services such as permanent collection sites, equipment, retail take-back collection and operational funding. If outside funding is obtained, the CoHHW Program will, at COUNTY's discretion, proceed with development of additional programs using that outside funding without drawing on CITY's funding provided under this Agreement.

20. REGIONAL GRANT AND OIL PAYMENT PROGRAM PARTICIPATION

The CITY authorizes the CoHHW Program to apply for lead agency grants, including but not limited to Used Oil Payment Program grants, from the California Department of Resources Recycling and Recovery (CalRecycle), on behalf of participating jurisdictions. The CoHHW Program will act on behalf of all participating jurisdictions, as the lead applicant and administrator. The CoHHW Program will oversee how the moneys are used and work in cooperation with CITY as to how the funds will be spent. Nothing in this section shall preclude the COUNTY or a participating jurisdiction from applying for grant funds in any case where the CoHHW Program does not apply for the grant opportunity.

21. EMERGENCY SERVICES

Participating jurisdictions, at their option, may desire to provide residents with convenient emergency opportunities to safely dispose of their HHW in the event of a disaster. The purpose of this emergency planning for HHW is to minimize potential public health and safety impacts, as well as to minimize costs and confusion. Attachment D sets out CITY and

COUNTY responsibilities for the collection of household hazardous wastes in response to an emergency. CITY shall make good faith efforts to provide the public with information related to the problems associated with HHW. Upon the decision to hold an emergency collection event, it is CITY's responsibility to make a good faith effort to prepare and disseminate the necessary outreach to notify the public of an emergency collection event. An emergency collection event shall be initiated by a written request from CITY to COUNTY. Emergency collection events can be scheduled in as little as ten (10) working days of CITY's written request or at an agreed upon date thereafter. The emergency collection plan is set out in Attachment D, Household Hazardous Waste Emergency Collection Plan.

COUNTY agrees to conduct the Emergency Collection Event at a mutually agreeable site and time. The COUNTY will obtain the necessary permit from California Department of Toxic Substances Control and will handle wastes in accordance with applicable state laws and regulations. COUNTY will bill CITY for all Emergency Collection Events on a cost recovery basis, and all payments shall be due COUNTY within 30 days following the receipt of the invoice.

22. PRIVATE SPONSORED EVENTS

COUNTY may also secure funding from corporations or agencies to conduct HHW Collection Events for corporate employees and residents of participating jurisdictions and to pay for special programs such as Universal Waste collection at retail locations. The transportation, treatment, and disposal liability for nonresident employee participation in these events shall be shared by all participating jurisdictions, including the CITY, and the COUNTY, as described in Section 26 of this Agreement. Summary information concerning these corporate sponsored events, if any, will be included in the CoHHW Program's annual report to the participating jurisdictions.

23. INSURANCE REQUIREMENTS

Contractors who provide hazardous waste transportation, treatment, or disposal services shall have the required insurance as outlined in Attachment E, Exhibit E Insurance Requirements for Environmental Services Contract. Other contractors shall have insurance in amounts to be determined by COUNTY Insurance Manager, after consultation with CITY. COUNTY shall obtain insurance certificates from each of the contractors prior to the contractor providing service to the program naming the COUNTY as an additional insured.

24. WASTE TRACKING AND REPORTING

COUNTY will provide a mid-year report to CITY regarding participation rates from each participating jurisdiction by March 15 of each year. Mid-year and year end reports will outline the types and quantities of waste collected, the amount of waste diverted for reuse or recycling and the waste management method for each waste stream and associated costs for services. COUNTY will prepare a report summarizing program activities which will be delivered to the participating jurisdictions no later than six months after the end of COUNTY's fiscal year.

It will be assumed for cost and reporting purposes that each participating jurisdiction is contributing to the waste stream in proportion to the number of its residents who directly participate.

COUNTY shall take steps to assure that the bi-annual statements to jurisdictions reflect the funds necessary to cover costs for CITY participation in services scheduled during the next quarter.

25. PARTICIPATION REPORTING

COUNTY shall employ means necessary to verify the place of residence of all participants in the CoHHW Program.

26. HOLD HARMLESS AND INDEMNIFICATION

In lieu of and not withstanding the pro rata risk allocation which might otherwise be imposed between CITY and COUNTY pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead COUNTY and CITY agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other parties under this Agreement.

Additionally, CITY shall indemnify COUNTY for CITY's apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment or disposal of the household hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. Apportionment for disposal liability shall be determined by each participating jurisdiction's pro rata proportion of household participation in the Program. Apportionment for transportation and treatment liability shall be determined by each participating jurisdiction's pro rata household participation at the event where the waste was generated. COUNTY will use reasonable efforts to obtain recovery from all available resources, including insurance, of any liable hauler or liable disposal facility operator. No liability shall be apportioned to CITY for transportation, treatment or disposal in any case where COUNTY has contracted for such services and has failed to require the contractor to maintain the insurance requirements set forth in Section 23 above.

CITY shall further indemnify COUNTY for CITY's apportioned share of liability incurred and attributed to the Countywide HHW Program for the transportation, treatment or disposal of household hazardous waste at corporate sponsored events where non-county resident

employees of the corporate sponsor are authorized to participate in the event. Liability for the nonresident portion of the disposal of waste shall be shared by the participating jurisdictions and the COUNTY as described above. The nonresident portion shall be determined by calculating the percentage of nonresidents participating in the event. This percentage will then be subtracted from the total liability for the household hazardous waste prior to assessing CITY's apportioned share of any liability for the household hazardous waste.

COUNTY shall require VSQGs and Nonprofit Charitable Reusers to indemnify COUNTY, at minimum, for their apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of their hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. The VSQG and Nonprofit Charitable Reuser portion of the waste shall be determined by calculating the percentage, by weight, of the total household hazardous waste accepted by the CoHHW Program. This percentage will be used to calculate the portion of liability attributed to VSQGs and Nonprofit Charitable Reusers and will be subtracted from the total liability prior to assessing CITY's apportioned share of any liability for household hazardous waste.

27. TERMINATION

This Agreement may be terminated by either the COUNTY or CITY upon thirty (30) days written notice given by the terminating party.

28. TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2024 to June 30, 2027, or until all revenue from the last quarter's AB939 fee payments have expended and/or distributed, whichever is later.

29. INDEPENDENT CONTRACTOR

Each party shall perform responsibilities and activities described herein as an independent contractor and not as an officer, agent, servant or employee of any of the parties hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

30. EXECUTION BY COUNTERPART

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original and all of which shall together constitute one and the same instrument.

31. CONTROLLING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

32. ENTIRE AGREEMENT

This document embodies the entire Agreement between the parties with respect to the subject matter hereof. No modification of this Agreement shall be effective unless and until modification is evidenced by writing signed by all parties or their assigned designates.

33. NOTICES

All notices and communications herein required shall be in writing to the other party as follows, unless expressly changed in writing:

CITY of Los Gatos

City Representative Dan Keller
Representative's Title Facilities and Environmental Services Manager
City Address 41 Miles Avenue
Los Gatos, CA 95030

County of Santa Clara

Director
Consumer and Environmental Protection Agency
1553 Berger Drive
San José, California 95112

34. CONTRACT EXECUTION

Unless otherwise prohibited by law or COUNTY policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the COUNTY.

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IN WITNESS WHEREOF, the parties have executed this AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM on the dates as stated below:

Date: 6/28/2024

COUNTY OF SANTA CLARA

DocuSigned by:
James R. Williams
74FCE0CB79FA478...

JAMES R. WILLIAMS
County Executive

Date: 5/22/2024

"CITY"

DocuSigned by:
Laurel Prevetti
853FEEA2EB39470...

CITY/TOWN OF Los Gatos
Title Town Manager
A municipal corporation

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Willie Nguyen
A1756187CF04415...

WILLIE NGUYEN
Deputy County Counsel

APPROVED AS TO FORM:

DocuSigned by:
Gabrielle Whelan 5/21/2024
EFD6738A5534428...

Gabrielle Whelan, Town Attorney

ATTEST:

DocuSigned by:
Wendy Wood 5/22/2024
BF6EBCBE2C214F8...

Wendy Wood, CMC, Town Clerk

Attachments:

A Projected Fiscal Years 2025, 2026, and 2027 AB939 HHW Fee Funding Allocation by Jurisdiction
B Estimated HHW Program Fixed Costs for Fiscal Years 2025, 2026, and 2027
C HHW Schedule of Collection Events for Fiscal Year 2025
D Household Hazardous Waste Emergency Collection Plan
E Exhibit-E Insurance Requirements for Environmental Services Contracts

ATTACHMENT A: PROJECTED FISCAL YEARS 2025-2027 ANNUAL HHW FEE FUNDING ALLOCATION BY JURISDICTION

Cities	No of Households	4% of Households	Disposal Tonnage	AB939 HHW Fee per Ton $2.60	Fixed Cost per HH $5.07	SJ Facility Surcharge $8.09	Variable Cost per Car $66.02	Abandoned Waste Disposal Cost per HH $0.05	Discretionary Fund	**Estimated Augmentation**	Anticipated Participation	Anticipated Participation at SJ Facility
Campbell	18,451	738	37,162	$ 96,620	$ 93,494	$ 5,971	$ 48,725	$ 923	$ (52,493)	**$ 80,093**	1,156	1,056
Cupertino	21,787	871	29,930	$ 77,819	$ 110,398	$ 7,050	$ 57,535	$ 1,089	$ (98,254)	**$ 133,081**	1,399	936
Gilroy	18,784	751	60,599	$ 157,558	$ 95,181	$ 6,079	$ 49,605	$ 939	$ 5,754	**$ 27,110**	1,162	154
Los Altos	11,871	475	16,597	$ 43,153	$ 60,152	$ 3,842	$ 31,349	$ 594	$ (52,784)	**$ 96,037**	1,130	784
Los Altos Hills	3,151	126	5,589	$ 14,531	$ 15,967	$ 1,020	$ 8,321	$ 158	$ (10,934)	**$ 22,221**	297	174
Los Gatos	14,006	560	23,770	$ 61,802	$ 70,970	$ 4,532	$ 36,987	$ 700	$ (51,388)	**$ 94,219**	1,209	1,199
Milpitas	25,769	1,031	59,694	$ 155,204	$ 130,575	$ 8,339	$ 68,051	$ 1,288	$ (53,049)	**$ 79,341**	1,429	969
Monte Sereno	1,353	54	735	$ 1,911	$ 6,856	$ 438	$ 3,573	$ 68	$ (9,024)	**$ 17,334**	180	185
Morgan Hill	16,178	647	44,235	$ 115,011	$ 81,976	$ 5,235	$ 42,723	$ 809	$ (15,732)	**$ 75,407**	1,551	392
Mountain View	39,194	1,568	51,011	$ 132,629	$ 198,602	$ 12,684	$ 103,504	$ 1,960	$ (184,120)	**$ 169,083**	1,340	772
Palo Alto	29,285	1,171	45,188	$ 117,489				$ 1,464	$ 116,025			
San Jose	345,798	13,832	827,019	$ 2,150,250	$ 1,752,210	$ 111,904	$ 913,183	$ 17,290	$ (644,337)	**$ 1,186,168**	22,039	20,539
Santa Clara	53,370	2,135	113,691	$ 295,597	$ 270,434	$ 17,271	$ 140,939	$ 2,669	$ (135,715)	**$ 237,003**	3,669	2,010
Saratoga	11,353	454	17,897	$ 46,533	$ 57,527	$ 3,674	$ 29,981	$ 568	$ (45,217)	**$ 76,767**	932	800
Sunnyvale	63,111	2,524	99,239	$ 258,021	$ 319,793	$ 20,423	$ 166,664	$ 3,156	$ (252,014)	**$ 262,351**	2,681	1,533
Unincorporated	18,558	742	45,693	$ 118,802	$ 94,036	$ 6,006	$ 49,008	$ 928	$ (31,176)	**$ 80,009**	1,482	845
Total	692,019	27,681	1,478,050	$ 3,842,931	$ 3,358,172	$ 214,467	$ 1,750,148	$ 34,601	$ (1,514,457)	**$ 2,636,224**	41,656	32,348

Notes: No of HH and Disposal tonnage are based on FY2022-2023 actuals. Anticipated participation and anticipated participation at SJ facility are based on 10% increase from FY2022-2023 actual participation.

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ATTACHMENT B: ESTIMATED ANNUAL HHW PROGRAM FIXED COSTS FOR FISCAL YEARS 2025, 2026, AND 2027

FIXED COST		
Staff Salary and Benefits		$ 1,926,605.10
County Admin Overhead		$667,328
County Counsel		$17,745
Phones and Communications		$13,787
Facilities Lease Costs	San Jose	$215,880
Vehicle Costs		$44,363
Office Supplies and postage		$4,430
Maintenance, Software		$150,150
HHW Hotline		$150,000
Garbage & Utilities		$47,434
Membership & Dues		$20,475
Training & Conference		$6,825
Safety Wear		$28,392
Printing		$11,632
Other Services & Supplies		$53,127
ESTIMATED ANNUAL TOTAL		**$ 3,358,171.77**

ATTACHMENT C: HHW SCHEDULE OF PERMANENT & TEMPORARY COLLECTION EVENTS FOR FISCAL YEAR 2025-2027*

2024/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
July	Wed	3	San Jose	Permanent	
	Thursday	4	No Event	No Event	4th OF JULY
	Fri,Sat	5,6	San Jose	Permanent	
	Fri,Sat	5,6	San Martin	Permanent	
	Thurs,Fri	11,12	San Jose	Permanent	
	Saturday	13	Sunnyvale	Temporary	Confirmed
	Thurs,Fri,Sat	18,19,20	San Jose	Permanent	
	Thurs,Fri,Sat	25,26,27	San Jose	Permanent	
August	Thurs,Fri,Sat	1,2,3	San Martin	Permanent	
	Thurs,Fri,Sat	1,2,3	San Jose	Permanent	
	Fri,Sat	4,5	San Martin	Permanent	
	Thurs,Fri,Sat	8,9,10	San Jose	Permanent	
	Thurs,Fri,Sat	15,16,17	San Jose	Permanent	
	Thurs,Fri	22,23	San Jose	Permanent	
	Saturday	24	Mountain View	Temporary	Confirmed
	Thurs,Fri	29,30	San Jose	Permanent	
	Saturday	31	No Event	No Event	LABOR DAY WEEKEND
September	Thurs,Fri,Sat	5,6,7	San Martin	Permanent	
	Thurs,Fri,Sat	5,6,7	San Jose	Permanent	
	Thurs,Fri,Sat	12,13,14	San Jose	Permanent	
	Thurs,Fri	19,20	San Jose	Permanent	
	Saturday	21	Santa Clara	Temporary	Confirmed
	Thurs,Fri,Sat	26,27,28	San Jose	Permanent	
October	Thurs,Fri,Sat	3,4,5	San Martin	Permanent	
	Thurs,Fri,Sat	3,4,5	San Jose	Permanent	
	Thurs,Fri,Sat	10,11	San Jose	Permanent	
	Saturday	12	Sunnyvale	Temporary	Confirmed
	Thurs,Fri,Sat	17,18,19	San Jose	Permanent	
	Thurs,Fri,Sat	24,25,26	San Jose	Permanent	
	Thurs	31	San Jose	Permanent	
November	Fri, Sat	1,2	San Jose	Permanent	
	Thurs,Fri, Sat	7,8,9	San Martin	Permanent	
	Thurs	7,8,9	San Jose	Permanent	
	Thurs,Fri,Sat	14,15,16	San Jose	Permanent	
	Thurs,Fri,Sat	21,22,23	San Jose	Permanent	
	Thurs,Fri,Sat	28,29,30	No Event	No Event	THANKSGIVING
December	Fri, Sat	5,6,7	San Martin	Permanent	
	Thurs,Fri,Sat	5,6,7	San Jose	Permanent	
	Thurs,Fri,Sat	12,13,14	San Jose	Permanent	
	Thurs,Fri,Sat	19,20,21	San Jose	Permanent	
	Wed,Thurs	25,26	No Event	No Event	CHRISTMAS
	Fri,Sat	27,28	San Jose	Permanent	

ATTACHMENT C: HHW SCHEDULE OF PERMANENT & TEMPORARY COLLECTION EVENTS FOR FISCAL YEAR 2025-2027* (Continued)

2025/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
January	Wed	1	No Event	No Event	NEW YEAR'S
	Thurs,Fri, Sat	2,3,4	San Martin	Permanent	
	Thurs,Fri,Sat	2,3,4	San Jose	Permanent	
	Thurs,Fri	9,10	San Jose	Permanent	
	Saturday	11	Sunnyvale	Temporary	TBD
	Thurs,Fri,Sat	16,17,18	San Jose	Permanent	
	Thurs,Fri	23,24	San Jose	Permanent	
	Saturday	25	Santa Clara	Temporary	TBD
	Thurs,Fri	30,31	San Jose	Permanent	
February	Sat	1	San Jose	Permanent	
	Thurs,Fri, Sat	6,7,8	San Martin	Permanent	
	Thurs,Fri,Sat	6,7,8	San Jose	Permanent	
	Thurs,Fri,Sat	13,14,15	San Jose	Permanent	
	Thurs,Fri,Sat	20,21,22	San Jose	Permanent	
	Thurs,Fri	27,28	San Jose	Permanent	
March	Sat	1	San Jose	Permanent	
	Thurs,Fri, Sat	6,7,8	San Martin	Permanent	
	Thurs,Fri,Sat	6,7,8	San Jose	Permanent	
	Thurs,Fri,Sat	13,14,15	San Jose	Permanent	
	Thurs,Fri,Sat	20,21,22	San Jose	Permanent	
	Thurs,Fri,Sat	27,28,29	San Jose	Permanent	
April	Thurs,Fri,Sat	3,4,5	San Jose	Permanent	
	Thurs,Fri, Sat	3,4,5	San Martin	Permanent	
	Thurs,Fri	10,11	San Jose	Permanent	
	Saturday	12	Los Altos	Temporary	TBD
	Thurs,Fri	17,18	San Jose	Permanent	
	Saturday	19	Sunnyvale	Temporary	TBD
	Thurs,Fri	24,25	San Jose	Permanent	
	Saturday	26	Santa Clara	Temporary	TBD
May	Thurs,Fri,Sat	1,2,3	San Jose	Permanent	
	Thurs,Fri, Sat	1,2,3	San Martin	Permanent	
	Thurs,Fri,Sat	8,9,10	San Jose	Permanent	
	Thurs,Fri,Sat	15,16,17	San Jose	Permanent	
	Thurs,Fri	22,23	San Jose	Permanent	
	Saturday	24	No Event	No Event	MEMORIAL DAY WEEKEND
	Thurs,Fri,Sat	29,30,31	San Jose	Permanent	
June	Thurs,Fri, Sat	5,6,7	San Martin	Permanent	
	Thurs,Fri,Sat	5,6,7	San Jose	Permanent	
	Thurs,Fri	12,13	San Jose	Permanent	
	Saturday	14	Milpitas	Temporary	TBD
	Thurs, Fri,Sat	19,20,21	San Jose	Permanent	
	Thurs,Fri,Sat	26,27,28	San Jose	Permanent	

*SUBJECT TO CHANGE

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ATTACHMENT D:

COUNTY HOUSEHOLD HAZARDOUS WASTE EMERGENCY COLLECTION PLAN

1. PURPOSE

The purpose of the Household Hazardous Waste Emergency Collection Plan is to minimize potential public health and safety impacts, as well as to minimize costs and confusion during an emergency or disaster. This Attachment describes the services the County can provide and the responsibilities of each party for the collection of household hazardous wastes (HHW) in response to an emergency as defined by the local jurisdiction.

Jurisdictions should contact local emergency agencies, the Governor's Office of Emergency Services (OES), and California Department of Toxic Substances Control (DTSC) for more specific information on hazardous materials emergency response.

2. Timing of HHW

While it is important to have special collection opportunities for disaster-related HHW as soon as possible to avoid illegal disposal or harm to people and/or the environment, having an event or service too soon after a disaster may result in low participation. Sufficient public notification, assessment and monitoring of the disaster and cleanup process by the designated City HHW Coordinator(s) is essential.

3. Public Information/Notification:

Cities should be prepared to provide the public with information related to the problems associated with HHW along with information about special collection events and services. Upon the decision to hold an emergency collection event, it is the City's responsibility to prepare and deliver the necessary public outreach to notify the public of an upcoming event. A City's public outreach program should evaluate all forms of media including: newspaper ads, posters, flyers, press releases, banners, door-to-door notices, roadside signs, signs on dumpsters, radio public service announcements, social media outlets and television public access stations. Be aware of communities where multiple language outreach efforts will be necessary.

4. State HHW Collection Permits

DTSC is responsible for issuing the necessary state permits for HHW collection facilities. During an emergency, the County will obtain the necessary emergency permit for special collection of household hazardous waste from DTSC through their expedited approval process.

5. Collection Events

Temporary collection events can be set-up at various sites including parking lots, city maintenance yards, within neighborhoods needing service, and at landfills or a centralized

location to service larger segments of the population. Waste collected will be transported with a transportation vehicle provided by the HHW Program. In addition, events can be scheduled at the two existing Countywide Household Hazardous Waste Collection Facilities (CoHHWCF). The following options are available to each participating City.

- Neighborhood Drop-off Events: The County is able to provide localized service to specific areas in need of household hazardous waste collection services. The County will work with City Solid Waste Coordinators to conduct coordinated efforts to residents in the affected area. After a specific event, waste will be transported by County staff or a hazardous waste contractor to an appropriate facility.

- Mobile HHW Event: The County conducts Household Hazardous Waste Collection Event (Events) at various sites located in Santa Clara County throughout the year. Events will be expanded to give priority to disaster victims when requested by the City. The County shall obtain all necessary permits and licenses required for the events and shall provide and/or contract for the services of properly trained personnel and hazardous waste haulers. The County shall also provide or secure suitable equipment and supplies to properly receive, package, label, haul, recycle and dispose of the household hazardous wastes collected at events.

- CoHHWCF: The County operates two permitted HHW collection facilities for the collection and storage of HHW. The County shall provide or contract for services, equipment, and supplies to properly receive, package, label, haul, recycle and dispose of wastes collected at the CoHHWCF.

  The CoHHWCF are located at:

  San Martin, 13055 Murphy Ave, San Martin, CA 95046
  San Jose, 1608 Las Plumas, San Jose, CA 95133

6. Costs, Documentation, and Reimbursements

Cities will be billed on a cost recovery basis. Costs of emergency events will be tracked and billed separately. Emergency funding applications pending from the State or Federal government for reimbursements in no way relieves the City of responsibility to make timely payment to the County in accordance with the terms of the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

The County agrees to provide the City with a detailed accounting of services provided for an emergency collection. Documentation will track the time and materials of staff, outside contractor expenses, and quantities and types of waste collected to demonstrate that the wastes were generated above and beyond existing collection programs.

Services to businesses will be provided on a cost recovery basis and according to Section 12 of the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM, which includes program administration, on-site collection, transportation, and disposal costs. The County will assume responsibility for collecting fees from participating businesses.

7. State and Federal Assistance and Funds

It is the City's responsibility to pursue reimbursement from State or Federal agencies.

California Governor's Office of Emergency Services (Cal OES)

Cal OES is responsible for requesting assistan is declared a state disaster area, and the local jurisdiction deems that the needs of the disaster response are beyond ce on behalf of local jurisdictions for resources beyond the capability of the jurisdiction. State assistance may include assistance available from State, Federal, or private sources. If a local jurisdiction its capabilities, then the local jurisdiction can request assistance and reimbursement of costs from Cal OES.

Follow Standardized Emergency Management System (SEMS)
All requests and emergency responses must be in accordance with the SEMS. DTSC may have funding available for hazardous waste response and collection.

Federal Assistance
If a state disaster area is declared a federal disaster, then federal funding assistance may be available through the Cal OES. Funding and assistance may be available from Federal agencies such as FEMA and the USEPA.

Damage estimates: The city should provide to the Cal OES estimates of damages and a "scope of work requested." It is recommended that the local HHW coordinator meet ahead of time with local emergency agencies or Cal OES contacts regarding the proper procedures and wording of requests for assistance.

Funding Process: The funding process may vary depending on the unique circumstances of the disaster. The process can either be the traditional FEMA reimbursement process, or by direct assistance from USEPA.

REFERENCES

California Integrated Waste Management Board, Integrated Waste Management Disaster Plan: Guidance for local government on disaster debris management, January 1997.

Emergency Planning Contacts and Personnel

Primary County Contact: County of Santa Clara
Consumer and Environmental Protection Agency
Household Hazardous Waste Program
ATTN: Hazardous Materials Program Manager
(408)-918-1967

For Non-Emergency after-hours, contact County Communications at: (408) 977-3220

Responsibility: Coordinate and establish proper collection and disposal methods for household hazardous waste. Assess the need for HHW and VSQG services in consultation with the City and other operations.

Cal OES Public Safety Communications Main Office
601 Sequoia Pacific Boulevard
Sacramento, CA 95811
(916) 894-5209

Cal OES
3650 Schriever Avenue
Mather, CA 95655-4203
(916) 845-8510

CHEMTREC Emergency number, (800) 424-9300
Non-emergency (800) 262-8200

Chemtrec is a public service established by the Chemical Manufacturers Association. The Center was developed as a resource for obtaining immediate emergency response information to mitigate accidental chemical releases, and as a means for emergency responders to obtain technical assistance from chemical industry product safety specialists, emergency response coordinators, toxicologists, physicians, and other industry experts to safely mitigate incidents involving chemicals.

ATTACHMENT E

EXHIBIT E

INSURANCE REQUIREMENTS FOR
ENVIRONMENTAL SERVICES
CONTRACTS
(Hazardous Waste Disposal, Remediation Services, Environmental Consulting, etc.)

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any third party claim, liability, loss, injury or damage to the extent arising out of, or in connection with, performance of this AGREEMENT by Contractor and/or its agents or employees, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this AGREEMENT to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this AGREEMENT and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this AGREEMENT, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this AGREEMENT, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the AGREEMENT until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

Should any of the requested policies be cancelled before the expiration date, notice will be provided in accordance with policy provisions.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

   a. Each occurrence - $1,000,000

   b. General aggregate - $2,000,000

   c. Products/Completed Operations aggregate - $2,000,000

   d. Personal Injury - $1,000,000

2. General liability coverage shall include:

   a. Premises and Operations

   b. Products/Completed

   c. Personal Injury liability

   d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

   Additional Insured Endorsement, (Commercial General Liability Additional Insured provided pursuant to Additional Insured Endorsement #1), which shall read:

   > "County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds provided pursuant to Additional Insured Endorsement Form #1."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided

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under this policy. Public Entities may also be added to the Additional Insured Endorsement Form #1 as applicable by way of insurance addendum, and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles. Coverage shall include Environmental Impairment Liability Endorsement MCS90 for contracts requiring the transportation of hazardous materials/wastes.

5. Workers' Compensation and Employer's Liability Insurance

a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

b. Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

6. Contractors Pollution Liability Insurance

Coverage shall provide a minimum of not less than five million dollars ($5,000,000) per occurrence and aggregate for bodily injury, personal injury, property damage and cleanup costs both on and offsite.

7. Professional Errors and Omissions Liability Insurance (required for contractors providing professional services, such as through a professional engineer, registered geologist, etc.)

a. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim/aggregate.

b. If coverage contains a deductible or self-retention, it shall be reviewed and approved by the County's Insurance Manager prior to contract execution.

c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this AGREEMENT.

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Exhibit E (Continued)

8. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).

b. Policy allows for reporting of circumstances or incidents that might give rise to future claims. If coverage terminated Run-Off (Tail) coverage will be purchased for three (3) years following termination.

E. Special Provisions

The following provisions shall apply to this AGREEMENT:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this AGREEMENT, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this AGREEMENT may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this AGREEMENT. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this AGREEMENT be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages.

4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

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Exhibit E (Continued)

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this AGREEMENT, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this AGREEMENT, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this AGREEMENT, at the option of County.

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 06/17/2025
ITEM NO: 17

DATE: June 12, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: Adopt a Resolution Supporting the Allocation of $2,468,786 of the Transportation Development Act Article 3 (TDA3) Funds for the Highway 17 Bicycle and Pedestrian Overcrossing (Project No. 818-0803); Authorize the Associated Revenue and Expenditure Budget Adjustments; and Authorize Revenue and Expenditure Adjustments of $244 from the Traffic Mitigation Fund

RECOMMENDATION:

Staff recommends that the Town Council take the following actions for the Highway 17 Bicycle and Pedestrian Overcrossing (Project No. 818-0803):

a. Adopt a Resolution Supporting the Allocation of $2,468,786 from the Transportation Development Act Article 3 (TDA3) Funding Program for Project Construction; and
b. Authorize Revenue and Expenditure Budget increases in the amount of $2,468,786 to recognize the receipt and the spending of the TDA3 funding for FY 2025-26; and
c. Authorize Revenue and Expenditure budget increases in the amount of $244 from the Traffic Mitigation fund for previously incurred project expenditures.

STRATEGIC PRIORITIES:

This action supports the Core Goals of Fiscal Stability and Quality Public Infrastructure. The use of grant funds for public works construction reduces the burden on the Town's limited general fund resources. The project will provide a safe bicycle and pedestrian friendly route to cross Highway 17.

FISCAL IMPACT:

In relation to the Highway 17 Bicycle and Pedestrian Overcrossing (Project No. 818-0803), staff recommends adopting a resolution authorizing the receipt of $2,468,786 from the

PREPARED BY: Sean Rose
Special Project Manager

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

Transportation Development Act Article 3 (TDA3) Funding Program to support future project construction. The action includes the associated revenue budget adjustments in the amount of $2,468,786 to recognize the receipt of the TDA3 funding. This funding will be held in reserve until the remaining construction funds are secured. Additionally, staff recommends revenue and expenditure budget increases in the amount of $244 from the Traffic Mitigation fund for previously incurred project expenditures.

BACKGROUND:

The Highway 17 Bicycle and Pedestrian Overcrossing Project started in FY2019-20 and is the highest priority project in the Town's adopted Bicycle and Pedestrian Master Plan (BPMP). The project improves bicycle and pedestrian mobility, encourages active transportation, closes a major gap in the Town's bicycle network, and enhances safety for all modes of travel on Blossom Hill Road, a high-volume transportation corridor and route to school for the Town, between Roberts Road West and Roberts Road East.

The project design is being led by the Town with significant funding support from the 2016 Santa Clara Countywide Measure B Program administered by the Valley Transportation Authority (VTA) and design oversight by Caltrans for the portion of the project within Caltrans' Highway 17 right of way. The project design was fully funded through a combination of the 2016 Measure B grant, plus Town Traffic Mitigation and General Fund Appropriate Reserve funding for local matching to the grants. Design completion is expected in the first quarter of 2026.

The project design includes:

1. A new 20-foot wide bicycle/pedestrian bridge over Highway 17 south of the existing Blossom Hill Road overcrossing;
2. Pathways on the east and west sides of the new bridge to provide access between Roberts Road West and Roberts Road East;
3. Safety enhancements to the Roberts Road East and West intersections at Blossom Hill Road; and
4. Modifications to the existing vehicle and bicycle lane configurations and pedestrian facilities on Blossom Hill Road.

The Transportation Development Act provides funding dedicated specifically for pedestrian and bicycle facilities. The funding is managed through the nine-county Metropolitan Transportation Commission (MTC) which oversees the management of funds. In Santa Clara County the VTA manages and distributes the funding on behalf of MTC.

DISCUSSION:

Recently, staff has begun working to obtain the construction funding needed to complete the

project. The project is currently ranked sixth countywide in VTA's 2016 Measure B Bicycle and Pedestrian Capital Projects Ten-Year Fiscally Constrained Priority List and is currently the highest ranked remaining project on the list, indicating funding for the project is a VTA priority.

Staff submitted a request in April 2025 to VTA for $2,468,786 in TDA3 funds for project construction. The available funding has been specifically allocated by the VTA Board to high-priority projects already in receipt of Measure B funding. VTA notified Town staff that they intend to recommend awarding the TDA3 funding towards the construction of the project. As a condition of award, the Town is required to adopt the attached resolution supporting the project. The resolution including the Town's request is shown in Attachment 1.

Based on the current construction cost estimate, with the TDA3 construction funding the project needs an estimated additional $22M to fully fund construction. Staff will be applying for $9.9 million in funding from the Federal Safe Streets For All grant program in June 2025 and is planning to apply for the One Bay Area Grant (OBAG) call for projects anticipated in 2026 and Measure B call for projects anticipated in 2029. Through these various programs staff is confident construction funding can be secured within the next three to five years. The TDA3 agreement states the funds are intended for use by June 30, 2028. If extensions for the TDA3 grant funding agreement are needed staff will seek those. Given that this project is a high priority with regard to VTA funding staff is confident the extensions will be granted.

If the Town were to not move forward with the project construction the TDA3 funding received with this action would be returned to MTC for their use in accordance with the program guidelines.

The following table summarizes the current funding status for the project, including the recommended TDA3 funding for construction:

Highway 17 Bicycle and Pedestrian Overcrosing Project		
CIP No. 818-0803		
Budget		
Existing Appropriations	$	4,457,880
Additional Appropriation (recommended with this staff report)	$	2,468,786
Additional Appropriation (recommended with this staff report)	$	244
Subtotal		**$6,926,910**
Expenditures including Encumbrances		
Expenditures to date		
Construction Contract - BKF Engineers	$	234,000
Construction Contract with Amendments - BKF Engineers	$	3,087,735
Coop Agreement - State of CA	$	135,000
Staffing Costs	$	89,355
Other Project Costs	$	3,405
Expenditures (recommended with this staff report)		
Grant Funded Project Costs	$	2,468,786
Planned Expenditures		
Construction Contract - Advanced Mobility Group	$	42,805
Independent Structural Review - Biggs Cardosa and Associates	$	50,000
Design Contingency	$	169,460
Staffing Costs	$	126,633
Subtotal	**$**	**6,407,179**
Balance	**$**	**519,731**

During 2025-26 budget discussions with the Finance Commission, this project was the subject of some discussion centering around the fiscal prudence of continuing progress on this project when funding sources are yet available to fund the substantial construction cost. Staff reported that the significant portion of allocated existing funding has been expended in the lead up to seeking construction funding. The Town is not obligated to continue to fund this project with General Fund resources if additional transportation funding does not materialize. Further, by accepting this funding, the Town can return it if construction funding does not materialize with such return not resulting in the Town being placed in bad standing with the funding agency. Thus, given the resource commitment so far as well as the focus on complete and safe streets, it is reasonable not to eliminate this project from consideration and forego the funding.

CONCLUSION:

The recommended actions support the allocation of $2,468,786 in TDA3 funds by the Metropolitan Transportation Commission toward the construction of the Highway 17 Bicycle and Pedestrian Overcrossing Project. Approval of the resolution and associated budget adjustments will enable the Town to receive and account for the funds in compliance with program requirements.

COORDINATION:

This report has been coordinated with the Finance Department, the Town Attorney's office, and with VTA staff.

ENVIRONMENTAL ASSESSMENT:

The Town is the lead agency under CEQA. This is a project as defined under CEQA but is statutorily exempt under Section 21080.25. A Notice of Exemption has been filed. Caltrans is the lead agency under NEPA. The project is exempt from NEPA under 23 CFR 771.117(c): activity (c)(3).

Attachments:
1. Resolution allocating TDA3 Funding via the Metropolitan Transportation Commission

RESOLUTION 2025

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS

WHEREAS, Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

WHEREAS, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108, Revised, entitled "Transportation Development Act, Article 3, Pedestrian/Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding; and

WHEREAS, MTC Resolution No. 4108, Revised requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

WHEREAS, the Town of Los Gatos desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists; now, therefore, be it

RESOLVED, that the Town of Los Gatos declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code, and furthermore, that the Town of Los Gatos attests to the accuracy of and approves the statements in Attachment A to this resolution; and furthermore, that a certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of the County of Santa Clara for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 17th day of June 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

Attachment A

Re: Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2025/26 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

Findings

Page 1 of 1

1. That the Town of Los Gatos is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the Town of Los Gatos legally impeded from undertaking the project(s) described in "Attachment B" of this resolution.

2. That the Town of Los Gatos has committed adequate staffing resources to complete the project(s) described in Attachment B.

3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).

4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.

5. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).

6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA will be diligently pursued.

7. That the project(s) described in Attachment B are for capital construction and/or final design and engineering or quick build project; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic and/or Class IV separated bikeway; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the Town of Los Gatos within the prior five fiscal years.

8. That the project(s) described in Attachment B which are bicycle projects have been included in a detailed bicycle circulation element included in an adopted general plan, or included in an adopted comprehensive bikeway plan (such as outlined in Section 2377 of the California Bikeways Act, Streets and Highways Code section 2370 et seq.) or responds to an immediate community need, such as a quick-build project.

9. That any project described in Attachment B bicycle project meets the mandatory minimum safety design criteria published in the California Highway Design Manual or is in a National Association of City and Transportation Officials (NACTO) guidance or similar best practices document.

DRAFT

10. That the project(s) described in Attachment B will be completed in the allocated time (fiscal year of allocation plus two additional fiscal years).

11. That the Town of Los Gatos agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.

Attachment B

TDA Article 3 Project Application Form

1. **Agency**	Town of Los Gatos		
2. **Primary Contact**	Nicolle Burnham, Public Works Director		
3. **Mailing Address**	41 Miles Ave, Los Gatos, CA 95030		
4. **Email Address**	nburnham@losgatosca.gov	5. **Phone Number**	408-399-5771
6. **Secondary Contact** (in the event primary is not available)	Sean Rose		
7. **Mailing address** (if different) N/A☐			
8. **Email Address**	srose@losgatosca.gov	9. **Phone Number**	408-827-3552
10. **Send allocation instructions to** (if different from above):			
11. **Project Title**	Bicycle and Pedestrian Overcrossing over Highway 17		
12. **Amount requested**	$2,468,786	13. **Fiscal Year of Claim**	FY 2025/26

14. **Description of Overall Project:**

The project will construct a dedicated 20-foot wide bicycle and pedestrian bridge over Highway 17 along Blossom Hill Road in Los Gatos, along with approximately 1300 linear feet of exclusive bicycle and pedestrian pathways parallel to the existing Blossom Hill Road vehicle overcrossing.

15. **Project Scope Proposed for Funding:** (Project level environmental, preliminary planning, and ROW are ineligible uses of TDA funds.)

The requested funding would be used exclusively for project construction.

16. **Project Location:** A map of the project location is attached or a link to a online map of the project location is provided below:

(Please see attached Location Map and Project Information Sign)

Project Relation to Regional Policies (for information only)

17. Is the project in an Equity Priority Community? Yes☐ No☒

18. Is this project in a Priority Development Area or a Transit-Oriented Community? Yes☒

19. **Project Budget and Schedule**

Project Phase	TDA 3	Other Funds	Total Cost	Estimated Completion (month/year)
Bike/Ped Plan		250,000	250,000	Complete March 2022
ENV		750,000	750,000	December 2024
PA&ED		1,250,000	1,250,000	December 2024
PS&E		1,500,000	1,500,000	December 2025
ROW				
CON	2,468,786	19,531,214	22,000,000	June 2028
Total Cost	**2,468,786**	**23,281,214**	**25,750,000**	

Project Eligibility

A. Has the project been reviewed by the Bicycle and Pedestrian Advisory Committee? Yes☒ No☐
If "YES," identify the date and provide a copy or link to the agenda.
September 1, 2020. Link to staff report:
https://losgatos-ca.municodemeetings.com/bc-citycouncil/page/council-meeting-48.
(Please see Consent Item 2. As noted in Attachment 1 of the Item, in the Adopted BPMP the project is identified as the #1 ranked priority project in the BPMP ("Connect Los Gatos" suite of projects)
If "NO," provide an explanation).

B. Has the project been approved by the claimant's governing body? Yes☒ No☐
If "NO," provide expected date:_____

C. Has this project previously received TDA Article 3 funding? Yes☐ No☒
(If "YES," provide an explanation on a separate page)

D. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? Yes☒ No☐

E. **1.** Is the project categorically exempt from CEQA, pursuant to CCR Section 15301(c), Existing Facility? Yes☐ No☒

2. If "NO" above, is the project is exempt from CEQA for another reason? Yes☒ No☐
Cite the basis for the exemption. Pedestrian and Bicycle Facility N/A☐
If the project is not exempt, please check "NO," and provide environmental documentation, as appropriate.

F. Estimated Completion Date of project (month and year): June 2028

G. Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility, please identify below and provide the agreement. Yes☒ No☐

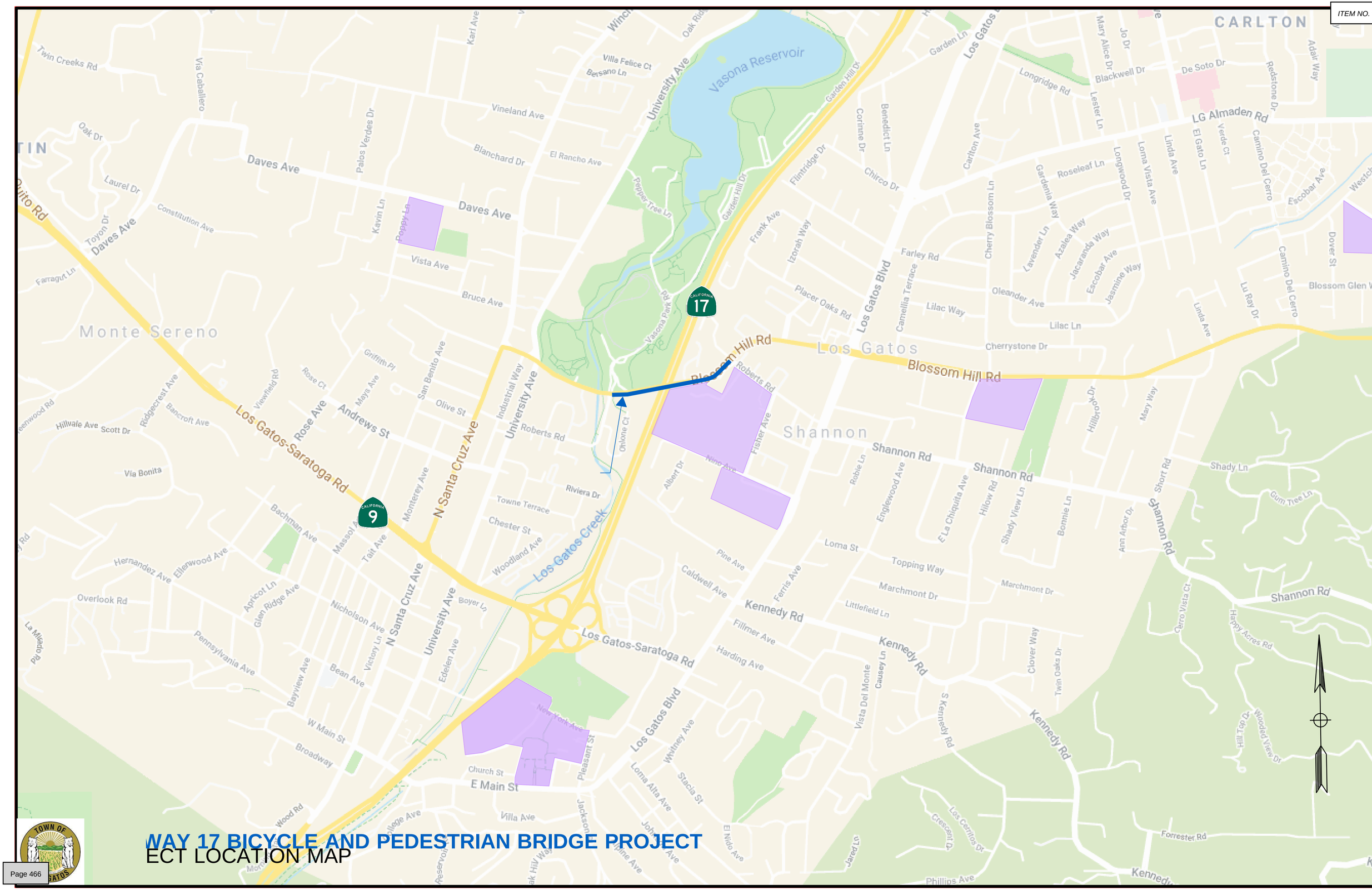
H. Is a Complete Streets Checklist required for this project ? Yes☒ No☐

If the amount requested is over $250,000 or if the total project phase or construction phase is over $250,000, a Complete Streets checklist is likely required. Please attach the Complete Streets checklist or record of review, as applicable. More information and the form may be found here: https://mtc.ca.gov/planning/transportation/complete-streets

(Please see attached MTC Complete Streets Checklist)

Attachments List

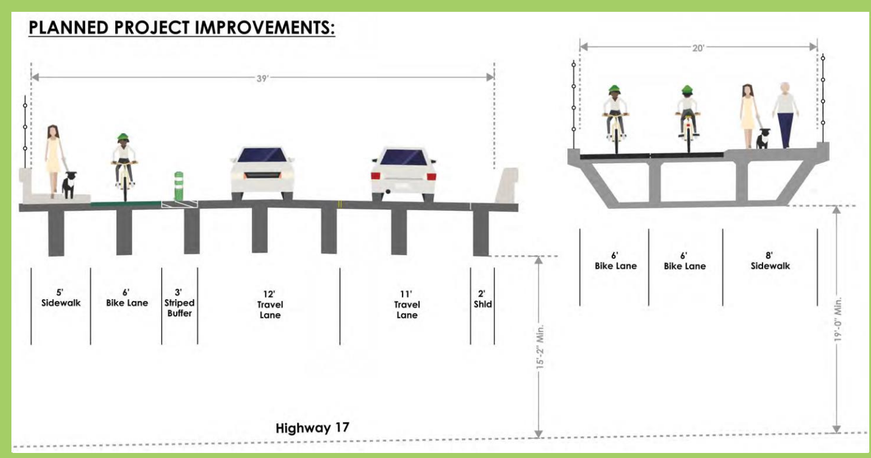
1. Location Map and Project Information Sign
2. Complete Streets Checklist



WAY 17 BICYCLE AND PEDESTRIAN BRIDGE PROJECT

ECT LOCATION MAP

TRAVEL CONFIGURATION



PROJECT MILESTONES

2021
2022
2023
2024
2025
2026
2027
2028

Phase 1:
Caltrans Project Initiation Document

Phase 2:
Preliminary Engineering & Environmental Review

Phase 3:
Final Design - Plans, Specifications, and Estimates

Phase 4:
Construction (Pending Funding Approval)

PROJECT BENEFITS

- Improves bicycle and pedestrian mobility across Highway 17
- Provides a Safe Route to School
- Promotes bicy ling and walking
- Reduces trafic congestion and greenhouse gas emissions by reducing vehicular trafic demand

For additional project information, please scan the QR code or visit:

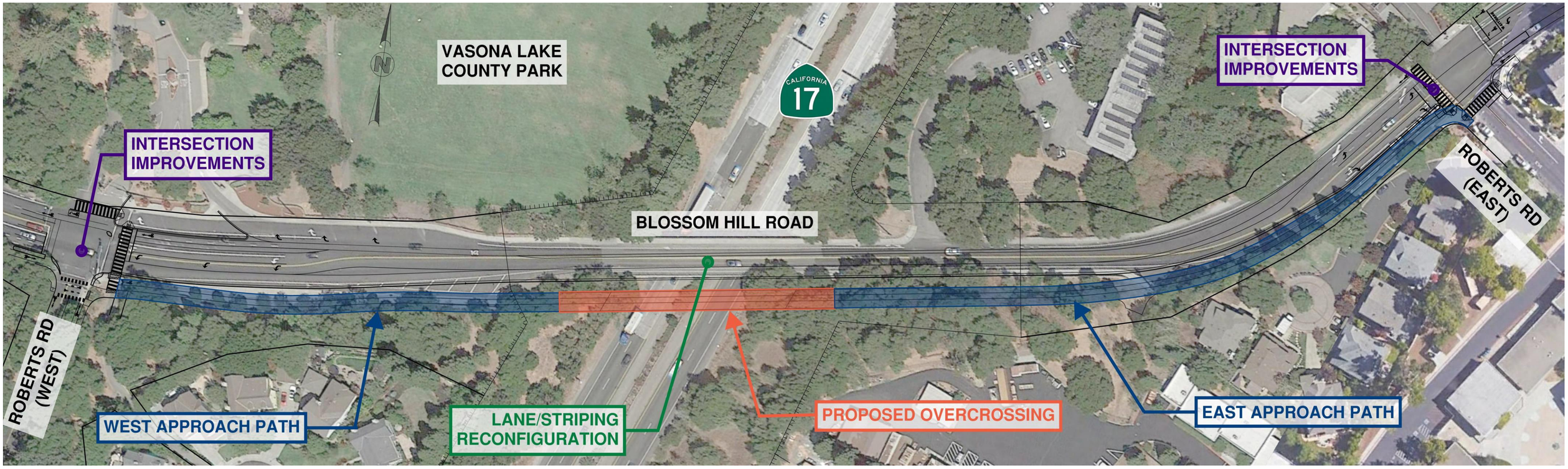
Implementing Agency: The Town of Los Gatos

Contact: Sean Rose, Special Projects Manager

TOWN OF Los GATOS CALIFORNIA

THE BLOSSOM HILL ROAD BICYCLE & PEDESTRIAN BRIDGE PROJECT

proposes to construct a separate bicycle and pedestrian bridge adjacent to the existing Blossom Hill Road bridge over Highway 17



BKF

Contact Name	Sean Rose
Email Address	srose@losgatosca.gov
Contact Phone Number	408-827-3552
City/Jurisdiction/Agency (If your option is not listed, select "Other")	Los Gatos
County	Santa Clara
Is your project seeking regional discretionary funds or an endorsement?	Regional discretionary funding
Please include the name of the regional discretionary funding program that this project is seeking.	Active Transportation Program Cycle 7
Project Name/Title	Highway 17 Bicycle & Pedestrian Overcrossing
Project Area/ Location	Blossom Hill Road, Los Gatos, CA
Project Area Map (Attach if applicable) Please save the file with the project name and the jurisdiction submitting checklist. Add the name of the file being uploaded below. Then Click Here to upload your file.	Highway_17_Bicycle_&_Pedestrian_Overcrossing-Town_of_Los_Gatos-Project_Area_Map.pdf
Project Description (2000 character limit). You may also attach additional project documents, cross sections, plan views or other supporting materials.	The Highway 17 Bicycle and Pedestrian Overcrossing Project proposed to build a separate bicycle and pedestrian bridge over Highway 17, just south of the existing Blossom Hill Overcrossing in the Town of Los Gatos. The bridge will improve connectivity, provide safe public access, and promote active transportation by moving bicyclists and pedestrians off the existing narrow Blossom Hill Overcrossing onto a separated pathway. The proposed bridge will be approximately 200 feet long and connect to an approximately 1,260-foot long Class I multi-use bicycle and pedestrian pathway that will connect the bridge to existing bicycle and pedestrian facilities along Blossom Hill Road at the intersections of Roberts Road (West) and Roberts Road (East), located on the wester and eastern sides of Highway 17.

Please choose the project phase(s).	ENV
Project Supporting Material (Upload if applicable) Please save the file with the project name and the jurisdiction submitting checklist. Add the name of the file being uploaded below. Then Click Here to upload your file.	Highway_17_Bicycle_&_Pedestrian_Overcrossing-Town_of_Los_Gatos-Geometric_Approval_Drawings.pdf
Do you think your project qualifies for a Statement of Exception?	No

Topic: Bicycle, Pedestrian and Transit Planning

Does the project implement relevant plans, or other locally adopted recommendations?	Yes
Please provide details on plan recommendations affecting the project area, if any, with Plan adoption date. If the project is inconsistent with adopted plans, please provide explanation.	The 2021 Caltrans District 4 Pedestrian Plan identifies and prioritize pedestrian needs on and across the Bay Area's State Transportation Network. This Plan furthers the 2017 California State Bicycle and Pedestrian Plan, toward an Active California, and will guide District 4 and its partners to develop an integrated pedestrian network that supports walking and improves connectivity. The Pedestrian Plan Identified bicycle and/or pedestrian crossing needs across State Route 17 within the Town of Los Gatos. The Pedestrian Master Plan was adopted in February 2017 and approved by the Town's Complete Streets and Transportation Commission in August 2020. The plan identifies goals in the area of activity, safety, infrastructure and design, connectivity and accessibility. The Master Plan identifies Blossom Hill Road as an important route on the Town's Backbone Bikeway Network and is located on a designated School Walking Route. The plan highlighted the development of a protected bicycle lane network encompassing portions of Blossom Hill Road and Roberts Road and the construction of a new bike/pedestrian bridge across Highway 17 to connect East and West Los Gatos as "high priority bike recommendations."
Does the project area contain segments of the regional Active Transportation (AT)	Yes

Network? [See MTC's AT Network map here]	
If yes, describe the how project adheres to the National Association of City Transportation Official's (NATCO's) "Designing for All Ages & Abilities Contextual Guidance for High-Comfort Bicycle Facilities" and/or the Architectural and Transportation Barriers Compliance Board's "Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way."	The existing Blossom Hill Road Overcrossing has inadequate sidewalk width and discontinuous bicycle facilities, creating an unsafe environment for both bicyclists and pedestrians. Students and residents frequently use these facilities due to the project's proximity to Vasona County Park and Raymond J. Fisher Middle School. During peak hours, bicyclists and pedestrians are forced to share the limited space and often resort to using the roadway to travel along Blossom Hill Road. The project aims to enhance accessibility and safety for bicyclists and pedestrians by constructing a separate bicycle and pedestrian overcrossing that connects to a new Class I pathway along Blossom Hill Road.
Is the the project on a known High Injury Network (HIN) or has a local traffic safety analysis found a high incidence of bicyclist/ pedestrian-involved crashes within the project area?	Yes
Please summarize the traffic safety conditions and describe the project's traffic safety measures. The Bay Area Vision Zero System may be a helpful resource.	The current traffic safety conditions on the Blossom Hill Overcrossing are poor due to the lack of bike lanes and narrow sidewalks. These deficiencies create hazardous conditions, forcing non-motorized users to share the narrow sidewalks with high volumes of accelerating vehicular traffic. The project will foster safer streets through protected intersection improvements and creating connectivity within the Town's bicycle and pedestrian facilities. These enhancements will support the Bay Area Vision Zero System plan by reducing the risk of incidents between vehicles and non-motorized users.
Does the the project seek to improve conditions for people biking, walking and/or rolling? If the project includes a bikeway, was a Level of Traffic Stress (LTS), or similar user experience analysis conducted?	Yes

Describe how project seeks to provide low-stress transportation facilities or reduce a facility's LTS.	a new overcrossing structure and Class I pathway. Furthermo protected intersection improvements at the intersections of Roberts Road (West) and Roberts Road (East) will promote a low-stress riding and walking environment for both bicyclists and pedestrians navigating through these intersections.
A. Are there existing public transit facilities (stop or station) in the project area?	No
B. Have all potentially affected transit agencies had the opportunity to review this project? If yes, please save the email from transit operator(s) below.	No
Please save the file with the project name and the jurisdiction submitting checklist. Add the name of the file being uploaded below. Then Click Here to upload your file.	N/A
C: Is there a MTC Mobility Hub (map) within the project area?	No
If yes, please describe outreach to mobility providers, and the project's Hub- supportive elements. Please view the Mobility Hubs Playbook Play 1.	N/A
If applicable, please describe the pedestrian focused improvements and cite the design standards used (links to standards are not needed).	Pedestrian focused improvements include a new overcrossing structure, raised sidewalks, protected intersections, curb extensions, high visibility crosswalks, ADA curb ramps, and leading pedestrian intervals. The design standards used include the Caltrans Highway Design Manual, 2023 Caltrans Standard Plans and Specifications, California MUTCD, ADA Design Standards, NACTO Design Guidelines, Town of Los Gatos Street Design Standards, and AASTHO Planning, Design, and Operation of Pedestrian Facilities.

If applicable, please provide the class designation for bikeways included in the project and cite the design standards used.	The project proposes a Class I bikeway from the intersection Roberts Road (West) & Blossom Hill Road to the intersection of Roberts Road (East) & Blossom Hill Road. The design standards and guidelines used include the Caltrans Highway Design Manual, 2023 Caltrans Standard Plans and Specifications, California MUTCD, ADA Design Standards, NACTO Design Guidelines, Town of Los Gatos Street Design Standards, and AASTHO Guide for Development of Bicycle Facilities.
Will the project improve active transportation in an Equity Priority Community (EPC)?	No
Please list census tracts that are designated as EPCs and affected by this project.	N/A
Has a local (city is preferred and county is an option) Bicycle and Pedestrian Advisory Commission (BPAC) reviewed this Checklist? The Checklist will begin MTC review once the BPAC meeting has occurred.	The submission of this checklist will be reviewed by the BPAC. This option exists to use this CS Checklist submission (pdf emailed to you) for the BPAC review.
Please provide the meeting date(s). BPAC meeting date should occur before the grant funding request application or endorsement is submitted.	August 12, 2021
Please provide a summary of meeting comments. If meeting date hasn't occurred yet, please share BPAC meeting comments here.	The Complete Streets and Transportation Commission has reviewed and is in support of the project's improvements. As the project moves forwards into the final engineering stages, updates will be provided to the CSTC.

Compliance and Exemption

Please check below if Yes. If no, complete the Statement of Exception. If Yes, this Checklist is complete and the rest of the form can be skipped. If No, please fill out the Statement of Exception section.	Yes.
Has a local (city or county) Bicycle and Pedestrian Advisory Commission (BPAC) reviewed this Checklist? The CS Checklist will begin review once the BPAC meeting notes are included in this form.	The Checklist is being submitted to send to the BPAC for review.

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 06/17/2025
ITEM NO: 18

DATE: June 12, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: Authorize the Town Manager to Execute a Five-Year Agreement for Consultant Services with Project Sentinel for Tenant/Landlord Rental Dispute Resolution Services in an Amount Not to Exceed $35,700 Annually for a Total Amount of $178,500 Over the Five-Year Term of the Agreement.

RECOMMENDATION:

Authorize the Town Manager to execute an Agreement for Consultant Services with Project Sentinel for tenant/landlord rental dispute resolution services in an amount not to exceed $35,700 annually for a total not to exceed amount of $178,500 over the five-year term of the agreement.

STRATEGIC PRIORITIES:

This project supports the Core Goal of **Civic Engagement**. Through the provision of rental dispute resolution, Project Sentinel delivers stability and support to renters and landlords.

FISCAL IMPACT:

Sufficient funds are included in the proposed FY2025/26 Operating Budget, program 1201 (Non-Departmental).

BACKGROUND:

The Town first contracted with Project Sentinel to administer its rental dispute resolution program in 2010. Project Sentinel provides services to both tenants and landlords, including information, referral, conciliation, mediation, and arbitration. These services have been

PREPARED BY: Name: Tania Maheu
Title: Administrative Analyst

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

provided under a service agreement which expires June 30, 2025. The Town collects a fee on rental developments with two or more units to fund these services based on Rental Dispute Ordinance 2128, adopted on March 1, 2004.

DISCUSSION:

The original 2010 Agreement was for a 3-year term at $32,600 per year, totaling $97,800; subsequent amendments increased the rate to the current annual rate of $34,000. The proposed increase to $35,700 is a 5% increase from the current contract rate.

Project Sentinel is a sole source provider, as they are the only vendor in the surrounding area that provides the same scope of specialized rental mediation services at their scale and depth for local Santa Clara County jurisdictions. Project Sentinel has provided quality services to the Town's residents and landlords in this capacity for the last 15 years. A draft Project Sentinel Agreement is included with this report as Attachment 1.

CONCLUSION:

Staff recommends that the Council authorize the Town Manager to execute an Agreement for Consultant Services with Project Sentinel for tenant/landlord rental dispute resolution services in an amount not to exceed $35,700 annually for a total amount of $178,500 over the five-year term of the agreement.

COORDINATION:

The draft agreement was prepared in coordination with the Town Attorney.

ENVIRONMENTAL ASSESSMENT:

This action is not a project defined under CEQA, and no further action is required.

ATTACHMENT:
1. Draft Project Sentinel Agreement (includes Exhibit A, Budget Summary, and Proposal to Provide Services)

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into July 1, 2025, by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Project Sentinel, ("Consultant"), whose address is 1490 El Camino Real, Santa Clara, CA 95050. This Agreement is made with reference to the following facts.

I. RECITALS

1.1 The Town desire to engage Consultant to provide tenant/landlord rental dispute resolution 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 Budget Summary and Proposal to Provide Services for July 1, 2025 through June 30, 2030 sent to the Town on March 21, 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 July 1, 2025 to June 30, 2030. Consultant shall perform the services described in this Agreement as follows: Tenant/Landlord Rental Dispute Resolution Services.

2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations. 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 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 $35,700.00 annually for each of the five fiscal years for a total of $178,500.00**, 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.

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 affecting 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 one million dollars ($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; and 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.

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, or 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 indemnify the Town, its elected and appointed officials, 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 any act or omissions of the Consultant, or any of the Consultant's officers, employees, agents, or any subconsultant. Consultant shall defend the Town against any such claims.

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

Project Sentinel
Attn: Carol Conn
1490 El Camino Real
Santa Clara, CA 95050

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 with respect to 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:

Chris Constantin, Town Manager

Recommended by:

Joel Paulson
Community Development Director

Approved as to Form:

Gabrielle Whelan, Town Attorney

Attest:

Wendy Wood, CMC, Town Clerk

Consultant, by:

Carol Conn, Executive Director
Project Sentinel

BUDGET SUMMARY
LOS GATOS RENTAL DISPUTE RESOLUTION ROGRAM

Agency name: Project Sentinel
Contact person: Isenia Macias, Dispute Resolutions Program Director
Address: 1490 El Camino Real, Santa Clara, CA 95050
Phone number: 209-735-0549
E-mail: imacias@housing.org

Executive Director: Carole Conn, 408-470-3739, cconn@housing.org
Financial POC: Deanne Komush, deannek@healthtrust.org
Sara Cottrell, 408-414-5310, scottrell@housing.org

COST OF SERVICES: July 1, 2025 - June 30, 2026

Proposed Town of Los Gatos Grant Project Expenses	
Salaries	$ 25,700.00
Benefits	$ 4,346.00
Office Supplies	
Communication	
Publications/Printing/Advertising	
Travel	
Rent/Lease/Mortgage	
Utilities	
Insurance	
Equipment Rental/Maintenance, Specify:	
Other, Specify: Indirect cost rate 22%	$ 5,654.00
Total Expenses	**$ 35,700.00**

Exhibit A

PROJECT SENTINEL

PROPOSAL TO PROVIDE SERVICES FOR THE
LOS GATOS RENTAL DISPUTE RESOLUTION PROGRAM

July 1, 2025 – June 30, 2026

I. AGENCY DESCRIPTION

Project Sentinel is a nonprofit organization committed to addressing housing issues and ensuring fair housing access. Established in 1976 by community members concerned about barriers faced by minorities and other groups, the organization has grown significantly over the past four decades. Today, Project Sentinel serves a population of over 4.5 million with a staff of 44, operating out of seven offices in Redwood City, Santa Clara, Gilroy, Fremont, Sacramento, Milpitas, and Modesto. Its work is supported by numerous funding sources, including 19 contracts for housing information, counseling, and dispute resolution; 23 contracts for fair housing services; and multiple contracts and foundation grants supporting homeownership services such as foreclosure prevention and first-time homebuyer education.

Each year, the agency handles more than 16,000 inquiries, opens approximately 3,000 cases, delivers over 300 public presentations and workshops, and distributes thousands of multilingual educational materials. Project Sentinel has extensive experience managing rental housing dispute resolution and rent stabilization programs, administering three rent control ordinances for Mountain View, Hayward, and Los Gatos, as well as mandatory mediation programs in Palo Alto, Fremont and Campbell.

With a proven track record in fair housing and dispute resolution, Project Sentinel's experienced team is well-equipped to continue administering the Rental Dispute Resolution Program for the Town of Los Gatos. The agency's existing partnerships with cities, counties, and federal agencies ensure a stable financial foundation, and its long-standing reputation as a trusted nonprofit demonstrates its ability to sustain these services effectively.
The program's primary objectives are to educate the community about housing rights and responsibilities, prevent minor disputes from escalating into major conflicts that could lead to eviction or homelessness, and facilitate impartial mediation. By promoting direct communication and providing neutral support, Project Sentinel empowers individuals to resolve their housing concerns constructively.

II. PROGRAM OPERATIONS – DIRECT SERVICES

In recent years, residential rental rates across Silicon Valley have remained high, driven by a persistent housing shortage, rising demand, and economic fluctuations. While some areas have experienced periods of housing stabilization, overall affordability remains a significant challenge, particularly for individuals and families whose incomes have not kept pace with increasing housing costs. The impact is especially severe for low- and middle-income households, many of whom face growing financial strain as rents continue to outpace wage growth.

Administration of Ordinances:

The Town of Los Gatos is part of the growing number of jurisdictions in Santa Clara County that maintains a Rent Control Ordinance as well as a Mobile Home Ordinance. Tenants are increasingly concerned about being forced out of their living arrangements due to increasing rents, while housing providers are anxious to use the Ordinance to meet their ultimate goal of bringing their rental units to "market level." To meet the mounting needs of both these populations, owners and renters, Project Sentinel provides information, education and administers the rent dispute resolution services under these Ordinances.

In the 20+ years Project Sentinel has administered the Los Gatos Ordinance, and has provided ancillary services such as counseling, information, and appropriate referrals to all tenants and landlords, regardless of whether they are subject to the Ordinance.

A. Information & Education

Because lack of knowledge is one of the main generators of conflict, one of the primary ingredients of our conflict resolution program is to inform and educate tenants and landlords about their respective rights and responsibilities. Well-informed tenants and landlords can often avoid conflict, or, when in the midst of a conflict, are more apt at working towards realistic solutions. To achieve this result, we will perform the following activities and routine components of Project Sentinel's information, education and outreach:

1. Website & Social Media. Project Sentinel offers a website, www.housing.org, which informs and educates members of the community on conflict resolution and other services. Various forms and educational material are available on the site, such as flyers and publications, as well as links to helpful resources for tenants and landlords such as the Rental Dispute Resolution program of Los Gatos. Our office is available for e-mail communication and conducts a significant level of communication directly through phone calls and email. Through our social media accounts, we keep readers involved in the latest news and trends in the housing area.

2. Collaboration. The agency will pursue joint ventures with other community-based organizations, as well as providing quick and accurate referrals. The agency has a strong tie to other dispute resolution agencies such as the Peninsula Conflict Resolution Center and the Bay Area Coalition of Community Mediation. Project Sentinel works closely with a number of other organizations that serve minority, new immigrant and other underserved populations. The Asian Law Alliance provides Project Sentinel with translated materials on rental rights and responsibilities and is a source for legal referrals, along with the Law Foundation of Silicon Valley, when necessary.

3. Public presentations. Project Sentinel makes public presentations to the general community, housing industry and social service providers.

4. Literature distribution. Project Sentinel has developed brochures specific to the Los Gatos Rental Dispute Resolution Program. The brochures are distributed at the City Hall, Library, Senior & Community Center and various expos and fairs.

B. Rent Dispute Resolution

Project Sentinel will, upon receiving an inquiry from a Los Gatos resident, determine whether the housing problem is appropriate for the dispute resolution process. The process is as follows:

Step 1: Provide Information or referral services via telephone, email, mail or in person and advise all parties regarding Program procedures;

Step 2: Provide conciliation services;

Step 3: Coordinate mediation when conciliation is not sufficient;

Step 4: Coordinate arbitration when the dispute is not resolved at the mediation level.

1. Provide information to persons with questions about landlord and tenant relations for properties situated within the jurisdiction's boundaries. Direct services will be delivered full-time, five days a week during normal office hours, which are 9:00 am to 4:00 pm. The Director of Dispute Resolution Programs will personally oversee the initial telephone responses and subsequent case handling for this contract. All the specific requirements set forth in the Request for Proposals are currently being performed for the Town of Los Gatos. We offer a performance standard in which 75% of initial calls will be answered on the first call, 90% will be handled within 24 hours and 100% will normally be handled within 48 hours. Packets will be mailed within 24 hours of an appropriate request. Conciliations will be promptly addressed, and cases will be moved to mediation on a timely basis. Mediations will be scheduled at the convenience of the people involved in a dispute, which can include evenings and weekends.

2. Refer calls to appropriate agencies when the caller's request falls outside the scope of Project Sentinel's services. The effectiveness of the referrals will be ensured by Project Sentinel's established network of resources and ongoing collaborations with other organizations.

3. Dispute resolution services of counseling, conciliation, mediation, and arbitration will be delivered by professional staff with some support by trained and experienced dispute resolution neutrals.

Enforcement of the rent control limits in the Ordinance and Regulations is not automatic. A rent increase will be reviewed only if an eligible tenant or tenants file a timely petition to dispute the increase. Generally, a petition challenging a 5% increase will not be accepted, unless the tenant or tenants allege a Service Reduction, which is a failure by the landlord to provide a basic service such as adequate plumbing.

Once a valid petition is received, there is a three-part dispute resolution process. At the first step, Project Sentinel staff contact both sides to resolve the dispute through telephone conciliation. The second step is mandatory attendance at a mediation session. If the case is not resolved at these two steps, the tenant can request binding arbitration. The content of all communications made by any party during the conciliation and mediation steps is maintained by Project Sentinel as confidential. Arbitration hearings are recorded. The recordings and the Arbitration Decision are available for review through the Town.

4. The Director or other agency staff will attend any necessary meetings with the Town of Los Gatos as requested by city officials.

5. Staff will maintain a database for easy retrieval of case handling, including the number and type of cases, client demographics, the nature of disputes, and their follow-up and resolution. This database includes information on agreement compliance. Evaluation forms will be collected from clients. The agency will provide quarterly and year-end reports including this information. The agency routinely maintains records of all telephone contacts, including the nature of the call, type of caller and referral sources. These activities are currently being performed for Los Gatos and other cities with which we contract. The agency has a separate dedicated telephone number for the Los Gatos program to ensure that residents of Los Gatos receive direct assistance quickly.

C. Advisory Role Activities

1. Project Sentinel will advise the Town from time to time and at its request, regarding the status of the Program and of the Los Gatos rental housing community.

2. Project Sentinel will coordinate with and assist the Town Attorney's office in any litigation arising out of any petition processed pursuant to the Program.

III. SUMMARY OF EXPERIENCE AND KNOWLEDGE

Project Sentinel has a long-standing track record of successfully providing administrative and hearing process services based on rent stabilization ordinances in the Bay Area. No other agency in this area has a similar record.

For several years, this agency has been administering the rent stabilization petition process in for the City of Mountain View, City of Hayward and Town of Los Gatos and rental mediation programs for the Cities of Palo Alto, Campbell and Fremont. In addition to these services, the agency serves as the first point of contact for many other jurisdictions throughout Santa Clara County, where it provides counseling on the tenant’s and landlord’s rights and responsibilities and administers voluntary and mandatory tenant-landlord mediation programs.

All staff members in the agency’s office are trained as mediators and are experienced in working with both volunteer and professional mediators in diverse capacities. The staff is

experienced in all stages of casework, including case development, and monitoring and evaluating compliance with cases that are conciliated or mediated. As one of the founding members of the Bay Area Coalition for Community Mediation (BACCM), Project Sentinel works closely with other organizations to implement the Dispute Resolution Programs Act in the Bay Area, and to promote dispute resolution as a recognized and effective means of resolving problems. Project Sentinel is an active member of the California and National Association for Community Mediation (NAFCM).

IV. STAFFING

Individuals seeking help in resolving rental housing problems are currently served by a staff of case managers who provide advice, referrals, and other information to help parties resolve their problems. The seasoned personnel of Project Sentinel, providing conflict resolution services, has completed one or more mediation courses involving a minimum of 40 hours of classroom and subsequent ongoing training. Following training, staff also participates in internal reviews, monitoring their performance. Staff are mentored by more experienced members of staff. The staff has Spanish bi-lingual capacity. In addition to our regular staff, volunteer members of the community occasionally help us to provide collateral services. In all cases, volunteers are closely supervised and mentored by members of our regular staff.

Project Sentinel is a HUD designated agency for Santa Clara County for the provision of housing counseling services. As such, the staff is knowledgeable of HUD regulations for subsidized property and in mortgage default and delinquency counseling.

Our Conflict Resolution Specialist, Jamila Ghanm, brings nearly two years of dedicated service to the Los Gatos tenant-landlord program, assisting with the administration of the city's ordinances, providing essential education and information, and facilitating rent dispute resolution. With an LLM in U.S. Law specializing in International Human Rights from Santa Clara University and a background in law from the University of Baghdad, she offers extensive experience in program management, advocacy, case management, and community outreach. Her expertise in legal analysis and dispute resolution allows her to serve as a valuable advisor, ensuring tenants and landlords have the resources and guidance needed to navigate housing concerns effectively.

The Dispute Resolution Staff is supervised and managed by Isenia Macias, who is the Director of Dispute Resolution Programs. Isenia will provide direct service and supervision. Isenia brings both a social services and mediation background to the work of the Dispute Resolution department and conducts education seminars and workshops in both Spanish and English. She reports to the Executive Director of the agency, who in turn reports to Project Sentinel’s Board of Directors. The composition of the Board of Directors reflects the agency’s geographical diversity as well as its services.

Mediators appointed to Project Sentinel’s panel of mediators must have at least two years of mediation experience, and a minimum of 40 hours of training. They are also required to sign a

Code of Professional Conduct and Ethics for Mediators, and to follow Project Sentinel's philosophy in dealing with cases. Project Sentinel's arbitrators are highly skilled attorneys with significant prior experience in arbitration and dispute resolution.

V. AGENCY'S FINANCIAL AND ORGANIZATIONAL STRUCTURE

(1) Financial Structure

Financial Stability: This agency has been in existence since 1976 with a current annual budget in excess of two million dollars, funded by more than 30 contracts and with a reserve sufficient for reasonable cash flow. Project Sentinel has been providing dispute resolution services since 1992 and is currently funded to provide these services to 12 municipalities in Santa Clara County. Project Sentinel is subject to an annual audit by an outside CPA firm and for the past years has received no negative findings. The Health Trust's Financial and Administrative Support Services (FASS) provides accounting services to the agency. The FASS is known for its comprehensive and transparent financial services to nonprofit organizations.

Record Keeping: The agency maintains its accounts in accordance with the principles of fund accounting and reports income and expenses on the accrual basis of accounting. Fund groups are used as the basis for recording all financial transactions. The organization utilizes the following fund groups:

- Current Unrestricted Fund – represents sources over which the Board of Directors has discretionary control and is used to carry out operations of the organization in accordance with its by-laws.

- Current Restricted Fund – represents the resources currently available for use, but expendable only for those operating purposes specified by the contractor. Any program excess remains with the organization and is transferred to the unrestricted fund at year's end.

- Furniture and Equipment Fund is used for recording the cost of furniture and equipment and accumulated depreciation.

Internal controls such as personnel policies, personnel files, and time sheet maintenance are maintained in accordance with OMB Circular A-122.

Organizational functions and duties are structured to maintain a check-and-balance system by segregating responsibilities such as approving financial transactions, entering transactions, keeping control records, and inventories. All checks over $5,000 require two signatures. The only authorized signatures are those of the Executive Director, the HUD Housing Counseling Director and the Board President.

Contributions are recorded when cash is received and are considered to be available for unrestricted use unless specifically restricted by the donor.

Contract Revenue is recorded as revenue when the conditions of the contract are fulfilled, and the related costs have been incurred.

In compliance with federal regulations, Project Sentinel submits an annual financial audit. The fiscal year 2023-2024 audit was conducted by Armanino, and finalized with no findings.

(2) Organizational Capacity

Organizational stability adds value to any service. Project Sentinel has over 30 years of experience in dispute resolution with a strong track record in working with local and regional governments.

Project Sentinel actively collaborates with courts, city departments, local businesses and other social service organizations to reach their client/member base. Currently Project Sentinel provides tenant/landlord counseling and dispute resolution services for Palo Alto, Los Altos, Sunnyvale, Cupertino, Milpitas, Santa Clara, Gilroy, Richmond, Merced and Unincorporated Areas of Santa Clara County as well as Fremont, Redwood City, City of San Jose, San Mateo County, and Stanislaus County. Project Sentinel administers mandatory mediation services or petition processes for local Rent Dispute Resolution and Rent Stabilization Programs in Campbell, Mountain View, Palo Alto, Hayward, and Los Gatos.

Agency's ability to incorporate the operation into existing workload:

- ***Demonstrated ability to administer a complex Rental Dispute Ordinance***. Project Sentinel has a proven track record of servicing the Los Gatos ordinance which involves administrative complexity. The agency has a record of fast response to telephone inquiries and timely processing of cases through completion, with success rates resolving over 70% of filed petitions.

- ***Ability to provide both housing information and dispute resolution services.*** Because of the technical nature of housing disputes, Project Sentinel has developed a two-step approach in assisting the community by (1) offering timely and technically accurate information, and (2) providing dispute resolution services with a team of trained, experienced staff and volunteer mediators, and professional, paid mediators and arbitrators.

- ***Personalized service***. Although some programs offer information through voicemail menu, all clients of Project Sentinel talk directly with a case manager and receive individualized answers to their questions. We believe that personal contact is particularly important to people who are involved in disputes that affect their homes, and that our housing counselors can help to diffuse tension and escalated emotions so that people can focus on solving their problems. Project Sentinel maintains a phone line dedicated to servicing Los Gatos residents. That phone line is attended to by the agency's Director of Dispute Resolution and/or an experienced case manager.

- ***Rapid response capabilities***. Project Sentinel provides immediate services without requiring burdensome paperwork. We have a stated goal of answering most initial calls immediately and, if necessary, returning messages within 24 hours or less. We have the ability to arrange mediations within a short time frame. All mediations are scheduled at the convenience of disputing parties. The panels of mediators and arbitrators used by the agency are composed of experienced dispute resolution specialists.

- ***Housing industry support***. Even if the Los Gatos Rent Dispute Resolution Program calls for mandatory mediation participation, it is still essential that all parties involved are willing to participate in the process. Because more than 85% of requests for assistance come from tenants, it is particularly important to ensure the willing participation of property owners in the process. Project Sentinel has established a solid working relationship with Tri-County Apartment Owners Association to deal with difficult landlords who are reluctant to participate in dispute resolution. Furthermore, Tri-County employees have directly solicited interpretations of the Los Gatos ordinance from Project Sentinel and have thanked the agency for its willingness to provide prompt and accurate responses.

- ***Process and Compliance Evaluatio***n. Project Sentinel strives for continuous quality improvement. The program maintains an extensive database on all cases, including demographics, types of disputes and their outcomes. Client surveys reveal a compliance rate over 90% with conciliated and mediated agreements and that over 90% of program participants would use the services again, if needed.

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 06/17/2025
ITEM NO: 19

DATE: June 3, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: Authorize the Town Manager to Enter into a Five-Year Agreement for Cablecasting and Livestreaming Services with KCAT-TV, a Non-Profit Access Television Station

RECOMMENDATION:

Authorize the Town Manager to enter into a five-year agreement for cablecasting and livestreaming services with KCAT-TV, a non-profit access television station, for a minimum of $63,000 annually, in substantially the form presented.

FISCAL IMPACT:

The fiscal impact is anticipated to be a minimum of $63,000 annually for cablecasting and livestreaming services over the course of a five-year period. This amount may increase based on additional meetings held in excess of 60 meetings per year. Sufficient anticipated funds are available in the Town budget. KCAT will continue to receive 100% of PEG funding from the Town on a quarterly basis, provided the Town retains a PEG funds balance of $50,000 in an equipment reserve account. These funds will be made available, as approved by the Town, for major maintenance, replacement, or upgrading of the cablecast and related technology resources in the Town Council chambers. When funds in the equipment reserve account are spent, it will be replenished by the Town depositing 10% of the PEG funding received until the $50,000 is reached.

STRATEGIC PRIORITIES:

This agreement supports the Town's core goal of Civic Engagement and supports public access to Town Council, Planning Commission, and Pension and OPEB Trusts Oversight Committee meetings.

PREPARED BY: Holly Young
Senior Management Analyst

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

BACKGROUND:

Since 2003, the Town has had an agreement with KCAT to provide cablecasting of Town meetings, including the recording and broadcasting of Town Council and Planning Commission meetings on local television channel 15. In 2010, the Town Council approved a five-year agreement to continue the cablecasting services and distribution of public, education, and government (PEG) funding. In 2015, the Town Council approved a five-year agreement to continue the public access funding and cablecasting services. In 2019, the Town Council approved a first amendment to that agreement to add livestreaming services, including streaming the live video feed to a Town-branded YouTube page, on-call engineering services to support technical issues, YouTube channel organization and management, and providing an mpg4 file to Town staff the day after the meeting occurs. In 2020, the Town Council approved the existing five-year agreement to continue cablecasting and livestreaming services at a flat annual rate, eliminating previous variable overtime charges. That existing agreement expires June 30, 2025, and is included as Attachment 1 for reference.

DISCUSSION:

In early 2025, Town staff and KCAT representatives began working together collaboratively to negotiate a new five-year agreement for the cablecasting and livestreaming of Town Brown Act meetings, including Council, Planning Commission, and Pension and OPEB Trusts Oversight Committee meetings. A draft agreement was reached and is available as Attachment 2 to this report.

Pursuant to the negotiated terms, beginning in Fiscal Year (FY) 2025-26 through FY 2030-31, KCAT will broadcast 60 regular Town Brown Act meetings per year on local television channel 15 and livestream on the Town-branded YouTube channel for an annual fee of $63,000, or $5,250 per month. This price includes cablecasting, livestreaming, and all related set-up, uploading/transferring, and data storage. Additional meetings will be charged at a flat fee of $1,000 per meeting. Other minor changes to the terms from the current agreement include the creation of an Equipment Inventory List and Replacement Plan for all equipment and a requirement for KCAT to submit a signed affidavit confirming that all PEG Funds received from the Town were used in compliance with all applicable regulations.

CONCLUSION:

KCAT's ability to provide cablecasting on local television and livestreaming on YouTube of Town Council, Planning Commission, and Pension and OPEB Trusts Oversight Committee meetings is important to allow the public access to view these meetings live, as well as to access archived meetings. Staff recommends the Town Council authorize the Town Manager to enter into a five-year agreement for cablecasting and livestreaming services with KCAT.

COORDINATION:

This report has been prepared in coordination with Information Technology, the Clerk's Office, the Town Attorney, and the Town Manager's Office.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:
1. Current Agreement for Services with KCAT
2. Draft Five-Year Agreement for Services with KCAT

AGREEMENT FOR PUBLIC ACCESS FUNDING, CABLECASTING, AND LIVESTREAMING SERVICES

THIS AGREEMENT is made and entered into on September 1, 2020 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and KCAT-TV ("KCAT"), whose address is 20 High School Court, Los Gatos, CA 95030. This Agreement is made with reference to the following facts.

I. RECITALS

1.1 KCAT is a non-profit public access television station that serves the community of Los Gatos and Monte Sereno. KCAT can be viewed via Comcast Channel 15 by roughly 10,000 cable households in Los Gatos and Monte Sereno.

1.2 The Town has always supported public access television within its jurisdictional limits and seeks, in this Agreement to provide a more stable funding source to support public, educational, and governmental cablecasting.

1.3 The Agreement will serve as a contract with the Town to pay for KCAT services rendered to cablecast and livestream Town Brown Act meetings.

1.4 The parties to this Agreement replace and supersede all previous agreements between the parties related to public access television.

II. REPRESENTATIONS AND WARRANTIES OF KCAT

2.1 KCAT Status. KCAT shall be an independent contractor and not an agent or employee of the Town. KCAT shall be duly organized, validly existing and in good standing under the laws of the State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

2.2 KCAT Authorization. KCAT has the authority to enter into and perform its obligations under this Agreement. The Board of Directors and KCAT (or the shareholders, if necessary) have taken all actions required by law, its articles of incorporation, its bylaws, or otherwise to authorize the execution of this Agreement. The persons signing this Agreement on behalf of KCAT have the authority to do so.

2.3 Equal Employment Opportunity. KCAT warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal opportunity employment. KCAT shall not 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.

2.4 Compliance with Laws and Regulations. KCAT shall comply with all existing and future Town, County, State, and Federal Laws, including all environmental laws.

2.5 Permits and Licenses. KCAT shall procure and maintain in force and effect all necessary governmental permits and licenses and give all notices necessary to the due and lawful performance of the work contemplated herein. KCAT shall pay the currently approved amount for an annual business license to operate in the Town as delineated in the Town code.

III. TERM OF AGREEMENT

3.1 Term of Agreement. The effective date of this Agreement shall be September 1, 2020. The term of this agreement shall be for a period of five years, commencing on September 1, 2020 and expiring at midnight on June 30, 2025. The Town shall, at its sole discretion, extend this Agreement on a year to year basis depending on the Town budget appropriations for these services. The terms and conditions of this Agreement, including compensation, shall be applicable during said extension unless the parties mutually agree on any changes.

IV. SCOPE OF AGREEMENT

4.1 Scope of Agreement. The Agreement granted to KCAT shall be for the video production of sixty (60) Regular Town Brown Act meetings per year. Production includes cablecast and live streaming services from the Town Council Chambers of, at a minimum:

- Town Council meetings, generally scheduled on the first and third Tuesday of each month,
- Planning Commission meetings, generally scheduled on the second and fourth Wednesdays of each month, and
- Pension and OPEB Trusts Oversight Committee meetings as scheduled.

Additional meetings may include special meetings, study sessions, and regular or continued meetings. The Town Manager or their designee shall have the authority to designate a Special Town Brown Act meeting or any other Committee/Board meeting in place of a regular Town Brown Act meeting.

4.2 Administration of Agreement. The Town Manager, and/or their designee, shall administer this Agreement and supervise KCAT compliance with the Agreement terms and conditions.

4.3 Ownership of Video Recorded Town Brown Act Meetings. All Town Brown Act meetings video recorded and live streamed by KCAT pursuant to this Agreement shall be property of the Town.

V. DIRECT SERVICES

5.1 General. The video production work to be done by KCAT pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required, except as provided elsewhere in this Agreement. KCAT shall, at all times during the term of this Agreement, provide quality, efficient, technical and professional service to the reasonable satisfaction of Town and shall perform all work required under this Agreement.

5.2 Video Production Schedules. Town shall provide a list of all anticipated regular Town Brown Act meetings, including the dates, times and locations for each meeting. KCAT shall establish schedules for video production of meetings, including set up and take down, and shall notify the Town of said schedules.

5.3 Operations and Equipment. KCAT shall be responsible for the management and operation of the video production services provided pursuant to this Agreement, including but not limited to training and meeting-to-meeting supervision of operations. KCAT will provide appropriate technical staff, temporary operators, and an in-chamber assistant trained in the specific aspects of meeting coverage and use of the audio and video systems. Technical staff, temporary operators, and the in-chamber assistant will demonstrate proficiency with all relevant broadcasting equipment.

KCAT will arrange for two (2) alternates to act as temporary operators, if KCAT cannot provide agreed upon services due to illness, emergency, or other reasonable circumstances. The two (2) alternates shall be mutually agreed upon by the KCAT and the Town. Alternates shall be both technically trained and competent to operate the Town's video production equipment. In KCAT's presence, alternates shall work a minimum of one (1) Council Meeting per year, not to exceed six (6) hours per year, per alternate, as training on the Town's video production equipment.

The Town shall provide all equipment necessary at Council Chambers to record Brown Act meetings under this Agreement. KCAT will provide technical consultation for the repair, modification, and upgrade of the Town-owned video production equipment. KCAT shall provide all routine maintenance, repair, and replacement of all cablecasting equipment at the level necessary to permit the equipment to achieve its useful life. This maintenance does not include maintenance of the external cable link between Town Hall and KCAT. Said equipment shall be operated in a safe manner consistent with reasonable industry standards. KCAT will provide initial system checks, 60 (sixty) minutes prior to scheduled meetings to ensure that the video and sound production equipment is performing per specifications.

KCAT shall not use Town video broadcasting equipment for any other purpose other than this Agreement, unless written consent is given by the Town. Cablecasting and

broadcasting equipment shall be operated at all times by the technical and temporary staff covered in this Agreement.

KCAT will provide gavel to gavel meeting coverage and is responsible for securing the video production equipment room after cablecasting, tape duplication, or other activities.

5.4 Livestreaming. KCAT's livestreaming services include streaming the live video to the Town of Los Gatos branded YouTube page during the meeting, archiving the meeting recordings on the YouTube channel for viewing later, on-call engineering services to support technical issues, YouTube channel organization and management, and providing an mpg4 file to Town staff the day after the meeting occurs.

VI. OTHER SERVICES

6.1 Playback. KCAT will air previously recorded meetings covered by this agreement on its Community Access Channel (Channel 15/ KCAT) based on its program/schedule availability.

6.2 Special Events. KCAT will work cooperatively with Town staff regarding the live cablecast of any additional special events at a mutually agreed upon price, date, and time.

6.3 Liaison with Town. KCAT shall maintain an on-going liaison with the Town regarding all video production and insertion point activities, and any matters relating to the performance of this Agreement, including complaints.

6.4 Records. KCAT shall maintain a general ledger and detailed books of account showing the receipt and expenditure of all funds received from Town for not less than five (5) years following completion of the work, the receipt of funds and the expenditure of funds under this Agreement. KCAT shall make these records available to authorized personnel of the Town at KCAT's offices during business hours upon written request of the Town.

If an audit conducted by the Town demonstrates inappropriate expenditures of public funds by KCAT, including PEG funds, KCAT shall reimburse said expenditures and restore the funding as may be required. If any audit by Town discloses a discrepancy in allowed expenditures of more than five percent (5%) in any one year, KCAT shall reimburse Town for the cost of the audit, including any staff time contributed to the securing or management of the audit and/or the required follow-up actions.

KCAT shall maintain detailed records and books of account showing the receipt of and expenditure of all PEG Funding and Grant Funding received from Town. KCAT acknowledges that PEG funding is strictly limited to certain expenditures for capital costs, equipment, and facilities.

On or before March 1st of each year, beginning with March 1, 2021, KCAT shall submit a written report and analysis of all funds received from Town in the prior calendar year and a listing of expenditures made with said funds or from the accumulation or interest/investment earnings on said funds. The report shall be submitted to the Town Manager.

6.5 Adjustments to Level of Video Production Services. The Town has the right to request additional video production services. Compensation for any additional video production service shall be pursuant to Article 7.1. Similarly, the Town has the right to reduce video production services in the event of budgetary reductions. Any reduction in compensation paid by TOWN would be negotiated and agreed upon by both parties.

VII. KCAT'S COMPENSATION

7.1 Compensation. The Town shall compensate KCAT in the amount of **$60,000 per year** or $5,000 per month for sixty (60) regular Town Brown Act meetings. This price includes $48,000 for annual cablecasting services and $12,000 for annual live streaming services. This price includes set-up, testing, meeting time, transfer time, upload time, data storage fees, television programming, and site management. No overtime will be applicable. The Town Manager shall have the authority to designate a Special Town Brown Act meeting in place of a Regular Town Brown Act meeting.

The Town shall compensate KCAT for meetings exceeding the regular 60 Town Brown Act meetings or Special Meetings designated by the Town Manager at **$1,000 per meeting**. This price includes $800 for cablecasting services and $200 for livestreaming services. Any such meeting above 60 shall be approved in writing by the Town Manager.

The Town will provide written notice to KCAT for additional meetings or cancellations as far in advance as is possible under the circumstances. The Town shall compensate KCAT a $235 flat fee for the cancelation of any meeting other than the 60 meetings.

KCAT will provide to the Town at no cost, two (2) recordings of all meetings covered by this Agreement on broadcast quality DVD. Recordings of meetings shall be given to the Town for its records. Any additional recording requests by the Town shall be paid a $20 per DVD duplication for meetings under two hours and $30 per DVD for meetings over three hours.

At the Town's written request, KCAT will transfer any specified archived meeting recordings (years 2015 – 2018) to the Town-branded YouTube channel for a fee of $20 per meeting transfer/upload.

The base compensation amount shall be adjusted annually each year beginning July 1, 2021, and will be determined by multiplying the percentage change in the Consumer Price Index for the San Francisco Bay Area, California, USA, as determined by the United States Department of Labor. Any CPI adjustment will be annually calculated on each April 1 to

take effect July 1. The index used shall be the index for the most recent full twelve-month period for which the index is available. Any CPI adjustment can be a decrease as well as an increase based on the above-mentioned index used, not to exceed +/- 3% per year.

7.2 Public Access Funding. Town agrees to pay forward to KCAT any PEG funds within fifteen (15) days of receipt by Town. Said funds are to be used for public access television services in Town, provided the expenditure of PEG funds so received shall be made in strict compliance with the law relative to PEG funding, as it may be amended from time to time.

Notwithstanding the obligation to pay forward PEG funds to KCAT, Town shall at all times retain a PEG funds balance received by Town in the amount of $50,000 and said funds shall be placed in an equipment reserve account. These funds will be made available, as approved by the Town, for major maintenance, replacement or upgrading of the cablecast and related technology resources in the Town Council chambers. When money in the equipment reserve account is spent, it will be replenished by the Town depositing 10% of the PEG funding received until the $50,000 is reached.

7.3 Invoices. KCAT shall submit to the Town by the 15th of each month an invoice for the services provided during the previous month. Said invoice shall indicate at a minimum the work performed during the month and the monthly fee. Recorded meetings for the month invoiced shall be submitted to the Town prior to payment of the invoice. All invoices and statements to the Town shall be addressed as follows (email is the preferable method of delivery):

Invoices:
By email to: AP@losgatosca.gov or
Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655

7.4 Payments. The Town shall pay monthly within twenty (20) days after receipt of a complete and accurate invoice and submission of the required number of recorded copies for Town meetings.

The Town reserves the right to withhold payment either wholly or partially if said electronically recorded audio/visual meeting content is not provided or if KCAT fails to provide on a consistent basis sufficient qualified personnel for video production activities.

VIII. INDEMNIFICATION, INSURANCE AND BOND

8.1 Indemnification. KCAT shall indemnify and hold harmless the Town and its officers, officials, employees and volunteers from and against all claims, damages, losses and

expenses including attorney's fees and litigation expenses arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of KCAT or anyone directly or indirectly employed by KCAT, except where caused by the active negligence, sole negligence, or willful misconduct of the Town. KCAT's duty to indemnify and defend shall survive the expiration or earlier termination of the Agreement.

8.2 Insurance. Town requirements and such other insurance as required by law and to protect against loss from liability imposed by law for damages on account of bodily injury and property damage. The insurance shall name on the policy, as additional insured, the Town of Los Gatos, its officers, employees and agents. Insurance coverage with a minimum combined single limit in an amount established by the Town Attorney which must be maintained for the duration of this Agreement and the insurance company must provide the Town with thirty (30) days' written notice of cancellation of the policy. Coverage provisions, including limits, shall otherwise be in accordance with Town policy.

Lack of insurance does not negate the KCAT's obligation under this Agreement. KCAT agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, KCAT shall look solely to its insurance for recovery, except where caused by the active negligence, sole negligence, or willful misconduct of the Town. KCAT hereby grants to the Town, on behalf of any insurer providing insurance to either KCAT or Town with respect to the services of KCAT herein, a waiver of any right to subrogation which any such insurer of said KCAT may acquire against the Town by virtue of the payment of any loss under such insurance.

Insurance shall be secured and approved by the Town Attorney prior to commencement of work according to this Agreement.

Maintenance of proper insurance coverage is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage and/or renewal may be treated by the Town as a material breach of Agreement. KCAT shall forward the Town specifications and forms to KCAT for compliance.

IX. DEFAULTS AND REMEDIES

9.1 Events of Default. All provisions of this Agreement to be performed by KCAT are considered material. Each of the following shall constitute an event of default.

A. **Fraud or Deceit**. If KCAT practices, or attempts to practice, any fraud or deceit upon the Town.

B. **Insolvency or Bankruptcy**. If KCAT shall at any time during the term of this Agreement become insolvent, or if proceedings in bankruptcy shall be instituted by or against KCAT, or if KCAT shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of KCAT shall be appointed in any suit or proceeding brought by or against KCAT, or if KCAT shall

make an assignment for the benefit of creditors, then and in each and every such case, TOWN may at its sole discretion immediately terminate this Agreement upon written notice to KCAT and without the necessity of suit or other proceeding and avail itself of any of the various remedies set forth in Article 9.10 herein below or any other remedies provided by law. KCAT shall provide written notice to Town in a timely manner in the event KCAT files for bankruptcy or takes any other action as protection from creditors during the term of this Agreement.

C. **Failure to Maintain Coverage**. If KCAT fails to provide or maintain in full force and effect the insurance or performance surety requirements pursuant to Article 8.

D. **Failure to Perform**. If KCAT ceases to provide video production services as required under this Agreement for a period of two (2) meetings, for any reason within the control of KCAT.

E. **Failure to Provide Recorded Meetings/Records**. If KCAT fails to provide the required number of copies for each Town meeting recorded under this agreement and/or refuses to provide the Town with required information and/or records in a timely manner as provided for in the Agreement.

F. **Acts or Omissions**. Any other act or omission by KCAT which violates the terms, conditions, or requirements of this Agreement as it may be amended from time to time, or any order, directive, rule, or regulation issued thereunder and which is not corrected or remedied within the time set in the written notice of violation or, if KCAT cannot reasonably correct or remedy the breach within the time set forth in such notice, if KCAT should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.

G. **False or Misleading Statements**. Any representation or disclosure made to the Town by KCAT in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proved to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.

9.2 Breach and Termination. All terms and conditions of this Agreement are material and binding, and failure by KCAT to perform any portion of the work described herein or any related covenants or agreements shall be considered a breach of this Agreement. In the event this Agreement is breached in any manner, Town may at its sole option terminate this Agreement no less than twenty (20) days after written notice is given to KCAT setting forth the breach and KCAT fails, neglects, or refuses to remedy said breach. KCAT shall thereafter have no further rights, powers, or privileges against Town under or arising out of this Agreement. In the event a breach does not result in termination, but does result in costs being incurred by Town, said costs shall be deducted from any amounts due or to become due to KCAT.

In addition to all other remedies and damages provided by law in the event of a breach of this Agreement, Town may, at its sole discretion, assess the actual damage caused by the

breach as the remedy and obtain said remedy through set-off against KCAT's invoice or by any other appropriate procedure, including but not limited to wholly or partially withholding payment of any amounts billed to Town by KCAT. Town may also provide, directly or through a contract, the services required under this Agreement and deduct actual costs to Town from any amounts due or to become due to KCAT, including but not limited to start-up costs, labor, material, and equipment. The provisions of this Article shall not be exclusive, but shall be cumulative and in addition to any other remedies provided herein or pursuant to law.

In the event Town terminates this Agreement as provided herein, KCAT shall meet all terms and conditions of this Agreement through the effective date of said termination. In the event there is a transition to a different KCAT, KCAT shall cooperate with Town and any successor KCAT the Town may select to provide the services required herein. In the event KCAT fails to comply with the conditions of this paragraph, Town may withhold any compensation due KCAT until KCAT complies.

X. GENERAL PROVISIONS

10.1 Relationship of Parties. KCAT shall be an independent contractor and not an agent or employee of TOWN. KCAT shall not represent that KCAT is an agent or employee of Town. KCAT shall not give any person any reason to believe KCAT is an agent or employee of Town. No act of KCAT shall bind or obligate Town.

KCAT assumes full and sole responsibility for the payment of all compensation and all other expenses related to KCAT's personnel, including but not limited to state and federal income taxes, Social Security contributions, workers compensation, and disability and unemployment insurance contributions. KCAT shall be responsible for the payment of all required state and federal taxes. KCAT agrees Town shall not be requested or obligated to withhold from payments to KCAT Social Security contributions or state and federal income taxes.

KCAT and KCAT's employees shall not be entitled to any employment benefits provided by the Town to Town employees. In the event KCAT provides similar benefits to KCAT's employees, KCAT shall be fully responsible for purchasing said benefits separately and independently of the relationship established between Town and KCAT under this Agreement.

10.2 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

10.3 No Self Dealing. Due in-part to the public funding provided in this Agreement, no KCAT Board Member may be financially interested in any contract, expenditure, purchase, or grant made by KCAT. KCAT employees are likewise excluded from any financial interest in

any contract, expenditure, purchase, or grant by or from KCAT. For the purpose of this section, financial interest shall be determined pursuant to Government Code 1090, *et. seq.*

10.4 Project Manager. The Project Manager for KCAT for the work under this Agreement shall be Melissa Toren, KCAT-TV Executive Director, or an appropriate KCAT-TV Board designee. Town shall designate a Town staff member to serve as a liaison to the Board and who will serve as an ex-officio board member. The ex-officio board member shall be entitled to, but not required to attend all meetings of the Board and be permitted to participate in all discussions, but not vote. The ex-officio member shall receive advance written notice of all meetings of the board.

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

10.6 Transition to Next Contractor. If the transition of services to another Contractor occurs through expiration of term, default and termination, or otherwise, KCAT will cooperate with TOWN and subsequent Contractor(s) to assist in an orderly transition.

10.7 Reservation of Rights. It is hereby expressly agreed by and between the parties hereto that Town shall have, and there is hereby reserved unto Town and to its officers and officials, all rights, powers, and privileges which might be expressly set out in this Agreement in favor of Town and its officers. The express mention of certain rights, powers, and privileges in favor of Town is not intended to and shall not be deemed or construed to exclude any other right, power, or privilege in favor of Town that might be expressly reserved herein.

10.8 Non-Waiver. No acquiescence, failure, or neglect of either party to insist upon strict performance of any or all of the provisions of this Agreement shall be construed to constitute a waiver of any term, condition, or provision of this Agreement nor of any performance required hereunder, nor of any remedy, damages, or other liability arising as a result of any failure of performance, neglect, or inability to perform at any time.

10.9 Severability. If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.10 Survival. Upon the expiration or termination of this Agreement, each party shall be released from all obligations and liabilities to the other occurring or arising after the date of such expiration or termination, except that any expiration or termination of this Agreement shall not relieve KCAT of KCAT's obligations under Articles 8.1, nor shall any such expiration or termination relieve KCAT from any liability arising from any breach of this Agreement.

10.11 Waiver of Performance. The parties to this Agreement shall be excused from performance hereunder during the time and to the extent that they are prevented from performing their respective responsibilities by an act of God, fire, strike, lockout, or commandeering of materials, products, plants, or facilities by the state or federal government, when satisfactory evidence therefore is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10.12 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.

10.13 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.

10.14 Entire Agreement and Notice. This Agreement, together with the Exhibits attached hereto and incorporated herein by reference, contains the full, complete, and entire agreement between the parties and replaces and supersedes all previous agreements, understandings, and arrangements between the parties with respect to the subject matter hereto. This Agreement may not be modified except by written agreement expressly authorized by TOWN and as mutually agreed by the parties. All notices hereunder and communications with respect to this Agreement shall be in writing and shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, and postage prepaid as follows:

To Town:
Town of Los Gatos
Town Manager
110 E. Main Street
Los Gatos, CA 95030

To KCAT:
KCAT-TV Station Manager
20 High School Court
Los Gatos, CA 95030

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

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

Town of Los Gatos by:

DocuSigned by:
Laurel Prevetti
853FEEA2EB39470...
Laurel Prevetti, Town Manager

KCAT, by:

DocuSigned by:
Melissa Toren
4CA8B462111D4D6...

Melissa Toren Executive Director
Printed Name and Title

Approved as to Form:

DocuSigned by:
Robert W. Schultz
2FE0938555B744C...
Robert Schultz, Town Attorney

Attest:

DocuSigned by:
Shelley Neis
B9066F65B1F34F6...
Shelley Neis, MMC, CPMC
Town Clerk

DocuSign Envelope ID: 76D1CBB9-AC64-4CD9-8BDB-8F161EE3C15F

FIRST AMENDMENT TO AGREEMENT

This FIRST AMENDMENT TO AGREEMENT is dated for identification this 23 day of April, 2021 and amends that certain Agreement for Public Access Funding, Cablecasting, and Livestreaming Services dated September 1, 2020, made by and between the Town of Los Gatos ("Town"), and KCAT-TV, a non-profit public access television station ("KCAT").

RECITALS

A. Town and KCAT entered into an Agreement for Public Access Funding, Cablecasting, and Livestreaming Services on September 1, 2020 ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.

FIRST AMENDMENT

1. Agreement 20.143 for Public Access Funding and Cablecasting Services is amended to include the following:

   At the Town's written request, KCAT will transfer any specified archived meeting recordings to the Town-branded YouTube channel for a fee of $20 per meeting transfer/upload.

   KCAT will transfer 177 additional Town Council and Planning Commission meetings from previous fiscal years 2011/12 through 2014/15 for a total cost of $3,540 to be completed during fiscal year(s) 2020/21 and/or 2021/22.

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

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

Town of Los Gatos, by:

DocuSigned by:
Laurel Prevetti 5/3/2021
853FEEA2ED39470
Laurel Prevetti, Town Manager

Approved as to Form:

DocuSigned by:
Robert W. Schultz 5/3/2021
2FE0988555B744C
Robert Schultz, Town Attorney

Attest:

DocuSigned by:
Shelley Neis 5/3/2021
B9666E03B1E34E6
Shelley Neis, MMC, CPMC
Town Clerk

KCAT-TV., by:

DocuSigned by:
Melissa Toren 4/23/2021
4GA8B462111B4D6
Melissa Toren, Station Manager

AGREEMENT FOR PUBLIC ACCESS FUNDING, CABLECASTING, AND LIVESTREAMING SERVICES

THIS AGREEMENT is made and entered into on July 1, 2025, by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Los Gatos Public Media, inc., a California Nonprofit Corporation that operates KCAT-TV ("KCAT"), whose address is 20 High School Court, Los Gatos, CA 95030. This Agreement is made with reference to the following facts.

I. RECITALS

1.1 KCAT is a non-profit public access television station that serves the community of Los Gatos and Monte Sereno. KCAT can be viewed via Comcast Channel 15 by roughly 10,000 cable households in Los Gatos and Monte Sereno.

1.2 The Town has always supported public access television within its jurisdictional limits and seeks, in this Agreement to provide a more stable funding source to support public, educational, and governmental cablecasting.

1.3 The Agreement will serve as a contract with the Town to pay for KCAT services rendered to cablecast and livestream Town Brown Act meetings.

1.4 The parties to this Agreement replace and supersede all previous agreements between the parties related to public access television.

II. REPRESENTATIONS AND WARRANTIES OF KCAT

2.1 KCAT Status. KCAT shall be an independent contractor and not an agent or employee of the Town. KCAT shall be duly organized, validly existing and in good standing under the laws of the State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

2.2 KCAT Authorization. KCAT has the authority to enter into and perform its obligations under this Agreement. The Board of Directors and KCAT (or the shareholders, if necessary) have taken all actions required by law, its articles of incorporation, its bylaws, or otherwise to authorize the execution of this Agreement. The persons signing this Agreement on behalf of KCAT have the authority to do so.

2.3 Equal Employment Opportunity. KCAT warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal opportunity employment. KCAT shall not 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.

2.4 Compliance with Laws and Regulations. KCAT shall comply with all existing and future Town, County, State, and Federal Laws, including all environmental laws.

2.5 Permits and Licenses. KCAT shall procure and maintain in force and effect all necessary governmental permits and licenses and give all notices necessary to the due and lawful performance of the work contemplated herein. KCAT shall pay the currently approved amount for an annual business license to operate in the Town as delineated in the Town code.

III. TERM OF AGREEMENT

3.1 Term of Agreement. The effective date of this Agreement shall be July 1, 2025. The term of this agreement shall be for a period of five years, commencing on July 1, 2025 and expiring at midnight on June 30, 2030.

IV. SCOPE OF AGREEMENT

4.1 Scope of Agreement. The Agreement granted to KCAT shall be for the video production of sixty (60) Regular Town Brown Act meetings per year. Production includes cablecast and live streaming services from the Town Council Chambers of, at a minimum:

- Town Council meetings, generally scheduled on the first and third Tuesday of each month,
- Planning Commission meetings, generally scheduled on the second and fourth Wednesdays of each month, and
- Pension and OPEB Trusts Oversight Committee meetings as scheduled.

Additional meetings may include special meetings, study sessions, and regular or continued meetings. The Town Manager or their designee shall have the authority to designate a Special Town Brown Act meeting or any other Committee/Board meeting in place of a regular Town Brown Act meeting.

4.2 Administration of Agreement. The Town Manager, and/or their designee, shall administer this Agreement and supervise KCAT compliance with the Agreement terms and conditions.

4.3 Ownership of Video Recorded Town Brown Act Meetings, Town-branded YouTube Channel, and Council Chambers Equipment. All Town Brown Act meetings video recorded and live streamed by KCAT pursuant to this Agreement shall be property of the Town.

The Town-branded YouTube channel referenced in this Agreement shall be property of the Town. Town staff shall be provided access and shall maintain access to the Town-branded YouTube channel in perpetuity.

All equipment located in the Council Chambers/lobby used to video record, cablecast, and livestream Town meetings pursuant to this Agreement shall remain on Town property for the Town's public broadcasting use.

V. DIRECT SERVICES

5.1 General. The video production work to be done by KCAT pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required, except as provided elsewhere in this Agreement. KCAT shall, at all times during the term of this Agreement, provide quality, efficient, technical and professional service to the reasonable satisfaction of Town and shall perform all work required under this Agreement.

5.2 Video Production Schedules. Town shall provide a list of all anticipated regular Town Brown Act meetings, including the dates, times and locations for each meeting. KCAT shall establish schedules for video production of meetings, including set up and take down, and shall notify the Town of said schedules.

5.3 Operations and Equipment. KCAT shall be responsible for the management and operation of the video production services provided pursuant to this Agreement, including but not limited to training and meeting-to-meeting supervision of operations. KCAT will provide appropriate technical staff, temporary operators, and an in-chamber assistant trained in the specific aspects of meeting coverage and use of the audio and video systems. Technical staff, temporary operators, and the in-chamber assistant will demonstrate proficiency with all relevant broadcasting equipment.

KCAT will arrange for two (2) alternates to act as temporary operators, if KCAT cannot provide agreed upon services due to illness, emergency, or other reasonable circumstances. The two (2) alternates shall be mutually agreed upon by the KCAT and the Town. Alternates shall be both technically trained and competent to operate the Town's video production equipment. In KCAT's presence, alternates shall work a minimum of one (1) Council Meeting per year, not to exceed six (6) hours per year, per alternate, as training on the Town's video production equipment.

As additional backup, KCAT will provide both in-person training and written standard operating procedures to Town staff regarding how to use all relevant equipment.

The Town shall provide all equipment necessary at Council Chambers to record Brown Act meetings under this Agreement. KCAT will provide technical consultation for the repair, modification, and upgrade of the Town-owned video production equipment. KCAT shall provide all routine maintenance, repair, and replacement of all cablecasting equipment at the level necessary to permit the equipment to achieve its useful life. This maintenance does not include maintenance of the external cable link between Town Hall and KCAT. Said equipment shall be operated in a safe manner consistent with reasonable industry

standards. KCAT will provide initial system checks, 60 (sixty) minutes prior to scheduled meetings to ensure that the video and sound production equipment is performing per specifications.

KCAT and Town staff will work together to maintain an Equipment Inventory List and Maintenance and Replacement Plan for all equipment on the list. KCAT and Town staff will work together to update the Equipment Inventory List and Maintenance and Replacement Plan on an annual basis by March 1 of every year.

KCAT and Town staff will work together to determine which new and/or replacement equipment to purchase. All purchases of equipment covered in this Agreement made by KCAT must be approved in writing by the Town prior to the purchase being made. In the event an emergency purchase is needed, KCAT may proceed with the purchase and seek approval from the Town after the fact. Purchases under $50 are exempt from requiring Town approval.

KCAT shall not use the Town's video broadcasting equipment for any other purpose other than this Agreement, unless written consent is given by the Town. Cablecasting and broadcasting equipment shall be operated at all times by the technical and temporary staff covered in this Agreement.

KCAT will provide gavel to gavel meeting coverage and is responsible for securing the video production equipment room after cablecasting, tape duplication, or other activities.

5.4 Livestreaming. KCAT's livestreaming services include streaming the live video to the Town of Los Gatos branded YouTube page and video conferencing platform during the meeting, archiving the meeting recordings on the YouTube channel for viewing later, on-call engineering services to support technical issues, YouTube channel organization and management, and providing an mpg4 file to Town staff the day after the meeting occurs.

VI. OTHER SERVICES

6.1 Playback. KCAT will air previously recorded meetings covered by this agreement on its Community Access Channel (Channel 15/ KCAT) based on its program/schedule availability.

6.2 Special Events. KCAT will work cooperatively with Town staff regarding the live cablecast of any additional special events at a mutually agreed upon price, date, and time.

6.3 Liaison with Town. KCAT shall maintain an on-going liaison with the Town regarding all video production and insertion point activities, and any matters relating to the performance of this Agreement, including complaints.

6.4 Records. KCAT shall maintain a general ledger and detailed books of account showing the receipt and expenditure of all funds received from Town for not less than five (5) years following completion of the work, the receipt of funds and the expenditure of funds under this Agreement. KCAT shall make these records available to authorized personnel of the Town, an independent auditor, or other authorized party at KCAT's offices during business hours upon written request.

If an audit conducted by the Town demonstrates inappropriate expenditures of public funds by KCAT, including PEG funds, KCAT shall reimburse said expenditures and restore the funding as may be required. If any audit by Town discloses a discrepancy in allowed expenditures of more than five percent (5%) in any one year, KCAT shall reimburse Town for the cost of the audit, including any staff time contributed to the securing or management of the audit and/or the required follow-up actions.

KCAT shall maintain detailed records and books of account showing the receipt of and expenditure of all PEG Funding and Grant Funding received from Town. KCAT acknowledges that PEG funding is strictly limited to certain expenditures for capital costs, equipment, and facilities.

On or before March 1st of each year, beginning with March 1, 2026, KCAT shall submit to the Town the signed affidavit in **Exhibit A** to this Agreement confirming that all Public, Educational, and Governmental (PEG) Funds received from the Town were used in compliance with all applicable laws and regulations as they may be amended from time to time.

6.5 Adjustments to Level of Video Production Services. The Town has the right to request additional video production services. Compensation for any additional video production service shall be pursuant to Article 7.1. Similarly, the Town has the right to reduce video production services in the event of budgetary reductions. Any reduction in compensation paid by the Town would be negotiated and agreed upon by both parties.

VII. KCAT'S COMPENSATION

7.1 Compensation. The Town shall compensate KCAT in the amount of **$63,000 per year** or $5,250 per month for sixty (60) regular Town Brown Act meetings. This price includes cablecasting services and live streaming services. This price includes set-up, testing, meeting time, transfer time, upload time, data storage fees, television programming, and site management. No overtime will be applicable. The Town Manager, or their designee, shall have the authority to designate a Special Town Brown Act meeting in place of a Regular Town Brown Act meeting.

The Town shall compensate KCAT for meetings exceeding the regular 60 Town Brown Act meetings or Special Meetings designated by the Town Manager at **$1,000 per meeting**. This price includes $800 for cablecasting services and $200 for livestreaming services. Any

such meeting above 60 shall be approved in writing by the Town Manager or their designee.

The Town will provide written notice to KCAT for additional meetings or cancellations as far in advance as is possible under the circumstances. The Town shall compensate KCAT a $235 flat fee for the cancelation of any meeting other than the 60 meetings.

KCAT will provide to the Town at no cost, a copy of each recording of all meetings covered by this Agreement in a format approved by the Town. Recordings of meetings shall be provided to the Town for its records.

At the Town's written request, KCAT will transfer any specified archived meeting recordings to the Town-branded YouTube channel for a fee of $20 per meeting transfer/upload.

7.2 Public, Educational, and Governmental (PEG) Funds. Town agrees to pay forward to KCAT any PEG funds within fifteen (15) days of receipt by Town. Said funds are to be used for public access television services in Town, provided the expenditure of PEG funds so received shall be made in strict compliance with the law relative to PEG funding, as it may be amended from time to time. Notwithstanding the obligation to pay forward PEG funds to KCAT, the Town shall at all times retain a PEG funds balance received by Town in the amount of $50,000 and said funds shall be placed in an equipment reserve account. These funds will be made available, as approved by the Town, for major maintenance, replacement or upgrading of the cablecast and related technology resources in the Town Council chambers. When money in the equipment reserve account is spent, it will be replenished by the Town depositing 10% of the PEG funding received until the $50,000 is reached.

Notwithstanding the obligation to pay forward PEG funds to KCAT, if additional funding related to equipment is required on an urgent or emergency basis, the Town will retain sufficient PEG funds to cover the purchase(s).

7.3 Invoices. KCAT shall submit to the Town by the 15th of each month an invoice for the services provided during the previous month. Said invoice shall indicate at a minimum the work performed during the month and the monthly fee. Recorded meetings for the month invoiced shall be submitted to the Town prior to payment of the invoice. All invoices and statements to the Town shall be addressed as follows (email is the preferable method of delivery):

Invoices:
By email to: AP@losgatosca.gov or
Attn: Accounts Payable
P.O. Box 655

Town of Los Gatos

Los Gatos, CA 95031-0655

7.4 Payments. The Town shall pay monthly within twenty (20) days after receipt of a complete and accurate invoice and submission of the recorded copies for Town meetings. An invoice will not be considered complete if services on the invoice have not yet been rendered.

The Town reserves the right to withhold payment either wholly or partially if said electronically recorded audio/visual meeting content is not provided or if KCAT fails to provide on a consistent basis sufficient qualified personnel for video production activities.

VIII. INDEMNIFICATION AND INSURANCE

8.1 Indemnification. KCAT shall indemnify the Town its elected and appointed officials, 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 any act or omissions of KCAT, or any of KCAT's officers, employees, or agents or any subconsultant. KCAT shall defend the Town against any such claims.

8.2 Minimum Scope of Insurance.

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

iv. KCAT 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 KCAT 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 KCAT; products and completed operations of KCAT, premises owned or used by the KCAT. This requirement does not apply to the professional liability insurance required for professional errors and omissions.

ii. KCAT'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 KCAT'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. KCAT'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.

8.3 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.

8.4 Workers' Compensation. In addition to these policies, KCAT 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, KCAT shall ensure that all subcontractors employed by KCAT provide the required Workers' Compensation insurance for their respective employees.

IX. DEFAULTS AND REMEDIES

9.1 Events of Default. All provisions of this Agreement to be performed by KCAT are considered material. Each of the following shall constitute an event of default.

A. **Fraud or Deceit**. If KCAT practices, or attempts to practice, any fraud or deceit upon the Town.

B. **Insolvency or Bankruptcy**. If KCAT shall at any time during the term of this Agreement become insolvent, or if proceedings in bankruptcy shall be instituted by or against KCAT, or if KCAT shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of KCAT shall be

appointed in any suit or proceeding brought by or against KCAT, or if KCAT shall make an assignment for the benefit of creditors, then and in each and every such case, TOWN may at its sole discretion immediately terminate this Agreement upon written notice to KCAT and without the necessity of suit or other proceeding and avail itself of any of the various remedies set forth in Article 9.10 herein below or any other remedies provided by law. KCAT shall provide written notice to Town in a timely manner in the event KCAT files for bankruptcy or takes any other action as protection from creditors during the term of this Agreement.

C. **Failure to Maintain Coverage**. If KCAT fails to provide or maintain in full force and effect the insurance or performance surety requirements pursuant to Article 8.

D. **Failure to Perform**. If KCAT ceases to provide video production services as required under this Agreement for a period of two (2) meetings, for any reason within the control of KCAT.

E. **Failure to Provide Recorded Meetings/Records/Access/Training**. If KCAT fails to provide the required number of copies for each Town meeting recorded under this agreement and/or refuses to provide the Town with required information and/or refuses to provide ongoing access to the Town-branded YouTube channel and/or refuses to provide both in-person training and written standard operating procedures for all relevant equipment as provided for in the Agreement.

F. **Acts or Omissions**. Any other act or omission by KCAT which violates the terms, conditions, or requirements of this Agreement as it may be amended from time to time, or any order, directive, rule, or regulation issued thereunder and which is not corrected or remedied within the time set in the written notice of violation or, if KCAT cannot reasonably correct or remedy the breach within the time set forth in such notice, if KCAT should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.

G. **False or Misleading Statements**. Any representation or disclosure made to the Town by KCAT in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proved to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.

9.2 Breach and Termination. All terms and conditions of this Agreement are material and binding, and failure by KCAT to perform any portion of the work described herein or any related covenants or agreements shall be considered a breach of this Agreement. In the event this Agreement is breached in any manner, Town may at its sole option terminate this Agreement no less than twenty (20) days after written notice is given to KCAT setting forth the breach and KCAT fails, neglects, or refuses to remedy said breach. KCAT shall thereafter have no further rights, powers, or privileges against Town under or arising out of this Agreement. In the event a breach does not result in termination, but does result in costs being incurred by Town, said costs shall be deducted from any amounts due or to become due to KCAT.

In addition to all other remedies and damages provided by law in the event of a breach of this Agreement, Town may, at its sole discretion, assess the actual damage caused by the breach as the remedy and obtain said remedy through set-off against KCAT's invoice or by any other appropriate procedure, including but not limited to wholly or partially withholding payment of any amounts billed to Town by KCAT. Town may also provide, directly or through a contract, the services required under this Agreement and deduct actual costs to Town from any amounts due or to become due to KCAT, including but not limited to start-up costs, labor, material, and equipment. The provisions of this Article shall not be exclusive but shall be cumulative and in addition to any other remedies provided herein or pursuant to law.

9.3 Early Termination. The Town may terminate this agreement at any time upon six months written notice to KCAT.

9.4 Obligations Upon Termination. In the event Town terminates this Agreement as provided herein, KCAT shall meet all terms and conditions of this Agreement through the effective date of said termination. In the event there is a transition to a different cablecasting or livestreaming Contractor or to Town staff, KCAT shall cooperate with Town staff and/or any successor Contractor the Town may select to provide the services required herein. In the event KCAT fails to comply with the conditions of this paragraph, Town may withhold any compensation due KCAT until KCAT complies.

X. GENERAL PROVISIONS

10.1 Relationship of Parties. KCAT shall be an independent contractor and not an agent or employee of the Town. KCAT shall not represent that KCAT is an agent or employee of Town. KCAT shall not give any person any reason to believe KCAT is an agent or employee of Town. No act of KCAT shall bind or obligate Town.

KCAT assumes full and sole responsibility for the payment of all compensation and all other expenses related to KCAT's personnel, including but not limited to State and Federal income taxes, Social Security contributions, workers compensation, and disability and unemployment insurance contributions. KCAT shall be responsible for the payment of all required State and Federal taxes. KCAT agrees Town shall not be requested or obligated to withhold from payments to KCAT Social Security contributions or State and Federal income taxes.

KCAT and KCAT's employees shall not be entitled to any employment benefits provided by the Town to Town employees. In the event KCAT provides similar benefits to KCAT's employees, KCAT shall be fully responsible for purchasing said benefits separately and independently of the relationship established between Town and KCAT under this Agreement.

10.2 No Self Dealing. Due in-part to the public funding provided in this Agreement, no KCAT Board Member may be financially interested in any contract, expenditure, purchase, or grant made by KCAT. KCAT employees are likewise excluded from any financial interest in any contract, expenditure, purchase, or grant by or from KCAT. For the purpose of this section, financial interest shall be determined pursuant to Government Code 1090, *et. seq.*

10.3 Project Manager. The Project Manager for KCAT for the work under this Agreement shall be Melissa Toren, KCAT-TV Executive Director, or an appropriate KCAT-TV Board designee. Town shall designate a Town staff member to serve as a liaison to the Board and who will serve as an ex-officio board member. The ex-officio board member shall be entitled to, but not required to attend all meetings of the Board and be permitted to participate in all discussions, but not vote. The ex-officio member shall receive advance written notice of all meetings of the board.

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

10.5 Transition to Next Contractor and/or Town staff. If the transition of services to another Contractor and/or Town staff occurs through expiration of term, default and termination, or otherwise, KCAT will cooperate with the Town and any subsequent Contractor(s) and/or Town staff to assist in an orderly transition.

10.6 Reservation of Rights. It is hereby expressly agreed by and between the parties hereto that Town shall have, and there is hereby reserved unto Town and to its officers and officials, all rights, powers, and privileges which might be expressly set out in this Agreement in favor of Town and its officers. The express mention of certain rights, powers, and privileges in favor of Town is not intended to and shall not be deemed or construed to exclude any other right, power, or privilege in favor of Town that might be expressly reserved herein.

10.7 Non-Waiver. No acquiescence, failure, or neglect of either party to insist upon strict performance of any or all of the provisions of this Agreement shall be construed to constitute a waiver of any term, condition, or provision of this Agreement nor of any performance required hereunder, nor of any remedy, damages, or other liability arising as a result of any failure of performance, neglect, or inability to perform at any time.

10.8 Severability. If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.9 Survival. Upon the expiration or termination of this Agreement, each party shall be released from all obligations and liabilities to the other occurring or arising after the date

of such expiration or termination, except that any expiration or termination of this Agreement shall not relieve KCAT of KCAT's obligations under Articles 8.1 and 4.3, nor shall any such expiration or termination relieve KCAT from any liability arising from any breach of this Agreement.

10.10 Waiver of Performance. The parties to this Agreement shall be excused from performance hereunder during the time and to the extent that they are prevented from performing their respective responsibilities by an act of God, fire, strike, lockout, or commandeering of materials, products, plants, or facilities by the state or federal government, when satisfactory evidence therefore is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10.11 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.

10.12 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.

10.13 Entire Agreement and Notice. This Agreement, together with the Exhibits attached hereto and incorporated herein by reference, contains the full, complete, and entire agreement between the parties and replaces and supersedes all previous agreements, understandings, and arrangements between the parties with respect to the subject matter hereto. This Agreement may not be modified except by written agreement expressly authorized by the Town and as mutually agreed by the parties. All notices hereunder and communications with respect to this Agreement shall be in writing and shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, and postage prepaid as follows:

To Town:
Town of Los Gatos
Town Manager
110 E. Main Street
Los Gatos, CA 95030

To KCAT:
KCAT-TV Station Manager
20 High School Court
Los Gatos, CA 95030

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

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

Town of Los Gatos by:

Chris Constantin, Town Manager

KCAT, by:

Printed Name and Title

Approved as to Form:

Gabrielle Whelan, Town Attorney

Attest:

Wendy Wood, CMC, Town Clerk

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 06/17/2025
ITEM NO: 20

DATE: June 6, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: Authorize the Town Manager to Negotiate and Execute a First Amendment to the Adult Recreation Center Lease and a Third Amendment to the Youth Recreation Center Lease with Los Gatos Saratoga Recreation

RECOMMENDATION:

Authorize the Town Manager to negotiate and execute a First Amendment to the Adult Recreation Center (208 East Main Street) Lease and a Third Amendment to the Youth Recreation Center (123 East Main Street) Lease with Los Gatos Saratoga Recreation (LGSR), in substantially the form presented.

FISCAL IMPACT:

Under the current lease arrangement, LGSR pays the Town approximately $250,000 annually to rent the Adult Recreation Center (ARC). When considering market price rent along with other factors, this represents approximately a $290,000 annual subsidy from the Town. The ARC lease amendment includes $100,000 in reduced rent annually for the next three years unless the fiscal situation of LGSR improves to reduce the need. This would result in potentially a total of $300,000 in reduced lease revenue that the Town would receive. While reducing rent results in lower revenue, staff believe it is important to ensure the continuity of the services provided at the Adult Recreation Center, including the 55+ Program which aligns with the Town's priority of meeting the needs of older adults. Staff will be working with LGSR to right-size the 55+ Program so that it is more fiscally sustainable and once this occurs, the reduced rent will cease and the lease will revert to full rent.

STRATEGIC PRIORITIES:

These lease amendments support the Town's core goal of Civic Engagement and the strategic priority to engage community service providers to meet the needs of older adults.

PREPARED BY: Katy Nomura
Assistant Town Manager

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

BACKGROUND:

In 2004, the Town entered into an agreement to lease the Youth Recreation Center (YRC) (123 East Main Street) to LGSR to provide educational and recreational services to Los Gatos area residents. Under the current lease arrangement, LGSR pays the Town approximately $30,000 annually for the YRC. In 2007, the lease was extended through June 2010. In 2010, the lease was extended through December 2011 and reverted to a month-to-month lease after 2011.

In 2009, the Town entered into an agreement to lease the Adult Recreation Center (ARC) (208 Main Street) to LGSR to provide additional educational and recreational services to the community, including senior services. Under the current lease arrangement, LGSR pays the Town approximately $250,000 annually for the ARC. This lease is set to expire in December 2029 with options to extend for two additional periods of five years each.

In 2024, LGSR requested the opportunity to renegotiate the ARC and YRC leases, expressing that the 55+ program for seniors at the ARC was operating at a loss and a reduction in rent was necessary for them to remain fiscally viable.

DISCUSSION:

Town staff and LGSR have worked collaboratively to negotiate amendments to both the ARC and YRC leases. The key provisions of those amendments are summarized below:

- ARC
    - Reduce rent by $100,000 a year for three years starting in fiscal year (FY) 2025-26, until such a time that the 55+ program has been rightsized or LGSR's finances have improved to reduce this need.
    - LGSR and the Town will work together to revise the list of senior programs outlined in the existing lease and come to an agreement, recognizing that LGSR is the subject matter expert.
- YRC
    - Extend the agreement for three years with quarterly payments instead of month-to-month.

When revising the list of senior programs to right-size the 55+ program, Town staff will seek the input of the CHSSC for Council's consideration.

CONCLUSION:

Supporting LGSR's fiscal viability is important in order for them to continue providing educational and recreational services, including senior services, to the community. If LGSR were no longer able to sustain these services, the community would lose a valuable resource. For

these reasons, staff recommends that the Town Council authorize the Town Manager to negotiate and execute these lease amendments.

COORDINATION:

This report has been prepared in coordination with LGSR, the Town Attorney, and the Town Manager's Office.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:
1. Draft First Amendment to the Adult Recreation Center Lease Agreement with Exhibit A
2. Draft Third Amendment to the Youth Recreation Center Lease Agreement with Exhibits A, B, and C

FIRST AMENDMENT TO LEASE AGREEMENT FOR THE ADULT RECREATION CENTER BY AND BETWEEN THE TOWN OF LOS GATOS AND LOS GATOS-SARATOGA COMMUNITY EDUCATION AND RECREATION

This AMENDMENT TO AGREEMENT is dated for identification this 1st day of July, 2025 and amends that certain Lease Agreement for the Adult Recreation Center between the Town of Los Gatos and Los Gatos-Saratoga Community Education and Recreation dated January 1, 2010, made by and between the Town of Los Gatos, ("Town,") and Los Gatos-Saratoga Community Education and Recreation, a Joint Powers Authority ("Tenant").

RECITALS

A. The Town and Tenant entered into a Lease Agreement for the property located at 208 East Main Street, Los Gatos (Adult Recreation Center) effective January 1, 2010, and extending through December 31, 2029 ("ARC Lease Agreement"), a copy of which is attached hereto and incorporated by reference as **Exhibit A** to this Amendment.

B. The Town and Tenant entered into a separate Lease Agreement and three subsequent Amendments for the property located at 123 East Main Street, Los Gatos (Youth Recreation Center) effective October 1, 2004 and extending through December 31, 2029 ("YRC Lease Agreement").

C. Now, therefore, the parties hereto agree as follows:

AMENDMENT

1. A new Section 3.6, "Temporary Lease Abatement," is added to the ARC Lease Agreement to read as follows: "The Town will provide Tenant a $100,000 annual lease abatement (calculated by subtracting $100,000 from the annual rent, dividing by four, and invoicing quarterly for the remaining amount) either each year for the next three Fiscal Years (FY) as follows: (FY1) July 1, 2025 – June 30, 2026, (FY2) July 1, 2026 – June 30, 2027, and (FY3) July 1, 2027 – June 30, 2028, OR until Tenant's senior services programming becomes financially sustainable as determined by the Town Manager or their designee, OR until the Tenant's finances have improved to reduce this need as determined by the Town Manager or their designee, whichever occurs first.

   The Town and LGS Rec will meet on an annual basis in March of each year to review LGS Rec's finances including financial statements and revenues/expenses related to senior services and other LGS Rec programs.

2. **Exhibit F** to the ARC Lease Agreement, "Senior Services Scope of Work," will be revised with mutual coordination between the Town and Tenant to be more financially stable and sustainable in the long term as determined by the Town Manager and the Executive Director. The Town and Tenant will need to come to a mutual agreement regarding the revisions, recognizing Tenant as the subject matter expert.

3. The first sentence of Section 3.3 of the ARC Lease Agreement is amended to read as follows: "Rent is due and payable on the first day of each and every quarter (January 1, April 1, July 1, and October 1) in accordance with procedures set forth in Section 3.4." The remainder of Section 3.3 remains in full force and effect except as expressly modified herein.

4. The second sentence of Section 3.4 of the ARC Lease Agreement is removed.

5. A new Section 11.3, "YRC Lease Agreement,"is added to the ARC Lease Agreement to read as follows: "In the event that the ARC Lease Agreement is terminated or modified, the Town shall have the right to unilaterally terminate or modify the YRC Lease Agreement. "

6. All other terms, covenants, and conditions of the original ARC Lease Agreement remain in full force and effect except as expressly modified herein.

IN WITNESS WHEREOF, TOWN OF LOS GATOS and LOS GATOS-SARATOGA COMMUNITY EDUCATION AND RECREATION have executed this FIRST LEASE AMENDMENT.

TOWN OF LOS GATOS

_____

Chris Constantin, Town Manager

LOS GATOS-SARATOGA COMMUNITY EDUCATION AND RECREATION

_____

_____

Printed Name and Title

APPROVED AS TO FORM:

_____

Gabrielle Whelan, Town Attorney

EXHIBIT A

CLERK DEPARTMENT
AGR 09.2
IHH 09.316 7/10
ORD
REC
RESO

ITEM NO. 20.

LEASE AGREEMENT
BETWEEN
TOWN OF LOS GATOS
AND
LOS GATOS-SARATOGA COMMUNITY EDUCATION AND RECREATION

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LEASE AGREEMENT
BETWEEN
TOWN OF LOS GATOS
AND
LOS GATOS-SARATOGA COMMUNITY EDUCATION AND RECREATION

This lease agreement (herein "Lease") is made and entered into this _____ day of _____, 20__, by and between the Town of Los Gatos, a California municipal corporation (herein "Town") and Los Gatos-Saratoga Community Recreation and Education, a California joint powers agency (herein "Lessee"). Town and Lessee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Lease." The Town Manager serves as Contract Administrator for this Lease on behalf of the Town Council.

In consideration of these recitals and the following covenants, terms, and conditions, Lessee and Town mutually agree as follows:

LEASE PROVISIONS

1. PREMISES.

Town hereby leases to Lessee, certain real property located in the Town of Los Gatos, County of Santa Clara, State of California, commonly known as 208 East Main Street (herein the "Premises") and more particularly described in Exhibit A attached hereto and incorporated herein by reference. The Premises consists of approximately twelve thousand (12,000) square feet of meeting rooms and office space, except for the Inventory of Fixtures set forth in Exhibit B attached hereto and incorporated herein by reference. Unless specifically provided, Lessee accepts the Premises "as-is" on the date of execution of this Lease. Town represents that the Premises, but without regard to the use to which Lessee will put them, will be in compliance with all applicable governmental laws, rules and regulations on the Delivery Date (as defined below). If it is determined that the foregoing representation is not true, then Town, at its expense, shall take such actions as are necessary to cause the Premises to be in compliance with such governmental laws, rules and regulations.

2. TERM.

2.1 Original Term. Unless extended or sooner terminated, the term of this Lease shall be for twenty (20) years, commencing on January 1, 2010 ("Delivery Date") and ending on December 31, 2029. Lessee shall, at the expiration of the term of this Lease, or upon its earlier termination, surrender the Premises in as good condition as it is now at the date of this lease, reasonable wear and tear and damage by age and the elements excepted.

2.2 Option to Extend. Provided Lessee is not in default hereunder, either at the time of exercise or at the time the extended term commences, Lessee shall have the option to extend the initial term of this Lease for two (2) additional periods of five (5) years ("Option Period")

with the same terms, covenants and conditions provided herein, except that upon such renewal the Base Rent due hereunder shall be adjusted pursuant to Paragraph 3.2. Lessee's option shall be automatically exercised without prior notice unless one of the parties objects to either extension in writing no less than sixty (60) days prior to the expiration of the then current term, in which event this Lease shall terminate at the expiration of the then current term.

2.3 Early Termination by Town. If Town in its sole discretion determines that it requires the Premises for any public purpose, Town may terminate this Lease upon one hundred eighty (180) days written notice. In the event of an emergency, Town may terminate this Lease upon five (5) days written notice. "Emergency," for the purposes of this paragraph, is defined as when the Town Council declares a State of Emergency. Upon termination of this Lease in the event of an emergency, Town and Lessee will work cooperatively to develop a written plan for transition of services and vacation of Premises by Lessee.

2.4 Early Termination by the Parties. Either Party may choose to terminate this Lease upon one hundred eighty (180) days written notice to the other Party.

3. RENT.

3.1 Base Rent. The rent to be paid by Lessee shall be calculated via multiplication of approximate size of Premises, twelve thousand (12,000) square feet, by a percentage of the fair market rent for the Premises (the "FMR"). The initial FMR shall be two dollars and fifty cents ($2.50) per square foot. The initial rent to be paid by Lessee shall be seven thousand five hundred dollars ($7,500) per month without reduction or offset (except as otherwise provided in this Lease), calculated using twenty-five percent (25%) of FMR. The FMR shall be updated no less than once every five (5) years using an appraisal methodology satisfactory to the Parties. In addition, the FMR shall be adjusted annually based on the State of California Department of Industrial Relations, Division of Labor Statistics and Research's Consumer Price Index, All Urban Consumers, All Items, San Francisco-Oakland-San Jose, California. The index for the quarter ending just prior to this lease date is established as the base index. Percentage and adjustments to the original lease payments shall be as indicated by percentage changes in said index.

3.2 Annual Increase. During the Term of this Lease, including the Option Periods if the options are exercised, the Base Rent shall be increased effective on each anniversary of the Delivery Date as follows: Commencing on the first anniversary of the Delivery Date, the Base Rent shall increase then and on each anniversary of the Delivery Date thereafter by five (5) percent of the FMR until the fourth anniversary of the Delivery Date when the Base Rent shall have increased to forty-five (45) percent of the FMR.

3.3 Payment Date/Late Charge. Rent shall be payable in accordance with the procedures set forth in Section 3.4 on the first day of each and every month commencing on the Delivery Date. Lessee acknowledges late payment of rent will cause Town to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and

impracticable to fix. Such costs include, without limitation, processing, accounting and late charges that may be imposed on Town. Therefore, if Town does not receive any installment of rent due from Lessee within ten (10) days after the date such rent is due, Lessee shall pay to Town an additional sum of five percent (5%) of the overdue rent as a late charge. The parties agree this late charge represents a fair and reasonable estimate of the costs Town will incur by reason of late payment by Lessee. Acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Town from exercising any of the other rights and remedies available to Town.

3.4 Rent Payment Procedures. Lessee's obligation to pay rent shall commence upon the Delivery Date of this Lease. If the Delivery Date occurs on a date other than the first of any month, monthly rent for the first and last month of this Lease shall be prorated based on a 30-day month. Rent payments shall be delivered to Town Finance Department, 110 E. Main Street, P.O. Box 655, Los Gatos, CA 95030. The designated place of payment may be changed at any time by Town upon ten (10) days' written notice to Lessee. Lessee specifically agrees that acceptance of any late or incorrect rentals submitted by Lessee shall not constitute an acquiescence or waiver by Town and shall not prevent Town from enforcing Section 3.3 (Late Charge) or any other remedy provided in this Lease. Acceptance of rent shall not constitute approval of any unauthorized sublease or use, nor constitute a waiver of any non-monetary breach. Payments shall be effective upon receipt. Town may apply any payment received from Lessee at any time against any obligation due and owing by Lessee under this Lease, regardless of any statement appearing on or referred to in any remittance from Lessee or any prior application of such payments.

3.5 Partial Payment. The receipt by Town of a partial payment of any amount due to Town endorsed as payment in full will be deemed to be a partial payment only. Town may accept and deposit said check without prejudice to its right to recover the balance. Any endorsements or statements on the check or any letter accompanying the check shall not be deemed an accord and/or satisfaction. Lessee's obligation (without prior notice or demands) to pay rent and all other amounts due hereunder shall be absolute and unconditional, and not subject to any abatement, set off, defense, recoupment or reduction.

4. USE OF PREMISES.

4.1 Required Uses. Throughout the term of this Lease, Lessee shall provide the following uses, services and activities ("Required Uses"):

4.1.1 Services for senior citizens as listed in Exhibit F attached hereto.

4.1.2 Uses consistent with Lessee's business purposes.

4.1.3 Until December 31, 2013, Sublease one thousand two hundred and sixty-two (1,262) square feet of office space, including Room Nos. 203, 204, 205, 208, 211 and 212, to Town, rent to be determined as follows: The rent to be paid by Town (the "Sublease Rent") shall be calculated via multiplication of approximate size of the

subleased property, one thousand two hundred and sixty-two (1,262) square feet, by a percentage of the fair market rent for the subleased property (the "SUBFMR"). The initial SUBFMR shall be two dollars and fifty cents ($2.50) per square foot. The initial rent to be paid by Town shall be seven hundred eighty-nine dollars ($789) per month without reduction or offset, calculated using twenty-five percent (25%) of FMR. The SUBFMR shall be updated no less than once every five (5) years using an appraisal methodology satisfactory to the Parties. In addition, the SUBFMR shall be adjusted annually based on the State of California Department of Industrial Relations, Division of Labor Statistics and Research's Consumer Price Index, All Urban Consumers, All Items, San Francisco-Oakland-San Jose, California. The index for the quarter ending just prior to this lease date is established as the base index. Percentage and adjustments to the original lease payments shall be as indicated by percentage changes in said index. During the Term of this Lease, including the Option Periods if the options are exercised, the Sublease Rent shall be increased effective on each anniversary of the Delivery Date as follows: Commencing on the first anniversary of the Delivery Date, the Sublease Rent shall increase then and on each anniversary of the Delivery Date thereafter by five (5) percent of the SUBFMR until the fourth anniversary of the Delivery Date when the Base Rent shall have increased to forty-five (45) percent of the SUBFMR.

4.1.4 Rent meeting rooms for public use consistent with current Los Gatos Neighborhood Center Polices and Practices, Exhibit D attached hereto and incorporated herein by reference. Lessee shall adopt Town's current fee schedule for public use of the Neighborhood Center, Exhibit E attached hereto and incorporated herein by reference, which may be evaluated and modified by Lessee after the first anniversary date of the Delivery Date.

4.1.5 Rent meeting rooms to the Alcoholics Anonymous and Narcotics Anonymous organizations for fifteen hundred (1,500) hours per year at the rate charged those organizations for the rentals of the same meeting rooms as of the Delivery Date until December 31, 2013, after which (commencing on January 1, 2014), the number of hours per year may be reduced to one thousand (1,000) hours per year. Lessee may limit the availability of rooms for this use Monday through Friday, excluding holidays, during the hours of 8 a.m. to 5 p.m. The rate charged for both organizations for rentals of meeting rooms may be adjusted by Lessee on or after January 1, 2011.

4.1.6 Until December 31, 2013, based on availability as determined in Lessee's sole judgment, allow Town free use of meeting rooms for Town business for no more than seven hundred (700) hours per year, which amount shall be no more than five hundred (500) hours per year commencing on January 1, 2014. Town shall also have free use of the large hall/meeting room on the north end of the first floor of the Premises for training purposes, based on availability as determined in Lessee's sole judgment, and as needed in the event of an emergency. In all cases and at all times Town use of the facility, except in the event of an emergency as defined in this paragraph, shall be subordinate to Lessee's use consistent with Lessee's business

purposes. "Emergency," for the purposes of this paragraph, is defined as when the Town Council declares a State of Emergency. Town shall remove all EOC equipment from the large hall/meeting room by no later than June 30, 2010.

4.1.7 An annual report to the Town Council on the status of Lessee's operations as related to this Lease.

4.2 Prohibited Uses. Lessee shall not use Premises for any purpose not expressly permitted hereunder. Lessee shall not create, cause, maintain or permit any nuisance or waste in, on, or about the Premises, or permit or allow the Premises to be used for any unlawful or immoral purpose. Lessee shall not do or permit to be done anything in any manner which unreasonably disturbs the occupants of neighboring property. Specifically, and without limiting the above, Lessee agrees not to cause any unreasonable odor, noise, vibration, power emission, or other item to emanate from the Premises. No materials or articles of any nature shall be stored outside upon any portion of the Premises. Lessee will not use Premises in a manner that increases the risk of fire, cost of fire insurance or improvements thereon. No unreasonable sign or placard shall be painted, inscribed or placed in or on said Premises; and no tree or shrub thereon shall be destroyed or removed or other waste committed of said Premises. No bicycles, motorcycles, automobiles or other mechanical means of transportation shall be placed or stored anywhere on the Premises except for the garage or driveway. No repair, overhaul or modification of any motor vehicle shall take place on the Premises or the street in front of said Premises.

4.3 Condition, Use of Premises. Except as otherwise expressly stated in this Lease, Town makes no warranty or representation of any kind concerning the condition of the Premises, or the fitness of the Premises for the use intended by Lessee, and hereby disclaims any personal knowledge with respect thereto, it being expressly understood by the parties that Lessee has personally inspected the Premises, knows its condition, finds it fit for Lessee's intended use, accepts it as is, and has ascertained that it can be used exclusively for the limited purposes specified in Section 5.1.

5. HAZARDOUS MATERIALS.

5.1 Hazardous Materials Defined. The term "Hazardous Material(s)" shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant, or infectious or radioactive material, including but not limited to, those substances, materials, or wastes regulated now or in the future under any of the following statutes or regulations and any and all of those substances included within the definitions of "hazardous substances," "hazardous waste," "hazardous chemical substance or mixture," "imminently hazardous chemical substance or mixture," "toxic substances," "hazardous air pollutant," "toxic pollutant" or "solid waste" in the (a) CERCLA or Superfund as amended by SARA, 42 U.S.C. Sec. 9601 et seq., (b) RCRA, 42 U.S.C. Sec. 6901 et seq., (c) CWA., 33 U.S.C. Sec. 1251 et seq., (d) CAA, 42 U.S.C. 78401 et seq., (e) TSCA, 15 U.S.C. Sec. 2601 et seq., (f) The Refuse Act of 1899, 33 U.S.C. Sec. 407, (g) OSHA, 29 U.S.C. 651 et seq. (h) Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq., (i) USDOT Table (40 CFR Part 302 and

amendments) or the EPA Table (40 CFR Part 302 and amendments), (j) California Superfund, Cal. Health & Safety Code Sec. 25300 et seq., (k) Cal. Hazardous Waste Control Act, Cal. Health & Safety Code Section 25100 et seq., (l) Porter-Cologne Act, Cal. Water Code Sec. 13000 et seq., (m) Hazardous Waste Disposal Land Use Law, Cal. Health & Safety Code Sec. 25220 et seq., (n) Proposition 65, Cal. Health and Safety Code Sec. 25249.5 et seq., (o) Hazardous Substances Underground Storage Tank Law, Cal. Health & Safety Code Sec. 25280 et seq., (p) California Hazardous Substance Act, Cal. Health & Safety Code Sec. 28740 et seq., (q) Air Resources Law, Cal. Health & Safety Code Sec. 39000 et seq., (r) Hazardous Materials Release Response Plans and Inventory, Cal. Health & Safety Code Secs. 25500-25541, (s) TCPA, Cal. Health and Safety Code Secs. 25208 et seq., and (t) regulations promulgated pursuant to said laws or any replacement thereof, or as similar terms are defined in the federal, state and local laws, statutes, regulations, orders or rules. Hazardous Materials shall also mean any and all other substances, materials, and wastes which are, or in the future become, regulated under applicable local, state or federal law for the protection of health or the environment, or which are classified as hazardous or toxic substances, materials or wastes, pollutants or contaminants, as defined, listed or regulated by any federal, state or local law, regulation or order or by common law decision, including without limitation: (i) trichloroethylene, tetracholoethylene, perchloroethylene and other chlorinated solvents; (ii) any petroleum products or fractions thereof; (iii) asbestos, (iv) polychlorinated biphenyls; (v) flammable explosives; (vi) urea formaldehyde; and, (vii) radioactive materials and waste.

5.2. Compliance with Laws. Lessee shall not cause or permit any Hazardous Material (as defined below) to be brought upon, kept or used in or about the Premises or Project by Lessee, its agents, employees, contractors or invitees; provided, that the foregoing shall not apply to, and Lessee shall be entitled to keep on the Premises, normal office products such as copier toner and limited quantities of office cleaning supplies and materials.

5.3 Termination of Lease. Town shall have the right to terminate the Lease in Town's sole and absolute discretion in the event that: (i) any anticipated use of the Premises by Lessee involves the generation or storage, use, treatment, disposal, or release of Hazardous Material in a manner or for a purpose prohibited or regulated by any governmental agency, authority, or Hazardous Materials Laws; (ii) Lessee has been required by any lender or governmental authority to take remedial action in connection with Hazardous Material contaminating the Premises, if the contamination resulted from Lessee's action or use of the Premises; or (iii) Lessee is subject to an enforcement order issued by any governmental authority in connection with the release, use, disposal, or storage of a Hazardous Material on the Premises.

5.4 Assignment and Subletting. It shall not be unreasonable for Town to withhold its consent to an assignment or subletting to a proposed assignee or sublessee if: (i) any anticipated use of the Premises by any proposed assignee or sublessee involves the generation or storage, use, treatment, disposal, or release of Hazardous Material in a manner or for any purpose; (ii) the proposed assignee or sublessees has been required by any prior landlord, lender, or governmental authority to take remedial action in connection with

Hazardous Material contaminating a property, if the contamination resulted from such party's action or use of the property in question; or, (iii) the proposed assignee or sublessee is subject to an enforcement order issued by any governmental authority in connection with the release, use, disposal or storage of a Hazardous Material.

5.5 Hazardous Materials Indemnity. Each Party (an "Indemnifying Party) shall indemnify, defend (by counsel reasonably acceptable to the Indemnified Party), protect, and hold the other Party (an "Indemnified Party) harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, and/or expenses, including without limitation, diminution in value of the Premises, damages for the loss or restriction on use of the rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact or marketing of the Premises and sums paid in settlement of claims, response costs, cleanup costs, site assessment costs, attorneys' fees, consultant and expert fees, judgments, administrative rulings or orders, fines, costs of death of or injury to any person, or damage to any property whatsoever (including, without limitation, groundwater, sewer systems, and atmosphere), arising from, caused, or resulting, either prior to or during the Lease Term, in whole or in part, directly or indirectly, by the presence or discharge in, on, under, or about the Premises by the Indemnifying Party, its agents, employees, licensees, or invitees or at the Indemnifying Party's direction, of Hazardous Material, or by the Indemnifying Party's failure to comply with any Hazardous Materials Law, whether knowingly or by strict liability. For purposes of the indemnity provided herein, any acts or omissions of an Indemnifying Party or its employees, agents, customers, sublessees (other than the Town in the case where Tenant is the Indemnifying Party), assignees, contractors, or subcontractors (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to the Indemnifying Party. Each Party's indemnification obligations shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary Hazardous Materials management plan, investigation, repairs, cleanup or detoxification or decontamination of the Premises, and the presence and implementation of any closure, remedial action or other required plans, and shall survive the expiration of or early termination of the Lease Term.

5.6 Town's Right to Perform Tests. At any time prior to the expiration of the Lease Term, Town shall have the right to enter upon the Premises in order to conduct tests of water and soil. Before exercising such right, Town shall give Lessee not less than three (3) days prior notice. Town agrees to exercise such right in a manner which is reasonably calculated to cause as little disturbance as possible to Lessee and other occupants and users of the Premises.

6. UTILITIES AND OPERATING EXPENSES.

Lessee at Lessee's sole expense shall fully and promptly pay for all expenses associated with the operation of the Premises, including but not limited to the furnishing of gas, water, sewer, electricity, telephone service, garbage pickup and disposal, other public utilities and custodial service. During the term of the subletting of space to Town as provided in Section 5.1.3, Town agrees to reimburse Lessee, within ten (10) days of written demand, a portion of the cost of the foregoing expenses, such

portion to be equal to the amount of such expenses multiplied by the percentage that the square footage of the space subleased by Town bears to the total square footage of the Premises. Town, at its sole expense, shall maintain all exterior landscaping in a good and attractive condition.

7. TAXES.

7.1 Real Property Taxes Defined. The term "real property taxes" as used herein shall mean all taxes, assessments, levies and other charges, general and special, foreseen and unforeseen, now or hereafter imposed by any governmental or quasi-governmental authority or special district having the direct or indirect power to tax or levy assessments, which are levied or assessed against or with respect to: (i) value, occupancy, use or possession of the Premises and/or the Improvements; (ii) any improvements, fixtures, equipment and other real or personal property of Lessee that are an integral part of the Premises; or, (iii) use of the Premises, Improvements public utilities or energy within the Premises. The term "real property taxes" shall also mean all charges, levies or fees imposed by reason of environmental regulation or other governmental control of the premises and/or the Improvements, new or altered excise, transaction, sales, privilege, assessment, or other taxes or charges now or hereafter imposed upon Town as a result of this Lease, and all costs and fees (including attorneys' fees) incurred by Town in contesting any real property taxes and in negotiating with public authorities as to any real property taxes affecting the Premises (but not to exceed an amount equal to the amount by which such contest or negotiation results in a reduction in real property taxes affecting the Premises). If any real property taxes are based upon property or rents unrelated to the Premises and/or the Improvements, then only that part of such tax that is fairly allocable to the Premises and/or the Improvements, as determined by Town, on the basis of the assessor's worksheets or other available information, shall be included within the meaning of the term "real property taxes."

7.2 Payment of Real Property Taxes. Lessee shall pay Lessee's share of all real property taxes (as defined in Section 8.1 above) which become due and payable to Town on or before the later of ten (10) days prior to the delinquency thereof or ten (10) days after the date on which Lessee receives a copy of the tax bill and notice of Town's determination hereunder. Lessee's liability to pay real property taxes shall be prorated on the basis of a three hundred sixty-five (365) day year to account for any fraction or portion of a tax year included in the Lease term at the commencement or expiration of the Lease.

7.3 Revenue and Taxation Code. Lessee specifically acknowledges it is familiar with section 107.6 of the California Revenue and Taxation Code. Lessee realizes that a possessory interest subject to property taxes may be created, agrees to pay any such tax, and hereby waives any rights Lessee may have under said California Revenue and Taxation Code section 107.6.

7.4 Personal Property Taxes. Except for real property taxes (the payment of which is governed by Section 8.2), Lessee shall pay before delinquent, or if requested by Town, reimburse Town for, any and all taxes, fees, and assessments associated with the Premises, the personal property contained in the premises and other taxes, fees, and assessments

regarding any activities which take place at the Premises.

8. MAINTENANCE.

8.1 Town and Lessee Responsibilities. Lessee at Lessee's expense, shall perform all interior maintenance and repairs, including all painting, necessary to keep the Premises in first-class order, repair, and condition, and shall keep the Premises in a safe, clean, wholesome, and sanitary condition in compliance with all applicable laws, throughout the term of this Lease; provided, that in complying with such laws, Lessee shall not be required to make structural repairs or replacements or repairs or replacements to building systems (e.g., plumbing, electrical, water, sewer, etc.) unless the need for such repairs or replacements is due to the negligence or willful misconduct of Lessee. In addition, Lessee shall maintain, at Lessee's expense, all equipment, furnishings and trade fixtures upon the Premises required for the maintenance and operation of first-class public services of the type to be conducted pursuant to this Lease. Town, at its expense, shall be responsible for the maintenance and repair of all structural portions of the Premises and main support systems, including, without limitation, roof, exterior wall and foundation repair, electrical system repair, HVAC, plumbing, fire sprinklers, exterior painting and all other structural repairs. Town, at its expense, shall maintain and repair the structure and the main support systems in a timely manner to enable continued operation of the facility with a minimum if any service interruption. Any event that interrupts the use by Lessee according to this Lease for a time greater than seventy-two (72) hours will result in a credit to Lessee on future rent payments based on a pro-rata allocation of the rent for that period for square footage of the space deemed unusable for Lessee business purposes.

8.2 Waiver of Civil Code. Lessee expressly waives the benefit of any statute now or hereinafter in effect, including the provisions of sections 1941 and 1942 of the Civil Code of California, which would otherwise afford Lessee the right to make repairs at Town's expense. Lessee further agrees that if and when any repairs shall be made by Lessee as required by Section 8.1, Lessee shall promptly pay for all labor done or materials furnished and shall keep the Premises free and clear of any lien or encumbrance of any kind whatsoever; provided, that Lessee may contest and such lien by appropriate proceedings and in a manner which stays the enforcement of such lien . If Lessee fails to make any repairs or perform any maintenance work for which Lessee is responsible within a reasonable time (as determined by the Town Manager in the Town Manager's sole discretion) after demand by the Town, Town shall have the right, but not the obligation, to make the repairs at Lessee's expense; within ten (10) days of receipt of a bill, Lessee shall reimburse Town for the cost of such repairs, including a fifteen percent (15%) administrative overhead fee. The making of such repairs or performance of maintenance by Town shall in no event be construed as a waiver of the duty of Lessee to make repairs or perform maintenance as provided in this Section.

8.3 Maintenance of Common Areas. Town, at its expense, shall maintain or cause to be maintained, including repair and replacement as necessary, the parking lot adjacent to the Premises.

9. TENANT IMPROVEMENTS.

9.1 Improvements Permitted. Subject to prior written approval of the Town Manager, which shall not be unreasonably withheld, Lessee be entitled to install improvements in an efficient and workmanlike manner within the Premises, at no cost to Town.

9.2 Cost of Improvements. All improvements shall be made at Lessee's sole expense, but shall be subject to reimbursement by Town should Town exercise its right of early termination. The total cost of all approved improvements made by Lessee shall be determined by agreement of the Parties, and shall be amortized on a straight line basis from the date the improvement is completed to the end of the original term of the Lease. In the event of early termination, Lessee shall be entitled to be reimbursed the remaining value of all approved tenant improvements based on the number of years remaining in the original term of the Lease.

9.3 Ownership of Improvements. All improvements constructed, erected, or installed upon the Premises must be free and clear of all liens, claims, or liability for labor or material and shall become the property of Town, at its election, upon expiration or earlier termination of this lease and upon Town's election, shall remain upon the Premises upon termination of this Lease. Title to all equipment, furniture, furnishings, and trade fixtures placed by Lessee upon the Premises shall remain in Lessee, and replacements, substitutions and modifications thereof may be made by Lessee throughout the term of this Lease. Lessee may remove such fixtures and furnishings at any time during the term of this Lease and upon termination of this Lease if Lessee is not then in default under this Lease, provided that Lessee shall repair to the satisfaction of Town any damage to the Premises and improvements caused by such removal and provided that usual and customary lighting, plumbing and heating fixtures shall remain upon the Premises upon termination of this Lease.

9.4 Indemnity for Claims Arising Out of Construction. Lessee shall defend and indemnify Town against all claims, liabilities, and losses of any type arising out of work performed on the Premises by Lessee, together with reasonable attorneys' fees and all costs and expenses reasonably incurred by Town in negotiating, settling, defending or otherwise protecting against such claims.

9.5 Certificate of Inspection. Upon completion of construction of any building, Lessee shall submit to the Town Manager a Certificate of Inspection, verifying that the construction was completed in conformance with Title 20 of the California Code of Regulations for residential construction, or in conformance with Title 24 of the California Code of Regulations for non-residential construction.

9.6 As Built Plans. Lessee shall provide the Town Manager with a complete set of reproducible "as built plans" reflecting actual construction within or upon the Premises upon completion of any: (i) new construction; (ii) structural alterations; or, (iii) non-structural alterations costing more than $25,000.

10. HOLD HARMLESS/INDEMNIFICATION.

10.1 Indemnification. To the extent permitted by law, each Party (an "Indemnifying Party") agrees to protect, defend, hold harmless and indemnify the other Party, its elected and appointed officials, commissions, officers, agents, volunteers, and employees (the "Indemnified Parties") from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom for which the Indemnified Parties shall become legally liable arising from the Indemnifying Party's negligent, reckless, or wrongful acts, errors, or omissions with respect to or in any way connected with this Lease. A Party claiming indemnity shall give the other Party immediate notice of any claim or liability hereby indemnified against. This indemnity shall be in addition to the Hazardous Materials indemnity contained in this Lease and shall survive shall survive the expiration of or early termination of the Lease Term.

10.2 Waiver of Claims. Each Party (a "Waiving Party") waives any claims against the other Party for injury to the Waiving Party's business or any loss of income therefrom, for damage to the Waiving Party's property, or for injury or death of any person in or about the Premises or the Town Property, from any cause whatsoever, except to the extent caused by the Waiving Party's negligence or willful misconduct.

11. DAMAGE, DESTRUCTION AND TERMINATION.

11.1 Restoration of Premises by Lessee.

11.1.1 Destruction Due to Risk Covered by Insurance. If, during the term, the Premises are totally or partially destroyed from a risk covered by the insurance described in Section 18 (Insurance), rendering the Premises totally or partially inaccessible or unusable, Lessee shall restore the Premises to substantially the same condition as it was in immediately before destruction, to the extent possible based on the insurance proceeds received by Lessee, it being agreed that Lessee shall not be obligated to expend more than the amount of the insurance proceeds received in restoring the Premises. All applicable insurance proceeds must be directed toward this purpose. Such destruction shall not terminate this Lease. If the laws existing at that time do not permit the restoration, either party can terminate this Lease immediately by giving notice to the other party.

A. Minor Loss. If, during the term of this Lease, the Premises are destroyed from a risk covered by the insurance described in Section 18 (Insurance), and the total amount of loss does not exceed twenty thousand dollars ($20,000), Lessee shall make the loss adjustment with the insurance company insuring the loss. The proceeds shall be paid directly to Lessee for the sole purpose of making the restoration of the Premises in accordance with this Lease.

B. Major Loss - Insurance Trustee. If, during the term of this Lease, the

Premises are destroyed from a risk covered by the insurance described in Section 18 (Insurance), and the total amount of loss exceeds the amount set forth in paragraph (A), Lessee shall make the loss adjustment with the insurance company insuring the loss and on receipt of the proceeds shall immediately pay them to an institutional lender or title company as may be jointly selected by the parties ("the Insurance Trustee").

11.1.2 Destruction Due to Risk Not Covered by Insurance. If, during the term, the Premises are totally or partially destroyed from a risk not covered by the insurance described in Section 18 (Insurance), rendering the Premises totally or partially inaccessible or unusable, Lessee shall restore the Premises to substantially the same condition as it was in immediately before destruction, to the extent possible based on the insurance proceeds received by Lessee. All applicable insurance proceeds must be directed toward this purpose whether or not the insurance proceeds are sufficient to cover the actual cost of restoration. Such destruction shall not terminate this Lease. If the laws existing at that time do not permit the restoration, either party can terminate this Lease immediately by giving notice to the other party.

If the cost of restoration exceeds ten percent (10%) of the then replacement value of the Premises totally or partially destroyed, Lessee can elect to terminate this Lease by giving notice to Town within sixty (60) days after determining the restoration cost and replacement value. If Lessee elects to terminate this Lease, Town, within thirty (30) days after receiving Lessee's notice to terminate, can elect to pay to Lessee, at the time Town notifies Lessee of its election, the difference between ten percent (10%) of the replacement value of the Premises and the actual cost of restoration, in which case Lessee shall restore the Premises. On Town's making its election to contribute, each party shall deposit immediately the amount of its contribution with such institutional lender or title company as may be jointly selected by the parties ("the Insurance Trustee"). If the Destruction does not exceed ten percent (10%) of the then replacement value of the Premises, Lessee shall immediately deposit the cost of restoration with the Insurance Trustee as provided in Exhibit (c). This Lease shall terminate if Lessee elects to terminate this Lease and Town does not elect to contribute toward the cost of restoration as provided in this section.

If the Premises are destroyed from a risk not covered by the insurance described in Section 18 (Insurance), and Lessee has the obligation to restore the Premises as provided in this section, both parties shall deposit with the Insurance Trustee their respective contributions toward the cost of restoration. All sums deposited with the Insurance Trustee shall be held for the following purposes and the Insurance Trustee shall have the following powers and duties:

The sums shall be paid in installments by the Insurance Trustee to the contractor retained by Lessee as construction progresses, for payment of the cost of Restoration. A 10% retention fund shall be established that will be paid to the contractor on completion of restoration, payment of all costs, expiration of all applicable lien

periods, and proof that the Premises are free of all mechanics' liens and lienable claims.

Payments shall be made on presentation of certificates or vouchers from the architect or engineer retained by Lessee showing the amount due. If the Insurance Trustee, in its reasonable discretion, determines that the certificates or vouchers are being improperly approved by the architect or engineer retained by Lessee, the Insurance Trustee shall have the right to appoint an architect or an engineer to supervise construction and to make payments on certificates or vouchers approved by the architect or engineer retained by the Insurance Trustee. The reasonable expenses and charges of the architect or engineer retained by the Insurance Trustee shall be paid by the insurance trustee out of the trust fund. Both parties shall promptly execute all documents and perform all acts reasonably required by the Insurance Trustee to perform its obligations under this section.

Any undisbursed funds after compliance with the provisions of this section shall be delivered to Town to the extent of Town's contribution to the fund, and the balance, if any, shall be paid to Lessee. All actual costs and charges of the Insurance Trustee shall be paid by Lessee.

If the Insurance Trustee resigns or for any reason is unwilling to act or continue to act, Town shall substitute a new trustee in the place of the designated Insurance Trustee. The new trustee must be an institutional lender or title company.

11.1.3 Procedure for Restoring Premises. When Lessee is obligated to restore the Premises within sixty (60) days Lessee at its cost shall prepare final plans, specifications, and working drawings complying with applicable Laws that will be necessary for restoration of the Premises. The plans, specifications, and working drawings must be approved by Town, which approval will not be unreasonably withheld. Town shall have thirty (30) days after receipt of the plans and specifications and working drawings to either approve or disapprove the plans, specifications, and working drawings and return them to Lessee. If Town disapproves the plans, specifications, and working drawings, Town shall notify Lessee of its objections and Town's proposed solution to each objection. Lessee acknowledges that the plans, specifications, and working drawings shall be subject to approval of the appropriate governmental bodies and that they will be prepared in such a manner as to obtain that approval.

The restoration shall be accomplished as follows:

A. Lessee shall complete the restoration within a reasonable time after final plans and specifications and working drawings have been approved by the appropriate governmental bodies, all required permits have been obtained (subject to a reasonable extension for delays resulting from causes beyond Lessee's reasonable control), and Lessee has received all insurance proceeds

payable as a result of the damage or destruction.

B. Lessee shall retain a licensed contractor that is bondable. The contractor shall be required to carry public liability and property damage insurance, standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, during the period of construction in accordance with Section 20 (Insurance). Such insurance shall contain waiver of subrogation clauses in favor of Town and Lessee in accordance with the Provisions of Exhibit B.

C. Lessee shall notify Town of the date of commencement of the restoration at least ten (10) days before commencement of the restoration to enable Town to post and record notices of nonresponsibility. The contractor retained by Lessee shall not commence construction until a completion bond and a labor and materials bond have been delivered to Town to insure completion of the construction.

D. Lessee shall accomplish the restoration in a manner that will cause the least inconvenience, annoyance, and disruption at the Premises.

E. On completion of the restoration Lessee shall immediately record a notice of completion in the county in which the Premises are located.

F. The restoration shall not be commenced until sums sufficient to cover the cost of restoration are placed with the Insurance Trustee as provided in this section.

11.2 Force Majeure. Prevention, delay or stoppage due to strikes, lockouts, labor disputes, Acts of God, inability to obtain labor, inability to obtain materials or reasonable substitutes, governmental restrictions, governmental regulation, governmental controls, judicial orders, enemy or hostile governmental actions, civil commotion, fire or other casualty, and other causes beyond the reasonable control of Lessee (financial inability excepted), shall excuse the performance by Lessee for a period equal to the prevention, delay, or stoppage, except the obligations imposed with regard to rent to be paid by Lessee pursuant to this Lease. In the event any work performed by Lessee or Lessee's contractors results in a strike, lockout, and/or labor dispute, the strike, lockout, and/or labor dispute shall not excuse the performance by Lessee of the provisions of this Lease.

12. SIGNS AND MARKETING.

12.1 Lessee shall not place, construct, maintain, or allow any signs upon the exterior of the Premises without prior written consent of the Town Manager, which consent will not be unreasonably withheld. Lessee shall include the Town logo on all signs and items marketing programs operated, conducted, sponsored, in whole or in part, by Lessee on the Premises.

12.2 Town shall include references to Lessee on signs and marketing programs prepared by or for Town in association with Lessee's operations on the Premises.

12.3 Town shall retain the right to rename the Premises, which, as of the Delivery Date, is named the "Los Gatos Senior and Adult Recreation Center."

12.4 During the term of this Lease, including any Option Periods, Town shall have a non voting seat on Lessee's governing board.

13. ASSIGNMENT AND SUBLETTING.

13.1 Town's Consent Required. Except as permitted or required by this Lease, Lessee shall not assign this Lease, nor any interest therein, and shall not sublet or encumber the Premises or any part thereof, nor any right or privilege appurtenant thereto, nor allow or permit any other person(s) to occupy or use the Premises, or any portion thereof, without the prior written consent of Town, which consent will not be unreasonably withheld. This Lease shall be binding upon any permitted assignee or successor of Lessee. Consent by Town to one assignment, subletting, occupation or use by another person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. No assignment, subletting, or encumbrance by Lessee shall release it from or in any way alter any of Lessee's obligations under this Lease. Lessee may have the Premises delivered to a subsidiary company of Lessee, but such arrangement shall in no way alter Lessee's responsibilities hereunder with respect to the Premises. Any assignment, subletting, encumbrances, occupation, or use contrary to the provisions of this Lease shall be void and shall constitute breach of this Lease. Town may assign any of its rights hereunder without notice to Lessee, but Town shall not be released from any of its duties or obligations hereunder unless and until the assignee expressly assumes such duties and obligations for the benefit of Lessee.

13.2 No Release of Lessee. No subletting or assignment as approved by Town shall release Lessee of Lessee's obligation or alter the primary liability of Lessee to pay the rent and to perform all other obligations by Lessee hereunder. The acceptance of rent by Town from any other person shall not be deemed to be a waiver by Town of any provision hereof. In the event of default by any assignee of Lessee or any successor of Lessee in the performance of any of the terms hereof, Town may proceed directly against Lessee without the necessity of exhausting remedies against said assignee.

14. DEFAULTS; REMEDIES.

14.1 Defaults. The occurrence of any one or more of the following events shall constitute a material default, or breach of this Lease, by Lessee:

14.1.1 Abandonment of the Premises by Lessee as defined by California Civil Code section 1951.3;

14.1.2 Failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as provided in this Lease, where such failure shall continue for a period of ten (10) business days after written notice thereof from Town to Lessee. In the event Town serves Lessee with a Notice to Pay Rent or Quit pursuant to applicable Unlawful Detainer statutes, such Notice to Pay Rent or Quit shall be in addition to the notice required by this subparagraph;

14.1.3 Failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease in any material respect where such failure shall continue for a period of thirty (30) days after written notice thereof from Town to Lessee; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion;

14.1.4 Making by Lessee of any general arrangement or assignment for the benefit of creditors; Lessee's becoming a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days); the appointment of a bankruptcy trustee or receiver to take possession of all or substantially all of Lessee's assets located at or on the Premises or of Lessee's interest in this Lease where possession is not restored to Lessee within thirty (30) days; or the attachment, execution or other judicial seizure of all or substantially all of Lessee's assets located at or on the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days.

14.2 Remedies. In the event of any material default or breach by Lessee, Town may at any time thereafter, following any notice required by statute, and without limiting Town in the exercise of any right or remedy which Town may have by reason of such default or breach:

14.2.1 Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises and Improvements to Town. In such event, Town shall be entitled to recover from Lessee all damages incurred by Town by reason of Lessee's default including but not limited to: the cost of recovering possession of the Premises and Improvements; expenses of reletting, including necessary renovation and alteration of the Premises and Improvements; reasonable attorneys' fees; the worth at the time of the award of the unpaid rent that had been earned at the time of termination of this Lease and the worth at the time of award of the amount by which the unpaid rent for the period of one hundred eighty (180) days after the time of such award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided.

14.2.2 Maintain Lessee's right to possession, in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Premises. In such event,

Town shall be entitled to enforce all of Town's rights and remedies under this Lease, including the right to recover rent and other payments as they become due hereunder.

14.2.3 Pursue any other remedy now or hereafter available to Town under the laws or judicial decisions of the State of California. Town shall have all remedies provided by law and equity.

14.3 No Relief from Forfeiture After Default. Lessee waives all rights of redemption or relief from forfeiture under California Code of Civil Procedure sections 1174 and 1179, and any other present or future law, in the event Lessee is evicted or Town otherwise lawfully takes possession of the Premises by reason of any default or breach of this Lease by Lessee.

14.4 Disposition of Abandoned Personal Property. If the Lessee fails to remove any personal property belonging to Lessee from the Premises after forty-five (45) days of the expiration or termination of this Lease, such property shall at the option of Town be deemed to have been transferred to Town. Town shall have the right to remove and to dispose of such property without liability to Lessee or to any person claiming under Lessee, and the Town shall have no need to account for such property.

15. INTEREST ON PAST-DUE OBLIGATIONS.

Except as expressly provided herein, any amount due Town when not paid when due shall bear interest at the lesser of ten percent (10%) per year or the maximum rate then allowable by law from the date due.

16. HOLDING OVER.

If Lessee remains in possession of the Premises or any part thereof after the expiration of the term or option term hereof, such occupancy shall be a tenancy from month to month with all the obligations of this Lease applicable to Lessee and at a monthly rental obligation of the Rent in effect at the time of expiration. Nothing contained in this Lease shall give to Lessee the right to occupy the Premises after the expiration of the term, or upon an earlier termination for breach.

17. TOWN'S ACCESS.

17.1 Access for Inspection. Town and Town's agents shall have the right to enter the Premises at reasonable times, upon not less than twenty-four (24) hours prior notice to Lessee, for the purpose of inspecting same, showing same to prospective purchasers, lenders or lessees, and making such alterations, repairs, improvements, or additions to the Premises as Town may deem necessary.

17.2 Security Measures. Town shall have the right to require a reasonable security system, device, operation, or plan be installed and implemented to protect the Premises or the Improvements. Should Town, in its sole discretion, require Lessee to install such a security system, Lessee agrees to bear the sole cost and expense of any security system, device,

operation or plan and the installation and implementation thereof. Lessee shall obtain Town's prior approval before installing, implementing or changing any Town approved security system, device, operation or plan.

17.3 New Locks. Lessee may install new locks on all exterior doors. Lessee shall advise Town of such action and shall provide Town with keys to said locks. Lessee shall also deliver to Town the old locks with keys. Upon termination, Lessee shall leave new locks that shall become the property of Town.

18. INSURANCE.

Lessee's responsibility for the Premises begins immediately upon delivery and Lessee, at its sole cost and expense, and at no cost to Town, shall purchase and maintain in full force and effect during the entire term of this Lease insurance coverage in amounts and in a form acceptable to Town as set forth in Exhibit C attached hereto and incorporated herein by reference. Said policies shall be maintained with respect to Lessee's employees, if any, and all vehicles operated on the Premises. The policies shall include the required endorsements, certificates of insurance and coverage verifications as described in Exhibit C. Lessee also agrees to secure renter's liability insurance or its equivalent.

Lessee shall deposit with the Town Manager, on or before the effective date of this Lease, certificates of insurance necessary to satisfy Town that the insurance provisions of this Lease have been complied with, and to keep such insurance in effect and the certificates therefore on deposit with Town during the entire term of this Lease. Should Lessee not provide evidence of such required coverage at least three (3) days prior to the expiration of any existing insurance coverage, Town may purchase such insurance, on behalf of and at the expense of Lessee to provide six months of coverage.

Town shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the Town's Risk Manager (or comparable official), the insurance provisions in this Lease do not provide adequate protection for Town and for members of the public using the Premises, the Town Manager may require Lessee to obtain insurance sufficient in coverage, form, and amount to provide adequate protection as determined by the Risk Manager. Town's requirements shall be reasonable and shall be designed to assure protection from and against the kind and extent of risk that exists at the time a change in insurance is required.

The Town Manager shall notify Lessee in writing of changes in the insurance requirements. If Lessee does not deposit copies of acceptable insurance policies with Town incorporating such changes within sixty (60) days of receipt of such notice, or in the event Lessee fails to maintain in effect any required insurance coverage, Lessee shall be in default under this lease without further notice to Lessee. Such failure shall constitute a material breach and shall be grounds for immediate termination of this Lease at the option of Town.

The procuring of such required policy or policies of insurance shall not be construed to limit Lessee's liability hereunder nor to fulfill the indemnification provision and requirements of this

Lease. Notwithstanding the policy or policies of insurance, Lessee shall be obligated for the full and total amount of any damage, injury, or loss caused by or connected with this Lease or with use or occupancy of the Premises.

19. EMINENT DOMAIN.

19.1 If all or any part of the Premises (or the building in which the Premises are located) is condemned by a public entity in the lawful exercise of its power of eminent domain, this Lease shall cease as to the part condemned. The date of such termination shall be the effective date of possession of the whole or part of the Premises by the condemning public entity.

19.2 If only a part is condemned and the condemnation of that part does not substantially impair the capacity of the remainder to be used by Lessee for the purposes required by this Lease, Lessee shall continue to be bound by the terms, covenants, and conditions of this Lease. However, the then monthly rent shall be reduced in proportion to the diminution in value of the Premises. If the condemnation of a part of the Premises substantially impairs the capacity of the remainder to be used by Lessee for the purposes required by this Lease, Lessee may:

A. Terminate this Lease and thereby be absolved of obligations under this Lease which have not accrued as of the date of possession by the condemning public entity; or

B. Continue to occupy the remaining Premises and thereby continue to be bound by the terms, covenants and conditions of this Lease. If Lessee elects to continue in possession of the remainder of the Premises, the monthly rent shall be reduced in proportion to the diminution in value of the Premises.

C. Lessee shall provide Town with written notice advising Town of Lessee's choice within thirty (30) days of possession of the part condemned by the condemning public entity.

19.3 Town shall be entitled to and shall receive all compensation related to the condemnation, except that Lessee shall be entitled to: (a) that portion of the compensation which represents the value for the remainder of the Lease term of any Lessee-constructed improvements taken by the condemning public entity, which amount shall not exceed the actual cost of such improvements reduced in proportion to the relationship of the date improvements were completed to the end of the then current Lease term, using a straight line approach; and (b) any amount specifically designated as a moving allowance or as compensation for Lessee's personal property. Lessee shall have no claim against Landlord for the value of any unexpired term of this Lease.

20. DISPUTE RESOLUTION.

20.1 Unless otherwise mutually agreed to, any controversies between Lessee and Town regarding the construction or application of this Lease, and claims arising out of this Lease or its breach shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

20.2 The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Lease.

20.3 The costs of mediation shall be borne by the Parties equally.

20.4 Mediation under this section is a condition precedent to filing an action in any court. In the event of litigation arising out of any dispute related to this Lease, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, regardless of the outcome of the litigation.

21. NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF THE TOWN.

No official or employee of Town or Lessee shall be personally liable for any default or liability under this Lease.

22. NON-DISCRIMINATION

22.1 Non-discrimination in Lease Activities. Lessee agrees that in the performance of this Lease and in connection with all of the activities Lessee conducts on the Premises, it shall not discriminate against any employee or person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. Lessee acknowledges that is familiar with the provisions set forth in Section 2.30.510 of the Los Gatos Municipal Code relating to nondiscrimination in employment and Section 9.73 of the Los Gatos Municipal Code relating to Town policy against arbitrary discrimination.

22.2 Human Rights Policy. In connection with all activities that are conducted upon the Premises, Lessee agrees to accept and enforce the statements of policy set forth in Section 9.73.010 which provides: "It is the policy of the Town of Los Gatos to affirm, support and protect the human rights of every person within its jurisdiction. These rights include, but are not limited to, equal economic, political, and educational opportunity; equal accommodations in all business establishments in the Town; and equal service and protection by all public agencies of the Town."

23. INDEPENDENT CONTRACTOR.

It is agreed that Lessee shall act and be an independent contractor and not an agent nor employee of Town.

24. CONFLICT OF INTEREST.

Lessee shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this agreement. Lessee warrants and covenants that no official or employee of Town nor any business entity in which any official or employee of Town is interested: (1) has been employed or retained to solicit or aid in the procuring of this agreement; or (2) will be employed in the performance of this agreement without the divulgence of such fact to Town. In the event that Town determines that the employment of any such official, employee or business entity is not compatible with such official's or employee's duties as an official or employee of Town, Lessee upon request of Town shall immediately terminate such employment. Violation of this provision constitutes a serious breach of this Lease and Town may terminate this Lease as a result of such violation.

25. MEMORANDUM OF LEASE.

Following execution of this Lease, either party, at its sole expense, shall be entitled to record a Memorandum of Lease in the official records of Santa Clara County. Upon termination or expiration of this Lease, Lessee shall execute and record a quitclaim deed as to its leasehold interest.

26. ESTOPPEL CERTIFICATE.

Each Party shall, from time to time, upon at least thirty (30) days prior written notice from the other Party, execute, acknowledge and deliver to the requesting Party a statement in writing: (i) certifying this Lease is unmodified and in full force and effect, or, if modified, stating the nature of the modification and certifying that the Lease, as modified, is in full force and effect, and the date to which the rental and other charges, if any, have been paid; and, (ii) acknowledging that there are not to the responding Party's knowledge, any defaults, or stating if any defaults are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of the Town Property or any prospective assignee or sublessee.

27. LIENS.

Lessee agrees at its sole cost and expense to keep the Premises free and clear of any and all claims, levies, liens, encumbrances or attachments; provided, that Lessee may contest and such claim, levy, lien, encumbrance or attachment by appropriate proceedings and in a manner which stays the enforcement of the same.

28. VACATING.

Upon termination of the tenancy, Lessee shall completely vacate the Premises, including the removal of any and all of its property. Before departure, Lessee shall return keys and personal property listed

on the inventory to Town in good, clean and sanitary condition, reasonable wear and tear excepted. Lessee shall allow Town to inspect the Premises to verify the condition of the Premises and its contents.

29. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to Town addressed as follows:

Town of Los Gatos
Attention: Town Manager
110 E. Main Street
Los Gatos, CA 95030

And to Lessee addressed as follows:

Los Gatos-Saratoga Community Education and Recreation
Attention: Executive Director
123 E. Main Street
Los Gatos, CA 95030

Notices may be served upon either Party in person, by first class mail, or by certified mail whether or not said mailing is accepted. If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday. These addresses shall be used for service of process.

30. TIME.

Time shall be of the essence in this Lease.

31. AMENDMENTS.

It is mutually agreed that no oral Leases have been entered into and that no alteration or variation of the terms of this Lease shall be valid unless made in writing and signed by the Parties to this Lease.

32. SIGNING AUTHORITY.

If this Lease is not signed by all Lessees named herein, the person actually signing warrants that he/she has the authority to sign for the others.

33. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Lease are for convenience

only and shall not be considered or referred to in resolving questions of interpretation.

34. SURRENDER OF LEASE NOT MERGER.

The voluntary or other surrender of this lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Town, terminate all or any existing subleases or subtenancies, or may, at the option of Town, operate as an assignment of any and all such subleases or subtenancies.

35. INTEGRATED DOCUMENT.

This Lease, including any exhibits attached hereto, embodies the entire agreement between Town and Lessee. No other understanding, agreements, conversations or otherwise, with any officer, agent or employee of Town prior to execution of this Lease shall affect or modify any of the terms or obligations contained in any documents comprising this Lease. Any such verbal agreement shall be considered as unofficial information and in no way binding upon Town. All agreements with Town are subject to approval of the Town Council before Town shall be bound thereby.

36. WAIVER.

Waiver by Town of one or more conditions of performance or any breach of a condition under this Lease shall not be construed as a waiver of any other condition of performance or subsequent breaches. The subsequent acceptance by a Party of the performance of any obligation or duty by another Party shall not be deemed to be a waiver of any term or condition of this Lease. The exercise of any remedy, right, option or privilege hereunder by Town shall not preclude Town from exercising the same or any and all other remedies, rights, options and privileges hereunder and Town's failure to exercise any remedy, right, option or privilege at law or equity, or otherwise which Town may have, shall not be construed as a waiver.

37. INTERPRETATIONS.

In construing or interpreting this Lease, the word "or" shall not be construed as exclusive and the word "including" shall not be limiting. The Parties agree that this Lease shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against any other Party.

38. SEVERABILITY CLAUSE.

If any provision of this Lease is held to be illegal, invalid or unenforceable in full or in part, for any reason, then such provision shall be modified to the minimum extent necessary to make the provision legal, valid and enforceable, and the other provisions of this Lease shall not be affected thereby.

39. GOVERNING LAW.

This Lease shall be governed and construed in accordance with the statutes and laws of the State of California.

40. VENUE.

In the event that suit shall be brought by any Party to this Lease, the Parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara.

41. COMPLIANCE WITH LAWS.

The Parties hereto shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments in the performance of their rights, duties and obligations under this Lease.

42. BROKERS.

Each party represents that is has not had dealings with any real estate broker, finder, or other person, with respect to this lease in any manner. Each Party shall hold harmless the other party from all damages resulting from any claims that may be asserted against the other party by any broker, finder, or other person with whom the Indemnifying Party has or purportedly has dealt.

43. ATTACHMENTS TO LEASE.

The following exhibits are attached to and made a part of this Agreement:

"A" – Description of Subject Premises
"B" – Inventory of Fixtures
"C" – Standard Insurance Requirements
"D" – Los Gatos Neighborhood Center Policies and Procedures
"E" – Los Gatos Neighborhood Center Public Use Rental Fee Schedule
"F" – Senior Services Scope of Work

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

TOWN:

Town of Los Gatos

Greg Larson, Town Manager

LESSEE:

Los Gatos-Saratoga Community Education And Recreation

Steve Rauwolf, Executive Director

ATTEST:

Jackie Rose 12-16-09

Jackie Rose, Town Clerk Adminstrator

APPROVED AS TO FORM:

Orry P. Korb, Town Attorney

LEASE AGREEMENT
BETWEEN
TOWN OF LOS GATOS
AND
LOS GATOS-SARATOGA COMMUNITY EDUCATION AND RECREATION

EXHIBIT A

DESCRIPTION OF SUBJECT PREMISES

A two-story office and public use building of approximately twelve thousand (12,000) square feet in total with rooms including the following: On the first floor, two (2) large meeting rooms; five (5) smaller meeting rooms/offices; one multi-user men's restroom and one multi-user women's restroom; a kitchen facility with a commercial refrigerator, range/oven, microwave oven, and steam tray; a reception office; and a reception area. On the second floor, eight (8) meeting rooms/offices, two (2) single user unisex rest rooms, and a large storage area.

LEASE AGREEMENT
BY AND BETWEEN
TOWN OF LOS GATOS, CALIFORNIA
AND
LOS GATOS-SARATOGA COMMUNITY EDUCATION AND RECREATION

EXHIBIT B

INVENTORY OF FIXTURES

Following is a list of fixtures currently contained in the Facility, and their locations. Town and LGS Recreation agree that Town and LGS Recreation will agree cooperatively as to which of these fixtures may be used by LGS Recreation in its operation of the Facility, and which may be retained by Town for its use as sublessee. Town makes no warranty as to the condition of fixtures, and Town and LGS Recreation agree that Town will not replace any fixtures as they end their useful lives.

Quantity	Description	Quantity	Description
Lobby			
1	Wooden Bench	2	Wooden Arm Chair
1	Wooden Corner Table		
Senior Center/Room 1			
1	Typing table	1	Coffee maker
5	Arm chair	1	Keyboard tray
1	Corner table		
Room 2			
24	Stacking chair – blue	1	Folding card table
1	White board	4	6' table
Room 3			
19	Stacking chair	1	White board
4	6' table		
Lounge/Rooms 4 and 5			
1	Sofa – 3 person	1	Coffee table

Quantity	Description	Quantity	Description
3	Arm chair	57	Stacking chair
1	Corner table	2	Folding chess table
5	Folding card table	1	Big screen television
1	Small television	1	Sofa – 2 person
1	Partition door		
Room 6			
1	White board	8	Stacking chair – blue
2	Folding card table		
Large Hall/Rooms 11 and 12			
25	4' round table	12	8' rectangle table
13	4' rectangle table	95	Stacking chair
1	Podium	1	Large overhead screen
1	Piano	10	Faux trees
2	Piano bench	1	Partition door
Kitchen			
1	Garbage disposal	1	Oven/range
1	Dishwasher	1	Refrigerator
1	Freezer	1	Microwave
3	Steam tray	3	Steam tray lid
Room 206			
32	Stacking chair	7	Folding card table
Room 214			
26	Conference chair	2	¼ crescent table
1	Projector screen	12	Conference tables

Quantity	Description	Quantity	Description
1	Chalkboard		
Miscellaneous			
2	Microphone	1	Television/vcr on cart

LEASE AGREEMENT
BY AND BETWEEN
TOWN OF LOS GATOS, CALIFORNIA
AND
LOS GATOS-SARATOGA COMMUNITY EDUCATION AND RECREATION

EXHIBIT C

STANDARD INSURANCE REQUIREMENTS

Insurance Requirements for Lessee:

Lessee shall purchase and maintain the insurance policies set forth below on all of its operations under this Lease at its sole cost and expense. Such policies shall be maintained for the full term of this Lease and the related warranty period (if applicable). For purposes of the insurance policies required under this Lease, the term "Town" shall include the duly elected or appointed council members, commissioners, officers, agents, employees and volunteers of the Town of Los Gatos, California, individually or collectively.

Coverages (RL 28.1A) S

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance (for lessees with employees).
4) Property insurance against all risks of loss to any tenant improvements or betterments

The policy or policies of insurance maintained by Lessee shall provide the following limits and coverages:

POLICY	MINIMUM LIMITS OF LIABILITY
(1) Commercial General Liability	$1,000,000 per each occurrence for bodily injury, personal injury and property damage
(2) Automobile Liability Including Owned, Hired and Non-Owned Automobiles	$ 1,000,000 Combined Single Limit

(3) Workers' Compensation	Statutory
Employers Liability	$1,000,000 per accident for bodily injury or disease

(4) Lessee's Property Insurance

Lessee shall procure and maintain property insurance coverage for:

(a) all office furniture, trade fixture, office equipment, merchandise, and all other items of Lessee's property in, on, at, or about the premises and the building, include property installed by, for, or at the expense of Lessee;

(b) all other improvements, betterments, alterations, and additions to the premises.

Lessee's property insurance must fulfill the following requirements:

(a) it must be written on the broadest available "all risk" policy form or an equivalent form acceptable to the Town of Los Gatos.

(b) for no less than ninety percent (90%) of the full replacement cost (new without deduction for depreciation) of the covered items and property; and

(c) the amounts of coverage must meet any coinsurance requirements of the policy or policies.

(RL 28.2)

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Town. At the option of the Town either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town, its officers, officials, employees and volunteers; or the Lessee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Insurance shall be in full force and effect commencing on the first day of the term of this Lease.

Each insurance policy required by this Lease shall:

1. Be endorsed to state that coverage shall not be suspended, voided, canceled by either party, 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.

2. Include a waiver of all rights of subrogation against the Town and the members of the Town Council and elective or appointive officers or employees, and each party shall indemnify the other against any loss or expense including reasonable attorney fees, resulting from the failure to obtain such waiver. The Town waives this requirement so long as the Lessee continues to participate in a self insurance pool of public entities that reserves the right of subrogation. A waiver of all rights of subrogation shall be required immediately upon the Lessee obtaining insurance through a self

insurance pool that does not reserve the right of subrogation or the Lessee obtaining insurance in the private insurance market.

3. Name the Town of Los Gatos as a loss payee on the property policy.

4. Provide that the Town, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Lessee; products and completed operations of the Lessee; premises owned, occupied or used by the Lessee; or automobiles owned, leased, hired or borrowed by the Lessee. The coverage limits defined in a memorandum of understanding of a self insurance pool of public entities through which Lessee obtains insurance coverage shall be acceptable in lieu of these requirements of this paragraph 4 which shall apply to coverage obtained in the private insurance market.

5. Provide that for any claims related to this Lease, the Lessee's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees, agents or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

6. Provide that any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Town, its officers, officials, employees, agents or volunteers.

7. Provide that Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

8. Lessee agrees to promptly pay to Town as Additional Rent, upon demand, the amount of any increase in the rate of insurance on the Premises or on any other part of Building that results by reason of Lessee's act(s) or Lessee's permitting certain activities to take place.

Acceptability of Insurers

All insurance policies shall be issued by California-admitted carriers having current A.M. Best's ratings of no lower than A-:VII.

LEASE AGREEMENT
BETWEEN
TOWN OF LOS GATOS
AND
LOS GATOS-SARATOGA COMMUNITY EDUCATION AND RECREATION

EXHIBIT D

LOS GATOS NEIGHBORHOOD CENTER POLICIES AND PROCEDURES

ADMINISTRATIVE MANUAL
TOWN OF LOS GATOS

Subject:	Los Gatos Neighborhood Center Policies and Procedures	Page: 1 of 4	Section Number:
Approved:	Effective Date: 4/27/05	Revised Date: 04/15/05	

PURPOSE
The purpose of this policy is to set forth guidelines for renting the Los Gatos Neighborhood Center.

SCOPE
This policy pertains to any person or group applying to rent the Neighborhood Center.

POLICY
The Neighborhood Center serves Los Gatos' senior citizens, youth, civic and service groups, and residents. As part of a comprehensive community strategy to meet the needs of Los Gatos citizens, the Neighborhood Center houses a variety of services and activities in such areas as education, creative arts, counseling, recreation, leadership development, health, nutrition, social work, and other supportive services. Programs held at the Neighborhood Center respond to individual differences in lifestyle, values, experiences, needs, interests, abilities, skills, age, and health status by providing opportunities for a variety of types and levels of involvement.

Rooms in the Neighborhood Center may be rented for community activities and private parties. This document defines policies and procedures for Neighborhood Center use and reservation requirements.

NEIGHBORHOOD CENTER

Room #	Maximum Occupancy	Room Description
11-12	200 people banquet style setting; or 365 people auditorium style setting	Multi-Purpose Auditorium
4-5	49 people	Lounge - informal setting
206	25 people	Craft Room
208	25 people	Conference Room (no food or beverages allowed)
214	25 people	Conference Room (no food or beverages allowed)

PRIORITY

The Town reserves the right to reschedule or cancel any scheduled use of the Neighborhood Center as warranted by the needs of the Emergency Operations Center (EOC). Mandatory EOC and emergency police matters take priority over any and all room reservations.

ELIGIBLE APPLICANTS

The Downtown Neighborhood Center may be reserved by the categories of users listed below.

Category I	Government Agencies and Senior Organizations: a) Federal, state, county, and municipal agencies that provide Los Gatos citizens a service. b) Nonprofit organizations that provide activities specifically for Los Gatos's senior citizens, including but not limited to Los Gatos-Saratoga Community Education and Recreation.
Category II	Community Organizations: a) Nonprofit organizations that have obtained 501(c)3 ruling (must be documented by a ruling letter from the California Secretary of State). b) Service Groups which provide recreational, cultural, leisure, or other community service activities to Los Gatos residents, including the Los Gatos-Saratoga Community Education and Recreation. c) Public elementary, middle, and high schools serving Los Gatos residents.
Category III	Other Applicants: Applicants not qualifying under Categories I or II may be considered under Category III as "residents" or "non-residents." a). Resident: Applicants must reside within incorporated Town of Los Gatos limits, or be employed by the Town of Los Gatos municipal government. Applicant must show proof of residency or employment by the Town. To qualify as a "resident" group, at least 51 percent of the Board of Directors or membership attending the function must be Los Gatos residents. b). Non-Resident: Applicants who do not meet the definition of a resident, above, including City of Monte Sereno and Santa Clara County residents with a Los Gatos address.

INELIGIBLE APPLICANTS

Use of the Neighborhood Center shall not be granted for:

1. Commercial use by private groups or individuals for the purpose of sales, promoting or negotiating for sales for profit.
2. Any group or individual, political or otherwise, that acknowledges its intent to use the facility

to advocate the overthrow of the United States Government or the State of California by force or violence or other unlawful means or to violate any other County, State, or Federal rules, regulations, ordinances, or laws.

3. Uses which are deemed to be of a hazardous nature or of a nature which endangers property or which are not in the public interest.
4. Use by groups or individuals who interfere with the regular conduct of Town business.

DEFINITIONS

Building Attendant:
For the Neighborhood Center, a Building Attendant is required if alcohol is served. A Building Attendant is also required if fifty or more people are in attendance and the event is scheduled during non-business hours. The Town will schedule the Building Attendant.

Security Guard:
If alcohol is served, regardless of meeting size or time, a security guard is required. The security guard is hired directly by the applicant, subject to approval of qualification by the Town. Verification of services must be submitted to the Neighborhood Center no later than two weeks prior to the scheduled event.

RESERVATION PROCEDURES
To reserve a room at the Neighborhood Center, applicants must first verify the room is available and that they fall within one of the three categories of eligible users. Applicants may either call the Neighborhood Center at (408) 354-6820 or stop by during normal business hours to verify availability.

1. A temporary hold may be put on a room for up to five working days without a signed application. The hold is automatically released on the fifth day, if an application is not received.

2. Reservations are processed on a "first come, first served" basis. A reservation may be made up to six months in advance by submitting an application, Release of Liability, and any deposit required. All applications must be submitted with original signatures.

3. The following documents must be submitted and approved no later than two weeks prior to the scheduled event:

- Certificate of Insurance and Endorsement:
  $1,000,000 liability insurance is required for standard use and when alcohol is not served
  $2,000,000 liability insurance is required if alcohol is served
- Release of Liability, Assumption of Risk and Indemnity Agreement
- Complete payment for room and Building Attendant if required. The Town will issue an invoice for the balance due. All checks are to be made payable to "The Town of Los Gatos." The Town cannot accept credit card payments.
- Proof of security guard services if required.

- Copies of any and all flyers, invitations, and or advertisements if the party or meeting is open to the public.
- Copies of all required permits and Police approvals.

5. If an event is to be held when the Neighborhood Center is normally closed, after 5:00 p.m. Monday through Friday or during the weekend, a key for the building may be picked up from the receptionist on the day of the event or on the Friday before the weekend by 4:30 p.m. Persons picking up keys must sign for them and be at least 18 years of age. Keys are to be returned immediately following the event by using the drop-box located in the lobby of the Neighborhood Center.

6. The Building Attendant will open and close the facility (see Use Regulation regarding the Building Attendant, attached).

APPROVED AS TO FORM: _____
Town Attorney

Attachment A

NEIGHBORHOOD CENTER USE REGULATIONS

Any person or persons violating the established policies or constituting a public nuisance may be required to leave the facilities. Misuse of the facilities or failure to conform with other applicable Town, state, or federal rules, regulations, ordinances, or laws will be sufficient reason for terminating the permit or event.

The Town Manager, or a duly authorized representative on duty, shall have the right to enter all facilities at all times during any and all occupancies.

Liability:
Applicant is liable for all damage to the facilities and equipment resulting from the applicant's use. Applicant will be charged for the re-keying of the building for lost keys, facility and equipment repair costs, or equipment replacement costs resulting from applicant's use.

The Town of Los Gatos is not responsible for accidents, injuries, illnesses, or loss of group or individual property. The Town requires proof of insurance coverage. Applicants must provide a Certificate of Insurance and Endorsement.

Security Deposit:
If a reservation is canceled 14 or more days before the scheduled event, 100 percent of the security deposit and room rental fees which have been paid to the Town will be returned. If notice of cancellation is given 13 or fewer days before the scheduled event, 50 percent of the room rental fees paid to the Town will be refunded; none of the security deposit may be refunded with a notice of fewer than 14 days.

Time Limits:
The facility may be reserved for up to 10 hours per event.

Age Requirements:
Applicants must be 18 years of age or older (21 or older if alcohol is to be served at the event) and must be present during the reserved use of the facility.

Groups composed of minors must be supervised by at least 1 adult for every 10 children (under the age of 18) at all times while they are using the facilities.

Food & Beverages:
Food and beverages are allowed in the Hall (Rooms 11 & 12) and Lounge (Rooms 4 & 5), only.
Absolutely no food or drink shall be taken into the upstairs conference rooms.

Smoking:
Smoking is not permitted in or near the Neighborhood Center facilities, including parking and exit areas.

Room Set-Up:
Applicants are responsible for all set-up before their event, including setting up tables and chairs, and installing decorations. Applicants are also responsible for all clean-up after their event, including stacking of tables and chairs, and removing all decorations, special preparations, and personal items. Any desired

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decorating, or changes to the facilities, must be discussed with the Town at the time of application. Applicants must include set-up and clean-up time in the scheduled hours of use. The facility must be left secure, clean, and in good order. Any decorations and special preparations are subject to the following restrictions:

a. All decorations must be flame proof or fire retardant.
b. All decorations must be applied with low-tack painter's tape. Using cellophane adhesive tape, nails, staples, screws, etc., is NOT allowed. All tape must be removed from all surfaces at the conclusion of the event.
c. Decorations may NOT be hung from light fixtures, ceiling, smoke detectors, emergency lights, or acoustical wall/ceiling tiles.
d. Absolutely NO open flames are allowed, including candles.
e. All plants, trees, and shrubs must be in waterproof containers and must be carefully placed so as not to damage the floor or block fire exits.
f. No foreign substance may be applied to the floor.
g. No rice, birdseed, confetti, or any similar substance, may be thrown in or around the Neighborhood Center (*e.g.*, during wedding receptions).

Licensing & Permits:
The applicant shall procure at his/her own cost and expense, all permits and licenses required for the intended use or activity at the Neighborhood Center. This includes, but is not limited to:

1. Sales of alcohol requires a one-day liquor license from the Alcoholic Beverage Control Board, 100 Paseo de San Antonio, San Jose 408-277-1200.

2. Gambling or wagering at the Neighborhood Center is prohibited without a permit from the Los Gatos/Monte Sereno Police Department, 110 East Main Street, Los Gatos 408-354-5257.

3. A dance that is open to the public (attendance of 50 or more persons) must be approved by the Chief of Police. Evidence of approval must be submitted to the Neighborhood Center at least two weeks prior to the scheduled event.

Noise Level:
All Neighborhood Center users are to respect the individual rights and properties of neighbors and tenants located by, near, and on Town property. Noise level is to be kept at a minimum.

Equal Opportunity:
Users may not restrict membership on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, medical condition, religion, place of national origin, or any other basis prohibited by law. Furthermore, use of the Neighborhood Center will not be restricted because of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, medical condition, religion, place of national origin, or any other basis prohibited by law.

Exceptions:
Any exceptions to these use regulations must be approved, in writing, by the Town Manager.

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LEASE AGREEMENT
BETWEEN
TOWN OF LOS GATOS
AND
LOS GATOS-SARATOGA COMMUNITY EDUCATION AND RECREATION

EXHIBIT E

LOS GATOS NEIGHBORHOOD CENTER PUBLIC USE RENTAL FEE SCHEDULE

COMMUNITY SERVICE FEES

A. Los Gatos Downtown Neighborhood Center Fee Schedule

Rental fees may be paid at the time of the application or any time no less than two weeks before the scheduled date.

a. If rental fees are not paid at least two weeks prior to the event, then the application may be terminated.

b. If a reservation is cancelled at least two weeks before the scheduled event, 100 percent of the security deposit and room rental fees which may have been paid to the Town will be returned.

c. If notice is given to cancel an event less than two weeks before the scheduled event, half of the room rental fees and none of the security deposit paid to the Town will be returned.

d. Any required security deposit must be paid at the time the reservation form is submitted to secure the reservation.

	Hall	Kitchen	Lounge	Conference Room
Category I: Government Agencies, Community Service Organizations Serving Los Gatos' Senior Citizens, And Neighborhood Center Tenants	No Charge	No Charge	No Charge	No Charge
Category II: Community Service Groups				
1. Activities (non-profits) *There is a 2-hour minimum for all rental usage.*				
a. Resident	$30.00/hr	No Charge	$15.00/hr	$10.00/hr
b. Non-Resident	$100.00/hr	No Charge	$40.00/hr	$30.00/hr
c. Security Deposit	$300.00	No Charge	$100.00	$100.00
d. Security Deposit-alcohol	$500.00	No Charge	$500.00	$500.00

2. Fees Charged for Fundraising Activities
There is a 2-hour minimum for all rental usage.

a. Resident	$100.00/hr	No Charge	$40.00/hr	$30.00/hr
b. Non-resident	$200.00/hr	No Charge	$80.00/hr	$60.00/hr
c. Security Deposit	$300.00	No Charge	$100.00	$100.00
d. Security Deposit -alcohol	$500.00	No Charge	$500.00	$500.00

Category III: Private Parties
There is a 2-hour minimum for all rental usage.

	Hall	Kitchen	Lounge	Conference Room
a. Resident (Including Town Employees)	$100.00/hr	No Charge	$40.00/hr	$30.00/hr
b. Non-Resident	$200.00/hr	No Charge	$80.00/hr	$60.00/hr
c. Security Deposit	$300.00	No Charge	$100.00	$100.00
d. Security Deposit- alcohol	$500.00	No Charge	$500.00	$500.00

Building Attendant:

A Building Attendant is required under any of the following circumstances:

- alcohol is served
- more than 50 people are in attendance
- a meal is provided

Building Attendants are employed by the Town on behalf of the applicant. The cost paid by the applicant for the Building Attendant's time is the prevailing wage set by the Town's Salary Schedule. Time over 8 hours per day is charged at the prevailing overtime wage set by the Town's Salary Schedule.

Security Guard:

Security Guards are hired directly by the applicant. Verification that services have been contracted for must be submitted to the Neighborhood Center office at least two weeks prior to the scheduled event. A Security Guard is required is required to be present at the facility under any of the following circumstances:

- alcohol is served, and;
- more than 75 people are in attendance

Applicants:

The Downtown Neighborhood Center may be scheduled by the categories of users listed below:

1. **Category I**: Government Agencies; Senior Organizations, and Neighborhood Center Tenants. Groups qualifying as government agencies and senior organizations include the following:

- Federal, state, county, and municipal agencies that provide a community service for the citizens of Los Gatos.
- Organizations, including the Los Gatos-Saratoga Department of Community Education and Recreation which provide activities specifically for Los Gatos'
  senior citizens.
- Neighborhood Center Tenants which provide a community service that does not involve fundraising.

Category II: Community Service Groups
Groups qualifying as community service groups include the following:

- Nonprofit organizations, which have obtained 501(c) 3 ruling from the State (must be documented by ruling letter from State).
- Los Gatos Service and Community organizations - groups that provide recreational, cultural, leisure or other community service activities to Los Gatos residents, including the Los Gatos-Saratoga Department of Community Education and Recreation.
- Los Gatos Elementary School District and the Los Gatos Joint Union High School District.

Category III: Private parties

- Resident
  For private parties or wedding receptions to qualify for the resident fee, ($60/hr) the Neighborhood Center may be reserved either by a Los Gatos resident or by a non-resident's immediate family member who is a Los Gatos resident. An immediate family member is defined as: mother, father, sibling, and children of applicant, grandparents, stepchildren and parents.
- Non-Resident
  Applicants who do not meet above criteria.

Priority:

Category I applicants have priority over Category II and III applicants for use of the Center.

General Regulations:

1. Use is limited to ten hours.
2. If use exceeds hours on application form, then fee is charged at 1.5 times the rate.
3. All checks made payable to the Town of Los Gatos
4. Refundable deposits are returned within forty-five days by the Town of Los Gatos.

Definitions:

1. **Resident**
   a. To qualify as a "resident" group, at least 51 percent of the Board of Directors or membership attending the function must be Los Gatos residents
   b. Documentation required for a. above: Drivers license or other personal picture identification, including the applicant's address and telephone number.

2. **Non-Resident**
   "Non-resident" groups are those that meet all of the criteria of a community service group, but do not meet the definition of a "resident".

3. **Fundraising Activities**
   a. Community service groups applying for use of the facility to hold a fundraising activity or activity for which admission or a fee is charged must meet all of the criteria under a. above. Resident or non-resident rates are charged depending on the residence of members or activity attendees.

   b. Tenants of the Town of Los Gatos applying for use of the facility to hold a fundraising activity will be required to pay the necessary fees under Category II.

B. Program Space for Non-Profit Agencies — $1.75/sq. ft./month

Neighborhood Center tenants may schedule rooms in the facility for business purposes. Fees are not collected unless the value of the space scheduled exceeds $50 x sq. ft. leased on annual cumulative basis

LEASE AGREEMENT
BETWEEN
TOWN OF LOS GATOS
AND
LOS GATOS-SARATOGA COMMUNITY EDUCATION AND RECREATION

EXHIBIT F

SENIOR SERVICES SCOPE OF WORK

DIRECT SERVICES

Los Gatos Community Education and Recreation shall ensure the provision of services/programs to include services/programs similar to the following list in scope and participation using its own staff or via contract:

1. Wednesday afternoon movies (once per month)
2. Wednesday games program (weekly)
3. Senior center dances (once per quarter)
4. Bus trips (once per quarter)
5. Senior Thanksgiving dinner (one per year)
6. Senior picnic (one per year)
7. Senior show (one per year)
8. Senior Center newsletter (bi-monthly)
9. Information and referral to other agencies (ongoing)
10. Recreation classes will be expanded significantly as demand warrants. Examples include: language, arts and crafts, computer, and other special interest classes.

INDIRECT SERVICES

Los Gatos Community Education and Recreation shall provide appropriate facility space and administrative support as needed for the following services, to be provided by outside agencies. LGS Recreation is under no obligation to provide the services directly.

1. Health presentations (once per month)
2. 55-Alive driving class
3. Grief support group
4. Blood pressure screenings
5. Brown bag grocery distribution (once per week)
6. Live Oak Senior Nutrition Program lunchtime meal service (once per week)
7. Happy Hoofers walking group
8. Older Women's group
9. HICAP insurance counseling (by appointment)
10. Income tax preparation (by appointment)
11. BART ticket sales (ongoing)
12. Hosting and organizing new groups and affiliates as interests warrant. Examples include: computer club, genealogy club, bridge club, etc.

THIRD AMENDMENT TO LEASE AGREEMENT FOR THE YOUTH RECREATION CENTER BY AND BETWEEN THE TOWN OF LOS GATOS AND LOS GATOS-SARATOGA COMMUNITY EDUCATION AND RECREATION

This AMENDMENT TO AGREEMENT is dated for identification this 1st day of July, 2025 and amends that certain Lease Agreement for the Youth Recreation Center between the Town of Los Gatos and Los Gatos-Saratoga Community Education and Recreation dated October 1, 2004, made by and between the Town of Los Gatos, ("Town,") and Los Gatos-Saratoga Community Education and Recreation, a Joint Powers Authority ("Tenant").

RECITALS

A. The Town and Tenant entered into a Lease Agreement for the property located at 123 East Main Street, Los Gatos (Youth Recreation Center) effective October 1, 2004, and extending through June 30, 2007 ("YRC Lease Agreement"), a copy of which is attached hereto and incorporated by reference as **Exhibit A** to this Amendment.

B. The Town and Tenant executed a First Amendment to the YRC Lease Agreement effective July 1, 2007, and extending through June 10, 2010 ("YRC First Amendment"), a copy of which is attached and incorporated by reference as **Exhibit B** to this Amendment.

C. The Town and Tenant executed a Second Amendment to the YRC Lease Agreement effective July 1, 2010 ("YRC Second Amendment"), a copy of which is attached and incorporated by reference as **Exhibit C** to this Amendment.

D. The Town and Tenant entered into a separate Lease Agreement for the property located at 208 East Main Street, Los Gatos (Adult Recreation Center) effective January 1, 2010, and extending through December 31, 2029 ("ARC Lease Agreement").

E. Now, therefore, the parties hereto agree as follows:

AMENDMENT

1. Section 2 "Term" of YRC Lease Agreement shall be amended to read: The Lease Agreement term shall extend through December 31, 2029, subject to the termination provisions set forth in the Lease Agreement.

2. The first sentence of Section 3 (c) of the YRC Lease Agreement Section 3.c. is amended to read as follows: "Payment of rent and landscaping services fee shall be due and payable on the first day of each and every quarter (January 1, April 1, July 1, and October 1)." All other terms, covenants, and conditions of Section 3.c. of the YRC Lease Agreement remain in full force and effect except as expressly modified herein.

3. A Section 23 is added to read as follows: "Adult Recreation Center (ARC) Lease Agreement: In the event that the ARC Lease Agreement is terminated or modified, the Town shall have the right to unilaterally terminate or modify the YRC Lease Agreement."

4. All other terms, covenants, and conditions of the original YRC Lease Agreement remain in full force and effect except as expressly modified herein.

IN WITNESS WHEREOF, TOWN OF LOS GATOS and LOS GATOS-SARATOGA COMMUNITY EDUCATION AND RECREATION have executed this THIRD LEASE AMENDMENT.

TOWN OF LOS GATOS

_____

Chris Constantin, Town Manager

LOS GATOS-SARATOGA COMMUNITY EDUCATION AND RECREATION

_____

_____

Printed Name and Title

APPROVED AS TO FORM:

_____

Gabrielle Whelan, Town Attorney

DOCUMENT: 18128636

Pages: 13

18128636

Fees.... * No Fees
Taxes...
Copies..
AMT PAID

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Town of Los Gatos
Clerk Administrator
PO Box 949
Los Gatos CA 95030

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
City

RDE # 003
12/06/2004
2:24 PM

FREE RECORDING PURSUANT TO
GOVERNMENT CODE SECTION 6103

CLERK DEPARTMENT
AGR
IHH
ORD
REC 04.084
RESO

**LEASE AGREEMENT BY AND BETWEEN
THE TOWN OF LOS GATOS AND
LOS GATOS-SARATOGA COMMUNITY
EDUCATION AND RECREATION**

SEPARATE PAGE, PURSUANT TO GOVT. CODE 27361.6

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EXHIBIT A

LEASE AGREEMENT BY AND BETWEEN THE TOWN OF LOS GATOS AND LOS GATOS-SARATOGA COMMUNITY EDUCATION AND RECREATION

This LEASE is entered into by and between the TOWN OF LOS GATOS, a municipal corporation of the State of California, hereinafter referred to as "TOWN," and Los Gatos-Saratoga Community Education and Recreation, a Joint Powers Authority, hereinafter referred to as "TENANT," this 8th day of November, 2004.

RECITALS

WHEREAS, TOWN owns the premises and the structure, hereinafter referred to as "Building," located at 123 East Main Street, Los Gatos, California, 95030, and wishes to lease the Building to nonprofit community service organizations that will assist the TOWN in serving the needs of its residents; and

WHEREAS, TENANT desires to use the Building for the purpose of providing educational and recreational services to Los Gatos area residents; and

WHEREAS, the TOWN recognizes the need and desirability of such a community organization; and

WHEREAS, the TOWN incurs operating costs and expenses in maintaining the Building which are due in part to tenant operations; and,

WHEREAS, TENANT agrees to pay TOWN for use of the Building.

IT IS MUTUALLY AGREED by the parties as follows:

1. Leasing: TOWN hereby leases to TENANT, and TENANT hereby leases from TOWN, the property consisting of six thousand four hundred seventy-nine square feet (6,479 s.f.) located at 123 East Main Street, Los Gatos, Santa Clara County, California, for exclusive use of TENANT.

2. Term: The lease term shall commence on October 1, 2004, and extend through June 30, 2007 and continue from month to month thereafter , subject to the termination provisions set forth in this Lease.

3. Lease Fees
   a. Rent: Upon commencement of the lease term, the rent shall be One Thousand One Hundred Thirty-Three Dollars and Eighty-Three Cents ($1,133.83) per month. Said rent is calculated according to the agreed-upon rate of One Hundred Seventy-Five Thousandths of a Dollar ($0.175) per square foot, multiplied by the square footage occupied by the TENANT, for a total of Thirteen Thousand Six Hundred Five Dollars and Ninety Cents ($13,605.90) for the lease year. On each July 1 following the commencement of the lease term, the rent amount shall be increased by a percentage equal to the percentage increase, if any, in the Consumer Price Index (CPI) - All Urban Consumers, for the San Francisco-Oakland-San Jose, CA area, from the June the previous year to the June

immediately previous.

b. Landscaping Services: The Town shall provide weekly landscaping services for the Building, consisting of maintenance of the lawn, trees, shrubbery, and irrigation system. Upon commencement of the lease term, TENANT shall pay the Town Two Hundred Dollars and No Cents ($200.00) per month to TOWN for these services. Additional services requested by TENANT, such as new plantings, may be performed at TOWN's discretion, at an additional price to be agreed upon by TOWN and TENANT. On each July 1 following the commencement of the lease term, the landscaping services fee shall be increased by a percentage equal to the percentage increase, if any, in the Consumer Price Index (CPI) - All Urban Consumers, for the San Francisco-Oakland-San Jose, CA area, from the June the previous year to the June immediately previous.

c. Payment: Payment of rent and landscaping services fee shall be due and payable on the first day of each month. Payment shall be made payable to "Town of Los Gatos," and mailed to: Town of Los Gatos, Accounts Receivable, P.O. Box 697, Los Gatos, CA, 95031. Should the rent payment be thirty-one (31) or more days in arrears, a late fee of Fifty Dollars and No Cents ($50.00) per day shall be assessed for each day payment remains outstanding, in addition to the amount of rent and landscaping services fee due.

4. Possessory Interest Property Tax: Pursuant to Revenue and Taxation Code section 107.6, TENANT is hereby notified that the property interest created by its lease may be subject to property taxation due to TENANT's possessory interest in the Building. In such an event, TENANT is liable under this Lease for payment of such property tax.

5. Use of Premises: TENANT shall use said premises only for the purpose of providing educational and recreational services to Los Gatos area residents, and in connection therewith, shall comply with all governmental laws and regulations. Anticipated uses included recreational and informational activities, social events, and informal gatherings. No alcohol may be served on the premises at any time without the prior written consent of the TOWN.

6. Signs: TENANT shall not place or permit to be placed in, upon, about or outside of said premises or any part of the building any sign without the prior written consent of the TOWN. All existing signs at the time of the commencement of this Agreement are considered approved at the signing of this lease Agreement.

7. Illegality Clause: TENANT shall not use the premises or suffer or permit anything to be done in or about the premises or the property which will be in conflict with any law, statute, zoning restriction, ordinance or governmental law, rule, regulation or requirement of public authority now in force or which may hereafter be enforced. TENANT shall not commit any private or public nuisance or any other act or thing which might or would disturb the quiet enjoyment of surrounding property. TOWN at its option may terminate this Lease by giving ten (10) days written notice of its election

to terminate for any and all violations of the provisions contained herein.

8. Entry: TENANT shall permit TOWN, its agents or assigns to enter the premises at any time to inspect the premises or make repairs.

9. Assignment and Sub-Leasing: The terms and conditions of this Lease are based upon the unique and specific services to be offered by the TENANT and the TENANT's record of service in the community. TENANT shall neither assign this Lease, nor sublet the whole or any part thereof, without the prior written consent of TOWN.

10. Utilities: TENANT shall pay for all utilities including, but not limited to, water, gas, and electricity; but not including garbage removal and recycling services. TOWN shall contract for garbage removal and recycling services for Building, at no charge to TENANT.

11. Maintenance: TENANT shall maintain the interior of said premises. TENANT shall not make any structural alterations to the premises without the prior written consent of the TOWN. TOWN shall maintain the exterior of said premises and the grounds thereof, as agreed to in section 3 above. However, if repair is necessary due to the action or negligence of TENANT, its agents, assigns or clients, TENANT shall obtain those repairs at its own expense or pay the TOWN to repair at a charge to the TENANT of time and one-half for services rendered, and for the actual cost of materials.

12. Abandonment: If TENANT abandons or vacates the premises for any period in excess of thirty (30) days, TOWN may, at its option, terminate this Lease and take possession of the property.

13. Insurance: TENANT shall procure and maintain with a reputable insurance company, insurance as set forth in Exhibit A, attached, and incorporated herein by reference.

14. Property Insurance: TOWN may or may not choose to obtain property insurance for the Building. However, TENANT is solely responsible for obtaining insurance to protect any personal property that it may choose to place in the Building under this Lease, and the TOWN shall not provide such insurance on this Lease.

15. Destruction of Premises:
    a. If the structures on the leased premises are destroyed to an extent of more than fifty percent (50%) of the total floor area existing prior to the destruction, either party is entitled to terminate this Lease Agreement and TOWN is under no obligation to repair, replace, or restore any portion of the leased premises. Termination of this Lease shall be by giving written notice of the termination to either party no later than ninety (90) days after the event causing the damage or destruction. The termination shall be effective on the date specified in the notice. Upon termination of the Lease Agreement pursuant to this section, all insurance

proceeds payable because of the damage or destruction of the structures on the leased premises shall be paid to and be the property of TOWN.

b. If because of the destruction or damage to the leased premises, the leased premises are entirely unsuitable or inadequate for the use specified in Paragraph 5 above, all monthly rent shall temporarily abate effective the date of the destruction or damage. If the damage or destruction to the leased premises only makes a portion of the leased premises unsuitable or inadequate for such use, then the monthly rent shall only be abated so that the rent then due and payable shall be an amount equivalent to the floor area of the structures on the leased premises usable for the use specified divided by the total floor area of all structures prior to the damage or destruction, and then multiplied by the monthly rent in effect just prior to the damage or destruction.

c. Under no circumstances does the TOWN have any obligation to provide the TENANT with an alternative property to conduct its operations.

d. TENANT agrees to fully cooperate with the TOWN in investigating the cause of any damage or destruction of the leased premises, and in permitting and allowing any repair or reconstruction to occur.

16. Indemnification: TENANT shall indemnify, save harmless, and defend TOWN from all liability from loss, damage, or injury to persons or property in any manner arising out of or incident the performance of this Lease, including without limitation all consequential damages.

17. Severability: The provisions of this Lease are declared to be severable, and if any provision is invalidated by any court, the remaining provisions shall not be affected and shall be fully enforceable, unless such enforcement would be unreasonable or would frustrate the purposes of this Lease.

18. Surrender of Premises: TENANT shall promptly surrender said premises to TOWN at the expiration of the term of this Lease, or any sooner termination thereof, in the same condition it was received, in good order and repair, reasonable wear and tear and damage by the elements excepted.

19. Termination: Either party may terminate this Lease without cause one hundred and eighty (180) days advance written notice. Such termination notice shall be sent to:

TOWN	TENANT
Debra J. Figone, Town Manager Town of Los Gatos	Steve Rauwolf, Executive Director Los Gatos-Saratoga Community Education & Recreation
P.O. Box 949 Los Gatos, CA 95031	123 East Main Street Los Gatos, CA 95030

20. Scope of Lease: This Lease constitutes the entire agreement between the parties. This Lease may not be modified except by an agreement in writing signed by the party against whom the enforcement of any waiver, change, modification or discharge is sought. The covenants and conditions in the Lease shall bind the successors in interest of the party.

21. Disputes: In any dispute between the parties over this Lease, the prevailing party shall be entitled to costs and attorney's fees.

22. Equal Access and Opportunity: TENANT warrants that it shall comply with all applicable regulations and laws governing equal access to its programs and equal employment opportunity. Neither TENANT nor any of its officers, employees, volunteers, or agents shall discriminate in the employment in or access to any of TENANT's programs because of race, color, national origin, ancestry, physical or mental disability, marital status, sex, sexual orientation, or age unless based on a bona fide occupational qualification defined under the California Fair Employment and Housing Act.

IN WITNESS WHEREOF, the parties have executed this Lease this 8th day of November, 2004.

TOWN OF LOS GATOS

Debra J. Figone, Town Manager

LOS GATOS-SARATOGA COMMUNITY EDUCATION AND RECREATION

Steve Rauwolf, Executive Director

APPROVED AS TO CONTENT:

Regina A. Falkner, Community Services Director

APPROVED AS TO FORM:

Orry P. Korb, Town Attorney

ATTESTED TO:

MarLyn J. Rasmussen, Clerk Administrator

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of SANTA CLARA

On NOVEMBER 8, 2004 (Date) before me, WAFFA MANSOUR, NOTARY PUBLIC, (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared STEPHEN RAU WOLF (Name(s) of Signer(s))

☐ personally known to me – OR – ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WAFFA MANSOUR
Commission # 1390063
Notary Public - California
Santa Clara County
My Comm. Expires Dec 14, 2006

WITNESS my hand and official seal.

Waffa Mansour
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

l Notary Association • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184 Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

TOWN OF LOS GATOS, CALIFORNIA
ALL PURPOSE
ACKNOWLEDGMENT

State of California
County of Santa Clara

On November 8, 2004, before me, **MARLYN J. RASMUSSEN, CLERK ADMINISTRATOR**, personally appeared **DEBRA J. FIGONE**, Town Manager, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the within instrument the entity upon behalf of which the person acted, **The Town of Los Gatos**, executed the instrument.

WITNESS my hand and official seal.

Marlyn J. Rasmussen
Marlyn J. Rasmussen, CMC
Clerk Administrator, Los Gatos, California

CAPACITY CLAIMED BY SIGNER:
Municipal Officer of the Town of Los Gatos

DESCRIPTION OF ATTACHED DOCUMENT:

Title of Document: Lease/Town of Los Gatos/Los Gatos-Saratoga Community Education and Recreation

Number of Pages: 13

Date of Document 11/8/04

Signer(s) Other than Named Above:
Steve Rauwolf, Executive Director, Los Gatos-Saratoga Community Education and Recreation

N:\CLK\RECORDINGS\Acknowledgement.wpd

EXHIBIT B

ITEM NO. 20.

CLERK DEPARTMENT
AGR 07.090
SHH
ORD
REC
RESO

AMENDMENT TO LEASE AGREEMENT
BY AND BETWEEN THE TOWN OF LOS GATOS
AND LOS GATOS-SARATOGA COMMUNITY EDUCATION AND RECREATION

This AMENDMENT TO AGREEMENT is entered into this 10 day of July, 2007, by and between the Town of Los Gatos, a municipal corporation of the State of California, hereinafter referred to as "TOWN," and LOS GATOS-SARATOGA COMMUNITY EDUCATION AND RECREATION, a Joint Powers Authority, hereinafter referred to as "TENANT".

RECITALS

WHEREAS, TOWN and TENANT executed a Lease Agreement effective October 1, 2004, and extending through June 30, 2007; and

WHEREAS, TOWN and TENANT wish to amend the Lease Agreement.

Now therefore, the parties hereto agree as follows:

1. Replace Section 2, "Term," of the Lease Agreement with the following: The lease term shall commence on July 1, 2007 and extend through June 30, 2010, and continue from month to month thereafter, subject to the termination provisions set forth in this Lease.
2. The terms and conditions of the Lease Agreement shall remain in full force and effect except as herein expressly amended.

In witness whereof, the parties have executed this Amendment to Lease Agreement on the date written above, effective July 1, 2007.

TOWN OF LOS GATOS

Orry Korb, Town Attorney

LOS GATOS-SARATOGA COMMUNITY EDUCATION AND RECREATION

Steve Rauwolf, Executive Director

Approved as to Content:

Regina A. Falkner, Community Services Dir.

Pamela Jacobs for
Debra Figone, Town Manager

ATTEST:

Jackie D. Rose, Clerk Administrator 7-16-07

N:\CSD\Agreements\LG Rec Dept\FY2008toFY2010amendment.doc

CLERK DEPARTM
AGR 10·21
IHH 10·022 ex1/15
ORD
REC
RESO

EXHIBIT C

SECOND AMENDMENT TO LEASE AGREEMENT BY AND BETWEEN THE TOWN OF LOS GATOS AND LOS GATOS-SARATOGA COMMUNITY EDUCATION AND RECREATION

This Amendment to Agreement is entered into this 1st day of July, 2010, by and between the Town of Los Gatos, a municipal corporation of the State of California, hereinafter referred to as "Town," and Los Gatos-Saratoga Community Education and Recreation, a Joint Powers Authority, hereinafter referred to as "Tenant."

RECITALS

WHEREAS, Town and Tenant executed a Lease Agreement effective October 1, 2004, and extending through June 30, 2007; and

WHEREAS, Town and Tenant executed an Amendment to Lease Agreement effective July 1, 2007 and extending through June 30, 2010; and

WHEREAS, Town and Tenant wish to again amend the Lease Agreement.

Now therefore, the parties hereto agree as follows:

1. Section 2, "Term," of the Lease Agreement shall be replaced with the following: The Lease term shall commence on July 1, 2010 and extend through December 31, 2011, and continue from month to month thereafter, subject to the termination provisions set forth in this Lease.

2. Section 3, "Lease Fees," Subsection a, "Rent," of the Lease Agreement shall be replaced with the following: Base Rent. The rent to be paid by Tenant shall be calculated via multiplication of approximate size of Premises, six thousand four hundred seventy-nine (6,479) square feet, by a percentage of the fair market rent for the Premises (the "FMR"). The initial FMR shall be two dollars and fifty cents ($2.50) per square foot. The initial rent to be paid by Tenant shall be one thousand six hundred nineteen dollars and seventy-five cents ($1,619.75) per month without reduction or offset (except as otherwise provided in this Lease), calculated using ten percent (10%) of FMR. The FMR shall be adjusted annually on each January 1 based on the State of California Department of Industrial Relations, Division of Labor Statistics and Research's Consumer Price Index, All Urban Consumers, All Items, San Francisco-Oakland-San Jose, California. The index for the final quarter of 2009 is established as the base index. Percentage and adjustments to the original lease payments shall be as indicated by percentage changes in said index.

3. Section 3, "Lease Fees," Subsection b, "Landscaping Services," of the Lease Agreement shall be replaced with the following: The Town shall provide weekly landscaping services for the Building, consisting of maintenance of the lawn, trees, shrubbery, and irrigation system. Upon commencement of the lease term, Tenant shall pay the Town two hundred fifty dollars and no cents ($250.00) per month for these services. Additional services requested by Tenant, such as new plantings, may be performed at Town's discretion, at an additional price to be agreed upon by Town and Tenant. The

landscaping services fee shall be adjusted annually on each January 1 based on the State of California Department of Industrial Relations, Division of Labor Statistics and Research's Consumer Price Index, All Urban Consumers, All Items, San Francisco-Oakland-San Jose, California. The index for the final quarter of 2009 is established as the base index. Percentage and adjustments to the original lease payments shall be as indicated by percentage changes in said index.

4. The terms and conditions of the Lease Agreement shall remain in full force and effect except as herein expressly amended.

In witness whereof, the parties have executed this Amendment to Lease Agreement on the date written above, effective July 1, 2010.

TOWN:

Town of Los Gatos

Greg Larson, Town Manager

LESSEE:

Los Gatos-Saratoga Community Education And Recreation

Steve Rauwolf, Executive Director

APROVED AS TO CONTENT:

Regina A. Falkner, Community Services Director

APPROVED AS TO FORM:

Judith J. Propp, TOWN ATTORNEY

ATTEST:

Jackie Rose, Town Clerk Adminstrator

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 06/17/2025
ITEM NO: 21

DATE: June 9, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: Authorize the Town Manager to Negotiate and Execute a Lease Agreement with Anwar and Masoma Shoja, for 45 North Santa Cruz Avenue

RECOMMENDATION:

Authorize the Town Manager to Negotiate and Execute a Lease Agreement with Anwar and Masoma Shoja dba Franco Masoma, for 45 North Santa Cruz Avenue, in substantially the form presented.

FISCAL IMPACT:

This lease will generate approximately $40,000 in revenue annually. Income derived from this agreement will continue to be deposited to a Special Revenue Fund to be utilized for the ongoing capital needs of the Los Gatos Theatre.

STRATEGIC PRIORITIES:

This item is connected to the Town's Core Goal of Community Character and the Strategic Priority of fostering the economic vitality of businesses in Town.

BACKGROUND:

On December 30, 2021, the Town completed the transfer of the Los Gatos Theatre property to the Town's ownership. The property acquisition included assuming landlord oversight of the two leases for the existing retail properties at 41 and 45 North Santa Cruz Avenue.

On June 28, 2022, the Council authorized the Town Manager to execute a Lease Agreement with Anwar and Masoma Shoja dba Franco Masoma, for 45 North Santa Cruz Avenue,

PREPARED BY: Holly Young
Senior Management Analyst

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

commencing on July 1, 2022, and extending for a term of 36 months through June 30, 2025 (Attachment 1).

With the expiration of the current Lease Agreement, staff is bringing forward a new proposed lease agreement (Attachment 2).

The property consists of approximately four hundred twenty-five (425) square feet of space and is currently utilized for the sale of high-end designer clothing.

DISCUSSION:

Staff is recommending entering into another three-year agreement and keeping the terms of the current Lease Agreement, including the 3% escalator annually. The salient elements of the proposed Lease Agreement are as follows:

Agreement Elements	Comments		
Term	Three (3) year initial agreement with one (2) two-year option.		
Base Rent Schedule (@ $7.65 per sq ft in first year)	Year	Monthly Base Rent	Annual Base Rent
	Year 1 (Months 1-12)	$3,251	$39,012
	Year 2 (Months 13-24)	$3,349	$40,188
	Year 3 (Months 25-36)	$3,449	$41,388

CONCLUSION:

The current tenant has an established business which complements the Los Gatos Theatre well. Staff recommends maintaining Anwar and Masoma Shoja dba Franco Masoma, as tenants for 45 North Santa Cruz Avenue.

COORDINATION:

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

ENVIRONMENTAL ASSESSMENT:

In accordance with CEQA Guidelines Section 15301, this lease is categorically exempt from CEQA because it is a lease of an existing structure and will involve negligible expansion of an existing structure.

Attachments:
1. Current Lease Agreement
2. Proposed Lease Agreement

Date June 22, 2022

ITEM NO. 21.

LEASE AGREEMENT BETWEEN TOWN OF LOS GATOS AND ANWAR and MASOMA SHOJA

Landlord: Town of Los Gatos

Tenant: Anwar and Masoma Shoja, as sole proprietors, dba Franco Masoma

Premises: Approximately four hundred twenty-five (425) square feet of space within the Los Gatos Theatre Building (as more particularly defined in the Lease) comprising of 41, 43 and 45 N. Santa Cruz Avenue in Los Gatos, California 95030 in the Town of Los Gatos, Santa Clara County, California ("Property"). Consists of the area marked “New Retail Space” in Exhibit A.

Lease Term: 36 months

Lease Commencement Date: July 1, 2022

Rent Commencement Date: Rent shall begin on the date of lease commencement. Rent is established at $7.00 per square foot.

Base Rent Schedule:

Year	Monthly Base Rent	Annual Base Rent
Year 1 (Months 1-12)	$2,975.00	$35,700.00
Year 2 (Months 13-24)	$3,064.00	$36,768.00
Year 3 Months 25-36)	$3,156.00	$37,872.00

Option to Extend: At the discretion of the Landlord, one (1) twenty-four (24) month option to extend at a 3% increase of prior base year, with at least 90-day written notice from the tenant asking for the extension.

Permitted Use: Retail

Landlord’s Address: The Town of Los Gatos – 110 E. Main Street, Los Gatos, California 95030, Attention: Finance Department

Landlord’s Telephone: 408-354-6836

Property Manager: Town of Los Gatos Attn: Arn Andrews Assistant Town Manager

Tenant Address: TBD

Tenant Telephone: 408-595-1281

ATTACHMENT 1

Lease Exhibits:

Exhibit A: Premises
Exhibit B: Floor Plan

Town of Los Gatos ("Landlord") and Anwar and Masoma Shoja, as sole proprietors, dba Franco Masoma ("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, an approximately four hundred twenty-five (425) square feet of space within the Los Gatos Theatre Building comprising 45 N. Santa Cruz Avenue in Los Gatos, California 95030 in the Town of Los Gatos, Santa Clara County, California ("Property"). Consists of the area marked "New Retail Space" in Exhibit A.

2. **BASE RENT:** Beginning on July 1, 2022, Tenant agrees to pay a monthly Base Rent ("Base Rent") at the rate of $2,975 per month, with a 3 percent annual increase effective July 1 of each year. The base rent schedule shall be as follows:

Months	Monthly Base Rent	Annual Base Rent
1-12	$2,975.00	$35,700.00
13-24	$3,064.00	$36,768.00
25-36	$3,156.00	$37,872.00

3. **RENT:**

   A. **Definition:** "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of this Lease, except security deposit.

   B. **Payment:** Rent shall be paid at Los Gatos Town Hall, Finance Department, or at any other location specified by Landlord in writing to Tenant.

   C. **Timing:** Rent is payable in advance on the **1st day** of each calendar month and is delinquent **10 days after.**

4. **TENANT OPERATING EXPENSES:** Landlord shall provide, during normal business hours, to the extent applicable and not separately metered to the Premises, water, gas, power and electric current to the Premises. Tenant shall pay for all telephone, broadband, cable, security alarm services and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Tenant, together with any taxes thereon. Under no circumstances shall Landlord be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Premises. No such failure or interruption shall entitle Tenant to terminate this Lease.

Tenant shall be responsible and directly pay for all other charges, including, but not limited to, Town permit fees, fees for any regulatory licenses or inspections, or other governmental charges such as unsecured business property tax, possessory interest tax, or ABC permits.

5. **Taxes, Assessments, Fees, and Charges:** The property interests created by this Lease may be subject to property taxation and Tenant, in whom the possessory interest is vested, will be responsible for the timely payment of any property taxes levied on such possessory interest. Tenant agrees to pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the state, county, city or any tax or assessment levying body against the transfer of the leasehold interest hereunder upon recordation or otherwise, or upon any activity carried on under this Lease, any interest in this Lease or any possessory right which Tenant may have in or to the Premises by reason of its use or occupancy thereof or otherwise

Tenant specifically acknowledges that, in accordance with Revenue and Taxation Code Section 107.6, the Premises may be subject to possessory interest tax and that Tenant is responsible for any possessory interest tax levied on Tenant's leasehold interest in the Premises.

6. **TERM:**

Lease: is for a term of 3 years (36 months) and terminates on June 30, 2025 at 6:00 PM.

7. **EXTENSION OPTION:** Provided Tenant has not been late in payment of rent more than 2 times in a calendar year, Tenant shall have one (1) option to extend the Term of the Lease beyond the expiration date for an additional period of twenty-four (24) months by giving Landlord and the Town's Property Manager a written notice of such election no later than 90 days prior to the expiration of the Lease. The option to exercise the extension notice shall be given by certified or registered mail (return receipt requested) or by Federal Express, United Parcel Service or other overnight courier service which obtains personal signatures upon delivery. If Landlord does not receive the notification to extend the term within the time period provided above, all rights under the extension option shall terminate. Tenant shall have no right to exercise the extension option notwithstanding any provision to the contrary while Tenant is in default of the Lease beyond any applicable cure period.

   A. **Monthly Base Rent During Extended Term:** Monthly Base Rent for the extended term shall be 3% increase of prior base year with annual increase of three percent 3% per year.

8. **SECURITY DEPOSIT:**

   A. Tenant agrees to pay Landlord $4,000 as a security deposit.

   B. All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; **(iii)** broom clean the

Premises, if necessary, upon termination of tenancy; and **(iv)** cover any other unfulfilled obligation of **Tenant. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: **(i)** furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and **(ii)** return any remaining portion of security deposit to Tenant.

C. No interest will be paid on security deposit.

9. **PARKING:** There shall be no assigned parking spaces associated with this Lease.

10. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. Therefore, if Town does not receive any installment of rent due from Tenant within ten (10) days after the date such rent is due, Tenant shall pay to Town an additional sum of five percent (5%) of the overdue rent as a late charge. The parties agree this late charge represents a fair and reasonable estimate of the costs Town will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Town from extending any of the other rights and remedies available to Town.

    Landlord's right to collect a late charge or NSF fee shall not be deemed an extension of the date Rent is due under section 2.

11. **CONDITION OF PREMISES:** Landlord warrants that the Premises will be in the following condition on delivery:

    Tenant acknowledges that Landlord has made no representation or warranty with respect to the Premises, or the suitability of the Premises for the conduct of the Tenant's business, nor has Landlord agreed to undertake any modification, alteration or improvement to the Premises except as provided in this Lease. The taking of possession of the Premises by Tenant shall conclusively establish that the Premises was at such time in satisfactory condition. Tenant shall be solely responsible for any and all costs and/or expenses associated with improvements to the Premises relative to this Lease.

    Tenant has examined the Premises and acknowledges that Premises is clean and in operative condition.

    Tenant is responsible for the immediate notification to Landlord of maintenance, loss, damage or any other issues related to the Premises as indicated:

    Maintenance Issues, - Public Works, 408-399-5770

    Claims - First, Tenant insurer as stated in Lease

Secondly, the Town Attorney's Department, 408-354-6818
All other questions – Town Manager's Office, 408-354-6836

12. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. **USE:** The Premises are for the sole use as specified:

    A. **Use of the Premises**: Retail

    B. **Exclusive Use:** Tenant shall have the right to use the Premises for the sale of high end designer clothing. Tenant shall have exclusive use of the Premises for the uses allowed under this Article, except that Landlord shall be allowed entry on the Premises to conduct necessary maintenance and repairs within its responsibility and as otherwise allowed under this Lease. No other use is permitted without Landlord's prior written consent. Tenant will comply with all Laws affecting its use of the Premises.

14. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises. Tenant shall have access to operate the use upon the Premises twenty-four (24) hours a day, seven (7) days a week.

15. **MAINTENANCE:**

    A. Tenant shall professionally maintain the interior of the Premises. If Tenant fails to maintain the interior of the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost. Tenant shall be responsible for all expenses for maintenance, repair, replacement and all other associated expenses for all interior tenant improvements in the Premises, including but not limited to floors, walls, and fixtures.

    B. Landlord shall maintain the roof, foundation, exterior walls, common areas and exterior of the Premises and keep glass, windows and doors in operable and safe condition. Landlord will warrant the good operating condition of the HVAC and electrical systems serving the premises for the lease term.

16. **LOSS OF KEY:** Loss of any key will result in re-keying of lock with all costs to re-key paid for by Tenant.

17. **TENANT IMPROVEMENTS:** Tenant shall be responsible for all improvements essential to their business operation.

18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to law and with required permits. Tenant shall give Landlord advance notice of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises. The Premises have been offered and accepted in an "as is" condition. Any Tenant alterations will be made at Tenant's expense.

19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.

20. **PREVAILING WAGES:** Tenant understands that any improvements to the Premises paid for in whole or in part out of public funds will require the payment of prevailing wages in accordance with California Labor Code Sections 1720 et seq. and that, in the event that improvements are paid for in whole or in part out of public funds, Tenant will be responsible for compliance with state prevailing wage laws.

21. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours' notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.

22. **SIGNS:** Tenant authorizes Landlord to place a FOR LEASE sign on the Premises within the 30 day period preceding the termination of the Lease. Tenant may install signs in conformance with the Town's sign ordinance.

23. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this Lease or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, Lease, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this Lease. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written Lease with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this Lease.

24. **POSSESSION:** If Landlord is unable to deliver possession of Premises on July 1, 2022, the rent commencement date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in section 5. If Landlord is unable to deliver possession within 90 **calendar days** after July 1,

2022, Tenant may terminate this Lease by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.

25. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of this Lease, Tenant shall: **(i)** give Landlord all copies of all keys or opening devices to Premises, including restroom and any common areas; **(ii)** vacate Premises and surrender it to Landlord empty of all persons and personal property; **(iv)** deliver Premises to Landlord in the same condition as referenced in section 11; **(v)** clean Premises; and **(vi)** give written notice to Landlord of Tenant's forwarding address. All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

26. **DEFAULT:**

A. **Event of Default:** The occurrence of any of the following shall constitute an Event of Default of this Lease by Tenant:

(i) The failure of Tenant to pay or cause to be paid within 10 days after receipt of written notice from Landlord, any Rent or charges required by this Lease to be paid by Tenant;

(ii) The abandonment of the Premises by Tenant;

(iii) The failure of Tenant to do or cause to be done any act, other than payment of rent, monies, or charges, required by this Lease within 30 days after written notice thereof to Tenant or such longer period as may be reasonably required to complete such cure so long as such cure is promptly commenced within such 30-day period and thereafter diligently and continuously prosecuted to completion;

(iv) Tenant causing, permitting, or suffering, without the prior written consent of Landlord, any act when this Lease requires Landlord's prior written consent or prohibits such act, and failing to cure such act within 10 days after written notice thereof to Tenant; or

(v) Any act of bankruptcy caused, suffered, or permitted by Tenant that is not discharged within 60 days. For the purposes of this Lease, "act of bankruptcy" shall include any of the following: i) Any general assignment or general arrangement for the benefit of creditors; ii) The filing of any petition by or against Tenant to have Tenant adjudged a bankrupt; iii) The appointment of a trustee or receiver to take possession of substantially all of Tenant's assets; iv) The attachment, execution, or other judicial seizure of substantially all of Tenant's assets;

(vi) The failure of Tenant to maintain insurance coverage as defined in section 31 of this Lease.

B. In the event of a Tenant default in the payment of any installment of Rent, which default continues for ten (10) days after notice to Tenant and demand in writing by Landlord to correct such default, or, in the event of any other default which continues for thirty (30) days after notice from Landlord to Tenant, or if Tenant abandons the Premises prior to the expiration of the Term provided for in this Lease, the Landlord may at his option pursue the Default Remedies contained in this Lease.

C. **Default Remedies:** If an Event of Default shall occur and continue, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and bring suit against Tenant and recover as an award in such suit the following:

(i) the worth at the time of award of the unpaid Rent and all other sums due hereunder which had been earned at the time of termination;

(ii) the worth at the time of award of the amount by which the unpaid Rent and all other sums due hereunder which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;

(iii) the worth at the time of award of the amount by which the unpaid Rent and all other sums due hereunder for the balance of the term after termination exceeds the amount of such rental loss that Tenant proves could be reasonably avoided;

(iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease; and

(v) such amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

27. DAMAGE TO PREMISES: If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this section, this Lease shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this Lease by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Rent prorated on a 30-day basis. If this Lease is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

28. HAZARDOUS MATERIALS: Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.

29. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this Lease as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.

30. **INDEMNIFICATION:** Tenant agrees to indemnify, and hold harmless Landlord, and its officers, officials, agents, and employees, from any and all liabilities, claims, demands, actions, losses, damages, and costs, including all costs of defense thereof and any award of attorney's fees, caused by, arising out of, or in any way related to Tenant's use or occupancy of the leased premises. Tenant agrees to defend Landlord against any such claims.

31. **INSURANCE:** Tenant shall procure and maintain for the duration of the Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Tenant's operation and use of the Premises, as described in this section. The cost of such insurance shall be borne by the Tenant.

A. **Minimum Scope Of Insurance:**

- Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- Workers' compensation insurance as required by the State of California and Employer's Liability insurance (for tenants with employees).
- Property insurance against all risks of loss to any tenant improvements or betterments.

B. **Minimum Limits Of Insurance:** Tenant shall maintain limits no less than:

- General liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Employer's liability: $1,000,000 per accident for bodily injury or disease.
- Property insurance: Full replacement cost with no coinsurance penalty provision.

C. **Deductibles And Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the Landlord. At the option of the Landlord, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Landlord, its officers, officials, agents, and employees; or the Tenant shall provide a financial guarantee satisfactory to the Landlord guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. **Other Insurance Provisions:** The general liability policy is to contain, or be endorsed to contain, the following provisions:

- The Landlord, its officers, officials, agents, and employees are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the Tenant.

- The Tenant's insurance coverage shall be primary insurance as respects the Landlord, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the Landlord, its officers, officials, agents and employees shall be excess of the Tenant's insurance and shall not contribute with it.

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the Landlord.

E. **Acceptability Of Insurer:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. **Verification Of Coverage:** Tenant shall furnish Landlord with the original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Landlord or on other than the Landlord's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Landlord before taking possession of the Premises. The Landlord reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

32. TENANT REPRESENTATIONS; CREDIT: Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this Lease. Landlord may cancel this Lease: **(i)** before occupancy begins, upon disapproval of the credit report(s); or **(ii)** at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this Lease.

33. DISPUTE RESOLUTION:

D. **Mediation:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this Lease, or any resulting transaction, before resorting to court action, subject to subsection (1) below. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

(1) **Exclusions From Mediation:** The following matters are excluded from Mediation hereunder:

(i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or Installment land sale contract as defined in Civil Code §2985; **(ii)** an unlawful detainer action; **(iii)** the filing or enforcement of a mechanic's lien; **(iv)** any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and **(v)** an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation provision.

34. NOTICE: Notices may be served by certified mail, email, or courier at the following address or location or at any other location subsequently designated:

Landlord: Town of Los Gatos
Attn: Arn Andrews
Assistant City Manager
110 E. Main Street.,
Los Gatos, CA 95030
408-354-6836

Tenant: Franco Masoma
Attn: Anwar and
Masoma Shoja,
dba Franco
Masoma
TBD

Notice is deemed effective upon the earliest of the following: **(i)** personal receipt by either party or their agent; or **(ii)** written acknowledgement of notice.

35. WAIVER: The waiver of any Event of Default shall not be construed as a continuing waiver of the same Event of Default or a waiver of any subsequent Event of Default.

36. OTHER TERMS AND CONDITIONS/SUPPLEMENTS: Exhibit A – Leased Premises, Exhibit B – Floor Plan

37. NONDISCRIMINATION: The Tenant herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises nor shall the Tenant himself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the Premises.

38. ENTIRE CONTRACT: All prior agreements between Landlord and Tenant are incorporated in this Lease, which constitutes the entire contract. It is intended as a final expression of

the parties' agreement, and may not be contradicted by evidence of any prior Lease or contemporaneous oral agreement. The parties further intend that this Lease constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Lease. Any amendment to this Lease must be in writing.

39. **SEVERABILITY:** Any provision of this Lease that is held to be invalid shall not affect the validity or enforceability of any other provision in this Lease.

40. **BINDING ON SUCCESSORS:** This Lease shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

41. **GOVERNING LAW AND VENUE:** This Lease is governed by the laws of the State of California and, in the event of litigation, venue will be in the County of Santa Clara.

IN WITNESS WHEREOF, TOWN OF LOS GATOS and ANWAR and MASOMA SHOJA have executed this LEASE.

LANDLORD
TOWN OF LOS GATOS

DocuSigned by:
Laurel Prevetti 10/11/2022
853FEEA2FB39470...
Laurel Prevetti, Town Manager

TENANT
ANWAR and MASOMA SHOJA

DocuSigned by:
72A43358C52B4F4...
Anwar Shoja

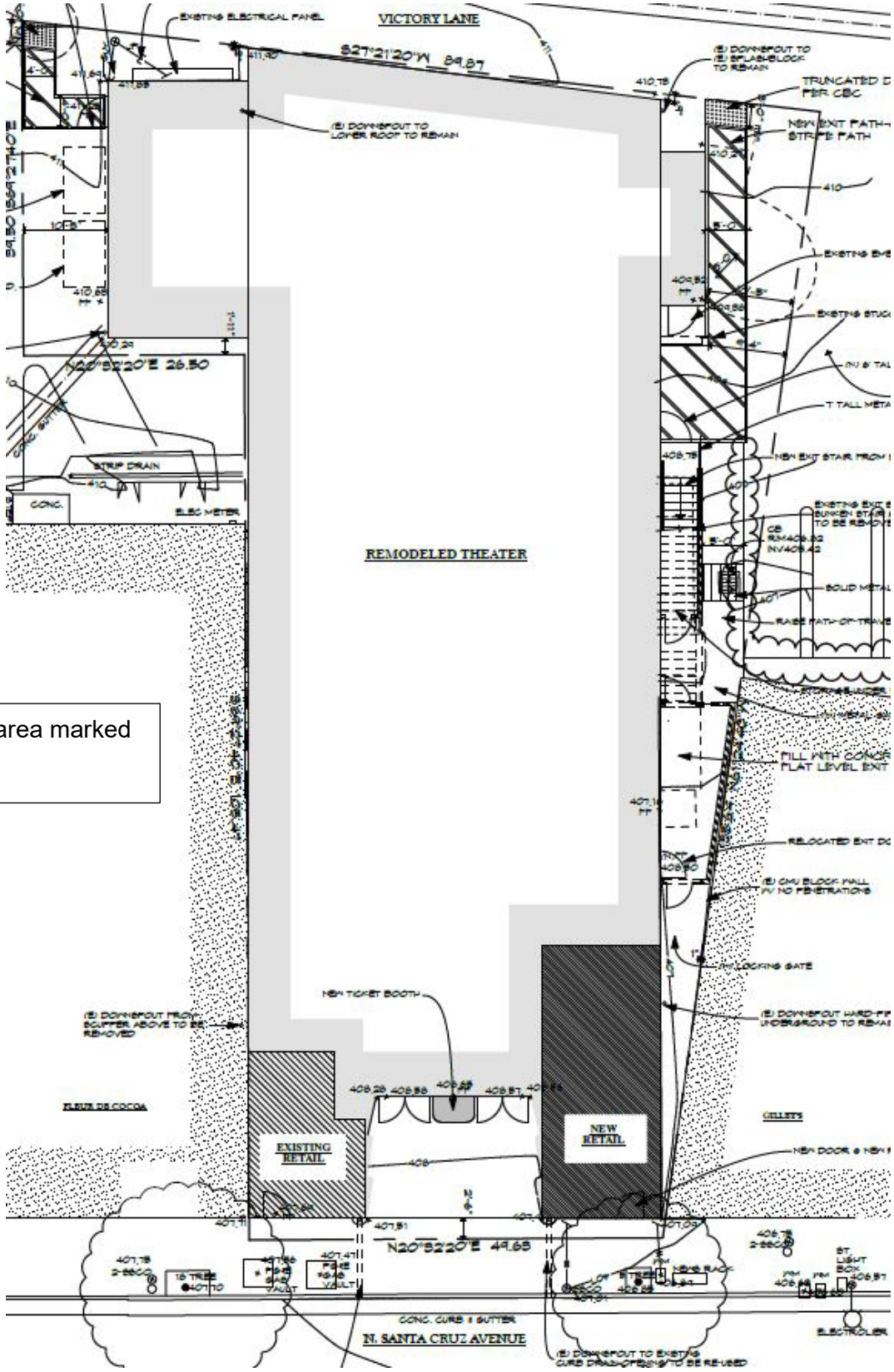
DocuSigned by:
72A43358C52B4F4...
Masoma Shoja

APPROVED AS TO FORM:

DocuSigned by:
Gabrielle Whelan
EFD6738A5534428...
Gabrielle Whelan, Town Attorney

DocuSign Envelope ID: 6C08F9EC-DA80-4D89-A5CC-56BB7F00A5BB

EXHIBIT A
PREMISES



Premises consist of the area marked "New Retail"

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EXHIBIT A
PREMISES

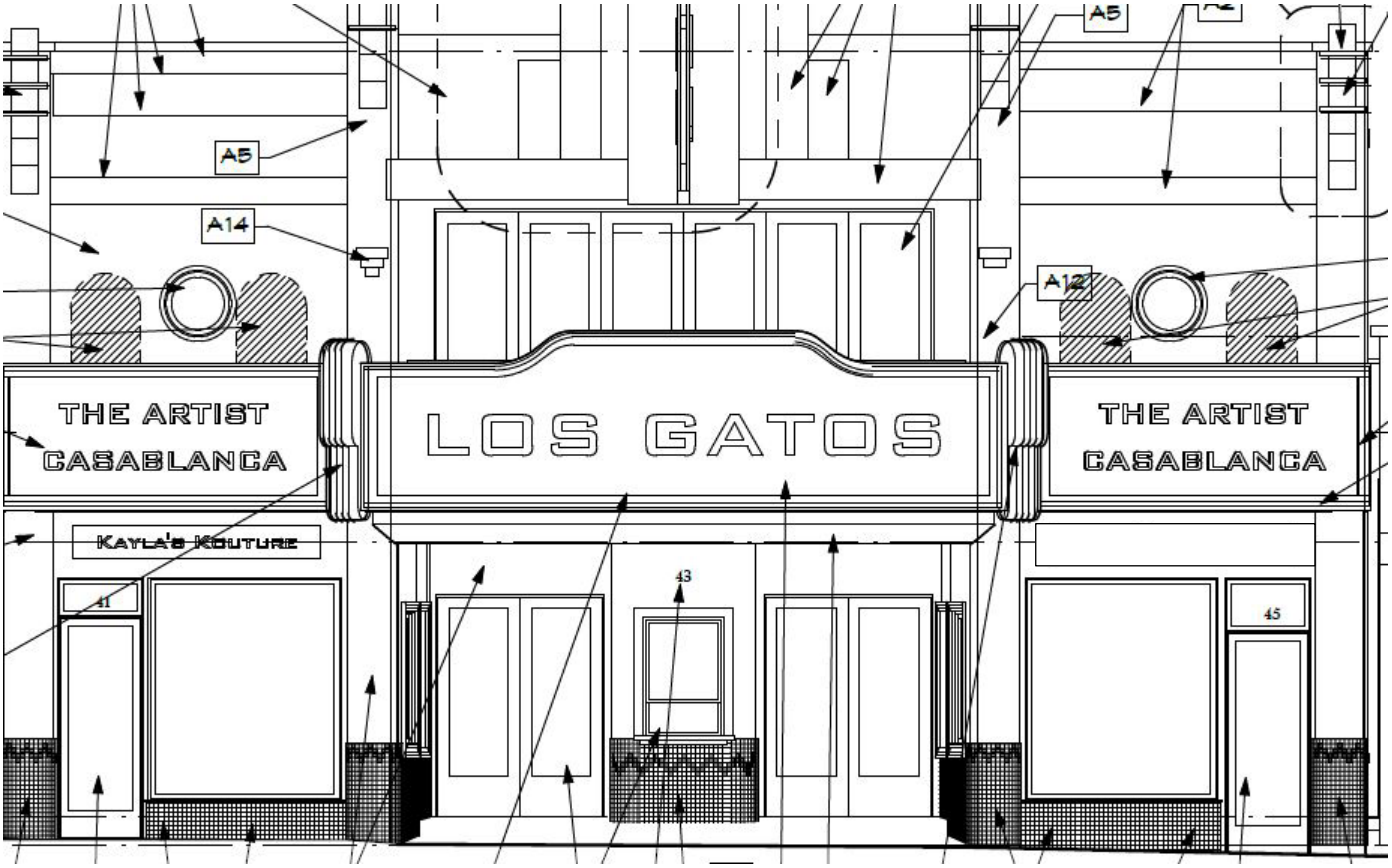

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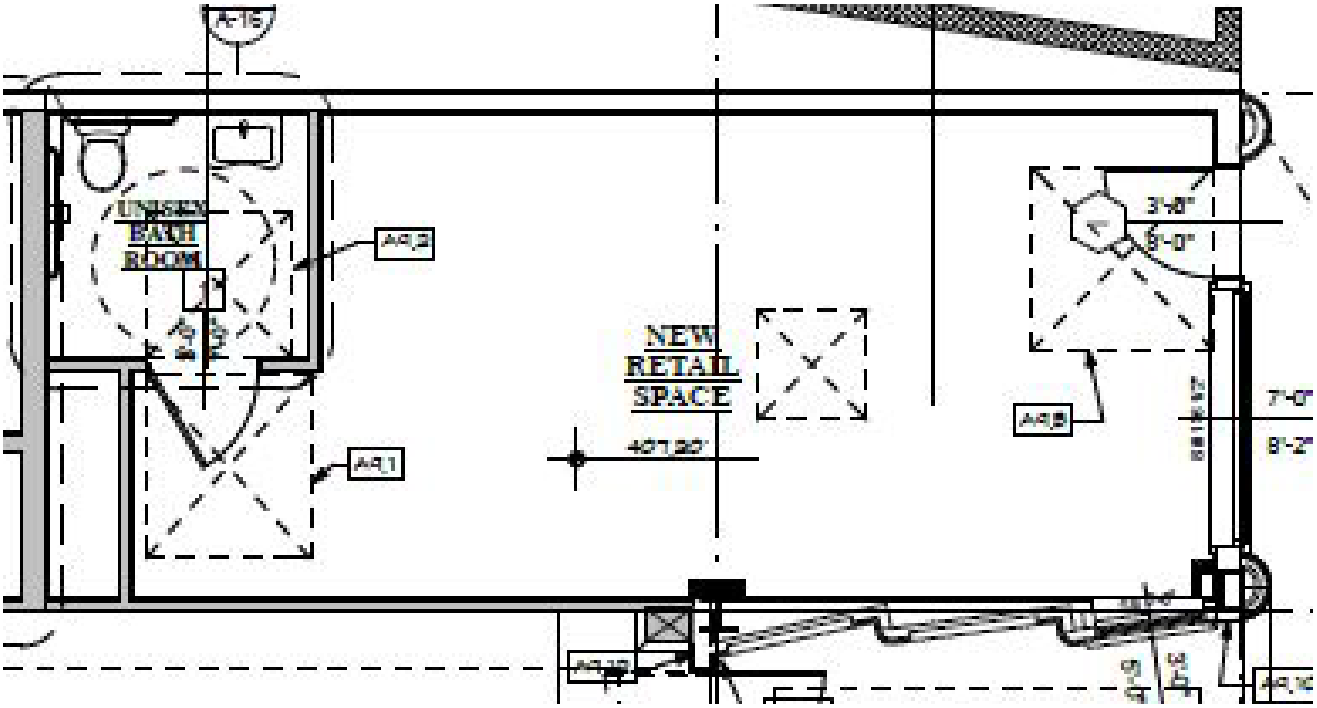
Exhibit B
FLOOR PLAN



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LEASE AGREEMENT BETWEEN TOWN OF LOS GATOS AND ANWAR and MASOMA SHOJA

Landlord: Town of Los Gatos

Tenant: Anwar and Masoma Shoja, as sole proprietors, dba Franco Masoma

Premises: Approximately four hundred twenty-five (425) square feet of space within the Los Gatos Theatre Building (as more particularly defined in the Lease) comprising of 41, 43 and 45 N. Santa Cruz Avenue in Los Gatos, California 95030 in the Town of Los Gatos, Santa Clara County, California ("Property"). Consists of the area marked “New Retail Space” in Exhibit A.

Lease Term: 36 months

Lease Commencement Date: July 1, 2025

Rent Commencement Date: Rent shall begin on the date of lease commencement. Rent is established at $7.65 per square foot, rounding to the nearest dollar for monthly rent, and increasing by 3% annually in July.

Base Rent Schedule:

Year	Monthly Base Rent	Annual Base Rent
Year 1 (Months 1-12)	$3,251	$39,012
Year 2 (Months 13-24)	$3,349	$40,188
Year 3 (Months 25-36)	$3,449	$41,388

Option to Extend: At the discretion of the Landlord, one (1) twenty-four (24) month option to extend at a 3% increase of prior base year, with at least 90-day written notice from the tenant asking for the extension.

Permitted Use: Retail

Landlord’s Address: The Town of Los Gatos – 110 E. Main Street, Los Gatos, California 95030, Attention: Finance Department

Landlord's Telephone: 408-354-6836

Property Manager: Town of Los Gatos Attn: Katy Nomura, Assistant Town Manager

Tenant Address: 77 N Almaden Ave, San Jose, CA 95110

Tenant Telephone: 408-828-7966

Lease Exhibits:

Exhibit A: Premises
Exhibit B: Floor Plan

Town of Los Gatos ("Landlord") and Anwar and Masoma Shoja, as sole proprietors, dba Franco Masoma ("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, an approximately four hundred twenty-five (425) square feet of space within the Los Gatos Theatre Building comprising 45 N. Santa Cruz Avenue in Los Gatos, California 95030 in the Town of Los Gatos, Santa Clara County, California ("Property"). Consists of the area marked "New Retail Space" in Exhibit A.

2. **BASE RENT:** Beginning on July 1, 2025, Tenant agrees to pay a monthly Base Rent ("Base Rent") at the rate of $3,251 per month, with a 3 percent annual increase effective July 1 of each year. The base rent schedule shall be as follows:

Months	Monthly Base Rent	Annual Base Rent
1-12	$3,251	$39,012
13-24	$3,349	$40,188
25-36	$3,449	$41,388

3. **RENT:**

   A. **Definition:** "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of this Lease, except security deposit.

B. **Payment:** Rent shall be paid at Los Gatos Town Hall, Finance Department, or at any other location specified by Landlord in writing to Tenant.

C. **Timing:** Rent is payable in advance on the **1st day** of each calendar month and is delinquent **10 days after.**

4. **TENANT OPERATING EXPENSES:** Landlord shall provide, during normal business hours, to the extent applicable and not separately metered to the Premises, water, gas, power and electric current to the Premises. Tenant shall pay for all telephone, broadband, cable, security alarm services and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Tenant, together with any taxes thereon. Under no circumstances shall Landlord be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Premises. No such failure or interruption shall entitle Tenant to terminate this Lease.

   Tenant shall be responsible and directly pay for all other charges, including, but not limited to, Town permit fees, fees for any regulatory licenses or inspections, or other governmental charges such as unsecured business property tax, possessory interest tax, or ABC permits.

   Tenant agrees to work cooperatively with the Landlord to reduce water, gas, and electricity expenses. Tenant will act in good faith to conserve energy and reduce these expenses.

5. **TAXES, ASSESSMENTS, FEES, AND CHARGES:** The property interests created by this Lease may be subject to property taxation and Tenant, in whom the possessory interest is vested, will be responsible for the timely payment of any property taxes levied on such possessory interest. Tenant agrees to pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the state, county, city or any tax or assessment levying body against the transfer of the leasehold interest hereunder upon recordation or otherwise, or upon any activity carried on under this Lease, any interest in this Lease or any possessory right which Tenant may have in or to the Premises by reason of its use or occupancy thereof or otherwise

   Tenant specifically acknowledges that, in accordance with Revenue and Taxation Code Section 107.6, the Premises may be subject to possessory interest tax and that Tenant is responsible for any possessory interest tax levied on Tenant's leasehold interest in the Premises.

6. **TERM:**

Lease: is for a term of 3 years (36 months) and terminates on June 30, 2028 at 6:00 PM.

7. **EXTENSION OPTION:** Provided Tenant has not been late in payment of rent more than 2 times in a calendar year, Tenant shall have one (1) option to extend the Term of the Lease beyond the expiration date for an additional period of twenty-four (24) months by giving Landlord and the Town's Property Manager a written notice of such election no later than 90 days prior to the expiration of the Lease. The option to exercise the extension notice shall be given by certified or registered mail (return receipt requested) or by Federal Express, United Parcel Service or other overnight courier service which obtains personal signatures upon delivery. If Landlord does not receive the notification to extend the term within the time period provided above, all rights under the extension option shall terminate. Tenant shall have no right to exercise the extension option notwithstanding any provision to the contrary while Tenant is in default of the Lease beyond any applicable cure period.

   A. **Monthly Base Rent During Extended Term:** Monthly Base Rent for the extended term shall include a 3% increase of prior base year with an annual increase of three percent 3% per year.

8. **SECURITY DEPOSIT:**

   A. Tenant agrees to pay Landlord $4,000 as a security deposit.

   B. All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; **(iii)** broom clean the Premises, if necessary, upon termination of tenancy; and **(iv)** cover any other unfulfilled obligation of **Tenant. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: **(i)** furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and **(ii)** return any remaining portion of security deposit to Tenant.

   C. No interest will be paid on security deposit.

9. **PARKING:** There shall be no assigned parking spaces associated with this Lease.

10. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. Therefore, if Town does not receive any installment of rent due from Tenant within ten (10) days after the date such rent is due, Tenant shall pay to Town an additional sum of five percent (5%) of the overdue rent as a late charge. The parties agree this late charge represents a fair and reasonable estimate of the costs Town will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Town from extending any of the other rights and remedies available to Town.

    Landlord's right to collect a late charge or NSF fee shall not be deemed an extension of the date Rent is due under section 2.

11. **CONDITION OF PREMISES:** Landlord warrants that the Premises will be in the following condition on delivery:

    Tenant acknowledges that Landlord has made no representation or warranty with respect to the Premises, or the suitability of the Premises for the conduct of the Tenant's business, nor has Landlord agreed to undertake any modification, alteration or improvement to the Premises except as provided in this Lease. The taking of possession of the Premises by Tenant shall conclusively establish that the Premises was at such time in satisfactory condition. Tenant shall be solely responsible for any and all costs and/or expenses associated with improvements to the Premises relative to this Lease.

    Tenant has examined the Premises and acknowledges that Premises is clean and in operative condition.

    Tenant is responsible for the immediate notification to Landlord of maintenance, loss, damage or any other issues related to the Premises as indicated:

    Maintenance Issues, - Public Works, 408-399-5770 Claims

    - First, Tenant insurer as stated in Lease
    Secondly, the Town Attorney's Department, 408-354-6818
    All other questions – Town Manager's Office, 408-354-6836

12. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. USE: The Premises are for the sole use as specified:

A. Use of the Premises: Retail

B. **Exclusive Use:** Tenant shall have the right to use the Premises for the sale of high end designer clothing. Tenant shall have exclusive use of the Premises for the uses allowed under this Article, except that Landlord shall be allowed entry on the Premises to conduct necessary maintenance and repairs within its responsibility and as otherwise allowed under this Lease. No other use is permitted without Landlord's prior written consent. Tenant will comply with all Laws affecting its use of the Premises.

14. RULES/REGULATIONS: Tenant agrees to comply with all rules and regulations of Landlord that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises. Tenant shall have access to operate the use upon the Premises twenty-four (24) hours a day, seven (7) days a week.

15. MAINTENANCE:

A. Tenant shall professionally maintain the interior of the Premises. If Tenant fails to maintain the interior of the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost. Tenant shall be responsible for all expenses for maintenance, repair, replacement and all other associated expenses for all interior tenant improvements in the Premises, including but not limited to floors, walls, and fixtures.

B. Landlord shall maintain the roof, foundation, exterior walls, common areas and exterior of the Premises and keep glass, windows and doors in operable and safe condition. Landlord will warrant the good operating condition of the HVAC and electrical systems serving the premises for the lease term.

16. LOSS OF KEY: Loss of any key will result in re-keying of lock with all costs to re-key paid for by Tenant.

17. **TENANT IMPROVEMENTS:** Tenant shall be responsible for all improvements essential to their business operation.

18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to law and with required permits. Tenant shall give Landlord advance notice of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises. The Premises have been offered and accepted in an "as is" condition. Any Tenant alterations will be made at Tenant's expense.

19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.

20. **PREVAILING WAGES:** Tenant understands that any improvements to the Premises paid for in whole or in part out of public funds will require the payment of prevailing wages in accordance with California Labor Code Sections 1720 et seq. and that, in the event that improvements are paid for in whole or in part out of public funds, Tenant will be responsible for compliance with state prevailing wage laws.

21. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours' notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.

22. **SIGNS:** Tenant authorizes Landlord to place a FOR LEASE sign on the Premises within the 30 day period preceding the termination of the Lease. Tenant may install signs in conformance with the Town's sign ordinance.

23. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this Lease or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, Lease, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this Lease. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for

Landlord's approval, and, if approved, sign a separate written Lease with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this Lease**.**

Tenant understands and agrees that Landlord may assign this Lease to Cinelux Theatres Los Gatos, LLC, a California limited liability company.

24. POSSESSION: If Landlord is unable to deliver possession of Premises on July 1, 2025, the rent commencement date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in section 5. If Landlord is unable to deliver possession within 90 **calendar days** after July 1, 2025, Tenant may terminate this Lease by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.

25. TENANT'S OBLIGATIONS UPON VACATING PREMISES: Upon termination of this Lease, Tenant shall: **(i)** give Landlord all copies of all keys or opening devices to Premises, including restroom and any common areas; **(ii)** vacate Premises and surrender it to Landlord empty of all persons and personal property; **(iv)** deliver Premises to Landlord in the same condition as referenced in section 11; **(v)** clean Premises; and **(vi)** give written notice to Landlord of Tenant's forwarding address. All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

26. DEFAULT:

A. <u>Event of Default:</u> The occurrence of any of the following shall constitute an Event of Default of this Lease by Tenant:

(i) The failure of Tenant to pay or cause to be paid within 10 days after receipt of written notice from Landlord, any Rent or charges required by this Lease to be paid by Tenant;

(ii) The abandonment of the Premises by Tenant;

(iii) The failure of Tenant to do or cause to be done any act, other than payment of rent, monies, or charges, required by this Lease within 30 days after written notice thereof to Tenant or such longer period as may be reasonably required to complete such cure so long as such cure is promptly

commenced within such 30-day period and thereafter diligently and continuously prosecuted to completion;

(iv) Tenant causing, permitting, or suffering, without the prior written consent of Landlord, any act when this Lease requires Landlord's prior written consent or prohibits such act, and failing to cure such act within 10 days after written notice thereof to Tenant; or

Any act of bankruptcy caused, suffered, or permitted by Tenant that is not discharged within 60 days. For the purposes of this Lease, "act of bankruptcy" shall include any of the following: i) Any general assignment or general arrangement for the benefit of creditors; ii) The filing of any petition by or against Tenant to have Tenant adjudged a bankrupt; iii) The appointment of a trustee or receiver to take possession of substantially all of Tenant's assets;

(v) The attachment, execution, or other judicial seizure of substantially all of Tenant's assets;

(vi) The failure of Tenant to maintain insurance coverage as defined in section 31 of this Lease.

a. In the event of a Tenant default in the payment of any installment of Rent, which default continues for ten (10) days after notice to Tenant and demand in writing by Landlord to correct such default, or, in the event of any other default which continues for thirty (30) days after notice from Landlord to Tenant, or if Tenant abandons the Premises prior to the expiration of the Term provided for in this Lease, the Landlord may at his option pursue the Default Remedies contained in this Lease.

b. **Default Remedies:** If an Event of Default shall occur and continue, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and bring suit against Tenant and recover as an award in such suit the following:

i. the worth at the time of award of the unpaid Rent and all other sums due hereunder which had been earned at the time of termination;
ii. the worth at the time of award of the amount by which the unpaid Rent and all other sums due hereunder which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;
iii. the worth at the time of award of the amount by which the unpaid Rent and all other sums due hereunder for the balance of the term after termination

exceeds the amount of such rental loss that Tenant proves could be reasonably avoided;

iv. any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease; and

v. such amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

27. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this section, this Lease shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this Lease by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Rent prorated on a 30-day basis. If this Lease is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

28. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.

29. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this Lease as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.

30. **INDEMNIFICATION:** Tenant agrees to indemnify, and hold harmless Landlord, and its officers, officials, agents, and employees, from any and all liabilities, claims, demands, actions, losses, damages, and costs, including all costs of defense thereof and any award of attorney’s fees, caused by, arising out of, or in any way related to Tenant’s use or occupancy of the leased premises. Tenant agrees to defend Landlord against any such claims.

31. INSURANCE: Tenant shall procure and maintain for the duration of the Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Tenant's operation and use of the Premises, as described in this section. The cost of such insurance shall be borne by the Tenant.

A. Minimum Scope Of Insurance:

- Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- Workers' compensation insurance as required by the State of California and Employer's Liability insurance (for tenants with employees).
- Property insurance against all risks of loss to any tenant improvements or betterments.

B. Minimum Limits Of Insurance: Tenant shall maintain limits no less than:

- General liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Employer's liability: $1,000,000 per accident for bodily injury or disease (for tenants with employees).
- Property insurance: Full replacement cost with no coinsurance penalty provision.

C. Deductibles And Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Landlord. At the option of the Landlord, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Landlord, its officers, officials, agents, and employees; or the Tenant shall provide a financial guarantee satisfactory to the Landlord guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. Other Insurance Provisions: The general liability policy is to contain, or be endorsed to contain, the following provisions:

- The Landlord, its officers, officials, agents, and employees are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the Tenant.

- The Tenant's insurance coverage shall be primary insurance as respects the Landlord, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the Landlord, its officers, officials, agents and employees shall be excess of the Tenant's insurance and shall not contribute with it.

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the Landlord.

E. **Acceptability Of Insurer:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. **Verification Of Coverage:** Tenant shall furnish Landlord with the original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Landlord or on other than the Landlord's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Landlord before taking possession of the Premises. The Landlord reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

32. TENANT REPRESENTATIONS; CREDIT: Tenant warrants that all information provided to Landlord is accurate. Tenant authorizes Landlord to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this Lease. Landlord may cancel this Lease: **(i)** before occupancy begins, upon disapproval of the credit report(s); or **(ii)** at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this Lease.

33. DISPUTE RESOLUTION:

D. **Mediation:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this Lease, or any resulting transaction, before resorting to court action, subject to subsection (1) below. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which

this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

(1) Exclusions From Mediation: The following matters are excluded from Mediation hereunder:
(i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or Installment land sale contract as defined in Civil Code §2985; **(ii)** an unlawful detainer action; **(iii)** the filing or enforcement of a mechanic's lien; **(iv)** any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and **(v)** an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation provision.

34. NOTICE: Notices may be served by certified mail, email, or courier at the following address or location or at any other location subsequently designated:

Landlord: Town of Los Gatos
Attn: Katy Nomura
Assistant City Manager
110 E. Main Street,
Los Gatos, CA 95030
408-354-6836

Tenant: Franco Masoma
Attn: Anwar and Masoma Shoja,
dba Franco Masoma
45 N. Santa Cruz Ave,
Los Gatos, CA 95030

Notice is deemed effective upon the earliest of the following: **(i)** personal receipt by either party or their agent; or **(ii)** written acknowledgement of notice.

35. WAIVER: The waiver of any Event of Default shall not be construed as a continuing waiver of the same Event of Default or a waiver of any subsequent Event of Default.

36. OTHER TERMS AND CONDITIONS/SUPPLEMENTS: Exhibit A – Leased Premises, Exhibit B – Floor Plan

37. **NONDISCRIMINATION:** The Tenant herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises nor shall the Tenant himself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the Premises.

38. **ENTIRE CONTRACT:** All prior agreements between Landlord and Tenant are incorporated in this Lease, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior Lease or contemporaneous oral agreement. The parties further intend that this Lease constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Lease. Any amendment to this Lease must be in writing**.**

39. **SEVERABILITY:** Any provision of this Lease that is held to be invalid shall not affect the validity or enforceability of any other provision in this Lease.

40. **BINDING ON SUCCESSORS:** This Lease shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

41. **GOVERNING LAW AND VENUE:** This Lease is governed by the laws of the State of California and, in the event of litigation, venue will be in the County of Santa Clara.

IN WITNESS WHEREOF, TOWN OF LOS GATOS and ANWAR and MASOMA SHOJA have executed this LEASE.

LANDLORD	TENANT
TOWN OF LOS GATOS	ANWAR and MASOMA SHOJA

Chris Constantin, Town Manager

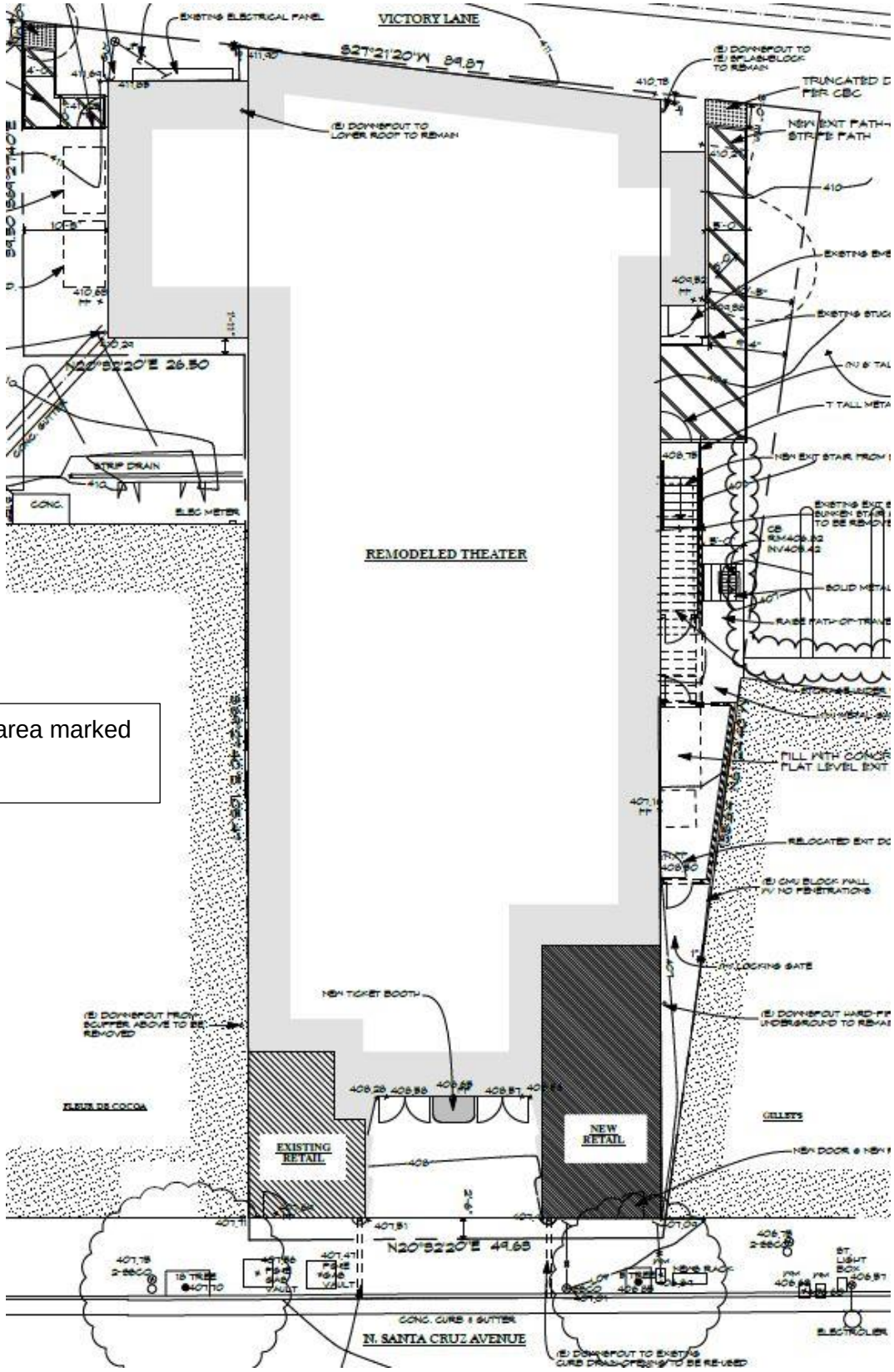
Anwar Shoja

Masoma Shoja

APPROVED AS TO FORM:

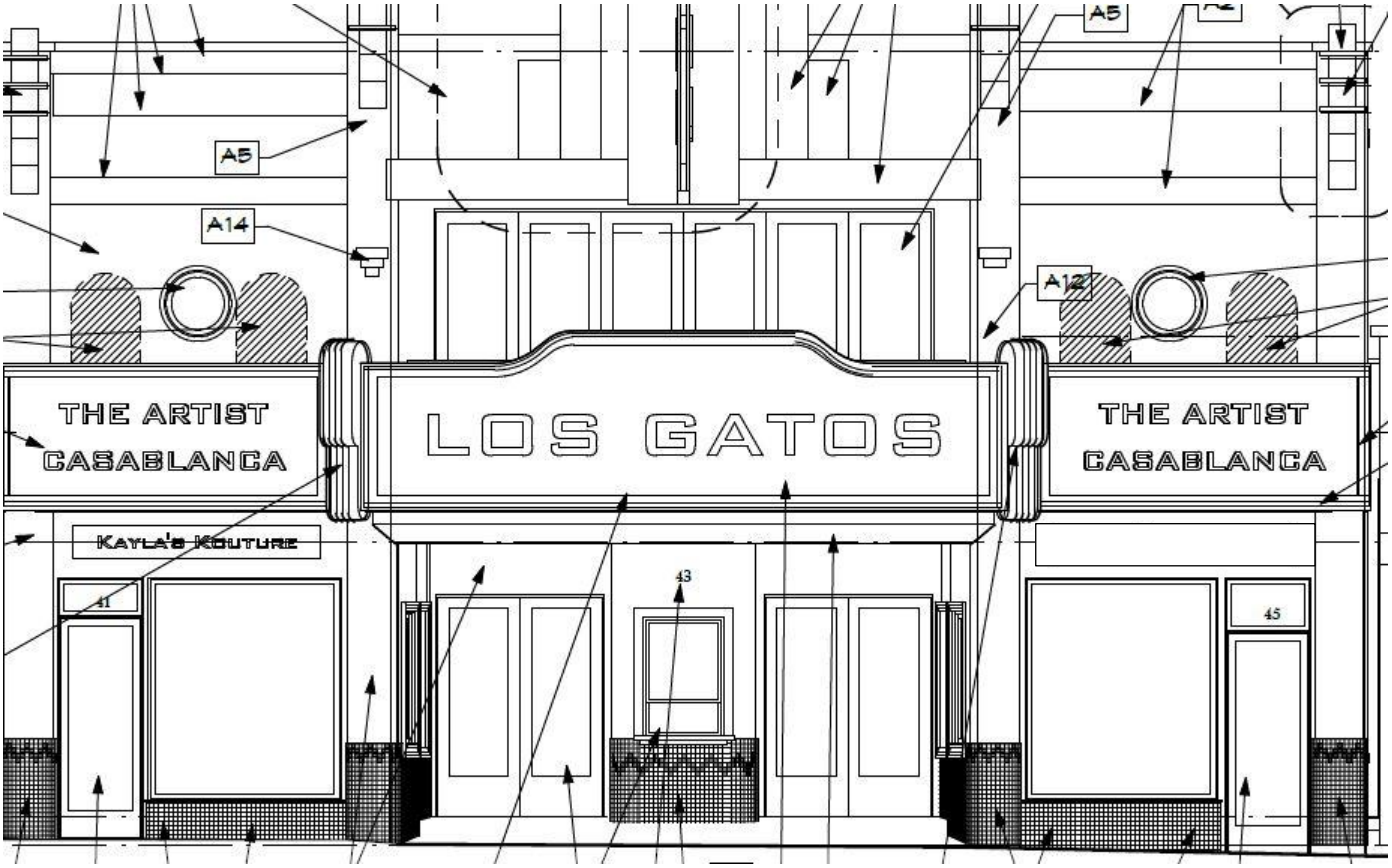
Gabrielle Whelan, Town Attorney

EXHIBIT A
PREMISES



Premises consist of the area marked "New Retail"

EXHIBIT A
PREMISES



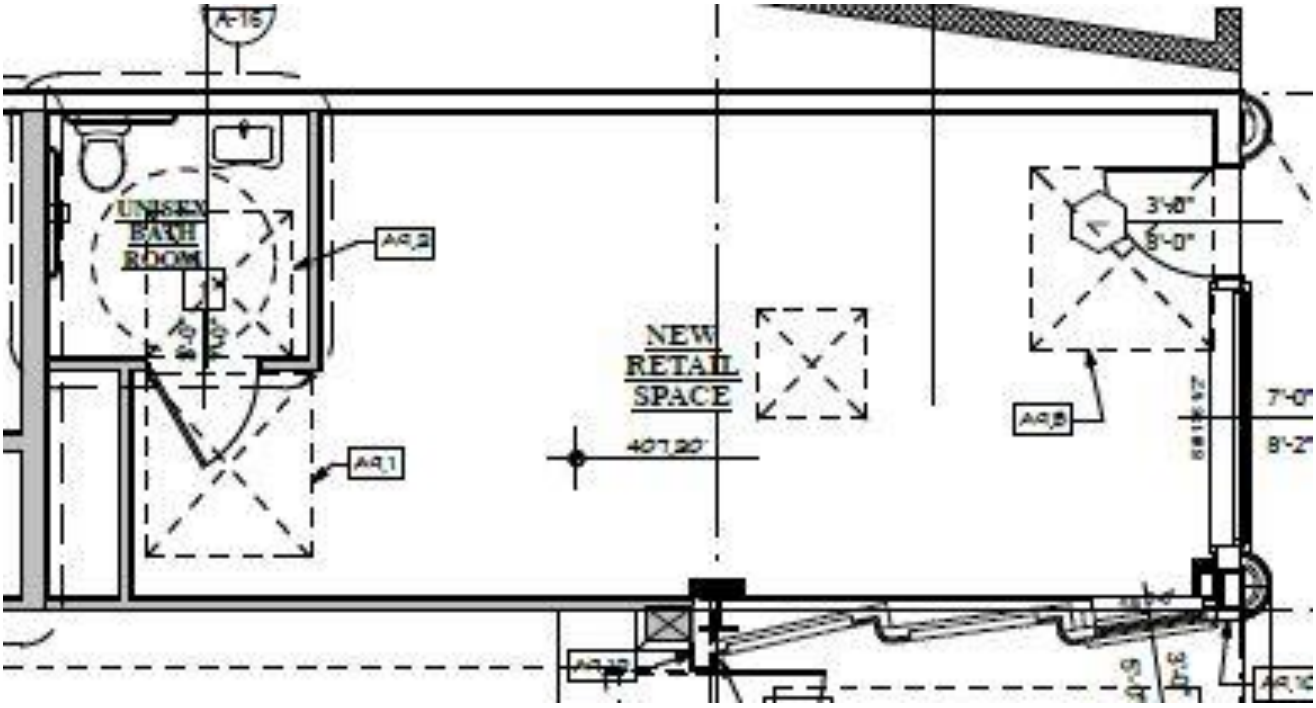


Exhibit B
FLOOR PLAN

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 6/17/1025

ITEM NO: 22

DATE: June 12, 2025

TO: Mayor and Town Council

FROM: Gabrielle Whelan, Town Attorney

SUBJECT: Authorize the Town Manager to Execute a Tolling Agreement with the Applicant for a Housing Development Project at 101 Blossom Hill Road

RECOMMENDATION:

Authorize the Town Manager to execute a tolling agreement with the applicant for a housing development project at 101 Blossom Hill Road.

BACKGROUND:

The Town is currently processing a planning application for a housing development project at 101 Blossom Hill Road.

On June 4, 2024, the applicant submitted a "preliminary application" pursuant to Government Code Section 65941.1. The submission of a preliminary application entitled the project to certain protections under the state Housing Accountability Act.

On November 26, 2024, the applicant submitted a formal planning application to the Town. In accordance with Government Code Section 65943, the Town issued its first notice of application incompleteness on December 23, 2024. On March 20, 2025, the applicant resubmitted the planning application. On April 16, 2025, the Town notified the applicant that the second resubmittal remained incomplete.

Based on the Town's reading of Government Code Section 65941.1, the project is no longer eligible for the protections afforded by a "preliminary application" under the state Housing Accountability Act. The Town is seeking declaratory relief on this issue.

On April 28, 2025, the applicant appealed the Town's incompleteness determination. Pursuant to Government Code Section 65943(c), the Town is required to hear the appeal within 60 days

PREPARED BY: Gabrielle Whelan
Town Attorney

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

of receipt. As such the hearing date was scheduled for June 17, 2025. Pursuant to Government Code Section 65943(d), the applicant and the Town may mutually agree to an extension of the time limit for the Town to hear the appeal.

DISCUSSION:

Staff recommends entering into a tolling agreement to extend the time for hearing the appeal, extending the time for the applicant to challenge the Town's determination that the project is no longer eligible for the protections afforded by the Housing Accountability Act, and remove one of the applicants from the planning application.

Because entry into this tolling agreement will toll the incompleteness appeal hearing, the hearing will not occur on the scheduled date.

CONCLUSION:

Entering into the proposed tolling agreement will permit the Town and the applicant to revisit this issue after the Town has received a judicial decision in its declaratory relief action.

COORDINATION:
This report was prepared in coordination with Community Development, the Town Attorney's Office, and the Town Manager's Office.

FISCAL IMPACT:

There is no fiscal impact associated with entering into the proposed tolling agreement.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachment:
1. Draft Tolling Agreement

TOLLING AGREEMENT
(101 Blossom Hill Road, Town of Los Gatos)

Extension of 60-Day Deadline for Town to Hear Appeal of April 16, 2025 Incompleteness Determination, Extension of 90-Day Deadline for Applicant to Resubmit Application, Tolling Agreement, and Withdrawal of Toby Long as Applicant)

This Tolling Agreement (101 Blossom Hill Road, Town of Los Gatos – Extension of 60-Day Deadline for Town to Hear Appeal of April 16, 2025 Incompleteness Determination, Extension of 90-Day Deadline for Applicant to Resubmit Application, Tolling Agreement, and Withdrawal of Toby Long as Applicant) (this "Agreement"), dated as of the date all parties sign this Agreement (the "Effective Date"), is entered into by and among Toby Long, AIA ("Long") and Lonny L. Oswalt ("Oswalt;" together with Long, "Applicant"), and the Town of Los Gatos (the "Town"). Long, Oswalt, and the Town are referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. Oswalt owns that certain real property located at 101 Blossom Hill Road, Los Gatos, CA; APN: 529-11-036 (the "Property"). The Property consists of a commercial structure located on 1.06 acres.

B. On June 4, 2024, Applicant submitted to the Town a Preliminary Application (the "Preliminary Application") under Gov. Code § 65941.1 for a project at the Property (the "Project"), proposing to demolish the existing commercial structure and construct a seven-story multi-family residential structure consisting of 63 residential units. Applicant asserts that the Project is a "builder's remedy project" as defined in the Housing Accountability Act, Gov. Code § 65589.5 et seq. ("HAA"). The Project and Town are also subject to provisions of Density Bonus Law, Gov. Code § 65915 ("DBL"), the Permit Streamlining Act, Gov. Code § 65920 et seq. ("PSA"), and other relevant provisions of state law. The submission of the Preliminary Application entitled the Project to certain protections under the HAA.

C. On November 26, 2024, Applicant submitted a project application (the "Application") to the Town under the provisions of the PSA.

D. On December 23, 2024, the Town issued to Applicant a first notice of incompleteness regarding the Application under the provisions of Gov. Code § 65943.

E. On March 20, 2025, Applicant resubmitted the Application in response to the Town's first notice of incompleteness.

F. On April 16, 2025, Joel Paulson, in his capacity as Town Community Development Director ("CDD"), issued to Applicant a letter under the provisions of Gov. Code § 65943 with a determination that the Application remained incomplete after its most recent resubmittal under the PSA. Applicant disputes this determination, believing that the Application is complete.

F. Also, on April 16, 2025, Town Planning Manager Sean Mullin verbally stated to Applicant the Town's position that, because the Application had not been completed within 90 days of receiving the first notice of incompleteness, the Preliminary Application had expired and was of no further force or effect, as provided in Gov. Code § 65941.1(e)(2) and the Project and Application were no longer entitled to the protections of the HAA provided for the Preliminary Application. Applicant disputes this determination, believing that the Preliminary Application is in full force and effect.

G. On April 28, 2025, Applicant timely appealed to the Town Council (the "Appeal") (i) the Town's April 16, 2025, incompleteness determination, and (ii) the Town's apparent April 16, 2025, determination that the Preliminary Application had expired. Applicant *asserts* that, under Gov. Code § 65941.1(e)(2), if the Applicant resubmits the Application within 90 days of Applicant's receipt of the Town's April 16, 2025, incompleteness determination, then the Preliminary Application will not expire and will continue to be entitled to protections of the HAA..

H. Pursuant to Gov. Code § 65943(c), the Town is required to hear the Appeal within 60 days of Applicant's filing the appeal. Pursuant to Gov. Code § 65943(d), the Applicant and Town may mutually agree to an extension of this time limit.

I. Long desires to withdraw as Applicant, with Oswalt continuing as the sole Applicant party.

J. The Parties are aware of a pending judicial action in California related to the above issues, in particular Case No. 25CV462276, a declaratory relief action that the Town brought against Arya Properties, LLC and Los Gatos Boulevard Properties, LLC, in Superior Court in Santa Clara County (the "Arya Matter"). This action addresses the number of 90-day resubmittals allowed under the HAA.

K. Thereby, as provided in this Agreement, the Parties desire to toll and extend all statutory and other deadlines (including

any and all applicable statute of limitations for either party to initiate litigation related to the Preliminary Application or the Application), including any deadline for the Applicant to resubmit the Application responding to the Town's incompleteness comments under Gov. Code § 65941.1(e) and for the Town to hear the Appeal under Gov. Code § 65943(c).

L. The Parties have and intend to continue discussions regarding the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct and, by this reference, are hereby incorporated herein in their entirety.

2. Long Withdrawal as Applicant. The Parties agree that, as of the Effective Date, Long has withdrawn as Applicant, with Oswalt continuing as the sole Applicant party, and that such withdrawal by Long shall not adversely impact the legitimacy and/or legal standing of Oswalt (as the sole Applicant) in the Application, including the appeal, any resubmittal, any determination that the Project is a "builder's remedy project" (as asserted by Oswalt), or any rights under state law.

3. Agreement to Toll. The Parties agree that, for the term of this Agreement (as defined in Section 4), all statutory and other deadlines (including any and all applicable statutes of limitations for either party to initiate litigation related to the Preliminary Application or the Application);, any deadline for the Applicant to resubmit the Application responding to the Town's incompleteness comments under Gov. Code § 65941.1(e)(2), and for the Town to hear the Appeal under Gov. Code § 65943(c); and .any requirement by either Party to pay fees or costs associated with or applicable to the Project, are hereby tolled.

4. Term of Agreement. The term of this Agreement (the "Term"), unless extended by mutual agreement of the Parties, is from the Effective Date until the earlier of the following: (a) 60 days from the date that the Superior Court of Santa Clara County issues an appealable decision in the Arya Matter, or (b) 60 days from the date one Party provides written notice via certified mail or personal delivery to terminate to the other Party. All statutory and other deadlines (including any and all applicable statutes of limitation for either Party to initiate litigation relating to the HAA or otherwise) will run from the date that this Agreement is terminated.

5. No Admission. Nothing in this Agreement shall be admissible in any litigation between the Parties other than in an action to enforce the terms of this Agreement. Nothing in this Agreement is intended as, shall constitute, or be used as evidence of an admission by any Party of any wrongdoing, liability, or fault, a waiver of any right or defense, or an estoppel, either as among the Parties or with respect to any person or entity not a Party to this Agreement.

6. Evidence Code § 1152. The terms of this Agreement, and all communications and drafts related to this Agreement, are subject to Evidence Code § 1152, and shall not be admissible in any action between the Parties other than an action to enforce the terms of this Agreement.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

Signatures provided by electronic image shall have the same force and effect as original signatures.

8. Notices. Except as noted herein, all notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered, emailed, or mailed to the respective Party as follows:

If to Town:	The Town of Los Gatos 110 E. Main Street Los Gatos, CA 95030 Attn: Town Manager Email: manager@losgatosca.gov
With copy to:	The Town of Los Gatos 110 E. Main Street Los Gatos, CA 95030 Attn: Town Attorney Email: attorney@losgatosca.gov
If to Applicant:	Lonny L. Oswalt 101 Blossom Hill Rd Los Gatos, CA 95032 Email: loswalt@mobileframe.com
With copy to:	Berliner Cohen LLP 10 Almaden Boulevard, Eleventh Floor San Jose, CA 95113 Attn: Tyler A. Shewey Email: tyler.shewey@berliner.com

Notices shall be deemed delivered when they are (i) personally delivered, or (ii) shall be deemed delivered five days after posting if mailed using the United States Postal Service.

9. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

10. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.

11. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

12. Governing Law; Venue. This Agreement shall be governed by the laws of the State of California, excluding its conflict of laws principles. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be heard and filed in a court of competent jurisdiction in the County of Santa Clara.

13. Entire Agreement. This Agreement contains all the representations and the entire agreement and understanding among the Parties with respect to the subject matter hereof, and supersedes all prior understandings, agreements (whether written, verbal, implied or otherwise), and communications with respect thereto. None of the terms hereof shall be amended, waived, or otherwise modified except pursuant to a written instrument duly executed by the Parties.

14. Binding on Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties and the Parties' successors, administrators, managers, assigns, and employees, and shall be binding upon and shall inure to the benefit of the Parties' officers and agents acting in their official capacity.

15. Authority to Bind. Each Party covenants and represents that it is fully authorized to enter into this Agreement and to carry out the obligations provided for herein. Each signatory to this Agreement represents and covenants that he or she possesses the necessary capacity and authority to sign and enter into this Agreement and to bind the Party on whose behalf he or she is a signatory.

IN WITNESS WHEREOF, the Parties hereby agree to the full performance of the terms set forth herein.

APPLICANT:

By: _____
Toby Long, AIA

Dated: _____

By: _____
Lonny L. Oswalt

Dated: _____

APPROVED AS TO FORM

By: _____
Tyler A. Shewey

TOWN:

By: _____
Chris Constantin, Town Manager

Dated: _____

APPROVED AS TO FORM

By: _____
Gabrielle Whelan, Town Attorney

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 06/17/2025
ITEM NO: 23

DATE: June 12, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: Conduct Brush Abatement Program Public Hearing to Consider Objections to the Proposed Removal of Brush on Parcels Listed on the 2025 Wildland Urban Interface (WUI) Area Non-Compliant Parcel List and Order Abatement

RECOMMENDATION:

Conduct a public hearing to consider objections to the proposed removal of brush on parcels listed on the 2025 Wildland Urban Interface (WUI) Area Non-Compliant Parcel List (Attachment 1) and order abatement.

FISCAL IMPACT:

The costs associated with abatement work are placed on the property tax bill for that parcel. Funds are provided in the FY 2024/25 Budget (Program 5101) to cover the cost of publishing the legal notice for the June public hearing.

STRATEGIC PRIORITIES:

The Brush Abatement Program pertains to the Town Council's Core Goal of **Public Safety**. This also supports a top strategic priority regarding emergency preparedness and resiliency related to wildfire risk. Specifically, property owners are reminded that they must remove native brush and vegetation from around their homes to create defensible space to reduce the risk of wildfire.

PREPARED BY: Meredith Johnston
Administrative Technician

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

BACKGROUND:

The Brush Abatement Program is a different and complementary program to the Weed Abatement Program. Both programs work to protect the Town from wildfire risk by reducing potential fuel, such as brush, in hillside areas.

Santa Clara County Fire Department (County Fire) administers the brush abatement program. County Fire uses the procedure set forth in Government Code Sections 39560 and following for "weed abatement." Government Code Section 39561.5(b) defines "weeds" to include brush which will attain such a large growth as to become a fire menace when dry, or which is otherwise noxious or dangerous.

The Town of Los Gatos Municipal Code Section 9.20.025 et seq requires property owners in the locally adopted Wildland Urban Interface Fire Area (WUI) (Attachment 2) to maintain effective defensible space by removing brush, flammable vegetation, and combustible growth, based on the locally adopted Fire Codes. Government Code Section 39560 and the following, authorize the County Fire Department, through a contract for services with the Town, to remove the brush if the property owner fails to do so and to recover administrative service and abatement costs through an assessment on the property tax bill for each parcel.

The WUI area is the part of the Town at greatest risk for wildfire and primarily consists of the hillsides and immediately adjacent neighborhoods. Los Gatos has over 1,800 parcels in the WUI area. County Fire categorizes the parcels into zones and conducts inspections of each zone every three years within the five to six-week inspection time frame (April-June). Through this approach, each parcel is inspected every three years.

Early each year, property owners are reminded that they must remove flammable vegetation from around their homes and other structures on their property to create defensible space. The Town annually adopts the Hazardous Vegetation Abatement Program and works with the Santa Clara County Fire Prevention Division, which serves as the enforcement agent and conducts the inspections.

DISCUSSION:

On May 20, 2025, the Town Council passed Resolution 2025-26 (Attachment 3) declaring hazardous vegetation (brush) a public nuisance, ordering abatement, and setting June 17, 2025, as a public hearing to consider objections to the proposed removal of brush.

The following is a timeline of the program:

FEBRUARY/ MARCH	The Santa Clara County Fire Prevention Division (County Fire) notifies property owners located within the designated WUI area of the requirements and timeline to comply with the safety regulations of the adopted California Fire Code.

FEBRUARY/ MARCH	At the time of the notice, property owners are given the option to complete the required work themselves, hire their own contractor, or elect to schedule the Town of Los Gatos' authorized contractor (which is the County of Santa Clara Weed Abatement Program) to perform the work.
APRIL	County Fire conducts the first inspections of the properties identified in February/March. Letters and door-hangers are provided for those who are still not in compliance with the program requirements.
MAY	Town Council adopts a Resolution declaring hazardous vegetation (brush) a public nuisance and sets a June public hearing to consider objections to the proposed removal of brush on the non-compliant private properties by the Town contractor. County Fire re-inspects the properties that were non-compliant during the Spring property inspection. County Fire provides the Town with the list of properties that continue to be non-compliant. The Town then proceeds to schedule a Public Hearing (to be held in June) to direct the removal of brush from the non-compliant properties.
JUNE	On June 1, property owners who are not in compliance are assessed a $597 fee to cover the administrative fees associated with the various inspections. Town Council conducts a public hearing regarding properties not in compliance (this public hearing is the subject of this agenda item). At this public hearing, property owners are provided the right to object to the removal of hazardous vegetation (brush) on their non-compliant parcels. County Fire provides notice of the public hearing to the property owners at least 10 days prior (Attachment 4). The Town published notice prior to the public hearing as legally required. As a result of the hearing, the Town contractor (which is the County Weed Abatement Division) is authorized to perform the necessary abatement on private property and charge the property owner for this service.

JULY	After the June public hearing but prior to abatement, County Fire performs an inspection of the properties that were the subject of the hearing. If the property owner has completed the abatement and is brought into compliance after June 1 and before the contractor arrives, the property owner is charged the $597 administrative fee. These properties are then monitored through the County's Weed Abatement program (which works in partnership with County Fire) until such time as the property demonstrates three consecutive years of voluntary compliance. If the property was not brought into compliance prior to the County Fire inspection, then County Fire proceeds with the abatement and provides the Town with a list of charges for each property. This assessment list will be brought to the Town Council for a public hearing in August. If there are no proposed charges, no additional public hearing is required.
AUGUST	Town Council conducts a public hearing to consider assessments on properties in the Brush Abatement Program if any are required. A list of assessments will be submitted to the County Tax Assessor.

The timeline for the final inspections runs very close to the date of the June public hearing, which means that properties on the WUI area non-compliant list (Attachment 1) may ultimately comply prior to the date of the public hearing. There are currently twelve properties reported as non-compliant; however, if additional properties comply, staff will provide an updated list on the day of the public hearing by way of a Desk Item.

CONCLUSION:

Staff recommends that the Council conduct a public hearing to consider objections to the proposed removal of brush on parcels listed on the 2025 Wildland Urban Interface (WUI) Area Non-Compliant Parcel List and order abatement of the public nuisance and potential fire hazard pursuant to the Town of Los Gatos Municipal Code (Chapter 9) regarding defensible space.

COORDINATION:

This program is coordinated with the Santa Clara County Fire Department and the Santa Clara County Weed Abatement Program.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

SUBJECT: Brush Abatement Program Public Hearing to Consider Objections to the Proposed Removal of Brush on Parcels Listed on the 2025 Wildland Urban Interface (WUI) Area Non-Compliant Parcel List and Order Abatement

DATE: June 12, 2025

Attachments:

1. 2025 Wildland Urban Interface (WUI) Area Non-Compliant Property List
2. Wildland Urban Interface (WUI) Map
3. Resolution 2025-26 Declaring Hazardous Vegetation a Public Nuisance (May 20, 2025)
4. Letter to Property Owners

ADDRESS	CITY	APN	ASSESSEE	CONTACT NAME	CONTACT PHONE	MAILING ADDRESS	MAILING CITY	MAILING ZIP
15980 SHORT RD	LOS GATOS	52706009	[redacted]			15980 SHORT RD	LOS GATOS	95032-4822
17621 HIGH ST	LOS GATOS	53223095	[redacted]			17621 HIGH ST	LOS GATOS	95030
15460 FRANCIS OAKS WY	LOS GATOS	52713005	[redacted]	[redacted]	[redacted]	15460 FRANCIS OAKS WAY	LOS GATOS	95032-4900
14851 LAS FLORES LN	LOS GATOS	52718007	[redacted]			14851 LAS FLORES LN	LOS GATOS	95032-4915
15895 BLOSSOM HILL RD	LOS GATOS	52325047	[redacted]	[redacted]	[redacted]	423 MANITOBA ST	PLAYA DEL REY	90293
17617 FOSTER RD	LOS GATOS	53703030	[redacted]	[redacted]	[redacted]	17617 FOSTER RD	LOS GATOS	95030
800 FOSTER RD	LOS GATOS	53703043	[redacted]	[redacted]	[redacted]	800 FOSTER RD	LOS GATOS	95030
15401 FRANCIS OAKS WY	LOS GATOS	52711003	[redacted]			15401 FRANCIS OAKS WAY	LOS GATOS	95032-4909
15626 FRANCIS OAKS WY	LOS GATOS	52710002	[redacted]	[redacted]	[redacted]	15626 FRANCIS OAKS WAY	LOS GATOS	95032-4912
15654 BLOSSOM HILL RD	LOS GATOS	52708017	[redacted]			48005 AVALON HEIGHTS TER	FREMONT	94539
17627 FOSTER RD	LOS GATOS	53704032	[redacted]			17627 FOSTER RD	LOS GATOS	95030
15423 FRANCIS OAKS WY	LOS GATOS	52711006	[redacted]	[redacted]	[redacted]	15423 FRANCIS OAKS WAY	LOS GATOS	95032-4909

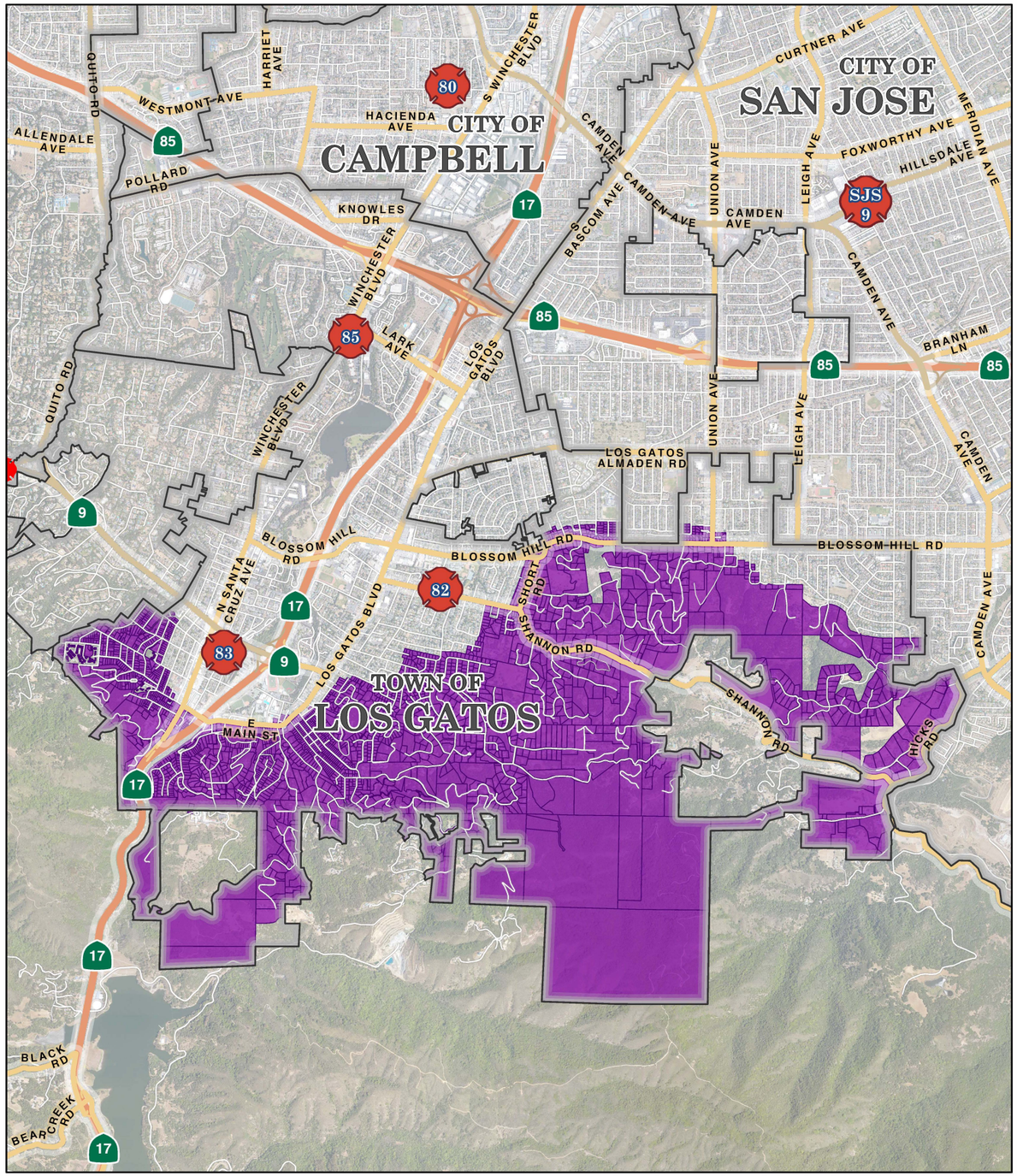
Town of Los Gatos

ATTACHMENT 2

Local Responsibility Area Fire Hazard Severity Zones

January 2024

ITEM NO. 23.



LGA 100 / LRA Very High FHSZ

APN:

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ITEM NO. 23.

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RESOLUTION 2025-026

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS DECLARING HAZARDOUS VEGETATION (BRUSH) A PUBLIC NUISANCE, ORDERING ABATEMENT, AND SETTING JUNE 17, 2025 AS A PUBLIC HEARING TO CONSIDER OBJECTIONS TO THE PROPOSED REMOVAL OF BRUSH

WHEREAS, Town Code Section 11.20.010 authorizes the Town to abate hazardous brush;

WHEREAS, the County Fire Department administers the Town's brush abatement program;

WHEREAS, the County uses the brush abatement procedures set forth in Sections 39560 and following of the Government Code of the State of California;

WHEREAS, Town of Los Gatos may declare that hazardous vegetation (brush) growing to such size and such type and in such locations as to constitute a fire hazard to the community is a public nuisance and compel owners, lessees, or occupants of buildings, grounds, or lots to remove or abate the hazardous vegetation (brush) to mitigate the fire hazard from such buildings, grounds, or lots to remove or abate the hazardous vegetation (brush) to mitigate the fire hazard from such buildings, grounds, property, and adjacent sidewalks and parkways, and upon the person's failure to do so, remove or abate such hazardous vegetation (brush) at the owner's expense, making the cost of that abatement a lien upon the property; and

WHEREAS, the Town of Los Gatos has entered into an agreement with the County of Santa Clara to provide hazardous vegetation (brush) abatement services; and

WHEREAS, the maintenance of hazardous vegetation (brush) in violation of the Uniform Fire Code adopted by the Town of Los Gatos within the Wildland Urban Interface Fire areas identified and shown on the map (Exhibit A) constitutes a public nuisance and should be abated immediately; and

WHEREAS, the Santa Clara County Fire Department has mailed notices to property owners within the Wildland Urban Interface areas notifying them of the need to abate hazardous vegetation (brush) violations and explaining the steps necessary to correct such violations.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Los Gatos, and the Town Council hereby finds that:

1. Hazardous vegetation (brush) is a wood, perennial plant usually with multiple stems and trunks under ten feet in height, and is indigenous to the hillside area. Hazardous vegetation (brush) is also known to have a high oil, high resin, or low moisture content in its leaves and branches. Examples of this type of plant material include California Sagebrush, Greasewood or Chamise, Scotch Broom, and Toyon.
2. Unabated growth of hazardous vegetation (brush) upon and adjacent to private property within the hillside hazardous fire area and adjacent parkways and sidewalks is a public nuisance and should be abated.
3. The Director of Parks and Public Works shall act as the Superintendent for purposes of giving notice, supervising performance of the agreement with the County of Santa Clara, and evaluating the costs of abatement.
4. A public hearing is scheduled for 7:00 p.m. on June 17, 2025, at which time anyone objecting to abatement of the public nuisance may appear.
5. The County Fire Department shall mail notice of the public hearing in accordance with Government Code Section 39566.

BE IT FURTHER RESOLVED that unless the hazardous vegetation (brush) violations are corrected within the time specified in a written agreement with the Superintendent or the Superintendent's representative, the Town of Los Gatos shall cause such nuisance to be abated, and the expense thereof assessed upon the lots or lands from which or on which the abatement actions occur, such expense to constitute a lien upon such lots or lands until paid, and to be collected upon the next real property tax roll upon which general municipal taxes are collected.

BE IT FURTHER RESOLVED that on the 17th day of June 2025, at a meeting of the Town Council beginning at 7:00 p.m. in the Council Chambers of the Civic Center, 110 E. Main Street, Los Gatos, CA, a public hearing will be held during which all property owners within the Wildland Urban Interface areas in the Town of Los Gatos having any objections to the proposed abatement of hazardous vegetation (brush) will be heard and given due consideration.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 20th day of May 2025 by the following vote:

COUNCIL MEMBERS:

AYES: Rob Rennie, Mary Badame, Maria Ristow, Rob Moore and Mayor Matthew Hudes

NAYS: None

ABSENT: None

ABSTAIN: None

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS

LOS GATOS, CALIFORNIA

ATTEST:

TOWN CLERK OF THE TOWN OF LOS GATOS

LOS GATOS, CALIFORNIA

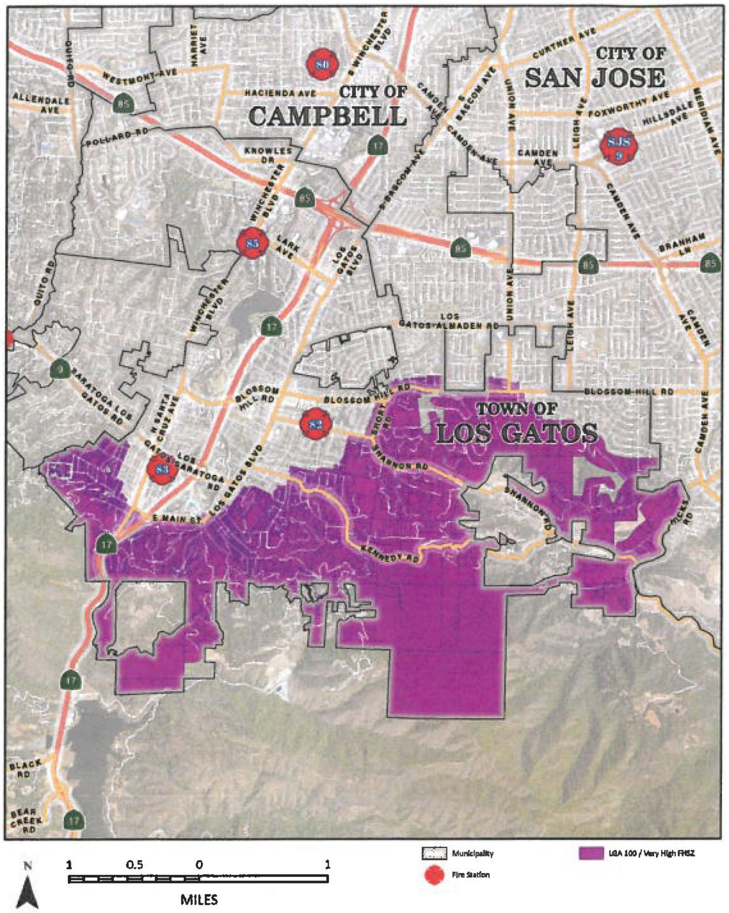
ITEM NO. 23.

Town of Los Gatos

Local Responsibility Area Fire Hazard Severity Zones

EXIBIT A TO ATTACHMENT 1

January 2025



LGA 100 / LRA Very High FHSZ

APN:

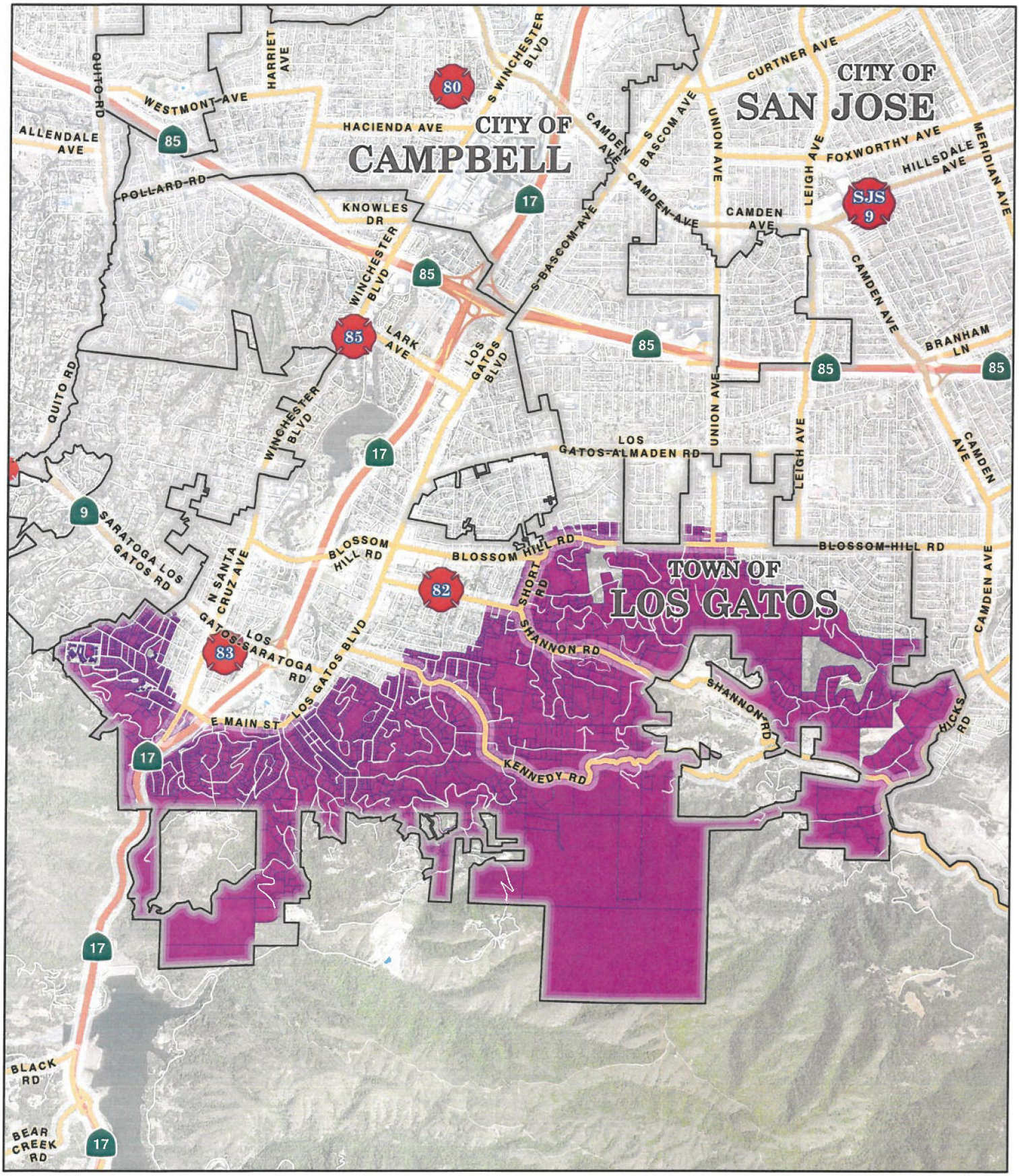
Town of Los Gatos

EXIBIT A TO ATTACHMENT 1

ITEM NO. 23.

Local Responsibility Area Fire Hazard Severity Zones

January 2025



SANTA CLARA COUNTY FIRE DEPARTMENT
1315 Dell Avenue, Campbell, CA 95008 | (408) 378-4010 | SCCFD.org

05/30/2025

Dear Property Owner,

Your property is located in the designated Wildland Urban Interface (WUI) Hazardous Fire Area which required defensible space to be maintained around all structures on your property. Defensible space is the buffer created when combustible vegetation is removed or reduced around a structure to slow or stop the spread of wildfire. On February 14, 2025, Santa Clara County Fire Department mailed to you a letter regarding the enforced applicable wildland fire safety regulations and this year's property inspection schedule mandating compliance of the enforced applicable wildland fire safety regulations before **June 1, 2025**.

Your property was recently re-inspected by the Santa Clara County Fire Department on 05/06/2025. At that time, your property was found to be non-compliant with the applicable wildland fire safety regulations. The noted violation details are listed below:

[X] Create 30 feet of Defensible Space around the home. To accomplish this, you must clear all flammable vegetation a minimum of 30 feet (or to the property line) around structures.
- Limb up trees 6ft from ground.

Comments or Suggestions: 1. Remove accumulated saw dust in the backyard created by the removal of a Eucalyptus tree.

2. Remove foliage, saw dust, and miscellaneous combustible items stored under the backyard deck.

On May 20, 2025, the Los Gatos Town Council passed a resolution declaring that hazardous vegetation (brush) growing to such size and such type in such locations as to constitute a fire hazard to the community may be declared a public nuisance which must be abated by the removal of said hazardous vegetation. For further particulars, please refer to said resolution.

We are informed by the Town of Los Gatos that the Los Gatos Town Council will hold a public hearing at the Town Council meeting on **Tuesday, June 17, 2025 @ 7:00 pm**. For more information on this process, please contact the Town of Los Gatos at 408.354.6832 or visit https://www.losgatosca.gov.

At that time, all properties identified by the Fire Department as being non-compliant with the applicable wildland fire safety regulations will be declared to have hazardous conditions requiring abatement. An additional inspection of all identified properties will be conducted after the hearing and prior to ordering any abatement work.

If you do not bring your property into compliance, the Town of Los Gatos through its contractor, may perform any brush or weed removal at your expense and will be placed on your property tax bill for payment after legal requirements are met. If you would like more information about the hazardous vegetation abatement contractor services, please contact the County of Santa Clara Weed Abatement Program at 408.282.3145 or visit https://weedabatement.sccgov.org. For your convenience, a price list indicating the rates for the County Contractor is enclosed.

If you have questions about this notice, please contact the Fire Prevention Division of the Santa Clara County Fire Department at 408.341.4420 or email prevention@sccfd.org.

Fire Prevention Division
SANTA CLARA COUNTY FIRE DEPARTMENT
408.341.4420

SANTA CLARA COUNTY FIRE DEPARTMENT
1315 Dell Avenue, Campbell, CA 95008 | (408) 378-4010 | SCCFD.org

TOWN OF LOS GATOS
2025 COUNTY CONTRACTOR WEED ABATEMENT FEES

Properties in the Weed Abatement Program, you will be responsible for an annual inspection fee of $105.00 per parcel.

Please be advised that the property owner of any parcel found to be non-compliant on or after the April 1st deadline will be charged a processing fee of $597.00 and the property will be scheduled for abatement by the County contractor. If you complete the abatement work before the County contractor performs the abatement, you will not incur further charges. Should the abatement work be performed by a County contractor, you will be assessed the contractor's charges plus a County administrative fee of $961.00 per parcel. For those parcels requiring a warrant a fee of $1,323.00 per parcel will be assessed.

A) Disc Work**

Discing First Pass	0-12,500 sq. ft.	$ Per Lot	$291.00 - $425.00
Discing First Pass	12,501 - 1 Acre	$ Per Lot	$338.00 - $425.00
Discing First Pass	1+ Acre	$ Per Acre	$152.00 - $309.00
Discing Second Pass	0-12,500 sq. ft.	$ Per Lot	$180.00
Discing Second Pass	12,501 - 1 Acre	$ Per Lot	$225.00
Discing Second Pass	1+ Acre	$ Per Acre	$130.00 - $151.00

**It is required that parcels be disced twice a year. The cost for the first discing is higher due to additional work normally required during the first discing.

B) HANDWORK	$5.09 - $5.73 per 100 sq. ft.
C) FLAIL MOWING	6 Foot Mower $10.97 PER 1,000 SF
	12 Foot Mower $10.97 PER 1,000 SF
D) LOADER WORK	$185.00 PER HOUR
E) DUMP TRUCK	$185.00 PER HOUR
F) BRUSH WORK	$4.84 - $5.47 PER 100 SF
G) DEBRIS REMOVAL	$TBD
H) DUMP FEE	100% (Added to orders with debris removal at 100% of the dump site charge)

Please note this program does not offer herbicide application as a method of abatement.

TOWN OF LOS GATOS
PLANNING COMMISSION
REPORT

MEETING DATE: 06/17/20

ITEM NO: 24

DATE: June 12, 2025

TO: Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: Consider an Appeal of a Planning Commission Decision Denying a Request to Demolish an Existing Accessory Structure and Construct a New Accessory Structure Exceeding 1,000 Square Feet in Gross Floor Area and Site Improvements Requiring a Grading Permit on Property Zoned HR-2½. **Located at 16511 Cypress Way.** APN 532-24-004. Architecture and Site Application S-24-045. Exempt Pursuant to the CEQA Section 15303(a): New Construction or Conversion of Small Structures. Property Owners: Jackie and Scott Kolander. Applicant: Michael Harris. Project Planner: Suray Nathan.

RECOMMENDATION:

Adopt a resolution denying an appeal of a Planning Commission decision denying a request to demolish an existing accessory structure and construct a new accessory structure exceeding 1,000 square feet in gross floor area and site improvements requiring a Grading Permit on property zoned HR-2½, located at 16511 Cypress Way.

FISCAL IMPACT:

Denying or granting the appeal does not impact the Town's budget.

STRATEGIC PRIORITIES:

The proposed project aligns with the adopted Core Goal of **Community Character** and the **Strategic Priority** to preserve the Town's small-town charm and provide a range of housing opportunities and historic neighborhoods, while diligently maintaining and implementing the Housing Element.

BACKGROUND:

The subject property is located on the south side of Cypress Way, approximately 1.4 miles southeast of Los Gatos Boulevard. All surrounding properties are zoned Hillside Residential and

PREPARED BY: Suray Nathan
Assistant Planner

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

developed with single-family residential uses. The property is zoned HR-2½ and has a gross lot size of 54,624 square feet. The average slope of the property is 32 percent, and the resulting net lot size is 21,849 square feet.

On August 30, 2024, the applicant applied for an Architecture and Site Application for a 1,239-square foot detached accessory structure consisting of a three-car garage with a workshop.

On April 23, 2025, the Planning Commission considered the application, including written and applicant's comments (Attachments 2 and 3). The Planning Commission denied the application as described in the Action Letter (Attachment 4) and in Section B below.

On April 30, 2025, the decision of the Planning Commission was appealed to the Town Council by the property owner, Scott Kolander (Attachment 5). The appellant indicated that there was an error or abuse of discretion by the Planning Commission, and the Planning Commission's decision is not supported by substantial evidence in the record.

Pursuant to the Town Code, any interested person as defined by Section 29.10.020 may appeal to the Council any decision of the Planning Commission. For residential projects, an interested person is defined as "a person or entity who owns property or resides within 1,000 feet of a property for which a decision has been rendered and can demonstrate that their property will be injured by the decision." The appellant meets the requirements.

Pursuant to Town Code Section 29.20.280, the appeal must be heard within 56 days of the Planning Commission hearing, in this case by June 18, 2025. The Council must at least open the public hearing for the item and may continue the matter to a date certain if the Council does not complete its deliberations.

Pursuant to Town Code Section 29.20.295, in the appeal, and based on the record, the appellant bears the burden to prove that either there was an error or abuse of discretion by the Planning Commission or the decision was not supported by substantial evidence in the record. If neither is proved, the appeal should be denied. If the appellant meets the burden, the Council shall grant the appeal and may modify, in whole or in part, the determination from which the appeal was taken or, at its discretion, return the matter to the Planning Commission. If the basis for granting the appeal is, in whole or in part, information not presented to or considered by the Planning Commission, the matter shall be returned to the Planning Commission for review.

DISCUSSION:

A. Project Summary

The applicant proposes to demolish an existing detached garage and construct a new 1,239-square foot detached three-car garage with a workshop. The proposed accessory structure would be located at the southeast end of the hillside property. The structure would have a maximum height of 15 feet, the maximum allowed for accessory structures. The project requires exceptions to the Hillside Development Standards and Guidelines (HDS&G) for light

reflectivity value (LRV) exceeding 30 and grading depths with cuts exceeding the maximum allowed for accessory buildings, hardscape, and landscape (Attachment 2, Exhibit 9).

A single-family residence and accessory structures are permitted in the HR-2½ zone. The proposed detached garage is in compliance with the allowable floor area, height, setbacks, and on-site parking requirements. The April 23, 2025, Planning Commission Staff Report (Attachment 2) provides a full discussion and analysis of the application.

B. Planning Commission

On April 23, 2025, the Planning Commission received the staff report (Attachment 2). After receiving the applicant's comments and asking questions of the applicant, the Planning Commission closed the public hearing and discussed the project. The Planning Commission was unable to make the required finding that the project was in compliance with the HDS&G due to the excessive depth of cut needed to construct an expanded garage and voted four to one to deny the application (Attachments 3 and 4).

C. Appeal to Town Council

The decision of the Planning Commission was appealed on April 30, 2025, by the property owner, Scott Kolander (Attachment 5). On the appeal form, the appellant states that there was an error or abuse of discretion by the Planning Commission and the Planning Commission's decision is not supported by substantial evidence in the record. The appellant submitted a letter in support of their appeal (Attachment 5). Below are excerpts from the appellant's letter in italics followed by staff's response.

1. **There was an error or abuse of discretion by the Planning Commission**:

   Excerpt from Appellant's Letter: *The existing terrain of the site, current location of the garage, and current site development will not accommodate any rebuild or expansion without a grading exemption to the Hillside Development Standards & Guidelines. The house and garage were built in the 1960s, well before the Hillside Development Standards & Guidelines came into effect. Without the benefit of the current standards in place at that time, the garage was built utilizing cut depths exceeding the current Standards/Guidelines*.

   Staff response: The current site conditions will likely accommodate a rebuild of a two-car garage; however, an expanded garage would require grading. The proposed accessory building and associated site grading exceed the maximum allowable cut depths of four feet outside the footprint of a primary residence. The applicant proposes maximum cut depths of 13 feet, six inches, for the accessory building (garage), 11 feet for the hardscape, and seven feet for the landscape. The following table illustrates the proposed cut depths.

Maximum Graded Cuts and Fills Depth				
Site Element	**Proposed Cut Depth (Ft)**	**Max Allowed Cut Depth (Ft)**	**Fill**	**Earthwork Cut (CY)**
Accessory building	13.5	4	0	122
Hardscape	11	4	0	57
Landscape	7	4	0	236

Excerpt from Appellant's Letter: *Commissioners were not able to visit or view the site, like with all other projects under consideration, because they were unable to find the property or got lost. The on-site visual opportunities and context were not afforded to this project, as with other projects. Internet resources, such as Google Earth, do not provide the same level of in-person visual context. As discussed with staff in preparation for the appeal, the owner has agreed to set a period of time (days) before the meeting by providing access to the gate at the driveway. The owner has dogs and will have them out of the way as well. The personal and visual aspect of the site will clearly illustrate the unique aspect of the site and the limitations with regards to grading cut depths*.

Staff response: Several of the Planning Commissioners disclosed that they were not able to access the site due to difficulty finding the location or a locked gate (Attachment 3). While the Planning Commission handbook discusses site visits as an option, neither the Planning Commission handbook nor the Town Code includes site visits as a requirement.

Excerpt from Appellant's Letter: *Approval or denial of Hillside Development Standards and Guidelines exemptions are not consistent*.

Staff response: An Architecture and Site Application is a discretionary application. At their discretion, the deciding body administers the HDS&G in response to the merits of the application, the unique characteristics of the site, and the justification provided by the applicant.

Excerpt from Appellant's Letter: *The Planning Commission's denial prevents the owner from the opportunity to replace or expand a common accessory structure that exists with most single-family residential properties. The project meets all other Hillside Development Standards and Guidelines, except for grading and LRV*.

Staff response: The Town Code requires that a property with a single-family dwelling provide two parking spaces on site. The site contains an existing 587-square foot two-car garage with an attached 96-square foot shed, providing the required on-site parking. If the existing garage is in need of replacement, the site would likely accommodate a new garage of similar size with little grading impacts. The applicant proposes to demolish the existing two-car garage and construct a new 1,239-square foot, three-car garage and workspace. While the proposed garage would allow the property to continue to provide the required parking on site, the expanded footprint increases the

development intensity on the site and requires exceptions to the grading standards in the HDS&G.

As reflected in their discussion, the Planning Commission was generally supportive of the exception to LRV standards given the limited visibility of the project site.

Excerpt from Appellant's Letter: *Jeffrey Barnett asked Planning staff (after public comment was closed) if the grading limit is 50 cubic yards and the application is for 415 cubic yards and Planning staff confirmed yes. Please note that the Hillside Development Standards & Guidelines does not limit the amount of grading quantity. Rather 50 cubic yards is the threshold where a grading permit is required. This confirmation and line of questioning may have factored into the decision by certain Planning Commission members to deny an exemption for grading*.

Staff response: The appellant/applicant is correct in stating that 50 cubic yards is the threshold for triggering a Grading Permit and that the HDS&G does not provide a nominal limit for cumulative grading quantities. The project includes site improvements outside of the building footprint with grading quantities of 293 cubic yards, requiring approval of a Grading Permit. The project also includes cut depths in excess of the limitations provided in the HDS&G, requiring an exception. The HDS&G includes grading standards such as cut and fill depth limitations to ensure that new construction retains the existing landform of the site and follows the natural contours. Cut and fill depths that exceed the standards are considered contrary to the objectives set forth in the HDS&G.

Excerpt from Appellant's Letter: *Planning Commission's concern about setting new precedence for other projects is not related to the unique and specific conditions of the already developed site*.

Staff response: An Architecture and Site Application is a discretionary process considered on a case-by-case basis. The decision made on one application does not set a precedent for decisions on future applications.

Excerpt from Appellant's Letter: *Planning Commission's concern about safety and stability for exceeding grading cuts is subjective due to the lack of a geotechnical soils report supporting this. A Geotechnical soils report is submitted during the Building plan check, along with grading permits, not during the Planning review; however, it will be made available upon request*.

Staff response: The Planning Commission deliberated on the aesthetics of the proposed cut and grading to the topography, as well as the safety it may pose.

Excerpt from Appellant's Letter: *Maximum grade cuts are based upon the existing terrain, preserving natural features and drainage and utilizing the existing garage*

location. Note that the garage foundation level is being maintained in the addition thus the noted maximum cut noted in the garage line item.

A request for exemption is requested due to existing conditions on site. The garage is maintaining the same pad elevation as the existing removed. Due to the existing site configuration and constraints, cutting an additional 5.5' is necessary to maintain the same pad elevation. Elevating the garage would require significantly more grading and asphalt modifications. The same is true for the additional 7' of cut for the miscellaneous hardscape and additional 3' of cut for the landscaping.

Staff response: Chapter III, Standard A.1 of the HDS&G notes that cuts and fills in excess of those provided in the following table levels are considered excessive and contrary to the objectives of the HDS&G. Grading should be minimized to the amount necessary to accommodate buildings and to site structures consistent with slope contours. The grading limitations are maximum numbers and may be increased by the deciding body if the project does not meet other grading standards or is not consistent with the goals and objectives of the HDS&G. The maximum allowed cut depth is four feet outside the footprint of a primary residence. The applicant proposes maximum cut depths of 13 feet, six inches, for the accessory building (garage), 11 feet for the hardscape, and seven feet for the landscape.

Table 1
Maximum Graded Cuts and Fills

Site Element	Cut*	Fill*
House and attached garage	8'**	3'
Accessory Building*	4'	3'
Tennis Court*	4'	3'
Pool*	4'***	3'
Driveways*	4'	3'
Other (decks, yards) *	4'	3'

* Combined depths of cut plus fill for development other than the main residence shall be limited to 6 feet.
** Excludes below grade square footage pursuant to Section 29.40.072 of the Town Code.
*** Excludes excavation for pool.

2. **The Planning Commission's decision is not supported by substantial evidence in the record**:

Excerpt from Appellant's Letter: *The site is already developed. The garage is being rebuilt in the same location along with the increased area*.

Staff response: The concerns of the Planning Commission were not that the garage was being rebuilt, but that the increase in size of the garage from a 587-square foot two-car garage with an attached 96-square foot shed to a new 1,239-square foot three car garage with a workshop necessitates cuts that exceed the maximum allowed standards in the HDS&G. The applicant proposes maximum cut depths of 13 feet, six inches, for

the accessory building (garage), 11 feet for the hardscape, and seven feet for the landscape, where the maximum allowed depth of cut is four feet.

Excerpt from Appellant's Letter: *The existing garage, built in the 1960's, is showing signs of aging and needs to be addressed. There is efflorescence on the existing CMU retaining wall that is causing oxidation of owner's contents in the garage. Portions of the roof framing show signs of deflection throughout the years and repairs need to be made to prevent future intrusion of insects and invasive organisms*.

Staff response: The condition of the existing garage may justify its demolition and replacement; however, the concern of the Planning Commission was the excessive depth of cut and grading for demolishing the existing 587-square foot two-car garage and attached 96-square foot shed and replacing it with a new 1,239-square foot, three-car garage and workshop. The Planning Commission was unable to make the finding that the project was in compliance with the HDS&G due to excessive cut depths.

Excerpt from Appellant's Letter: *The Town's Architectural project review indicated there were no recommendations for changes*.

Staff response: The Town's Consulting Architect's task is to review the proposed design in terms of its compliance with the Residential Design Guidelines as it pertains to the terrain and the neighborhood context and not deliberate on the exceptions requested by the applicant for the project.

Excerpt from Appellant's Letter: *The existing garage, with relation to the existing slopes, exceeded these current limits when originally built in 1960's. Replacement or increasing area of any size would require an exemption*.

Staff response: The proposed project is reviewed using the current standards stipulated in the HDS&G. The proposed project requires an exception for exceeding the maximum allowed depth of four feet cut. The applicant proposes maximum cut depths of 13 feet, six inches, for the accessory building (garage), 11 feet for the hardscape, and seven feet for the landscape.

Excerpt from Appellant's Letter: *A soils report was not requested during Staff review, which included Public Works Engineering that review grading, drainage and retaining wall configurations during planning, nor requested during the Planning Commission to allow a proper engineering review for the life safety and stability concerns of the Commission members*.

Staff response: A soils report is not needed during the discretionary phase of the project, but would be required by the Town's engineer during the Building Permit phase.

Excerpt from Appellant's Letter: *A follow up question by a commission member was asked if a geotechnical study done to support grading at these levels. The response was*

yes, a soils report was performed that addresses both grading and foundation. The geotechnical engineer would supply a letter reviewing the structural engineer's foundation design and the civil engineer's grading design indicating substantial conformance with the conditions in the soils report during building plan check and grading permit. Please note that the geotechnical study and subsequent issuance of the soils report performed on June 13, 2024, contains the following:

- *Analyzes regional setting, geology, landsliding, site, subsurface and ground water;*
- *Laboratory testing for soil and bedrock properties along with moisture content & dry density;*
- *Findings for building site, slope stability and seismicity, including landsliding screening analysis;*
- *Recommendations for garage location, seismic design criteria, earthwork including grading and trenching, foundations, retaining walls, flat work and drainage;*
- *Conditions for plan view to ensure structural and civil design for the above elements are in substantial conformance to the issued soils report; and*
- *Requirements for construction observation.*

Staff response: A geotechnical study was not required during review of the Architecture and Site application, but would be required during review of a Building Permit for the project.

3. **Supporting Elements**: The applicant in the attachment to the appeal also provided supporting arguments to the proposed project, and excerpts are provided below:

Excerpt from supporting elements: *Request for exemption for LRV exceeding 30 was accepted by the commission since the colors, textures and materials will match the primary structure. The structure (1960's) was built well before the Hillside Development Standards & Guidelines for LRV limits were adopted in 2004*.

Staff response: As reflected in their discussion, the Planning Commission was generally supportive of the exception to LRV standards given the limited visibility of the project site.

Excerpt from supporting elements: *There are numerous items that would fall out of compliance and other elements would need to be addressed if the garage were elevated 7' -0" to meet the grading cut length limitations of the Hillside Development Standards & Guidelines.*

- *Modification of the turnaround space in front of the garage to elevate it by 7'-0" and requiring 7'-0" of hardscape fill which exceeds the fill lengths in the Hillside Development Standards & Guidelines;*
- *Retaining walls added that would exceed 5'-0" in height. A stepped approach would interfere with the primary residence;*

- *Modification of the driveway steeper than it currently is, much beyond the 15 degrees allowed by the Hillside Development Standards & Guidelines;*
- *Modification of the access to the primary structure and other portions of the property*
- *The resultant height of the accessory structure would be approximately 7'-0" higher than the primary structure;*
- *Elevation of the accessory structure would increase visibility and may overturn the LRV exemption because of its new prominence and visibility outside of the property;*
- *Fall out of compliance for the building height section in the Hillside Development Standards & Guidelines by being more than 3 feet above the existing grade; and*
- *There are other items within the Hillside Development Standards & Guidelines that would fall out of compliance as a result of lifting the garage structure.*

Staff response: The appellant notes that the expanded garage footprint would require other exceptions to the HDS&G were it modified to meet the grading depth limitations. Outside of the footprint of the existing garage, the site is constrained by sloped terrain and expanded development would require additional exceptions to the HDS&G, which provides that existing natural features, such as existing topography, shall be retained to the greatest extent feasible and integrated into the development project.

Excerpt from supporting elements: *As described by the dissenting Planning Commissioner, Steve Raspe, the project addresses Hillside Development Standards & Guidelines with satisfactory justification for LRV and grading exemptions and addresses County of Santa Clara Fire Department provisions to make the site safer than what currently exists today*.

Staff response: As reflected in their discussion, the Planning Commission was generally supportive of the exception to LRV standards given the limited visibility of the project site. The project was reviewed and approved by the Santa Clara County Fire Department, which approved an Alternate Means/Methods Request (AMMR) for the project. The Planning Commission was unable to make the required finding that the project was in compliance with the HDS&G due to the excessive depth of cut needed to construct an expanded garage and voted four to one to deny the application.

Excerpt from supporting elements: *The proposed project addresses fire-life safety as the site it is classified and located in a Very High Fire Hazard Severity Zone in State of California Responsibility Area as defined by CAL Fire (California Department of Forestry and Fire Protection) with the following provisions and mitigations*:

- *Approved AMMR (Alternate Means/Methods Request) #25-0417:*
  - *Installation of a 5,000 gallon fire water tank;*
  - *Installation and connection of a new wharf fire-hydrant;*
  - *Installation of NFPA 13D fire sprinklers in the garage;*
  - *Installation of 2-hour fire-rated walls between garage and breezeway; and*
  - *Install address signage at Cypress Way fork to accommodate increased visibility for emergency response personnel to effectively locate the property.*

- *Incorporation of State of California Wildland-Urban Interface Guidelines for building construction methods that reduce the hazard of building ignition with the following:*
  - *Exterior cladding with ignition resistant materials (stucco);*
  - *Class A asphalt roof tiles;*
  - *Closed eaves;*
  - *Ember resistant soffit vents;*
  - *Ember resistant ridge vents;*
  - *Ember resistant gable-end vents;*
  - *Metal-cladded door and frame assemblies with tempered glazing;*
  - *Windows double-paned and tempered;*
  - *All doors have perimeter weather stripping; and*
  - *Door bottoms included to reduce ember intrusion.*

- *Incorporation of State of California Wildland-Urban Interface Guidelines for defensible space to reduce hazardous vegetation around houses and reduce the potential severity of wildfire exposure with the following methods:*
  - *Zone a- Incorporation of non-combustible surfaces and materials within 5' of the garage. A total of 2 trees have been removed in this zone as well; and*
  - *Zone 1 - Removing a total of 6 trees in this zone to accommodate grading and accommodate a tree canopy fire break along with maintaining ground cover, removing dead weeds and elevating remaining tree canopies to at least 6'-0" clear from the ground.*

Staff response: The project was reviewed and approved by the Santa Clara County Fire Department, which approved an Alternate Means/Methods Request (AMMR) for the project.

Excerpt from supporting elements: *The colors, textures and materials will match the primary structure. The scale of the structure is within zoning height limitations and complies with the Hillside Development Standards. Other attributes are discussed further in detail in the section above including architectural style, height, bulk, scale, roofs, windows, materials, architectural features, privacy, sustainable design and fire-life safety. An exemption has been requested for the LRV exceeding 30 since the intent for the proposed garage assembly is to have the same materials, textures and colors to match the existing residence for what is already established on site*.

- *The colors, textures and materials will match the primary structure;*
- *Exterior cladding is stucco and will match the main residence;*
- *Roof is asphalt shingle tiles and will match the main residence Trim, gutters and facia will match the main residence;*
- *Doors will match the stucco color; and*
- *Lattice and breezeway wall will match the existing nearby BBQ terrace.*

Staff response: As reflected in their discussion, the Planning Commission was generally supportive of the exception to LRV standards given the limited visibility of the project site. The Planning Commission was unable to make the required finding that the project was in compliance with the HDS&G due to the excessive depth of cut needed to construct an expanded garage and voted four to one to deny the application.

PUBLIC COMMENTS:

Pursuant to Town policy, story poles are not required for this project as it is an accessory structure under 18 feet in height. Written notice was sent to property owners and residents within 500 feet of the subject property. Public comments received by 11:00 a.m., Thursday, June 12, 2025, are included as Attachment 6.

ENVIRONMENTAL REVIEW:

The project is Categorically Exempt pursuant to the adopted Guidelines for the Implementation of the California Environmental Quality Act (CEQA), Section 15303(a): New Construction or Conversion of Small Structures.

CONCLUSION:

A. Recommendation

For the reasons stated in this report, it is recommended that the Town Council uphold the decision of the Planning Commission and adopt a resolution (Attachment 1) denying the appeal.

B. Alternatives

Alternatively, the Town Council could continue the application to a date certain and:

1. Provide direction to staff to prepare a resolution to grant the appeal and remand the application back to the Planning Commission with specific direction;
2. Provide direction to staff to prepare a resolution granting the appeal and approving the application; or
3. Continue the application to a date certain with other specific direction.

ATTACHMENTS:

1. Draft Resolution to Deny Appeal and Uphold the PC Decision
2. April 23, 2025 Planning Commission Staff Report, with Exhibits 1-9
3. April 23, 2025 Planning Commission Verbatim Minutes
4. April 24, 2025 Planning Commission Action Letter
5. Appeal of the Planning Commission Decision, received April 30, 2025_Redacted
6. Public comments received by 11:00 a.m., Thursday, June 12, 2025

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Draft Resolution to be modified by Town Council deliberation and direction.

ITEM NO. 24.

DRAFT RESOLUTION 2025-__

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS DENYING AN APPEAL OF THE DECISION OF THE PLANNING COMMISSION DENYING A REQUEST TO DEMOLISH AN EXISTING ACCESSORY STRUCTURE AND CONSTRUCT A NEW ACCESSORY STRUCTURE EXCEEDING 1,000 SQUARE FEET IN GROSS FLOOR AREA AND SITE IMPROVEMENTS REQUIRING A GRADING PERMIT ON PROPERTY ZONED HR-2½.

APN: 532-24-004
ARCHITECTURE AND SITE APPLICATION: S-24-045
PROPERTY LOCATION: 16511 CYPRESS WAY
APPELLANT: SCOTT KOLANDER
PROPERTY OWNERS: SCOTT AND JACKIE KOLANDER
APPLICANT: MICHAEL HARRIS

WHEREAS, on April 23, 2025, the Planning Commission held a public hearing and considered a request to demolish an existing accessory structure and construct a new accessory structure exceeding 1,000 square feet in gross floor area and site improvements requiring a grading permit on property zoned HR-2½;

WHEREAS, the Town Code Section 12.20.015 (b) requires applying for a grading permit for any land disturbance of fifty (50) cubic yards or greater of graded material (combined total of cut and fill);

WHEREAS, the Planning Commission was unable to make the required finding that the project was in compliance with the Hillside Development Standards and Guidelines due to the excessive depth of cut needed to construct the proposed accessory structure and denied the Architecture and Site application;

WHEREAS, Planning Commission decisions are appealable in accordance with Town Code Section 29.20.275, which requires that the appellant demonstrate error or abuse of discretion;

WHEREAS, abuse of discretion can be demonstrated if the decision was not based upon substantial evidence;

WHEREAS, on April 30, 2025, the appellant/property owner filed a timely appeal of the decision of the Planning Commission denying the request to demolish an existing accessory structure and construct a new accessory structure exceeding 1,000 square feet in gross floor area and site improvements requiring a grading permit on property zoned HR-2½, indicating that there was an error or abuse by the Planning Commission and that the Planning Commission's decision is not supported by substantial evidence in the record;

WHEREAS, this matter came before the Town Council for a public hearing on June 17, 2025, and was regularly noticed in conformance with state and Town law;

WHEREAS, the Town Council received testimony and documentary evidence from the appellant and all interested persons who wished to testify or submit documents. The Town Council considered all testimony and materials submitted, including the record of the Planning Commission proceedings and the packet of materials contained in the Council Agenda Report for their meeting on June 17, 2025, along with any and all subsequent reports and materials prepared concerning this application; and

WHEREAS, the Town Council was unable to make the findings required to grant an appeal of a decision of the Planning Commission.

NOW, THEREFORE, BE IT RESOLVED:

In accordance with Town Code section 29.20.275, the Town Council finds and determines that:

1. There was not an error or abuse of discretion by the Planning Commission in denying the Architecture and Site application, because the application did not comply with the Hillside Development Standards and Guidelines.
2. The Planning Commission decision is supported by substantial evidence in the record, including, but not limited to, cut and fill depths that exceed the standards, which are considered contrary to the objectives outlined in the HDS&G, and includes site improvements outside of the building footprint with grading quantities of 293 cubic yards.
3. The appeal of the decision of the Planning Commission denying a request to demolish an existing accessory structure and construct a new accessory structure exceeding 1,000 square feet in gross floor area and site improvements requiring a grading permit on property zoned HR-2½ is denied, and the application denial is upheld.
4. The decision constitutes a final administrative decision pursuant to Code of Civil Procedure section 1094.6 as adopted by section 1.10.085 of the Town Code of the Town of Los Gatos. Any application for judicial relief from this decision must be sought within the time limits and pursuant to the procedures established by Code of Civil Procedure section 1094.6, or such shorter time as required by state and federal Law.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 17th day of June 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

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TOWN OF LOS GATOS
PLANNING COMMISSION
REPORT

MEETING DATE: 04/23/20

ITEM NO: 5

DATE: April 18, 2025

TO: Planning Commission

FROM: Joel Paulson, Community Development Director

SUBJECT: Consider a Request for Approval to Demolish an Existing Accessory Structure and Construct a New Accessory Structure Exceeding 1,000 Square Feet in Gross Floor Area and Site Improvements Requiring a Grading Permit on Property Zoned HR-2½. **Located at 16511 Cypress Way.** APN 532-24-004. Architecture and Site Application S-24-045. Exempt Pursuant to the CEQA Section 15303(a): New Construction or Conversion of Small Structures. Property Owners: Jackie and Scott Kolander. Applicant: Michael Harris. Project Planner: Suray Nathan.

RECOMMENDATION:

Denial.

PROJECT DATA:

General Plan Designation: Hillside Residential (0-1 dwelling unit/acre)
Zoning Designation: HR-2½ - Hillside Residential
Applicable Plans & Standards: Town Code, General Plan, Hillside Development Standards and Guidelines
Parcel Size: 54,624 square feet
Surrounding Area:

	Existing Land Use	General Plan	Zoning
North	Residential	Hillside Residential	HR-2½
South	Residential	Hillside Residential	HR-2½
East	Residential	Hillside Residential	HR-2½
West	Residential	Hillside Residential	HR-2½

PREPARED BY: Suray Nathan
Assistant Planner

Reviewed by: Planning Manager and Community Development Director

CEQA:

The project is Categorically Exempt pursuant to the adopted Guidelines for the Implementation of the California Environmental Quality Act, Section 15303(a): New Construction or Conversion of Small Structures.

FINDINGS:

- The project is Categorically Exempt pursuant to the adopted Guidelines for the Implementation of the California Environmental Quality Act, Section 15303(a): New Construction or Conversion of Small Structures;
- As required by Section 29.10.09030 (b)(2) of the Town Code for the demolition of an existing accessory structure;
- The project meets the objective standards of Chapter 29 of the Town Code (Zoning Regulations);
- The project is in compliance with the Hillside Development Standards and Guidelines for single-family residences with the exceptions to grading depths and light reflective value; and
- The project complies with the Hillside Specific Plan.

CONSIDERATIONS:

- As required by Section 29.20.150 of the Town Code, the considerations in review of an Architecture and Site application were all made in reviewing this project.

ACTION:

The decision of the Planning Commission is final unless appealed within ten days.

BACKGROUND:

The subject property is located on the south side of Cypress Way, approximately 1.4 miles southeast of Los Gatos Boulevard (Exhibit 1). All surrounding properties are zoned Hillside Residential and developed with single-family residential uses. The property is zoned HR-2½ and has a gross lot size of 54,624 square feet. The average slope of the property is 32 percent, and the resulting net lot size is 21,849 square feet.

On August 30, 2024, the applicant applied for an Architecture and Site Application for a 1,239-square foot detached accessory structure consisting of a three-car garage with a workshop.

The proposed project meets the technical requirements of the Town Code for floor area, height, setbacks, and on-site parking. As required by the Hillside Development Standards and Guidelines (HDS&G), the project is being considered by the Planning Commission due to the proposed accessory structure exceeding 1,000 square feet in gross floor area. The applicant also requests exceptions to the HDS&G standards for light reflective value (LRV) and the depth

of cut exceeding the maximum allowed for accessory buildings.

PROJECT DESCRIPTION:

A. Location and Surrounding Neighborhood

The subject property is located on the south side of Cypress Way, approximately 1.4 miles southeast of Los Gatos Boulevard (Exhibit 1). All surrounding properties are zoned Hillside Residential and developed with single-family residential uses.

B. Project Summary

The applicant is proposing a new 1,239-square foot detached accessory structure consisting of a three-car garage with a workshop. The proposed accessory structure would be located at the southeast end of the hillside property. The structure would have a maximum height of 15 feet, the maximum allowed for accessory structures. The project requires exceptions to the HDS&G for a LRV exceeding 30 and the depth of cut exceeding the maximum allowed for accessory buildings, hardscape, and landscape.

C. Zoning Compliance

A single-family residence is permitted in the HR-2½ zone. The proposed residence is in compliance with the allowable floor area, height, setbacks, and on-site parking requirements.

DISCUSSION:

A. Architecture and Site Analysis

The applicant proposes demolition of the existing 587-square foot two-car garage and attached 96-square foot shed with a breezeway (Exhibit 9, Sheet T-1). The maximum allowable floor area ratio for the subject lot is 4,900 square feet, and the total existing floor area is 3,777 square feet. The applicant proposes construction of a new 1,239-square foot, three-car garage with an approximately 19-foot breezeway for a total proposed floor area of 4,333 square feet. The site is located in a hillside neighborhood with large lots and many mature trees. The proposed garage is designed to complement the existing house, with three dormer windows that bring natural light into the interior. The applicant provided a Letter of Justification detailing the project and the requested exceptions to the HDS&G (Exhibit 4 and Exhibit 5). A summary of the floor area for the existing structures and the proposed garage is included in the following table.

Floor Area Summary		
	Existing Square Footage	**Proposed Square Footage**
Main Level (Single Story)	2,377	2,377
Accessory Structure	1,117	1,117
Attached Structure	96	0
Garage	587	1,239
Subtotal	4,177	4,733
Garage Credit (up to 400 sf)	(400)	(400)
Total Countable Floor Area	3,777	4,333

B. Building Design

The Town's Consulting Architect reviewed the proposed three-car garage with a breezeway on September 17, 2024 (Exhibit 6). The Consulting Architect had no issues or concerns and stated in the report that the proposed structure is characteristic of a carriage house style and shielded by landscaping from views of any adjacent neighbors. The Consulting Architect provided no recommendations for changes.

C. Building Height and Visibility

The proposed garage has a maximum height of 15 feet, which is the maximum allowable height per the HDS&G. The proposed structure is not visible per the HDS&G's visibility analysis criteria.

D. Grading

The project includes site improvements outside of the building footprint with grading quantities of 293 cubic yards, exceeding the 50 cubic yard threshold for requiring approval of a Grading Permit. Site grading is summarized in the table below.

Site Grading Summary (cubic yards)		
	Cut	Fill
Landscape	236	0
Hardscape	57	0
Total	**293**	**0**

E. Exceptions to the Hillside Development Standards and Guidelines

Light Reflective Value exceeding 30 (Chapter V, Standard I.2, page 44):

The HDS&G includes a standard requiring that building colors and materials blend with the predominant colors and values of the surrounding natural environment. It requires that the colors of exterior materials for structures that are not visible do not exceed an average LRV

of 30. The applicant proposes a color that matches the existing primary house, which has an LRV of 69, and the colors for facia, gutters, and downspouts of the house have an LRV of 93.

The applicant requests an exception to allow the application of the same color and materials with a greater LRV so the proposed structure will match the existing structure.

Grading depth of cut exceeding the maximum allowed (Chapter III, Standard A.1, page 20):

The HDS&G limits grading cut depths outside the footprint of a primary residence to four feet. The applicant proposes maximum cut depths of 13 feet, six inches, for the accessory building (garage), 11 feet for the hardscape, and seven feet for the landscape. The following table illustrates the proposed cut depths.

Maximum Graded Cuts and Fills Depth				
Site Element	**Proposed Cut Depth (Ft)**	**Max Allowed Cut Depth (Ft)**	**Fill**	**Earthwork Cut (CY)**
Accessory building	13.5	4	0	122
Hardscape	11	4	0	57
Landscape	7	4	0	236

Exhibit 9, Sheet A1.1, illustrates the depth of cuts for the accessory building (blue), hardscape (maroon), and landscape (green). The applicant notes in the Letter of Justification that the grading and cut depths are needed to maintain the same pad elevation as the existing garage and that elevating the garage would require significantly more grading and asphalt modifications. The applicant added that the same is true for additional cuts for the hardscape and landscape (Exhibit 5).

F. <u>Tree Impacts</u>

The development plans were reviewed by the Town's Consulting Arborist (Exhibit 7). The inventory contains 10 protected trees comprised of seven different species: three coast live oaks; two canary island pines; one holly; one pistache; one black pine; one Monterey pine; and one silk tree.

The project proposes removal of eight protected trees (#615, #617, #618, #619, #620, #623, and #624), including a pine tree. The pine tree was proposed for removal after the Town's Consulting Arborist review, but the Town's Arborist verified the size and species (Exhibit 9, Sheet A1.0). The Consulting Arborist provided recommendations for tree preservation and planting 26 replacement trees to offset the proposed tree removal. In the Letter of Justification for the project (Exhibit 5), the applicant states that they are not proposing any tree replacement as planting new trees will result in a greater fire hazard than the original condition. The applicant proposes in-lieu fees as an alternative to the recommended planting of 26 trees.

G. Parking and Guest Parking

Pursuant to Section 29.10.150 (c)(1) of the Town Code, a single-family residence requires two on-site parking spaces. The applicant has satisfied the requirement by including a detached three-car garage. The Hillside Specific Plan requires four additional guest parking spaces, and four guest spaces are proposed on the north side of the existing driveway (Exhibit 9, Sheet A1.1).

H. Neighbor Outreach

The applicant provided a sample letter and the list of homes where they hand-delivered the letter. They noted that only two neighbors are in the immediate vicinity of the property (Exhibit 8). No public comment was received at the time of this report's preparation.

I. CEQA Determination

The project is Categorically Exempt pursuant to the adopted Guidelines for the Implementation of the California Environmental Quality Act, Section 15303(a): New Construction or Conversion of Small Structures.

PUBLIC COMMENTS:

Story poles are not required for this project as it is an accessory structure under 18 feet in height. Written notice was sent to property owners and residents within 500 feet of the subject property. No public comment was received at the time of this report's preparation.

CONCLUSION:

A. Summary

The applicant is requesting approval of an Architecture and Site application to demolish an existing accessory structure and construct a new accessory structure exceeding 1,000 square feet in gross floor area and site improvements requiring a Grading Permit on property zoned HR-2 ½. The project is consistent with the property's zoning and General Plan Land Use designation. The project is in compliance with the objectives standards of the Town Code related to allowable floor area, height, setbacks, and on-site parking requirements. Due to the desired architectural program and the site's constraints, the applicant requests exceptions to the HDS&G for a LRV exceeding 30 and the depth of cut exceeding the maximum allowed for an accessory building (garage), hardscape, and landscape. The applicant provided a Letter of Justification discussing these requested exceptions (Exhibit 5). Aside from the requested exceptions, the project complies with the HDS&G.

B. Recommendation

Based on the analysis provided above, staff recommends that the Planning Commission deny the Architecture and Site application as the proposed LRV and the depth of cut are not consistent with the HDS&G standards.

C. Alternatives

Alternatively, the Commission can:

1. Approve the application by taking the following actions:
   a. Make the finding that the proposed project is Categorically Exempt pursuant to the adopted Guidelines for the implementation of the California Environmental Quality Act, Section 15303(a): New Construction or Conversion of Small Structures (Exhibit 2);
   b. Make the findings as required by Section 29.10.09030 (b)(2) of the Town Code for the demolition of an existing accessory structure (Exhibit 2);
   c. Make the finding that the project complies with the objective standards of Chapter 29 of the Town Code (Zoning Regulations) (Exhibit 2);
   d. Make the finding that the project complies with the Hillside Development Standards and Guidelines, with the exception to grading depths and LRV (Exhibit 2);
   e. Make the considerations as required by Section 29.20.150 of the Town Code for granting approval of an Architecture and Site application (Exhibit 2); and
   f. Approve Architecture and Site application S-24-045 with the conditions contained in Exhibit 3 and the development plans in Exhibit 9.

2. Continue the matter to a date certain with specific direction; or
3. Approve the application with additional and/or modified conditions.

EXHIBITS:

1. Location Map
2. Required Findings
3. Recommended Conditions of Approval
4. Project Description
5. Letter of Justification
6. Consulting Architect's Report
7. Consulting Arborist's Report
8. Applicant's neighborhood outreach efforts
9. Development Plans

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16511 Cypress Way

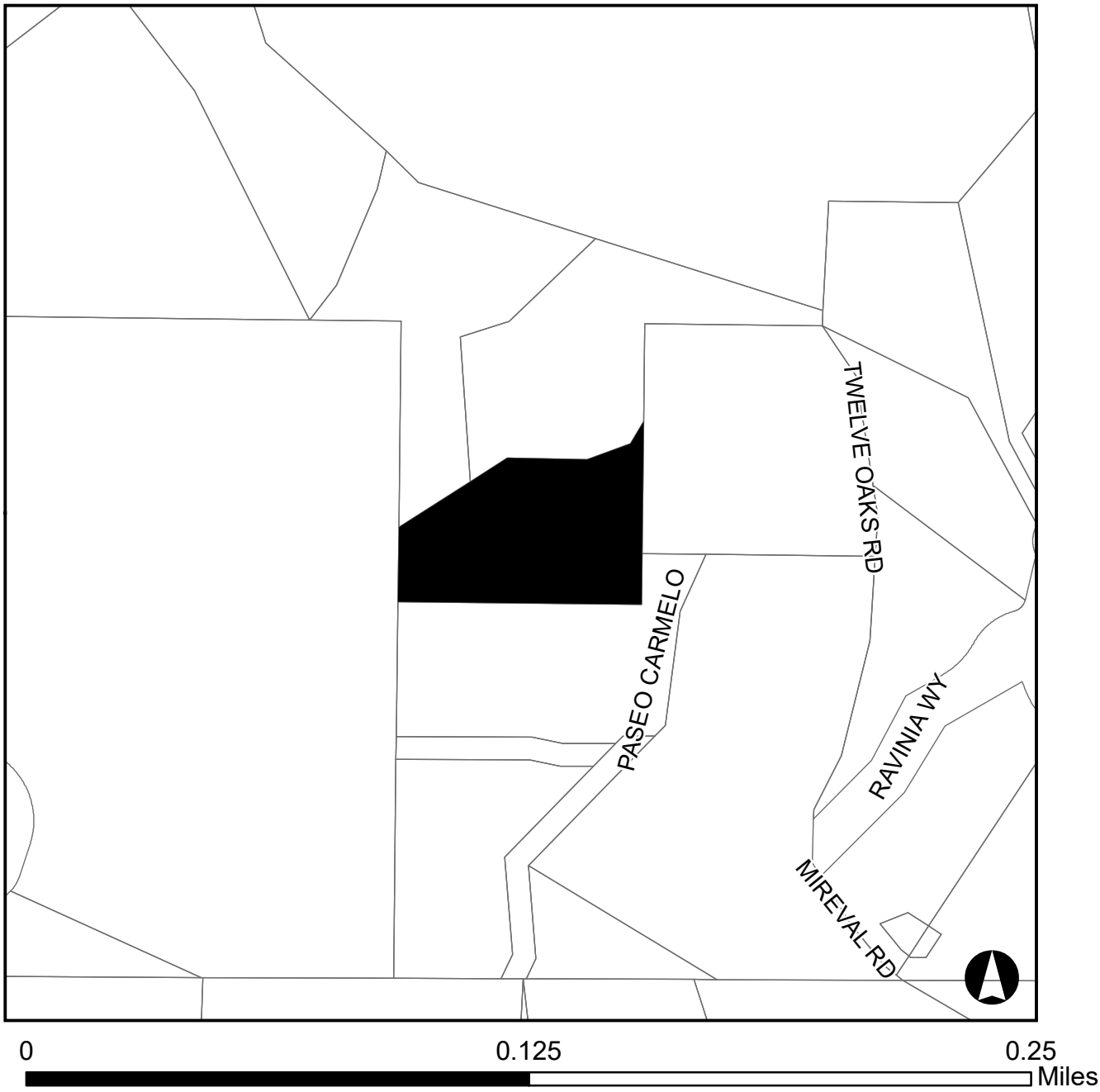

EXHIBIT 1

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PLANNING COMMISSION – *April 23, 2025*
REQUIRED FINDINGS AND CONSIDERATIONS FOR:

16511 Cypress Way
Architecture and Site Application S-24-045

Consider a Request for Approval to Demolish an Existing Accessory Structure and Construct a New Accessory Structure Exceeding 1,000 square feet in Gross Floor Area and Site Improvements Requiring a Grading Permit on Property Zoned HR-2½. APN 532-24-004. Exempt Pursuant to the CEQA Section 15303(a): New Construction or Conversion of Small Structures.

Property Owners: Jackie and Scott Kolander
Applicant: Michael Harris
Project Planner: Suray Nathan

FINDINGS

Required finding for CEQA:

- The project is Categorically Exempt pursuant to the adopted Guidelines for the Implementation of the California Environmental Quality Act, Section 15303(a): New Construction or Conversion of Small Structures.

Required finding for the demolition of existing structures:

- As required by Section 29.10.09030 (b)(2) of the Town Code for the demolition of an existing accessory structure:

1. The Town's housing stock will be maintained as the accessory structure proposed for demolition is not a dwelling unit;
2. The existing structure has no architectural or historical significance;
3. The property owner does not desire to maintain the structure as it exists; and
4. The economic utility of the structures was considered.

Required compliance with the Zoning Regulations:

- The project meets the objective standards of Chapter 29 of the Town Code (Zoning Regulations).

Required compliance with the Hillside Development Standards and Guidelines:

- As required by the Hillside Development Standards and Guidelines (HDS&G), the project is in compliance with the applicable sections of the HDS&G with the exceptions to grading depths and light reflective value.

Compliance with Hillside Specific Plan

- The proposed development is consistent with the development criteria included in the Specific Plan.

CONSIDERATIONS

Required considerations in review of Architecture and Site applications:

- As required by Section 29.20.150 of the Town Code, the considerations in review of an Architecture and Site application were all made in reviewing this project.

PLANNING COMMISSION – *April 23, 2025*
CONDITIONS OF APPROVAL

<u>16511 Cypress Way</u>
Architecture and Site Application S-24-045

Consider a Request for Approval to Demolish an Existing Accessory Structure and Construct a New Accessory Structure Exceeding 1,000 square feet in Gross Floor Area and Site Improvements Requiring a Grading Permit on Property Zoned HR-2½. APN 532-24-004. Exempt Pursuant to the CEQA Section 15303(a): New Construction or Conversion of Small Structures.

Property Owners: Jackie and Scott Kolander
Applicant: Michael Harris
Project Planner: Suray Nathan

TO THE SATISFACTION OF THE COMMUNITY DEVELOPMENT DIRECTOR:

Planning Division

1. APPROVAL: This application shall be completed in accordance with all of the conditions of approval and in substantial compliance with the approved plans. Any changes or modifications to the approved plans and/or business operation shall be approved by the Community Development Director, Development Review Committee, or the Planning Commission depending on the scope of the changes.
2. EXPIRATION: The approval will expire two years from the approval date pursuant to Section 29.20.320 of the Town Code, unless the approval has been vested.
3. OUTDOOR LIGHTING: Exterior lighting shall be kept to a minimum, and shall be down directed fixtures that will not reflect or encroach onto adjacent properties. No flood lights shall be used unless it can be demonstrated that they are needed for safety or security.
4. TREE REMOVAL PERMIT: A Tree Removal Permit shall be obtained for any trees to be removed, prior to the issuance of a building or grading permit.
5. EXISTING TREES: All existing trees shown on the plan and trees required to remain or to be planted are specific subjects of approval of this plan, and must remain on the site.
6. ARBORIST REQUIREMENTS: The developer shall implement, at their cost, all recommendations identified in the Arborist's report for the project, on file in the Community Development Department. These recommendations must be incorporated in the building permit plans and completed prior to issuance of a building permit where applicable.
7. TREE FENCING: Protective tree fencing and other protection measures consistent with Section 29.10.1005 of the Town Code shall be placed at the drip line of existing trees prior to issuance of demolition and building permits and shall remain through all phases of construction. Include a tree protection plan with the construction plans.
8. TREE STAKING: All newly planted trees shall be double-staked using rubber tree ties.
9. FRONT YARD LANDSCAPE: Prior to issuance of a Certificate of Occupancy the front yard

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must be landscaped.

10. WATER EFFICIENCY LANDSCAPE ORDINANCE: The final landscape plan shall meet the Town of Los Gatos Water Conservation Ordinance or the State Water Efficient Landscape Ordinance, whichever is more restrictive. A review fee based on the current fee schedule adopted by the Town Council is required when working landscape and irrigation plans are submitted for review.
11. PROJECT IDENTIFICATION SIGNAGE: Project identification signage on the project site shall be removed within 30 days of approval of the Architecture and Site application.
12. NESTING BIRDS: To avoid impacts to nesting birds, the removal of trees and shrubs shall be minimized to the greatest extent feasible. Construction activities that include any tree removal, pruning, grading, grubbing, or demolition shall be conducted outside of the bird nesting season (January 15 through September 15) to the greatest extent feasible. If this type of construction starts, if work is scheduled to start or if work already occurring during the nesting season stops for at least two weeks and is scheduled to resume during the bird nesting season, then a qualified biologist shall conduct a pre-construction surveys for nesting birds to ensure that no nests would be disturbed during project construction. If project-related work is scheduled during the nesting season (February 15 to August 30 for small bird species such as passerines; January 15 to September 15 for owls; and February 15 to September 15 for other raptors), a qualified biologist shall conduct nesting bird surveys. Two surveys for active nests of such birds shall occur within 14 days prior to start of construction, with the second survey conducted with 48 hours prior to start of construction. Appropriate minimum survey radius surrounding each work area is typically 250 feet for passerines, 500 feet for smaller raptors, and 1,000 feet for larger raptors. Surveys shall be conducted at the appropriate times of day to observe nesting activities. If the qualified biologist documents active nests within the project site or in nearby surrounding areas, an appropriate buffer between each nest and active construction shall be established. The buffer shall be clearly marked and maintained until the young have fledged and are foraging independently. Prior to construction, the qualified biologist shall conduct baseline monitoring of each nest to characterize “normal” bird behavior and establish a buffer distance, which allows the birds to exhibit normal behavior. The qualified biologist shall monitor the nesting birds daily during construction activities and increase the buffer if birds show signs of unusual or distressed behavior (e.g. defensive flights and vocalizations, standing up from a brooding position, and/or flying away from the nest). If buffer establishment is not possible, the qualified biologist or construction foreman shall have the authority to cease all construction work in the area until the young have fledged and the nest is no longer active.
13. SPECIAL-STATUS BATS: Approximately 14 days prior to tree removal or structure demolition activities, a qualified biologist shall conduct a habitat assessment for bats and potential roosting sites in trees to be removed, in trees within 50 feet of the development footprint, and within and surrounding any structures that may be disturbed by the project. These surveys will include a visual inspection of potential roosting features (bats need not be present) and a search for presence of guano within the project site, construction access routes, and 50 feet around these areas. Cavities, crevices, exfoliating bark, and bark fissures that could provide suitable potential nest or roost habitat for bats

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shall be surveyed. Assumptions can be made on what species is present due to observed visual characteristics along with habitat use, or the bats can be identified to the species level with the use of a bat echolocation detector such as an “Anabat” unit. Potential roosting features found during the survey shall be flagged or marked.

If no roosting sites or bats are found, a letter report confirming absence will be prepared and no further measures are required.

If bats or roosting sites are found, a letter report and supplemental documents will be prepared prior to grading permit issuance and the following monitoring, exclusion, and habitat replacement measures will be implemented:

a. If bats are found roosting outside of the nursery season (May 1 through October 1), they will be evicted as described under (b) below. If bats are found roosting during the nursery season, they will be monitored to determine if the roost site is a maternal roost. This could occur by either visual inspection of the roost bat pups, if possible, or by monitoring the roost after the adults leave for the night to listen for bat pups. If the roost is determined to not be a maternal roost, then the bats will be evicted as described under (b) below. Because bat pups cannot leave the roost until they are mature enough, eviction of a maternal roost cannot occur during the nursery season. Therefore, if a maternal roost is present, a 50-foot buffer zone (or different size if determined in consultation with the CDFW) will be established around the roosting site within which no construction activities including tree removal or structure disturbance will occur until after the nursery season.
b. If a non-breeding bat hibernaculum is found in a tree or snag scheduled for removal or on any structures scheduled to be disturbed by project activities, the individuals will be safely evicted, under the direction of a qualified bat biologist. If pre-construction surveys determine that there are bats present in any trees to be removed, exclusion structures (e.g. one-way doors or similar methods) shall be installed by a qualified biologist. The exclusion structures shall not be placed until the time of year in which young are able to fly, outside of the nursery season. Information on placement of exclusion structures shall be provided to the CDFW prior to construction.

If needed, other methods conducted under the direction of a qualified bat biologist could include: carefully opening the roosting area in a tree or snag by hand to expose the cavity and opening doors/windows on structures, or creating openings in walls to allow light into the structures. Removal of any trees or snags and disturbance of any structures will be conducted no earlier than the following day (i.e., at least one night will be provided between initial roost eviction disturbance and tree removal/structure disturbance). This action will allow bats to leave during dark hours, which increases their chance of finding new roosts with a minimum of potential predation.

14. ARCHAEOLOGICAL RESOURCES AND HUMAN REMAINS:
    a. In the event that archaeological traces are encountered, all construction within a 50-meter radius of the find will be halted, the Community Development Director will be

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notified, and an archaeologist will be retained to examine the find and make appropriate recommendations.

b. If human remains are discovered, the Santa Clara County Coroner will be notified. The Coroner will determine whether or not the remains are Native American. If the Coroner determines the remains are not subject to his authority, he will notify the Native American Heritage Commission, who shall attempt to identify descendants of the deceased Native Americans.

c. If the Community Development Director finds that the archaeological find is not a significant resource, work will resume only after the submittal of a preliminary archaeological report and after provisions for reburial and ongoing monitoring are accepted. Provisions for identifying descendants of a deceased Native American and for reburial will follow the protocol set forth in CEQA Guidelines Section 15064.5(e). If the site is found to be a significant archaeological site, a mitigation program will be prepared and submitted to the Community Development Director for consideration and approval, in conformance with the protocol set forth in Public Resources Code Section 21083.2.

d. A final report shall be prepared when a find is determined to be a significant archaeological site, and/or when Native American remains are found on the site. The final report will include background information on the completed work, a description and list of identified resources, the disposition and curation of these resources, any testing, other recovered information, and conclusions.

15. DUSKY-FOOTED WOODRATS: This project will implement the following standard measures to minimize impacts on woodrats and active woodrat nests on the project site.

a. PRECONSTRUCTION SURVEY. A qualified biologist will conduct a preconstruction survey for San Francisco dusky-footed woodrat nests within 30 days of the start of work activities. If active woodrat nests are determined to be present in, or within 10 feet of the impact areas, the conditions below (Avoidance and/or Nest Relocation) will be implemented, as appropriate. If no active woodrat nests are present on or within 10 feet of impact areas, no further conditions are warranted.

b. AVOIDANCE. Active woodrat nests that are detected within the work area will be avoided to the extend feasible. Ideally, a minimum 10-foot buffer will be maintained between project activities and woodrat nests to avoid disturbance. In some situations, a small buffer may be allowed if, in the opinion of a qualified biologist, nest relocation (below) would represent a greater disturbance to the woodrats than the adjacent work activities.

c. NEST RELOCATION. If avoidance of active woodrat nests within and immediately adjacent to (within 10 feet of) the work areas is not feasible, then nest materials will be relocated to suitable habitat as close to the project site as possible (ideally, within or immediately adjacent to the project site).

Relocation efforts will avoid the peak nesting season (February-July) to the maximum extent feasible. Prior to the start of construction activities, a qualified biologist will disturb the woodrat nest to the degree that all woodrats leave the nest and seek refuge outside of the construction area. Disturbance of the woodrat nest will be

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initiated no earlier than one hour before dusk to prevent the exposure of woodrats to diurnal predators. Subsequently, the biologist will dismantle and relocate the nest material by hand. During the deconstruction process, the biologist will attempt to assess if there are juveniles in the nest. If immobile juveniles are observed, the deconstruction process will be discontinued until a time when the biologist believes the juveniles will be capable of independent survival (typically after 2 to 3 weeks). A no-disturbance buffer will be established around the nest until the juveniles are mobile. The nest may be dismantled once the biologist has determined that adverse impacts on the juveniles would not occur.

16. TOWN INDEMNITY: Applicants are notified that Town Code Section 1.10.115 requires that any applicant who receives a permit or entitlement ("the Project") from the Town shall defend (with counsel approved by Town), indemnify, and hold harmless the Town, its agents, officers, and employees from and against any claim, action, or proceeding (including without limitation any appeal or petition for review thereof) against the Town or its agents, officers or employees related to an approval of the Project, including without limitation any related application, permit, certification, condition, environmental determination, other approval, compliance or failure to comply with applicable laws and regulations, and/or processing methods ("Challenge"). Town may (but is not obligated to) defend such Challenge as Town, in its sole discretion, determines appropriate, all at applicant's sole cost and expense.

    Applicant shall bear any and all losses, damages, injuries, liabilities, costs and expenses (including, without limitation, staff time and in-house attorney's fees on a fully-loaded basis, attorney's fees for outside legal counsel, expert witness fees, court costs, and other litigation expenses) arising out of or related to any Challenge ("Costs"), whether incurred by Applicant, Town, or awarded to any third party, and shall pay to the Town upon demand any Costs incurred by the Town. No modification of the Project, any application, permit certification, condition, environmental determination, other approval, change in applicable laws and regulations, or change in such Challenge as Town, in its sole discretion, determines appropriate, all the applicant's sole cost and expense. No modification of the Project, any application, permit certification, condition, environmental determination, other approval, change in applicable laws and regulations, or change in processing methods shall alter the applicant's indemnity obligation.
17. COMPLIANCE MEMORANDUM: A memorandum shall be prepared and submitted with the building plans detailing how the Conditions of Approval will be addressed.

Building Division

18. PERMITS REQUIRED:
    a. A demolition permit is required for the complete demolition of the existing detached garage.
    b. A Building Permit is required for the construction of a new detached garage and associated retaining walls.

19. APPLICABLE CODES: The current codes, as amended and adopted by the Town of Los

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Gatos as of January 1, 2023, are the 2022 California Building Standards Code, California Code of Regulations Title 24, Parts 1-12.

20. CONDITIONS OF APPROVAL: The Conditions of Approval must be included on plan sheets within the construction plans. A Compliance Memorandum shall be prepared and submitted with the building permit application detailing how the Conditions of Approval will be addressed.
21. SIZE OF PLANS: Minimum size 24” x 36”, maximum size 30” x 42”.
22. SOILS REPORT: A Soils Report, prepared to the satisfaction of the Building Official, containing foundation, and retaining wall design recommendations, shall be submitted with the Building Permit Application. This report shall be prepared by a licensed Civil Engineer specializing in soils mechanics.
23. FOUNDATION INSPECTIONS: A pad certificate prepared by a licensed civil engineer or land surveyor shall be submitted to the project Building Inspector at foundation inspection. This certificate shall certify compliance with the recommendations as specified in the Soils Report, and that the building pad elevations and on-site retaining wall locations and elevations have been prepared according to the approved plans. Horizontal and vertical controls shall be set and certified by a licensed surveyor or registered Civil Engineer for the following items:
    a. Building pad elevation
    b. Finish floor elevation
    c. Foundation corner locations
    d. Retaining wall(s) locations and elevations

24. HAZARDOUS FIRE ZONE: All projects in the Town of Los Gatos require Class A roof assemblies.
25. WILDLAND-URBAN INTERFACE: This project is located in a Wildland-Urban Interface High Fire Area and must comply with Section R337 of the 2022 California Residential Code, Public Resources Code 4291 and California Government Code Section 51182.
    a. Provide defensible space/fire break landscaping plan prepared by a California licensed Landscape Architect in conformance with California Public Resources Code 4291 and California Government Code Section 51182.
    b. Prior to final inspection, provide a letter from a California licensed Landscape Architect certifying the landscaping and vegetation clearance requirements have been completed per the California Public Resources Code 4291 and Government Code Section 51182.

26. SPECIAL INSPECTIONS: When a special inspection is required by CBC Section 1704, the Architect or Engineer of Record shall prepare an inspection program that shall be submitted to the Building Official for approval prior to issuance of the Building Permit. The Town Special Inspection form must be completely filled-out and signed by all requested parties prior to permit issuance. Special Inspection forms are available online at www.losgatosca.gov/building.
27. BLUEPRINT FOR A CLEAN BAY SHEET: The Town standard Santa Clara Valley Nonpoint Source Pollution Control Program Sheet (page size same as submitted drawings) shall be

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part of the plan submittal. The specification sheet is available online at www.losgatosca.gov/building.

28. APPROVALS REQUIRED: The project requires the following departments and agencies approval before issuing a building permit:
    a. Community Development – Planning Division: (408) 354-6874
    b. Engineering/Parks & Public Works Department: (408) 399-5771
    c. Santa Clara County Fire Department: (408) 378-4010
    d. Local School District: The Town will forward the paperwork to the appropriate school district(s) for processing. A copy of the paid receipt is required prior to permit issuance.

TO THE SATISFACTION OF THE DIRECTOR OF PARKS & PUBLIC WORKS:

Engineering Division

29. PAYMENT OF PARKS AND PUBLIC WORKS ("PPW") ENGINEERING PLAN CHECK FEE AND INSPECTION FEE – At the time of the first construction submittal, the Applicant shall submit to the Town Engineer for approval a detailed construction project cost estimate prepared and stamped by the Applicant's civil engineer. The cost estimate shall break out on-site and off-site improvements separately. This cost estimate will be used to determine the Engineering Plan Check Fee. A final construction cost estimate shall be provided once the project plans are approved. This cost estimate will be used to determine the Engineering Inspection Fee. The Engineering Inspection Fee must be paid prior to the issuance of any construction related permit.
30. CONSTRUCTION ACTITIVITIES MITIGATION FEE (ORDINANCE 2189) – Per the Town's Comprehensive Fee Schedule, the project is subject to the Town's Construction Activities Mitigation Fee based on the square footage of new buildings. The fee is $1.43 per square foot of new residential and non-residential building area. The fee shall be calculated based on the square footage total for all units shown on the construction plans to the approval of the Town Engineer. The project plans indicate the new building area of 1,239 SF resulting in a fee of $1,771.77. Payment of this fee shall pe paid prior to issuance of the first building permit.
31. GRADING PERMIT – A grading permit is required for all site grading and drainage work that is outside the perimeter of a building, retaining wall footing, or other structure authorized by a valid building permit. The Applicant must submit a grading permit application after the appeal period of the entitlement approval process has passed. Submittals are accepted through Accela only. The grading permit application shall include detailed grading plans and associated required materials. Plan check fees are based on the scope of onsite work. Prior to approval of the grading permit, the Applicant shall pay all fees due and provide faithful performance and payment securities for the performance of the work described and delineated on the approved grading plan, final erosion and sedimentation control plan, and interim erosion and sedimentation control plan (if required), in an amount to be set by the Town Engineer (but not to exceed one hundred (100) percent) of the approved estimated cost of the grading and erosion and

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sedimentation control measures. The form of security shall be one or a combination of the following to be determined by the Town Engineer and subject to the approval of the Town Attorney: (1) Bond or bonds issued by one or more duly authorized corporate sureties on a form approved by the Town; (2) Deposit with the Town, money, or negotiable bonds of the kind approved for securing deposits of public monies; or (3) other instrument of credit from one or more financial institutions subject to regulation by the State or Federal Government wherein such financial institution pledges funds are on deposit and guaranteed for payment. The grading permit shall be issued prior to the issuance of the building permit unless otherwise allowed by the Town Engineer. The permit shall be limited to work shown on the grading plans approved by the Town Engineer. In granting a permit, the Town Engineer may impose any condition deemed necessary to protect the health, safety, and welfare of the public, to prevent the creation of a nuisance or hazard to public or private property, and to assure proper completion of the grading including but not limited to: (1) Mitigation of adverse environmental impacts; (2) Improvement of any existing grading or correction of any existing grading violation to comply with Town Code; (3) Requirements for fencing or other protection of grading which would otherwise be hazardous; (4) Requirements for dust, erosion, sediment, and noise control, hours of operation and season of work, weather conditions, sequence of work, access roads, and haul routes; (5) Requirements for safeguarding watercourses from excessive deposition of sediment or debris in quantities exceeding natural levels; (6) Assurance that the land area in which grading is proposed and for which habitable structures are proposed is not subject to hazards of land slippage or significant settlement or erosion and that the hazards of seismic activity or flooding can be eliminated or adequately reduced; (7) Temporary and permanent landscape plans.

32. TREE REMOVAL PERMIT – The Applicant shall apply and obtain a Tree Removal Permit from the Parks and Public Works Department for the removal of existing trees on-site or in the public right-of-way prior to the issuance of a building permit or demolition building permit, whichever is issued first. Tree removals shall be consistent with the arborist report and approved entitlement plans.
33. CONSTRUCTION PHASE PLAN SUBMITTAL REQUIREMENTS – The Grading Permit Plans ("Grading Plans") shall be submitted to Parks and Public Works Department along with a title report dated no older than 30 days from the date the Grading Plans are submitted. The Grading Plans shall be submitted at the same time as the Building Plans are submitted to the Building Department. All improvements shall be designed and constructed in accordance with Federal law, State law, Los Gatos Town Code, and the Los Gatos Standard Specifications and Details.
    a. Construction drawings shall comply with Section 1 (Construction Plan Requirements) of the Town's Engineering Design Standards, which are available for download from the Town's website. The Grading Plans shall include:
    b. A cover sheet with at least the proposed development vicinity map showing nearby and adjacent major streets and landmarks, property address, APN, scope of work, project manager and property owner, a "Table of Responsibilities" summarizing ownership, access rights, and maintenance responsibilities for each facility (streets, utilities, parks, landscaping, etc.), a sheet index including a sequential numeric page

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number for each sheet (i.e. “Sheet 1 of 54”), the lot size, required and proposed lot setbacks by type, proposed floor areas by type for each building, average slope, proposed maximum height, and required and proposed parking count and type.

c. The Approved Conditions of Approval printed within the plan set starting on the second sheet of the plan set.
d. An Existing Site Plan showing existing topography, bearing and distance information for all rights-of-way, easements, and boundaries, any existing easements proposed to be quit-claimed, existing hardscape, existing above ground utility features, and existing structures. The Grading Plans shall identify the vertical elevation datum, date of survey, and surveyor responsible for the data presented.
e. A Proposed Site Plan showing proposed topography, boundaries, proposed and existing to remain easements, hardscape, above ground utility features (hydrants, transformers, control cabinets, communication nodes, etc.), and structures. Include top and bottom elevations of every inflection point of each proposed wall. Include utility details. Showing appropriate line types and labels to identify the different types of utilities and pipe sizes. Utility boxes, hydrants, backflow preventers, water meters, sanitary sewer cleanouts, etc. Distinguish proposed linework from existing linework using heavier line type for proposed.
f. A Grading and Drainage Plan clearly showing existing onsite and adjacent topography using labeled contour lines, drainage direction arrows with slope value, and break lines. Proposed and existing to remain hardscape elevations must be provided in detail including slope arrows.
g. A Landscaping Plan for the project site shall clearly identify public and private utilities and points of demarcation between the two.
h. General Notes found in the Town of Los Gatos General Guidelines.
i. A statement in the general notes indicating the need to obtain a Caltrans Oversized/Overweight Vehicles Transportation Permit if oversized or overweight vehicles are expected to be used

34. EXISTING FACILITY PROTECTION AND REPAIR – All existing public utilities shall be either protected in place, relocated, or repaired. The Applicant shall repair or replace all existing improvements not designated for removal, and all new improvements that are damaged during construction or removed because of the Applicant’s operations. This includes sidewalk, curb and gutter, streetlights, valley gutters, curb ramps, and any other existing improvements in the area that are not intended to be removed and replaced. The Applicant shall request a walk-through with the PPW construction Inspector before the start of construction to verify existing conditions. Said repairs shall be completed prior to issuance of the first certificate of occupancy of the project.
35. UTILITY RESPONSIBILITIES – The Applicant is responsible for all expenses necessary to connect to the various utility providers. Currently, the public storm sewer system is owned and maintained by the Town of Los Gatos, the water system in Los Gatos is owned and maintained by San José Water Company, and the sanitary sewer system in Los Gatos is owned and maintained by West Valley Sanitation District. Any alterations of the approved utilities listed must be approved by the Town prior to any construction.
36. DEVELOPER STORM WATER QUALITY RESPONSIBILITY – The Applicant is responsible for

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ensuring that all contractors including subcontractors are aware of all stormwater quality measures and implement such measures. The Applicant shall perform all construction activities in accordance with approved Improvement Plans, Los Gatos Town Code Chapter 12 – Grading, Erosion and Sediment Control, and the National Pollutant Discharge Elimination System (NPDES) General Permit. Failure to comply with these rules and regulations will result in the issuance of correction notices, citations, or a project stop order.

37. SITE DRAINAGE – Rainwater leaders shall be discharged to splash blocks. No through curb drains will be allowed. No improvements shall obstruct or divert runoff to the detriment of an adjacent, downstream or down slope property.
38. OFF-SITE DRAINAGE – The Applicant shall not alter any existing drainage patterns without an approved Grading Permit.
39. GRADING & DRAINAGE WINTER MORATORIUM – All grading activity shall comply with the Municipal Regional Stormwater Permit and Chapter 12 of the Town Code. There shall be no earthwork disturbance or grading activities between October 15th and April 15th of each year unless approved by the Town Engineer. To be considered for approval, the Applicant must submit a Winterization Erosion Control Plan certified by a California certified QSD to the Town Engineer for review and approval. If grading is allowed during the rainy season, a maximum of two (2) weeks is allowed between clearing of an area and stabilizing/building on the exposed area. The submission of a certified plan does not guarantee approval. Any approved and executed plan must be kept on-site while the project is in construction.
40. EROSION CONTROL – The Applicant shall prepare and submit interim and final erosion control plans to the Town Engineer for review and approval. The interim erosion control plan(s) shall include measures carried out during construction before final landscaping is installed. Multiple phases of interim erosion control plans may be necessary depending on the complexity of the project. Interim erosion control best management practices may include silt fences, fiber rolls, erosion control blankets, Town approved seeding mixtures, filter berms, check dams, retention basins, etc. The Applicant shall install, maintain, and modify the erosion control measures as needed to continuously protect downstream water quality. In the event an emergency modification is deemed necessary, the Applicant must implement necessary measures to protect downstream waterways immediately and then submit the changes made within 24-hours to the Town Engineer for review and approval. The erosion control plans shall follow applicable measures contained in the most current Santa Clara County National Pollutant Discharge Elimination System (NPDES) Municipal Regional Permit (MRP). Any fees or penalties assessed against the Town in response to the Applicant's failure to comply with the Permit must be paid by the Applicant. The Applicant must permit Town staff onsite to conduct periodic NPDES inspections throughout the recognized storm season to verify compliance with the Construction General Permit and Stormwater ordinances and regulations.
41. GEOTECHNICAL REVIEW – Prior to building permit issuance, the Applicant's Geotechnical Engineer shall submit a design level geotechnical report. The report will require a peer review by the Town's geological and geotechnical consultant. A deposit and fee for the peer review will be required per the Town's current fee schedule, unless there are any

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remaining deposit funds from the entitlement phase. The Town will route the design level geotechnical report to the Town's peer review consultant once the report is submitted and deposit and fee are available. Once approved, the geotechnical engineer shall review the grading and drainage plan and proposed pavement and foundation design to verify that the design is in accordance with their recommendations. The Applicant's Geotechnical Engineer's approval shall be conveyed to the Town either by letter or by signing and stamping the plans. All grading operations and soil compaction activities shall be per the approved project's design level geotechnical report. The Applicant shall add this condition to the general notes on the grading plan.

42. GEOTECHNICAL ENGINEER OBSERVATION – All grading activities shall be conducted under the observation of, and tested by, a licensed geotechnical engineer. A report shall be filed with the Town of Los Gatos for each phase of construction stating that all grading activities were performed in conformance with the requirements of the project's design level geotechnical report. The Applicant shall submit a Final Geotechnical Construction Observation and Testing Summary in an "as-built" letter/report prepared and submitted to the Town prior to issuance of the certificate of occupancy. The Applicant shall add this condition to the general notes on the grading plan.
43. PRECONSTRUCTION MEETING – After the issuance of any Grading or Encroachment permit and before the commencement of any on or off-site work, the Applicant shall request a pre-construction meeting with the PPW Inspector to discuss the project conditions of approval, working hours, site maintenance, and other construction matters. At that meeting, the Applicant shall submit a letter acknowledging each of the following:
    a. They have read and understand these project Conditions of Approval.
    b. They will require that all project sub-contractors read and understand these project Conditions of Approval.
    c. They will post a copy of these project Conditions of Approval on-site and ensure the posting always remains intact during construction.

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO RELEASE OF UTILITIES, FINAL INSPECTION, OR ISSUANCE OF A CERTIFICATE OF OCCUPANCY, WHICHEVER OCCURS FIRST, OR IF ANOTHER DEADLINE IS SPECIFIED IN A CONDITION, AT THAT TIME.

44. RESTORATION OF PUBLIC IMPROVEMENTS – The Applicant shall repair or replace all existing improvements not designated for removal that are damaged or removed during construction. Improvements such as, but not limited to curbs, gutters, sidewalks, driveways, signs, streetlights, pavements, raised pavement markers, thermoplastic pavement markings, etc., shall be repaired or replaced to a condition equal to or better than the original condition. Any new concrete shall be free of stamps, logos, names, graffiti, etc. Existing improvement to be repaired or replaced shall be at the direction of the PPW Inspector and shall comply with all Title 24 Disabled Access provisions. The restoration of all improvements identified by the PPW Inspector shall be completed before the issuance of a certificate of occupancy. The Applicant shall request a walk-through with the PPW Inspector before the start of construction to verify existing

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conditions.

THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH AT ALL TIMES DURING THE CONSTRUCTION PHASE OF THE PROJECT, OR IF ANOTHER DEADLINE IS SPECIFIED IN A CONDITION, AT THAT TIME

45. PROJECT CONSTRUCTION SETUP – All storage and office trailers will be kept off the public right-of-way.
46. PUBLIC WORKS CONSTRUCTION NOTICE – The contractor shall notify the PPW Inspector at least ten (10) working days prior to the start of any construction work. At that time, the Contractor shall provide an initial project construction schedule and a 24-hour emergency telephone number list.
47. PROJECT CONSTRUCTION SCHEDULE – The contractor shall submit the project schedule in a static PDF 11”x17” format and Microsoft Project, or an approved equal. The Contractor shall identify the scheduled critical path for the installation of improvements to the approval of the Town Engineer. The schedule shall be updated monthly and submitted to the PPW Inspector in the same formats as the original.
48. PROJECT CONSTRUCTION HANDOUT – The Contractor shall provide to the Town Engineer for approval a construction information handout for the purpose of responding to questions the Town receives regarding the project construction (one- or two-page document).
49. PROJECT CONSTRUCTION SUPERVISION – The Contractor shall always provide a qualified supervisor on the job site during construction.
50. PUBLIC WORKS CONSTRUCTION INSPECTION – All work shown on the Improvement Plans shall be inspected to the approval of the Town Engineer. Uninspected work shall be removed as deemed appropriate by the Town Engineer.
51. PROJECT CONSTRUCTION HOURS – Construction activities related to the issuance of any PPW permit shall comply with Town Code Section 16.20.035 which restricts construction to the weekday between 8:00 a.m. and 6:00 p.m. and Saturday 9:00 a.m. to 4:00 p.m. No work shall be done on Sundays or on Town Holidays unless otherwise approved by the Town Engineer. Please note that no work shall be allowed to take place within the Town right-of-way after 5:00 p.m. Monday through Friday. In addition, no work being done under Encroachment Permit may be performed on the weekend unless prior approvals have been granted by the Town Engineer. The Town Engineer may apply additional construction period restrictions, as necessary, to accommodate standard commute traffic along arterial roadways and along school commute routes. Onsite project signage must state the project construction hours. The permitted construction hours may be modified if the Town Engineer finds that the following criteria is met:
    a. Permitting extended hours of construction will decrease the total time needed to complete the project without an unreasonable impact to the neighborhood.
    b. Permitting extended hours of construction is required to accommodate a construction requirement such as a large concrete pour or major road closure. Such a need would be presented by the project's design engineer and require approval of the Town Engineer.

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c. An emergency exists where the construction work is necessary to correct an unsafe or dangerous condition resulting in obvious and eminent peril to public health and safety. If such a condition exists, the Town may waive any of the remaining requirements outlined below.
d. The exemption will not conflict with any other condition of approval required by the Town to mitigate significant environmental impacts.
e. The contractor or property owner will notify residential and commercial occupants of adjacent properties of the modified construction work hours. This notification must be provided three days prior to the start of the extended construction activity.
f. The approved hours of construction activity will be posted at the construction site in a place and manner that can be easily viewed by any interested member of the public.
g. The Town Engineer may revoke the extended work hours at any time if the contractor or owner of the property fails to abide by the conditions of extended work hours or if it is determined that the peace, comfort, and tranquility of the occupants of adjacent residential or commercial properties are impaired because of the location and nature of the construction.
h. The waiver application must be submitted to the PPW Inspector ten (10) working days prior to the requested date of waiver.

52. PROJECT CONSTRUCTION BMPs – All construction activities shall conform to the latest requirements of the CASQA Stormwater Best Management Practices Handbooks for Construction Activities and New Development and Redevelopment, the Town's grading and erosion control ordinances, the project specific temporary erosion control plan, and other generally accepted engineering practices for erosion control as required by the Town Engineer when undertaking construction activities.
53. PROJECT CONSTRUCTION EXCAVATION – The following provisions to control traffic congestion, noise, and dust shall be followed during site excavation, grading, and construction:
    a. All construction vehicles should be properly maintained and equipped with exhaust mufflers that meet State standards.
    b. Travel speeds on unpaved roads shall be limited to fifteen (15) miles per hour.
    c. Blowing dust shall be reduced by timing construction activities so that paving and building construction begin as soon as possible after completion of grading, and by landscaping disturbed soils as soon as possible.
    d. Water trucks shall be present and in use at the construction site. All portions of the site subject to blowing dust shall be watered as often as deemed necessary by the Town, or a minimum of three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites to ensure proper control of blowing dust for the duration of the project.
    e. Watering on public streets and wash down of dirt and debris into storm drain systems is prohibited. Streets will be cleaned by street sweepers or by hand as often as deemed necessary by the PPW Inspector, or at least once a day. Watering associated with on-site construction activity shall take place between the hours of 8 a.m. and 5 p.m. and shall include at least one late-afternoon watering to minimize

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the effects of blowing dust. Recycled water shall be used for construction watering to manage dust control where possible, as determined by the Town Engineer. Where recycled water is not available potable water shall be used. All potable construction water from fire hydrants shall be coordinated with the San José Water Company.

f. All public streets soiled or littered due to this construction activity shall be cleaned and swept daily during the workweek to the satisfaction of the Construction Inspector.
g. Construction grading activity shall be discontinued in wind conditions more than 25 miles per hour, or that in the opinion of the PPW Inspector cause excessive neighborhood dust problems.
h. Site dirt shall not be tracked into the public right-of-way and shall be cleaned immediately if tracked into the public right-of-way. Mud, silt, concrete and other construction debris shall not be washed into the Town's storm drains.
i. Construction activities shall be scheduled so that paving and foundation placement begin immediately upon completion of grading operation.
j. All aggregate materials transported to and from the site shall be covered in accordance with Section 23114 of the California Vehicle Code during transit to and from the site.
k. Prior to issuance of any permit, the Applicant shall submit any applicable pedestrian or traffic detour plans to the satisfaction of the Town Engineer for any lane or sidewalk closures. The temporary traffic control plan shall be prepared by a licensed professional engineer with experience in preparing such plans and in accordance with the requirements of the latest edition of the California Manual on Uniform Traffic Control Devices (MUTCD) and standard construction practices. The Traffic Control Plan shall be approved prior to the commencement of any work within the public right-of-way.
l. During construction, the Applicant shall make accessible any or all public and private utilities within the area impacted by construction, as directed by the Town Engineer.
m. The minimum soils sampling and testing frequency shall conform to Chapter 8 of the Caltrans Construction Manual. The Applicant shall require the soils engineer submit to daily testing and sampling reports to the Town Engineer.

54. MATERIAL HAULING ROUTE AND PERMIT – For material delivery vehicles equal to, or larger than two-axle, six-tire single unit truck size as defined by FHWA Standards, the Applicant shall submit a truck hauling route that conforms to Town of Los Gatos Standards for approval. Note that the Town requires a Haul Permit be issued for any hauling activities. The Applicant shall require contractors to prohibit trucks from using "compression release engine brakes" on residential streets. The haul route for this project unless otherwise approved by the Town Engineer, shall be Cypress Way to Loma Alta Avenue to Los Gatos Boulevard to Los Gatos-Saratoga Road to Highway 17. A letter from the Applicant confirming the intention to use the designated haul route shall be submitted to the Town Engineer for review and approval prior to the issuance of any Town permits. All material hauling activities including but not limited to, adherence to the approved route, hours of operation, staging of materials, dust control and street

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maintenance shall be the responsibility of the Applicant. Hauling of soil on- or off-site shall not occur during the morning or evening peak periods (between 7:00 a.m. and 9:00 a.m. and between 4:00 p.m. and 6:00 p.m.), and at other times as specified by the Town Engineer. The Applicant must provide an approved method of cleaning tires and trimming loads on site. All material hauling activities shall be done in accordance with applicable Town ordinances and conditions of approval.

55. PROJECT CLOSE-OUT – Prior to requesting a Final Inspection, the Applicant shall submit to the Town Engineer a letter indicating that all project conditions have been met, and all improvements are complete. All work must be completed to the satisfaction of the Planning Director and Town Engineer prior to the first occupancy. All public improvements, including the complete installation of all improvements relative to streets, fencing, storm drainage, underground utilities, etc., shall be completed and attested to by the Town Engineer before approval of occupancy of any unit. Where facilities of other agencies are involved, including those for water and sanitary sewer services, such installation shall be verified as having been completed and accepted by those agencies. In addition, the Applicant shall submit an itemized final quantities list of all public improvements constructed on-site and within the public right-of-way. The final quantities list shall be prepared by the project engineer and be to the approval of the Town Engineer. The final quantities list shall be broken out into on-site and off-site improvements based on the format provided by the Town. Until such time as all required improvements are fully completed and accepted by Town, the Applicant shall be responsible for the care, maintenance, and any damage to such improvements. Town shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvements required for this project prior to the completion and acceptance of the work or Improvements. All such risks shall be the responsibility of and are hereby assumed by the Applicant.

56. CONSTRUCTION WORKER PARKING – The Applicant shall provide a Construction Parking Plan that minimizes the effect of construction worker parking in the neighborhood and shall include an estimate of the number of workers that will be present on the site during the various phases of construction and indicate where sufficient off-street parking will be utilized and identify any locations for off-site material deliveries. Said plan shall be approved by the Town Engineer prior to issuance of Town permits and shall be complied with at all times during construction. Failure to enforce the parking plan may result in suspension of the Town permits. No vehicle having a manufacturer's rated gross vehicle weight exceeding ten thousand (10,000) pounds shall be allowed to park on the portion of a street which abuts property in a residential zone without prior approval from the Town Engineer (§15.40.070).

57. SITE WATER DISCHARGE – In accordance with the Town Code, Prohibition of Illegal Discharges (Los Gatos Town Code Section 22.30.015), the Town Engineer may approve in coordination West Valley Sanitation District the discharge of uncontaminated pumped ground waters to the sanitary sewer only when such source is deemed unacceptable by State and Federal authorities for discharge to surface waters of the United States, whether pretreated or untreated, and for which no reasonable alternative method of

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disposal is available. Following the verification of the applicable local, state and/or federal approvals, a Discharge Plan will be approved and monitored by the Town Engineer.

THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH AT ALL TIMES THAT THE USE PERMITTED BY THIS ENTITLEMENT OCCUPIES THE PREMISES

58. POST CONSTRUCTION BEST MANAGEMENT PRACTICES (BMP) – Post construction storm water pollution prevention requirements shall include:
    a. The Applicant shall be charged the cost of abatement for issues associated with, but not limited to, inspection of the private stormwater facilities, emergency maintenance needed to protect public health or watercourses, and facility replacement or repair if the treatment facility is no longer able to meet performance standards or has deteriorated. Any abatement activity performed on the Applicant's property by Town staff will be charged to the Applicant at the Town's adopted fully loaded hourly rates.
    b. Maintenance of the storm drain inlets "No Dumping – Drains to Bay" plaques to alert the public to the destination of storm water and to prevent direct discharge of pollutants into the storm drain. Template ordering information is available at www.flowstobay.org.
    c. All process equipment, oils, fuels, solvents, coolants, fertilizers, pesticides, and similar chemical products, as well as petroleum-based wastes, tallow, and grease planned for storage outdoors shall be always stored in covered containers.
    d. All public outdoor spaces and trails shall include installation and upkeep of dog waste stations.
    e. Garbage and recycling receptacles and bins shall be designed and maintained with permanent covers to prevent exposure of trash to rain. Trash enclosure drains shall be connected to the sanitary sewer system.
    f. It is the responsibility of the property owner(s)/homeowners association to implement a plan for street sweeping of paved private roads and cleaning of all storm drain inlets.

TO THE SATISFACTION OF THE SANTA CLARA COUNTY FIRE DEPARTMENT:

59. GENERAL: Review of this Developmental proposal is limited to acceptability of site access, water supply and may include specific additional requirements as they pertain to fire department operations, and shall not be construed as a substitute for formal plan review to determine compliance with adopted model codes. Prior to performing any work, the applicant shall make application to, and receive from, the Building Department all applicable construction permits.
60. VERY HIGH FIRE HAZARD SEVERITY ZONE (VHFHSZ): The subject property is located within the Very High Fire Hazard Severity Zone (VHFHSZ) of the Local Responsibility Area (LRA). Pursuant to California Public Resources Code (PRC) 4290, the California Board of Forestry and Fire Protection is required to" ... adopt regulations implementing minimum fire safety standards related to defensible space" applicable to "the perimeters and access to all

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residential, commercial, and industrial building construction." In 2018, the Legislature passed and the Governor signed SB 901 (Dodd), which expanded the applicability of the regulations promulgated under PRC 4290 to land in the Local Responsibility Area (LRA) Very High Fire Hazard Severity Zone. All comments below that result from PRC 4290 are identified by**. Where a conflict exists between local & 4290 requirements, the more stringent requirement shall apply. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.08

61. FIRE SPRINKLERS REQUIRED: Approved automatic sprinkler systems in new and existing buildings and structures shall be provided in the locations described in this Section or in Sections 903.2.1 through 903.2.12 whichever is the more restrictive and Sections 903.2.14 through 903.2.21. For the purposes of this section, firewalls and fire barriers used to separate building areas shall be constructed in accordance with the California Building Code and shall be without openings or penetrations. **Fire sprinklers proposed in new garage as part of the AMMR condition PC 25-0417. Make a note on coversheet that a AMMR is included in this project. A copy of the approved Alternate Means/Methods application form (with approval signature), justification letter, and these comments shall be made part of all subsequent submittals (Building, planning, etc.), to be routed to Santa Clara County Fire Department for final approval**.
62. PRIVATE FIRE PROTECTION SYSTEM: Residential fire protection systems shall comply with Fire Department Standards W-1 and manufacturer's requirements. Fire protection water systems shall be submitted for review and approval by SCCFD prior to installation. The wharf hydrant shall be accessible at all times. Tank systems providing both the domestic supply and supply to the sprinkler system and/or hydrant may require cross contamination protection. Check with the local Building Department for specific requirements related to protection of the domestic supply. **New 5000 gallon water tanks noted on Sheet A1.1. Make a note on coversheet that private fire protection system will be provided as part of the approved AMMR condition. Sign shall be posted on the wharf hydrant indicating it is supplied by a 5,000 gallon tank.**
63. FIRE HYDRANT SYSTEMS REQUIRED: Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, onsite fire hydrants and mains shall be provided where required by the fire code official. Exception: For Group R-3 and Group U occupancies, equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, the distance requirement shall be not more than 600 feet. [CFC, Section 507.5.1] **Show wharf hydrant and vehicle impact protection bollard on plans as part of the approved AMMR condition. Sign shall be posted on the wharf hydrant indicating it is supplied by a 5,000 gallon tank.**
64. CONSTRUCTION SITE FIRE SAFETY: All construction sites must comply with applicable provisions of the CFC Chapter 33 and our Standard Detail and Specification S1-7. Provide appropriate notations on subsequent plan submittals, as appropriate to the project. CFC Chp. 33.

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65. NOTE: This review shall not be construed to be an approval of a violation of the provisions of the California Fire Code or of other laws or regulations of the jurisdiction. A permit presuming to give authority to violate or cancel the provisions of the fire code or other such laws or regulations shall not be valid. Any addition to or alteration of approved construction documents shall be approved in advance. [CFC, Ch.1, 105.3.6]

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BAY AREA BUILDERS INCORPORATED

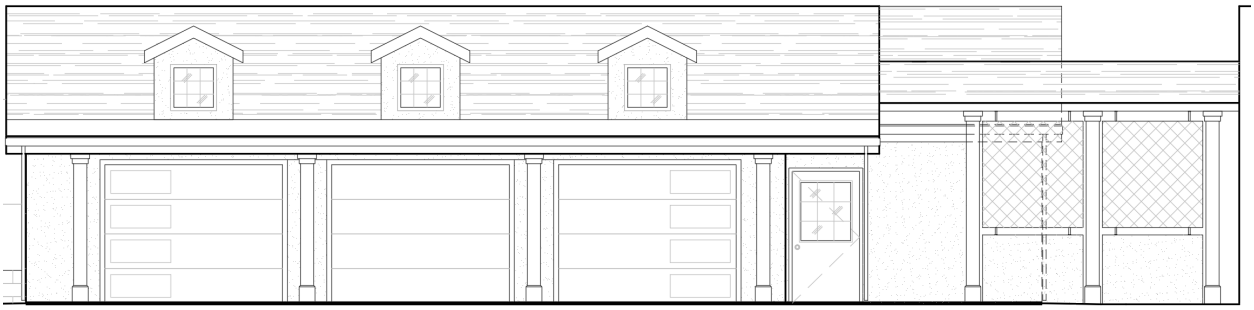
PROJECT DESCRIPTION

Town of Los Gatos
Community Development Department
110 E. Main Street | Los Gatos, CA 95031
www.losgatosca.gov

Plan Check:	**S-24-045**
	Architecture and Site Development Application
Address:	16511 Cypress Way | Los Gatos, CA
Description:	Garage & Breezeway Replacement

Summary of Project

The proposed project is to replace an existing single-story two-car garage of 587 square feet and shed of 96 square feet with a new single-story three-car garage of 1,239 square feet. The new garage will be in the same location and the maximum height at the ridge line is 15'-0" above the foundation level. In addition, the existing breezeway will be replaced in the same location. There is minimal impact to the surrounding areas and properties. The proposed design falls within the regulations of the hillside development standards and matches the aesthetic of the existing residence.



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County of Santa Clara Fire Department

The site is located in a very high fire hazard severity zone (VHFHSZ), the Fire Department requires the following.

Fire Apparatus Road – minimum width of 20 feet width 13 feet 6 inches vertical clearance. The section of Cypress Way from the main section to the residence is a 12-foot wide country road about 0.325 miles (1,750 feet) with significant barriers to accommodate a 20-foot minimum width such as existing residences along with inclines and declines at the cross sections that would require significant retaining walls, removal of several trees/foliage and possibly eminent domain in order to achieve. This is an extremely expensive compliance item and is significantly disproportionate to the total cost of the project. In turn, an alternate materials and methods of construction application has been filed with the County of Santa Clara Fire Department for mitigations. Please refer to the Wildland Urban Interface Compliance section of this Project Justification for details.

Driveway entrance to accommodate a turning radius of 50 feet outside and 30 feet inside with a maximum slope of 15%. Slopes at the driveway exceed 15% and turning radii currently does not exist on the property without significant demolition, grading, paving and retaining walls in order to achieve. Alternatively, providing a turnout along Cypress Way resulting in significant retaining walls at the front portion of the property. The added cost would be disproportionate to the total cost of the entire project without this element. In turn, an alternate materials and methods of construction application has been filed with the County of Santa Clara Fire Department for mitigations. Please refer to the Wildland Urban Interface Compliance section of this Project Justification for details.

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Fire hydrant within 400 feet of the property line located on a fire apparatus road along the front approach to the property or 600 feet if fully sprinklered. The nearest fire hydrant along the front approach of the property is located approximately 1,975' away to the west. This would require routing a 6" water line along a road with minimal clearance. The cost and feasibility of installing such a line along with a fire hydrant will be significantly disproportionate to the cost of the entire project.

An alternate materials and methods of construction application has been filed with and approved by the County of Santa Clara Fire Department to include installation of NFPA 13D fire sprinklers in the garage only (not main residence), 2-hour fire-barrier between the garage and breezeway for a fire break and installation of a 5,000 gallon fire water storage polyethylene tank of approximately 10-foot diameter by 9-feet 4-inches tall on site and connected to a wharf hydrant at the front of the property.

Fire department (engine) driveway turnaround of 40 feet. The existing area at the top of the driveway does not accommodate a 40-foot radius turnaround. The current turnaround space is 16-foot radius. Significant modifications and retaining walls would be required in order to achieve this. The added cost would be disproportionate to the total cost of the entire project without this element. In turn, an alternate materials and methods of construction application has been filed with and approved by the County of Santa Clara Fire Department for mitigations.

Wildland Urban Interface Compliance

There are several Wildland Urban Interface compliance items being implemented into the project. In the end, the garage will be safer and more ignition resistant than before the project. The following items are being incorporated into the project.

Exterior cladding - ignition resistant materials - stucco
Roof materials - Class A asphalt roof tiles
Closed eaves

Ember resistant soffit vents
Ember resistant ridge vents
Ember resistant gable-end vents

Metal-cladded door assemblies with tempered windows
Windows double-paned and tempered
All doors have perimeter weather stripping and door bottoms to reduce ember intrusion

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Vegetation management & defensible breaks
Zone 0 (5'-0") will be concrete on the back of the garage, asphalt in the front of the garage, mostly existing pavement on the west side and concrete or rock-line swale on the east. There is a 3' section that a rock-gravel surface may be added to ensure no landscaping. Also removing 2 trees currently next to structure.

Zone 1 (30'-0") - existing trees to remain unless removed due to grading; owner to maintain ground cover to remove dead weeds. Canopies elevated to at least 6'-0" clear from the ground.

Zone 2 (100'-0") - existing trees to remain unless removed due to grading; no proposed further modifications.

Alternate Materials and Methods of Construction (AMMC):
In Lieu of the following items:

- Fire apparatus access roadway clearances – street width of 20'-0" clear by 13'-6" high – actual road is 12'-0" wide and doesn't achieve height requirements
- Fire department driveway turnaround clearance – driveway area does not accommodate 40' minimum outside turning radius.
- Fire hydrant distance within 400' or 600' if fully sprinklered – actual fire hydrant is approx. 1,975' away from the property line.

The following is being proposed due to the scale of the project. Please note that this approach has been discussed with the County Fire Department and is part of the AMMC application process, which has been approved under SCCFD 25-0417.

- NFPA 13D fire sprinkler system in garage structure only. The main residence will remain unsprinklered. Also, include a 2-hour fire-barrier wall assembly at garage between breezeway
- 5,000 gallon fire water storage polyethylene tank (no pump) located at least 10'-0" from garage structure with 4" diameter underground water line and connection to a new wharf fire hydrant located at the northeasterly corner of the property adjacent to the driveway access. Impact protection bollards are set between the hydrant and driveway to prevent accidental damage. Signage is posted on the wharf hydrant indicating it is supplied by a 5,000 gallon tank.
- Address directional and identification signage visible from the approaching corner (east corner) of Cypress Way where the road splits in two directions.

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Compliance with Zoning Code

Project Data

Occupancy	R-3/U
Type of Construction:	V-B
Sprinklered (Main Residence):	No
Sprinklered (Garage):	Yes, NFPA 13D
Stories:	One
APN:	532-24-004
Zoning:	HR-2½
Site Area:	(1.257 acres) 54,624.24 sqft.
(Single-family dwelling unit)	
Average Lot Slope:	~32%
Reduction on net site area on sloping lots (60%)	21,849.60 sqft.
Existing House Area:	2,377 sqft.
Removed Accessory Area (Detached Garage):	587 sqft.
Removed Accessory Area (Shed):	96 sqft.
Added Accessory Area (Detached Garage):	1,239 sqft.
Proposed Building Accessory Height:	15’-0”
Allowed Maximum Accessory Height:	15’-0”
Floor Area Ratio:	19.83%
Allowed Maximum Floor Area Ratio:	Table 2
(Hillside Development Standards & Guidelines)	4,900 sqft.
Resident Parking:	3 covered
Guest Parking:	4 uncovered
Project Area:	1,239 sqft.

FLOOR AREA SUMMARY

	EXISTING	PROPOSED	ACTUAL
MAIN FLOOR (RESIDENCE)	2,377 SQFT.	0 SQFT.	2,377 SQFT.
2ND FLOOR/ATTIC OVER 7' HEIGHT	0 SQFT.	0 SQFT.	0 SQFT.
SHEDS	96 SQFT.	-96 SQFT.	0 SQFT.
ACCESSORY STRUCTURES	1,117 SQFT.	0 SQFT.	1,117 SQFT.
BELOW GRADE AREA (EXEMPT)	0 SQFT.	0 SQFT.	0 SQFT.
GARAGE BEYOND EXEMPTION	187 SQFT.	652 SQFT.	839 SQFT.
TOTAL	**3,777 SQFT.**	**556 SQFT.**	**4,333 SQFT.**
GARAGE EXEMPTION	400 SQFT.	400 SQFT.	400 SQFT.
4,900 SQFT. MAXIMUM ALLOWED			OK

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HR-2 ½ Zone:
2 ½ to 10 acres for each dwelling unit
Actual site area: 1.257 acres

Permitted uses
Single-family dwelling (no more than 1 principle residential structure per lot)
Actual use – one single-family dwelling

Minimum lot area: 40,000 sqft.
Actual lot area: 54,624.24 sqft.

BUILDING SETBACKS				
	FRONT (NORTH)	SIDE (EAST)	SIDE (WEST)	REAR (SOUTH)
REQUIRED BUILDING SETBACKS	30'-0"	20'-0"	20'-0"	25'-0"
PROPOSED BUILDING SETBACK	105'-11"	32'-3 1/4"	236'-2"	56'-10 1/4"

Minimum lot width: 100’-0”
Actual lot width: 320’-3”

Maximum height for accessory building: 15’-0”
Proposed accessory building height: 15’-0”

Landscaping is required in yards abutting scenic roads. Existing vegetation shall be left in a natural state. Existing landscaping in front along Cypress Way is to remain undisturbed and is more of a natural state.

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Compliance with Hillside Development Standards & Guidelines

Chapter II – Constraints Analysis and Site Selection

Site selection and constraint analysis

- Site is already developed for this project.
- LRDA – there are some areas on site where the topography exceeds 30%. Site plan illustrates the specific locations for LRDA exceeding 30% and the project area is located outside of this boundary
- Vegetation is intended to remain natural. Any grading per the civil plans restore terrain back to its natural state to match existing
- Drainage courses – project accommodates existing drainage into rock swales along the side of the driveway. Reference civil plans for further detail
- Septic systems – the main house already has a septic system and the location is well outside of the project area. There are no plumbing fixtures nor hose bibbs being installed as part of this project so the septic system remains unchanged
- Geologic constraints – identified on the soils report for the foundation and associated grading. Grading is highlighted on the civil plans. The retaining wall design and garage foundation design will be based upon the recommendations of the geotechnical engineer in the soils report and submitted as part of the building plan check process.
- Wildlife habitats and movement corridors – the project is expected to have minimal or no impact on the existing wildlife. As part of the conditions of approval, a biologist will investigate and provide a report. Construction activity to adhere to the established restrictions to support any possible habitat
- Visibility from off the site – low visibility due to structure being under the 18' constraint established in the Hillside Development Standards.
- Areas of severe fire danger – site is located in very high fire hazard severity zone (VHFHSZ); Wildland Urban Interface provisions implemented into the project (see compliance section in this document)
- Solar orientation and prevailing wind patterns – site is already established including garage location. The project maintains the existing solar orientation and prevailing wind patterns.
- Significant Ridgelines – the site is located down from any significant ridgeline and the scale of the accessory building is below the 18' constraint established in the Hillside Development Standards.

Consultation with Neighbors

- There are two other residences on the section of Cypress Way near the project area. Property owners have discussed with both residents in detail about the project.

Visibility Analysis

- A visibility analysis is not required since the project is involving only a residential accessory structure at 15' high which is less than the 18' constraint referenced in the Town of Los Gatos Hillside Development Standards and Guidelines.

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Chapter III – Site Planning

Grading – reference civil drawings for further information.

Maximum grade cuts are based upon the existing terrain, preserving natural features and drainage and utilizing the existing garage location. Note that the garage foundation level is being maintained in the addition thus the noted maximum cut noted in the garage line item.

APPROXIMATE EARTHWORK QUANTITIES

AVERAGE SLOPE: ~32%	EARTHWORK (CY)		MAX CUT/FILL DEPTH (FT)		(CY)	
SITE ELEMENT	CUT	FILL	CUT	FILL	IMPORT	EXPORT
LANDSCAPE	236	0	7	–	0	236
MISC. HARDSCAPE	57	0	11	–	0	57
GARAGE	122	0	13.5	–	0	122
TOTAL	415	0			0	415

*LANDSCAPE INCLUDES GRADING SOUTH OF GARAGE.
*MISC. HARDSCAPE INCLUDES CONCRETE PAD AND RETAINING WALL GRADING.

A request for exemption is requested due to existing conditions on site. The garage is maintaining the same pad elevation as the existing removed. Due to the existing site configuration and constraints, cutting an additional 5.5' is necessary to maintain the same pad elevation. Elevating the garage would require significantly more grading and asphalt modifications. The same is true for the additional 7' of cut for the miscellaneous hardscape and additional 3' of cut for the landscaping.

Drainage – Project utilizes existing drainage into rock swales along the side of the driveway. Reference civil plans for further detail

Driveway – no proposed modifications to the existing driveway. Driveways are at least 12' wide, however do not accommodate the 3' shoulder in all areas. The slope exceeds 15% with the average slope at 22%. Driveway is fully paved.

Parking – there are 3 covered parking spaces for the residents and 4 uncovered parking spaces for guests

Geologic hazards – identified on the soils report for the foundation and associated grading. Grading is highlighted on the civil plans. The retaining wall design and garage foundation design will be based upon the recommendations of the geotechnical engineer in the soils report and submitted as part of the building plan check process.

Fire hazards – site is located in very high fire hazard severity zone (VHFHSZ); Wildland Urban Interface provisions implemented into the project (see compliance section in this document)

Chapter IV – Development Intensity

Maximum allowable developement – project is in compliance per Table 2

FLOOR AREA SUMMARY			
	EXISTING	PROPOSED	ACTUAL
MAIN FLOOR (RESIDENCE)	2,377 SQFT.	0 SQFT.	2,377 SQFT.
2ND FLOOR/ATTIC OVER 7' HEIGHT	0 SQFT.	0 SQFT.	0 SQFT.
SHEDS	96 SQFT.	-96 SQFT.	0 SQFT.
ACCESSORY STRUCTURES	1,117 SQFT.	0 SQFT.	1,117 SQFT.
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GARAGE EXEMPTION	400 SQFT.	400 SQFT.	400 SQFT.
4,900 SQFT. MAXIMUM ALLOWED			OK

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Chapter V – Architectural Design
The colors, textures and materials will match the primary structure. The scale of the structure is within zoning height limitations and complies with the Hillside Development Standards.

Exterior cladding – stucco to match the existing house
Roofing – asphalt shingles in the same style and color as the existing house
Introduction of dormers to provide architectural features that are in harmony with the natural environment and breaks up the standard gable blandness. The mass is fairly subtle especially with the limited height to 15'-0".
Scale of the project maintains low to no visual impact to the neighbors. Placement on the site supports compatibility with the immediate neighborhood context
Sustainability – comply with provisions of the California Green Building Code for residential measures.
Implementation of wildland urban interface features

Chapter VI – Site Elements
The use of new retaining walls are limited to 5-feet high are of split-faced CMU matching existing split-faced CMU retaining walls already established on site. New retaining walls will also blend with the natural topography and follow natural drainage paths. The length of the longest proposed site retaining wall at the rear of the garage is approximately 74-feet. As part of the noted 74-foot length, there is a 4-foot section at the stair assembly then a straight run along the south without a break is 40-feet then a run of 30-feet perpendicular to the east of the garage. This complies with the maximum 50-foot retaining wall straight run limitation.

Outdoor lighting is to be subtle and maintain existing established styles. Outdoor lighting is very minimal on this project (replacement of garage fixtures) and will comply with CALGreen requirements for light cut-off and meet CA Title 24 requirements.

Chapter VII – Landscape Design
Compliance with Wildland Urban Interface defensible space guidelines. See section for further description for attributes. Any land disturbance will be restored for natural landscaping to match existing. As part of the project trees will be removed in the area of project impact and partially to address defensible space guidelines.

Tree removal is necessary to accommodate the new garage size with the grading and drainage required. The Town's Arborist report identifies 4 trees to be removed, however this was based upon the original submittal before comments were received. The resubmittal has shown a total of 8 trees to be removed in order to comply with the requirements in the Hillside Development Standards for retaining walls limited to 5-foot high and WUI (Wildland Urban Interface) requirements through AMMC (25-0417). The site is located in a very high fire hazard severity zone (VHFHSZ).

Tree replacement is not being proposed due to WUI requirements as planting new trees will result in a greater fire hazard than the original condition, especially when the trees are fully mature. Tree canopies in Zone 1 shall not touch in order to accommodate a reasonable fire break. Planting any new tree would not accommodate this. In-lieu fees are being requested instead of planting any new trees.

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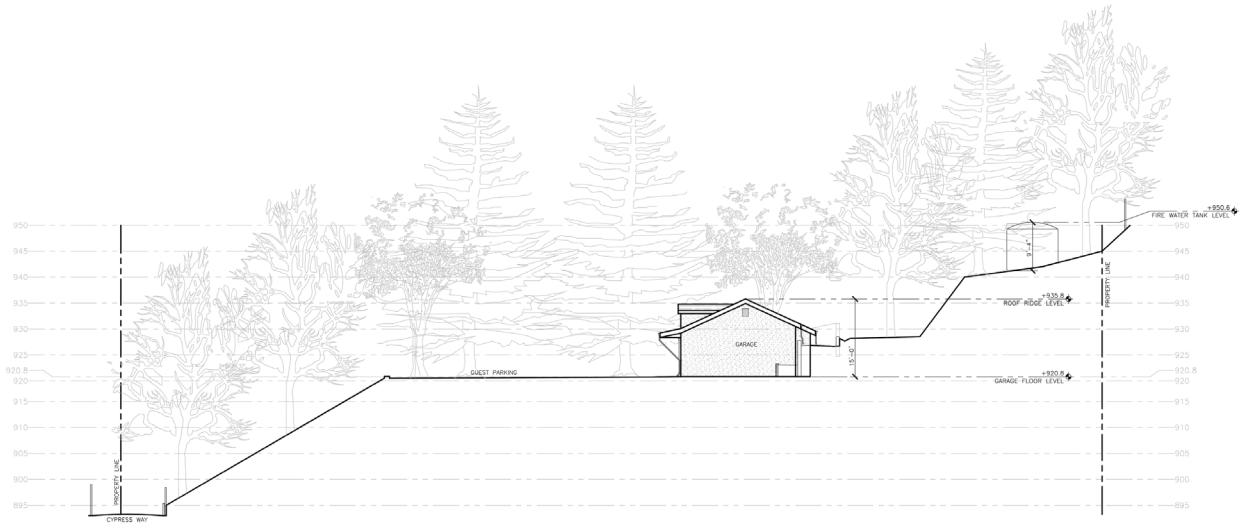
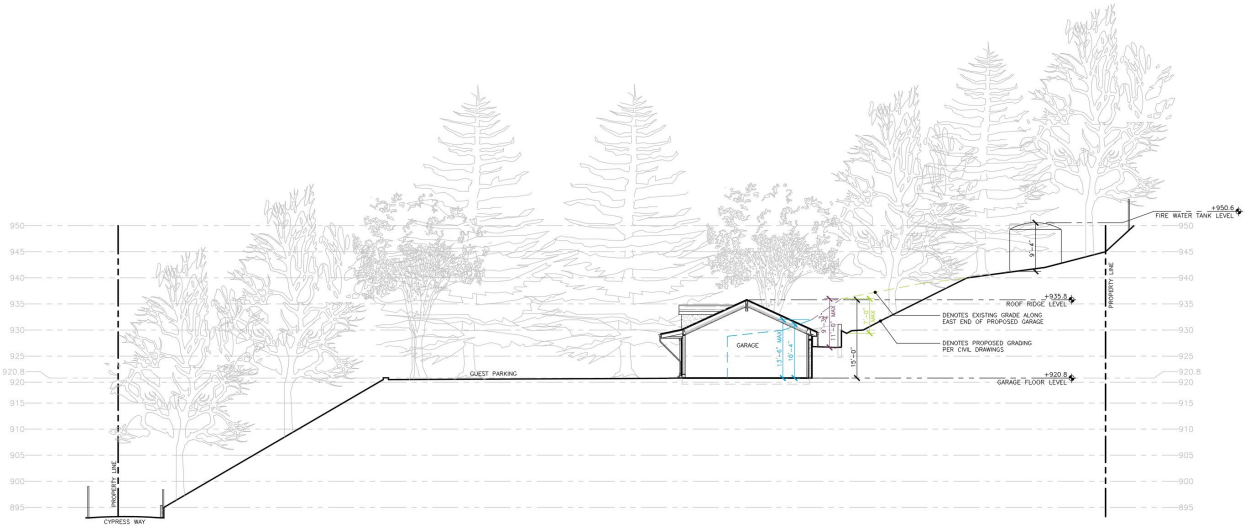
Compliance with Residential Design Guidelines

The colors, textures and materials will match the primary structure. The scale of the structure is within zoning height limitations and complies with the Hillside Development Standards. Other attributes are discussed further in detail in the section above including architectural style, height, bulk, scale, roofs, windows, materials, architectural features, privacy, sustainable design and fire-life safety. An exemption has been requested for the LRV exceeding 30 since the intent for the proposed garage assembly is to have the same materials, textures and colors to match the existing residence for what is already established on site.

Compatibility with Immediate Neighborhood Context

The project scale is a single-story accessory structure that is limited to 15'-0" high. The materials, colors and textures match the existing residence and by nature are already compatible with the neighborhood context consisting of single-family residences. Massing has minimal impact as shown in the site section below.





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Materials, colors and texture

The colors, textures and materials will match the primary structure.
Exterior cladding is stucco and will match the main residence
Roof is asphalt shingle tiles and will match the main residence
Trim, gutters and facia will match the main residence
Doors will match the stucco color
Lattice and breezeway wall will match the existing nearby bbq terrace

EXTERIOR COLOR SCHEME

DOOR:	TAN/EARTH (MATCH EXISTING MAIN HOUSE) –LRV 69 FIRE–RATED HOLLOW METAL DOOR & FRAME
GARAGE DOORS:	TAN/EARTH (MATCH STUCCO COLOR) – LRV 69 METAL–CLADDED INSULATED DOOR WITH WOOD TRIM COVERED WITH 20 GA METAL FLASHING & PAINTED TO MATCH FACIA BOARD TRIM
DORMER WINDOWS:	FIRE–RATED & METAL FRAME WITH THERMAL BREAK WHITE TO MATCH MAIN HOUSE – LRV 93 TEMPERED GLAZING WITH ¾" WIDE WINDOW GRILLES
GABLE VENTS:	METAL–PAINTED TO MATCH STUCCO COLOR –LRV 69
FAUX COLUMNS:	STUCCO–CLADDED TO MATCH STUCCO TEXTURE AND COLOR AS THE GARAGE (TAN/EARTH) – LRV 69

EXTERIOR COLOR SCHEME

STUCCO:	TAN/EARTH (MATCH EXISTING MAIN HOUSE) –LRV 69 MODERN STYLE TEXTURE TO MATCH MAIN HOUSE
ROOF TILES:	ASPHALT SHINGLES (SEE A2.2) – SRI 18 COLOR: CHARCOAL BLACK
TRIM:	TAN/EARTH TO MATCH STUCCO – LRV 69 (STUCCO TRIM TO MATCH STUCCO COLOR)
FASCIA:	WHITE TO MATCH MAIN HOUSE – LRV 93
GUTTERS:	WHITE TO MATCH MAIN HOUSE – LRV 93
DOWNSPOUTS:	WHITE TO MATCH MAIN HOUSE – LRV 93
LATTICE (LRV 14):	BLACK IRON TO MATCH BBQ TERRACE LATTICE
RETAINING WALLS: (LRV 30)	CONCRETE AT GARAGE (FULLY CONCEALED) SPLIT–FACE CMU TO MATCH EXISTING ON SITE

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BAY AREA BUILDERS INCORPORATED

REQUEST FOR EXEMPTION

Town of Los Gatos
Community Development Department
110 E. Main Street | Los Gatos, CA 95031
www.losgatosca.gov

Plan Check:	**S-24-045**
	Architecture and Site Development Application
Address:	16511 Cypress Way | Los Gatos, CA
Description:	Garage & Breezeway Replacement

LRV Exceeding 30

The colors, textures and materials will match the primary structure. The scale of the structure is within zoning height limitations and complies with the Hillside Development Standards. Other attributes are discussed further in detail in the section above including architectural style, height, bulk, scale, roofs, windows, materials, architectural features, privacy, sustainable design and fire-life safety. An exemption has been requested for the LRV exceeding 30 since the intent for the proposed garage assembly is to have the same materials, textures and colors to match the existing residence for what is already established on site.

The colors, textures and materials will match the primary structure.
Exterior cladding is stucco and will match the main residence
Roof is asphalt shingle tiles and will match the main residence
Trim, gutters and facia will match the main residence
Doors will match the stucco color
Lattice and breezeway wall will match the existing nearby bbq terrace

EXTERIOR COLOR SCHEME

DOOR:	TAN/EARTH (MATCH EXISTING MAIN HOUSE) –LRV 69 FIRE–RATED HOLLOW METAL DOOR & FRAME
GARAGE DOORS:	TAN/EARTH (MATCH STUCCO COLOR) – LRV 69 METAL–CLADDED INSULATED DOOR WITH WOOD TRIM COVERED WITH 20 GA METAL FLASHING & PAINTED TO MATCH FACIA BOARD TRIM
DORMER WINDOWS:	FIRE–RATED & METAL FRAME WITH THERMAL BREAK WHITE TO MATCH MAIN HOUSE – LRV 93 TEMPERED GLAZING WITH ¾" WIDE WINDOW GRILLES
GABLE VENTS:	METAL–PAINTED TO MATCH STUCCO COLOR –LRV 69
FAUX COLUMNS:	STUCCO–CLADDED TO MATCH STUCCO TEXTURE AND COLOR AS THE GARAGE (TAN/EARTH) – LRV 69

EXTERIOR COLOR SCHEME

STUCCO:	TAN/EARTH (MATCH EXISTING MAIN HOUSE) –LRV 69 MODERN STYLE TEXTURE TO MATCH MAIN HOUSE
ROOF TILES:	ASPHALT SHINGLES (SEE A2.2) – SRI 18 COLOR: CHARCOAL BLACK
TRIM:	TAN/EARTH TO MATCH STUCCO – LRV 69 (STUCCO TRIM TO MATCH STUCCO COLOR)
FASCIA:	WHITE TO MATCH MAIN HOUSE – LRV 93
GUTTERS:	WHITE TO MATCH MAIN HOUSE – LRV 93
DOWNSPOUTS:	WHITE TO MATCH MAIN HOUSE – LRV 93
LATTICE (LRV 14):	BLACK IRON TO MATCH BBQ TERRACE LATTICE
RETAINING WALLS: (LRV 30)	CONCRETE AT GARAGE (FULLY CONCEALED) SPLIT–FACE CMU TO MATCH EXISTING ON SITE

Cut and Fill Exceeding Maximum Allowed

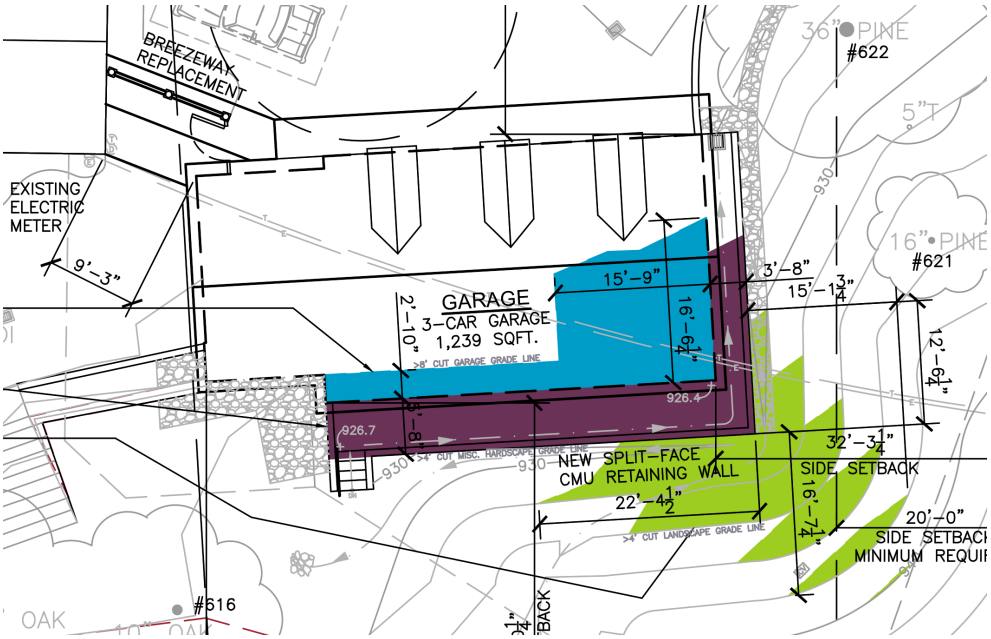
Maximum grade cuts are based upon the existing terrain, preserving natural features and drainage and utilizing the existing garage location. Note that the garage foundation level is being maintained in the addition thus the noted maximum cut noted in the garage line item.

APPROXIMATE EARTHWORK QUANTITIES

AVERAGE SLOPE: ~32%	EARTHWORK (CY)		MAX CUT/FILL DEPTH (FT)		(CY)	
SITE ELEMENT	CUT	FILL	CUT	FILL	IMPORT	EXPORT
LANDSCAPE	236	0	7	–	0	236
MISC. HARDSCAPE	57	0	11	–	0	57
GARAGE	122	0	13.5	–	0	122
TOTAL	415	0			0	415

*LANDSCAPE INCLUDES GRADING SOUTH OF GARAGE.
*MISC. HARDSCAPE INCLUDES CONCRETE PAD AND RETAINING WALL GRADING.

A request for exemption is requested due to existing conditions on site. The garage is maintaining the same pad elevation as the existing removed. Due to the existing site configuration and constraints, cutting an additional 5.5' is necessary to maintain the same pad elevation. Elevating the garage would require significantly more grading and asphalt modifications. The same is true for the additional 7' of cut for the miscellaneous hardscape and additional 3' of cut for the landscaping.



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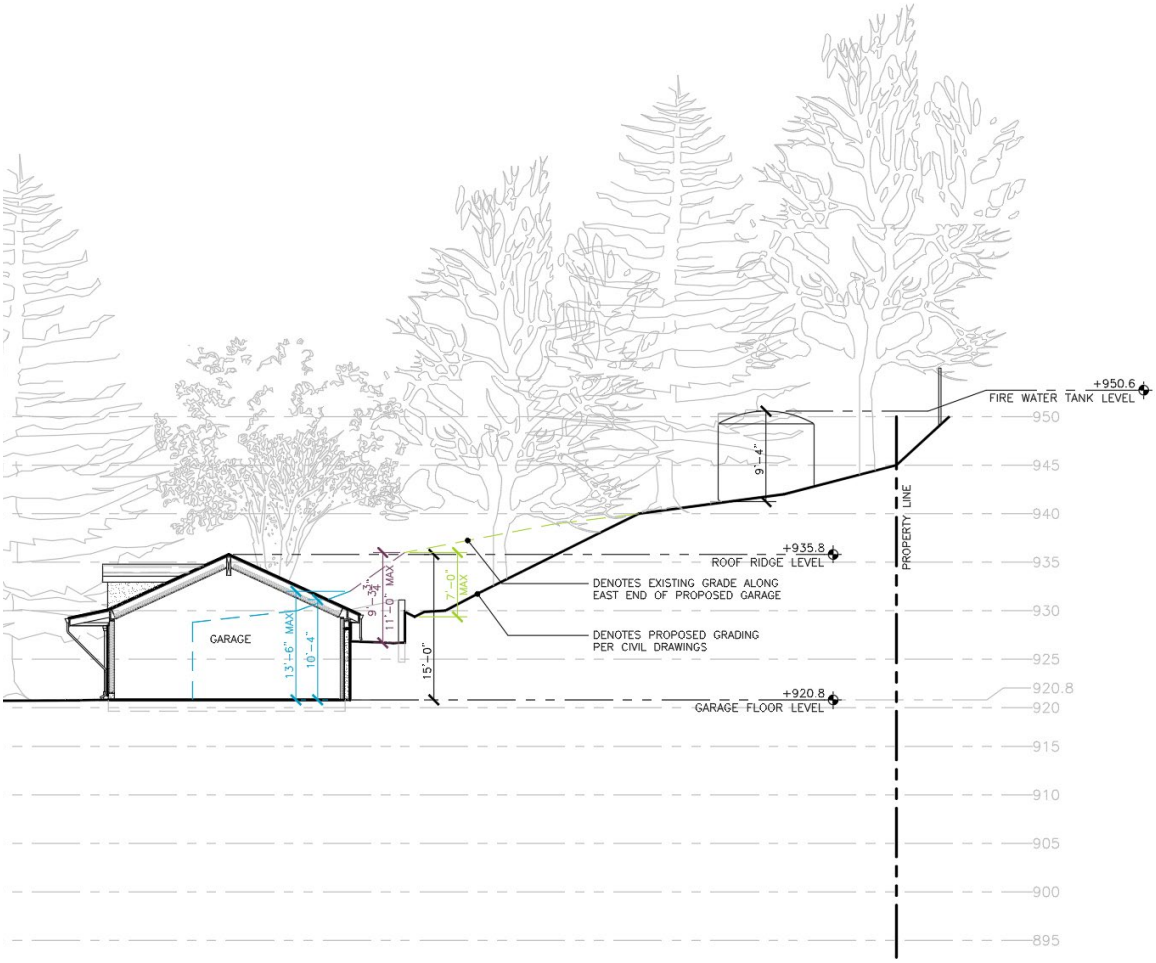

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Additional Trees Removed & In Lieu Fee Request

Tree removal is necessary to accommodate the new garage size with the grading and drainage required. The Town's Arborist report identifies 4 trees to be removed, however this was based upon the original submittal before comments were received. The resubmittal has shown a total of 8 trees to be removed in order to comply with the requirements in the Hillside Development Standards for retaining walls limited to 5-foot high and WUI (Wildland Urban Interface) requirements through AMMC (25-0417). The site is located in a very high fire hazard severity zone (VHFHSZ).

Tree replacement is not being proposed due to WUI requirements as planting new trees will result in a greater fire hazard than the original condition, especially when the trees are fully mature. Tree canopies in Zone 1 shall not touch in order to accommodate a reasonable fire break. Planting any new tree would not accommodate this. In-lieu fees are being requested instead of planting any new trees.

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CDG
CANNON
DESIGN
GROUP

ARCHITECTURE PLANNING URBAN DESIGN

September 17, 2024

Mr. Suray Nathan
Community Development Department
Town of Los Gatos
110 E. Main Street
Los Gatos, CA 95031

RE: 16511 Cypress Way

Dear Suray:

I reviewed the drawings and evaluated the neighborhood context. My comments and recommendations on the design are as follows:

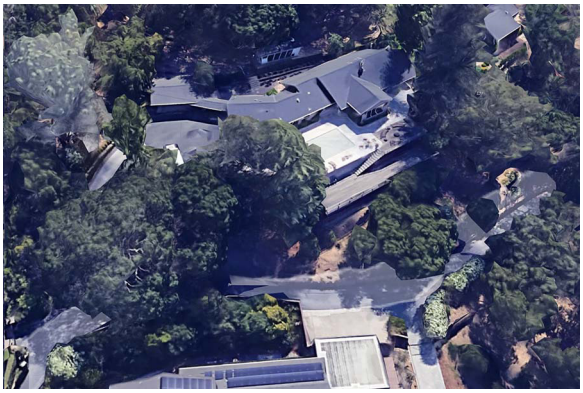
NEIGHBORHOOD CONTEXT
The site is located in a hillside neighborhood with heavy mature landscaping and large lots and homes. Photos of the site and its surrounding neighborhood are shown on the following page.

6729 FAIRFIELD DRIVE
SANTA ROSA, CA 95409

TEL: (707) 843-5747
CDGPLAN@PACBELL.NET

EXHIBIT 6

THE SITE CONTEXT

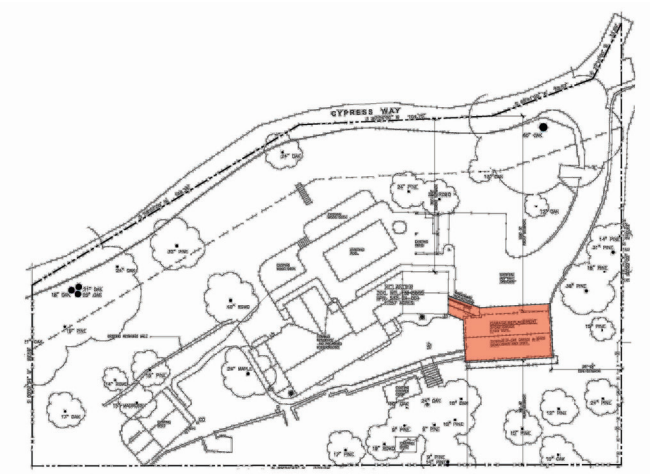


THE SITE CONTEXT

House below this site

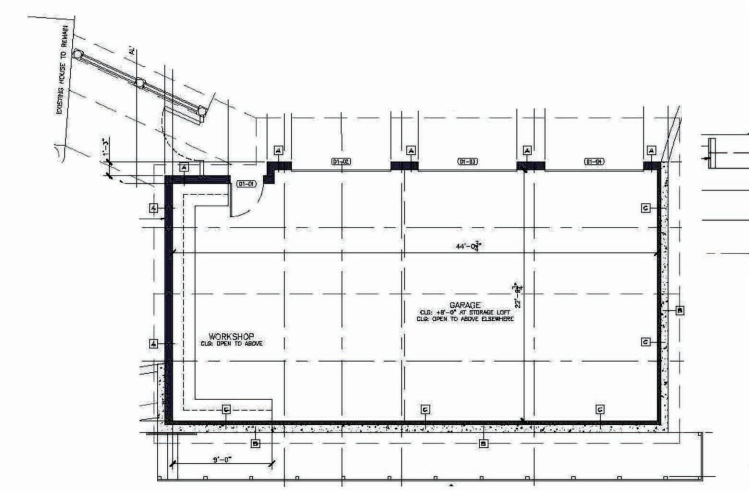
View from below up to site

PROPOSED PROJECT

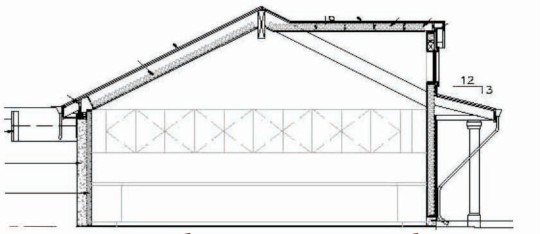


Proposed site plan

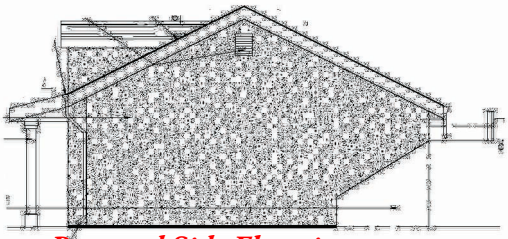
Existing garage and breezeway



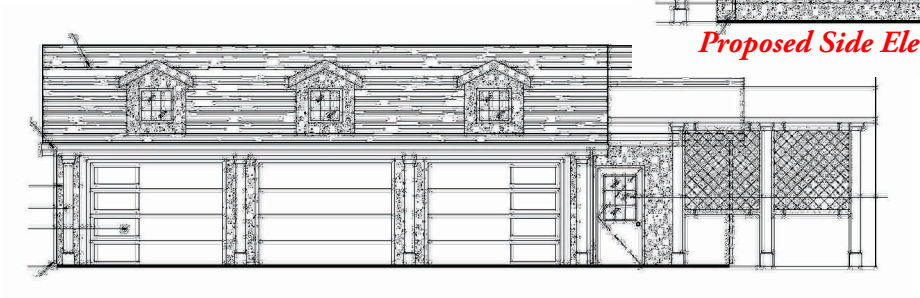
Proposed Floor Plan



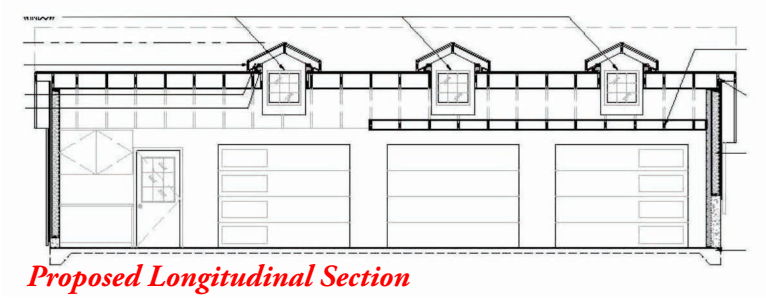
Proposed Cross Section at dormers



Proposed Side Elevation



Proposed Front Elevation



Proposed Longitudinal Section

CANNON DESIGN GROUP 6729 FAIRFIELD DRIVE SANTA ROSA, CA 95409

ISSUES AND RECOMMENDATIONS

The proposed project is a replacement of an existing garage and breezeway. It is modest in size and design. It proposes roof dormer windows which are characteristics of carriage house but perfectly acceptable as windows bringing natural light into the garage interior. The area is well shielded by landscaping from views of any adjacent neighbors.
I have no recommendations for changes.

Suray, please let me know if you have any questions or if there are any issues that I did not address.

Sincerely,
CANNON DESIGN GROUP

Larry L. Cannon

CANNON DESIGN GROUP 6729 FAIRFIELD DRIVE SANTA ROSA, CA 95409

Tree Inventory, Assessment, and Protection Report

16511 Cypress Way
Los Gatos, CA 95032

Prepared for:

Town of Los Gatos

November 6, 2024

Prepared By:

Monarch Consulting Arborists

Richard Gessner
P.O. Box 1010 - Felton, CA 95018
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EXHIBIT 7

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Summary

The applicant is requesting approval for construction of accessory structures exceeding 1,000 square feet in gross floor area and site improvements on property zoned HR-2 1/2. APN 532-24-004. Exempt pursuant to the CEQA Section 15303(a): new construction or conversion of small structures.

The inventory contains ten (10) trees comprised of seven (7) different species. There are no Large Protected, Exempt, or Street Trees. Seven trees are in good condition and the remaining three are in fair shape. One pine tree #619 has signs of red turpentine beetles (*Dendroctonus valens*).

Four trees are expected to be highly impacted and removed which included holly #615 (*Ilex aquifolium*) Chinese pistache (*Pistacia chinensis*) #617, coast live oak (*Quercus agrifolia*) #618, and silk tree (*Albizia julibrissin*) #624. One tree, coast live oak #623, could be moderately impacted. The remaining five trees are not expected to be affected.

Tree protection will consider of fence around those to remain at their calculated tree protection radius of eight times their trunk diameter in feet.

The applicant will be required to replace four protected trees.

There were ten (10) protected trees appraised for a rounded depreciated value of $17,690.00.

Introduction

Background

The Town of Los Gatos asked me to assess the site, trees, and proposed footprint plan, and to provide a report with my findings and recommendations to help satisfy planning requirements.

Assignment

- Provide an arborist's report including an assessment of the trees within the project area and on the adjacent sites. The assessment is to include the species, size (trunk diameter), condition (health, structure, and form), and suitability for preservation ratings. Affix number tags on the trees for reference on site and on plans.
- Provide tree protection specifications, guidelines, and impact ratings for those affected by the project.
- Provide appraised values using the Trunk Formula Technique.

Limits of the assignment

- The information in this report is limited to the condition of the trees during my inspection on October 22, 2024. No tree risk assessments were performed.
- Tree heights and canopy diameters are estimates.

- The plans reviewed for this assignment were as follows (Table 1).

Table 1: Plans Reviewed Checklist

Plan	Date	Sheet	Reviewed	Source
Existing Site Topographic				
Proposed Site Plan	July 2024	A1.1	Yes	Bay Area Builders, Inc.
Erosion Control				
Grading and Drainage	July 2024	C1	Yes	R.I. Engineering Inc.
Utility Plan and Hook-up locations				
Exterior Elevations	July 2024	A3.1 - A3.3	Yes	Bay Area Builders, Inc.
Landscape Plan				
Irrigation Plan				
T-1 Tree Protection Plan				

Purpose and use of the report

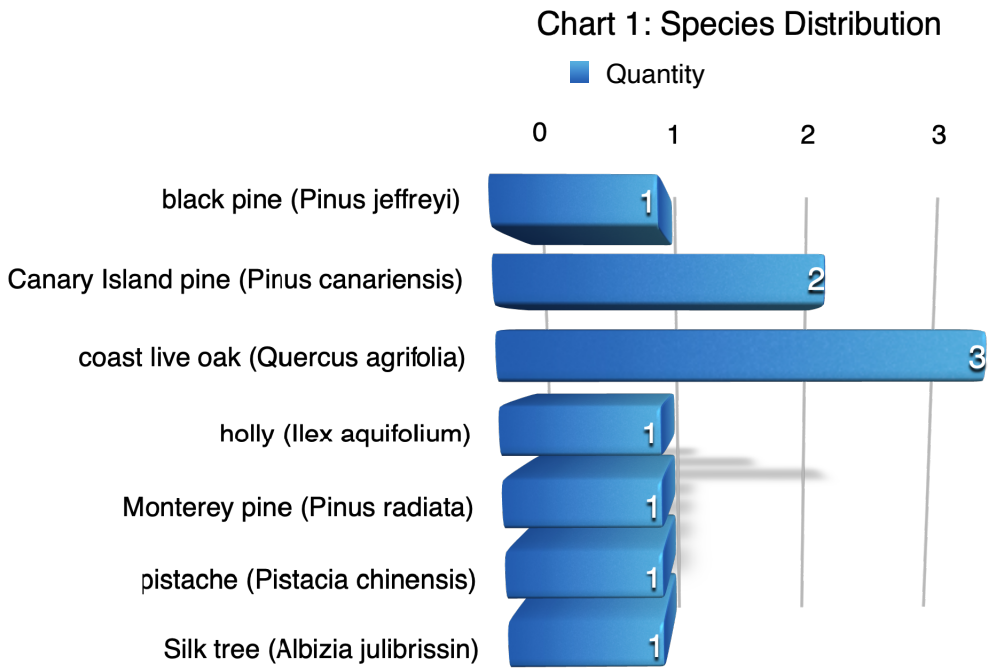
The report is intended to identify all the trees within the plan area that could be affected by a project. The report is to be used by the Town of Los Gatos and the property owners as a reference for existing tree conditions to help satisfy planning requirements.

Observations

Tree Inventory

The inventory consists of trees protected by the Town of Los Gatos located on site and those in close proximity on neighboring properties. Sec. 29.10.0960. - Scope of protected trees. All trees which have a four-inch or greater diameter (twelve and one half-inch circumference) of any trunk, when removal relates to any review for which zoning approval or subdivision approval is required. (Appendix A and B). Los Gatos Town Ordinance 29.10.0970 Exceptions (1) states the following: “A fruit or nut tree that is less than eighteen (18) inches in diameter (fifty-seven-inch circumference).

The inventory contains ten (10) trees comprised of seven (7) different species. There are no Large Protected[1], Exempt[2], or Street Trees[3] (Chart 1).



[1] Large protected tree means any oak (*Quercus spp.*), California buckeye (*Aesculus californica*), or Pacific madrone (*Arbutus menziesii*) which has a 24-inch or greater diameter (75-inch circumference); or any other species of tree with a 48-inch or greater diameter (150-inch circumference).

[2] A fruit or nut tree that is less than eighteen (18) inches in diameter (fifty-seven-inch circumference). Species listed in 29.10.0970 subsection (2).

[3] Street tree means a tree in a public place, or along or within a public street or right-of-way.

Analysis

Tree appraisal was performed according to the Council of Tree & Landscape Appraisers *Guide for Plant Appraisal 10th Edition, 2019* (CLTA) along with Western Chapter International Society of Arboriculture *Species Classification and Group Assignment, 2004*. The trees were appraised using the "Cost Approach" and more specifically the "Trunk Formula Technique" (Appendix B).

"Trunk Formula Technique" is calculated as follows: Basic Tree Cost = (Unit tree cost x Appraised trunk area), Appraised Value = (Basic tree cost X functional Limitations (percentage) X Condition (percentage) X External Limitations (percentage)).

The trunk formula valuations are based on four tree factors; size (trunk cross sectional area), condition, functional limitations, and external limitations. There are two steps to determine the overall value. The first step is to determine the "Basic Tree Cost" based on size and unit tree cost. Unit tree cost is calculated by dividing the nursery wholesale cost of a 24 inch box specimen and its replacement size (cost per square inch trunk caliper) which is determined by the *Species Classification and Group Assignment, 2004 Western Chapter Regional Supplement*. The cost of the 24 inch box wholesale specimen was determined through personal communications with BrightView and Normans nurseries in Farmington and Central Wholesale in San Jose for an average of $214.00.

The second part is to depreciate the tree's Basic Cost through an assessment of condition, functional limitations, and external limitations. The condition assessment guidelines and percentages are defined in the "Condition Rating" section of this report. Functional limitations are based on factors associated with the tree's interaction to its planting site that would affect condition, limit development, or reduce the utility in the future and include genetics, placement, and site conditions for the individual tree. External limitations are outside the property, out of control of the owner and also affect condition, limit development, or reduce the utility in the future (i.e power lines, municipal restrictions, drought adaptations, or species susceptibility to pests).

There were ten (10) protected trees appraised for a rounded depreciated value of $17,690.00.

Appraisal worksheets are available upon request.

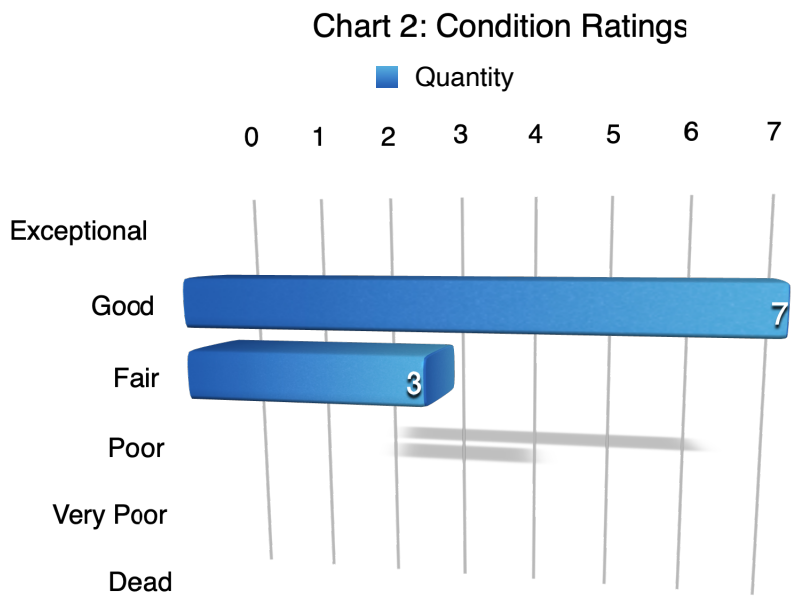
Discussion

Condition Rating

A tree's condition is a determination of its overall health, structure, and form. The assessment considered all three criteria for a combined condition rating.

- 100% - Exceptional = Good health and structure with significant size, location or quality.
- 61-80% - Good = Normal vigor, well-developed structure, function and aesthetics not compromised with good longevity for the site.
- 41-60 % - Fair = Reduced vigor, damage, dieback, or pest problems, at least one significant structural problem or multiple moderate defects requiring treatment. Major asymmetry or deviation from the species normal habit, function and aesthetics compromised.
- 21-40% - Poor = Unhealthy and declining appearance with poor vigor, abnormal foliar color, size or density with potential irreversible decline. One serious structural defect or multiple significant defects that cannot be corrected and failure may occur at any time. Significant asymmetry and compromised aesthetics and intended use.
- 6-20% - Very Poor = Poor vigor and dying with little foliage in irreversible decline. Severe defects with the likelihood of failure being probable or imminent. Aesthetically poor with little or no function in the landscape.
- 0-5% - Dead/Unstable = Dead or imminently ready to fail.

Seven trees are in good condition and the remaining three are in fair shape. One pine tree #619 has signs of red turpentine beetles (*Dendroctonus valens*) (Chart 2).



Mitigation for Removals

The table below indicates the recommended replacement values (Table 2). The applicant will be required to replace four protected trees. Alternatively it may be possible to create an approved landscape plan or provide an in-lieu payment. The landscape plan does not indicate any replacement trees.

Table 2: Town of Los Gatos Tree Canopy - Replacement Standard

Canopy Size of Removed Tree (1)	Replacement Requirement (2)(4)	Single Family Residential Replacement Option (3)(4)
10 feet or less	Two 24 inch box trees	Two 15 gallon trees
More than 10 feet to 25 feet	Three 24 inch box trees	Three 15 gallon trees
More than 25 feet to 40 feet	Four 24 inch box trees or two 36 inch box trees	Four 15 gallon trees
More than 40 feet to 55 feet	Six 24 inch box trees; or three 36 inch box trees	Not available
Greater than 55 feet	Ten 24 inch box trees; or five 36 inch box trees	Not available

[1]To measure an asymmetrical canopy of a tree, the widest measurement shall be used to determine canopy size.

[2]Often, it is not possible to replace a single large, older tree with an equivalent tree(s). In this case, the tree may be replaced with a combination of both the Tree Canopy Replacement Standard and in-lieu payment in an amount set forth by Town Council resolution paid to the Town Tree Replacement Fund.

[3]Single Family Residential Replacement Option is available for developed single family residential lots under 10,000 square feet that are not subject to the Town's Hillside Development Standards and Guidelines. All 15-gallon trees must be planted on-site. Any in-lieu fees for single family residential shall be based on 24" box tree rates as adopted by Town Council.

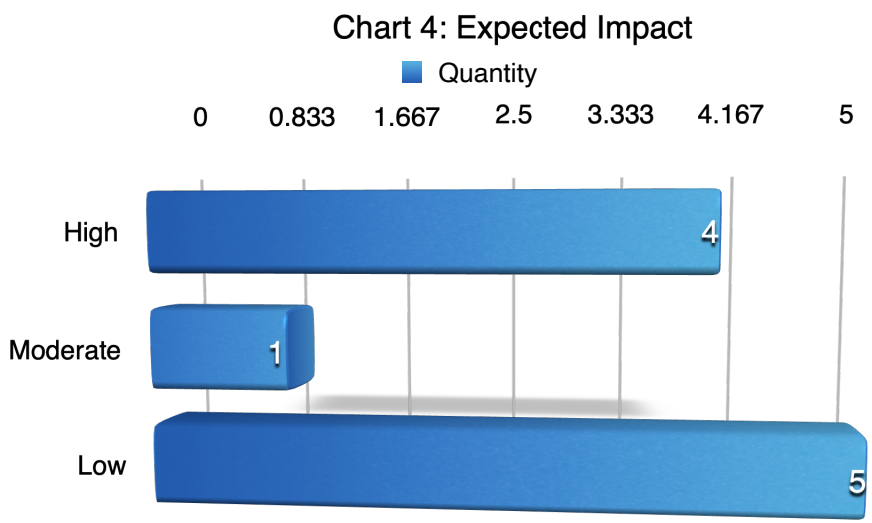
[4]Replacement Trees shall be approved by the Town Arborist and shall be of a species suited to the available planting location, proximity to structures, overhead clearances, soil type, compatibility with surrounding canopy and other relevant factors. Replacement with native species shall be strongly encouraged. Replacement requirements in the Hillsides shall comply with the Hillside Development Standards and Guidelines Appendix A and Section 29.10.0987 Special Provisions—Hillsides.

Expected Impacts

Impact level defines how a tree may be affected by construction activity and proximity to the tree, and is described as low, moderate, or high. The following scale defines the impact rating:

- Low = The construction activity will have little influence on the tree.
- Moderate = The construction may cause future health or structural problems, and steps must be taken to protect the tree to reduce future problems.
- High = Tree structure and health will be compromised and removal is recommended, or other actions must be taken for the tree to remain. The tree is located in the building envelope.

Four trees are expected to be highly impacted and removed which included holly #615, Chinese pistache #617, coast live oak #618, and silk tree #624 (Chart 3). One tree, coast live oak #623, could be moderately impacted and one of its codominant stems will need to be removed to provide clearance (and as a byproduct improve overall structure). The remaining five trees are not expected to be affected.



Tree Protection

Typically there are three different tree protection schemes which are called Type I (Appendix D1), Type II and Type III (Appendix D2) trunk protection only. The tree protection zone (TPZ) is the defined area in which certain activities are prohibited to minimize potential injury to the tree. There are two tree protection zones determined which include the “calculated” and “specified”. The “calculated” tree protection zone is determined by a multiplication factor based on species tolerance, tree age/vigor/health, and trunk diameter. The “specified” tree protection zone is adjusted in size and shape to accommodate the existing infrastructure, planned construction, and specific site constraints. This “specified” zone includes tree canopy conformation, visible root orientation, size, condition, maturity, and species tolerances (Gilpin, R, Hauer, R, Matheny, N, and Smiley, E.T. 2023).

Tree protection will consider of fence around those to remain at their calculated tree protection radius of eight times their trunk diameter in feet.

Conclusion

The inventory contains ten (10) trees comprised of seven (7) different species. There are no Large Protected, Exempt, or Street Trees.

Seven trees are in good condition and the remaining three are in fair shape. One pine tree #619 has signs of red turpentine beetles (*Dendroctonus valens*).

Four trees are expected to be highly impacted and removed which included holly #615, Chinese pistache #617, coast live oak #618, and silk tree #624. One tree, coast live oak #623, could be moderately impacted and one of its codominant stems will need to be removed to provide clearance (and as a byproduct improve overall structure). The remaining five trees are not expected to be affected.

Tree protection will consider of fence around those to remain at their calculated tree protection radius of eight times their trunk diameter in feet.

The applicant will be required to replace four protected trees.

There were ten (10) protected trees appraised for a rounded depreciated value of $17,690.00.

Recommendations

1. Provide a plan sheet or existing topographic survey that indicates the trees within the project area. None of the plan sheets show tree locations for #616, #617, #618, #623 or #624 which many are expected to be highly impacted (Appendix A).

2. Place tree protection fence around the trees to be retained as indicated in Appendix B “Calculated TPZ”.

3. All tree maintenance and care shall be performed by a qualified arborist with a C-61/D-49 California Contractors License. Tree maintenance and care shall be specified in writing according to American National Standard for Tree Care Operations: *Tree, Shrub and Other Woody Plant Management: Standard Practices* parts 1 through 10 and adhere to ANSI Z133.1 safety standards and local regulations. All maintenance is to be performed according to ISA Best Management Practices.

4. Refer to Appendix D for general tree protection guidelines including recommendations for arborist assistance while working under trees, trenching, or excavation within a trees drip line or designated TPZ/CRZ.

5. Place all the tree protection fence locations and guidelines on the plans including the grading, drainage, and utility plans. Create a separate plan sheet that includes all three protection measures labeled “T-1 Tree Protection Plan.”

6. Provide a copy of this report to all contractors and project managers, including the architect, civil engineer, and landscape designer or architect. It is the responsibility of the owner to ensure all parties are familiar with this document. Arrange a pre-construction meeting with the project arborist or landscape architect to verify tree protection is in place, with the correct materials, and at the proper distances.

Bibliography

Gilpin, R, Hauer, R, Matheny, N, and Smiley, E.T. *Managing trees during construction*, Third edition. Champaign, IL: International Society of Arboriculture, 2023.

ISA. *Guide For Plant Appraisal 9th Edition*. Savoy, IL: International Society of Arboriculture, 2000. Print.

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ISA. Species Classification and Group Assignment, 2004 Western Chapter Regional Supplement. Western Chapter ISA

Matheny, Nelda P., Clark, James R. Trees and development: A technical guide to preservation of trees during land development. Bedminster, PA: International Society of Arboriculture 1998.

Smiley, E, Matheny, N, Lilly, S, ISA. *Best Management Practices: Tree Risk Assessment:* International Society of Arboriculture, 2017. Print

Glossary of Terms

calculated tree protection zone: A TPZ calculated using the trunk diameter and a multiplication factor based on species tolerance to construction and tree age. It is often plotted on a plan as a circle or other arbitrary shape and can be used as a guide for establishing the specified TPZ.

critical root zone: a conceptual soil area containing the minimal amount of all the essential parts of the root zone needed to sustain tree health and structural integrity. There are no universally accepted methods to calculate the CRZ.

basic Tree Cost: The cost of replacement for a perfect specimen of a particular species and cross sectional area prior to location and condition depreciation.

cost Approach: An indication of value by adding the land value to the depreciated value of improvements.

defect: An imperfection, weakness, or lack of something necessary. In trees defects are injuries, growth patterns, decay, or other conditions that reduce the tree's structural strength.

diameter at breast height (DBH): Measures at 1.4 meters (4.5 feet) above ground in the United States, Australia (arboriculture), New Zealand, and when using the Guide for Plant Appraisal, 9th edition; at 1.3 meters (4.3 feet) above ground in Australia (forestry), Canada, the European Union, and in UK forestry; and at 1.5 meters (5 feet) above ground in UK arboriculture.

drip Line: Imaginary line defined by the branch spread or a single plant or group of plants. The outer extent of the tree crown.

form: Describes a plant's habit, shape or silhouette defined by its genetics, environment, or management.

health: Assessment is based on the overall appearance of the tree, its leaf and twig growth, and the presence and severity of insects or disease

mechanical damage: Physical damage caused by outside forces such as cutting, chopping or any mechanized device that may strike the tree trunk, roots or branches.

scaffold branches: Permanent or structural branches that for the scaffold architecture or structure of a tree.

specified tree protection zone (specified TPZ): a TPZ that is adjusted in size or shape to accommodate the existing infrastructure, planned construction, and aspects of the site, as well as the tree canopy conformation, visible root orientation, size, condition, maturity, and species response to construction.

straw wattle: also known as straw worms, bio-logs, straw noodles, or straw tubes are man made cylinders of compressed, weed free straw (wheat or rice), 8 to 12 inches in diameter and 20 to 25 feet long. They are encased in jute, nylon, or other photo degradable materials,
and have an average weight of 35 pounds.

structure: Evaluation focused on the crown, trunk, trunk flare, above ground roots and the site conditions contributing to conditions and/or defects that may contribute to failure.

Tree Protection Zone (TPZ): Defined area within which certain activities are prohibited or restricted to prevent or minimize potential injury to designated trees, especially during construction or development.

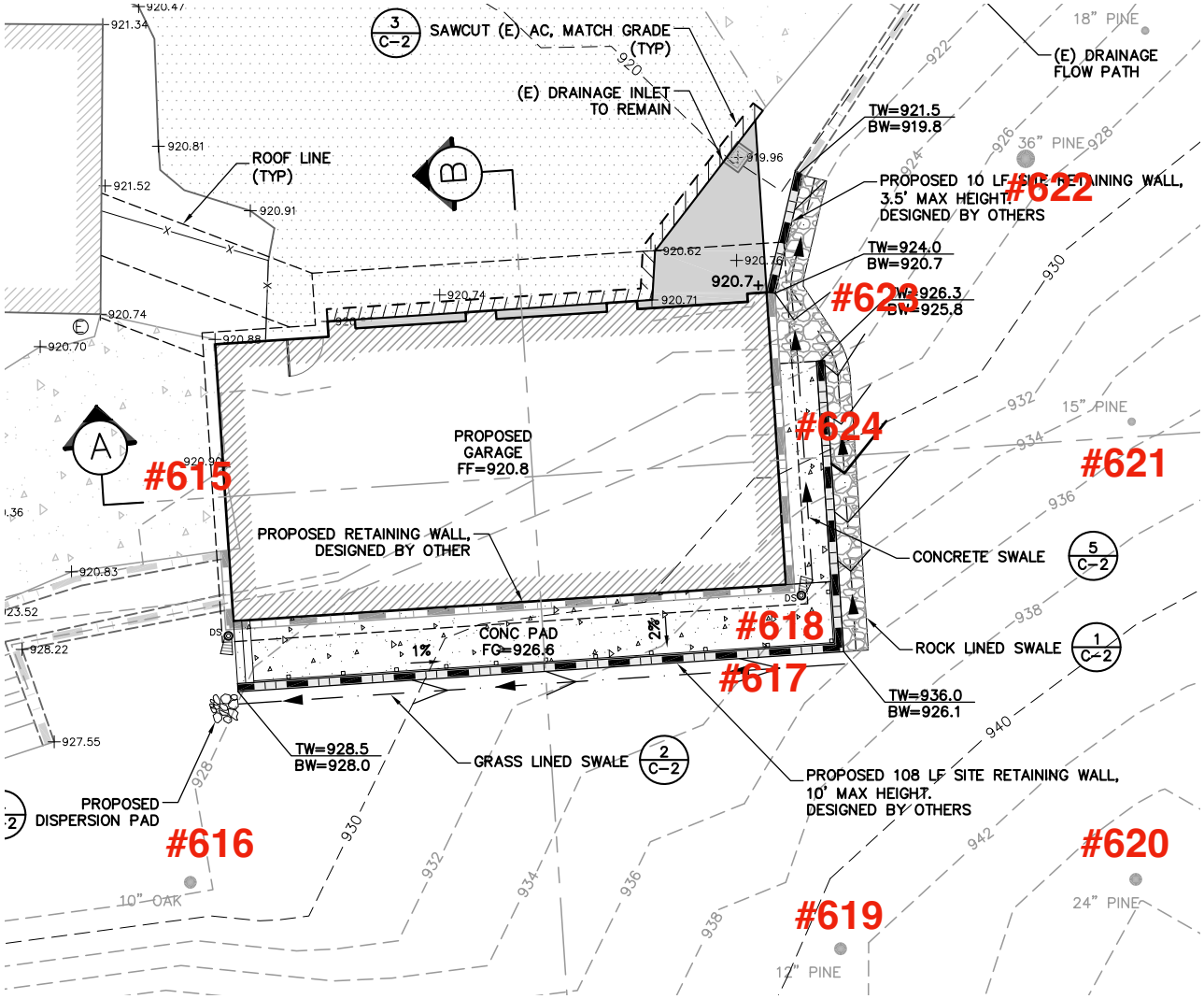
Tree Risk Assessment: Process of evaluating what unexpected things could happen, how likely it is, and what the likely outcomes are. In tree management, the systematic process to determine the level of risk posed by a tree, tree part, or group of trees.

trunk: Stem of a tree.

Trunk Formula Technique: Method to appraise the monetary value of trees considered too large to be replaced with nursery or field grown stock. Based on developing a representative unit cost for replacement with the same or comparable species of the same size and in the same place, subject to depreciation for various factors. Contrast with replacement cost method.

volunteer: A tree, not planted by human hands, that begins to grow on residential or commercial property. Unlike trees that are b drought in and installed on property, volunteer trees usually spring up on their own from seeds placed onto the ground by natural causes or accidental transport by people. Normally, volunteer trees are considered weeds and removed, but many desirable and attractive specimens have gone on to become permanent residents on many public and private grounds.

Appendix A: Tree Inventory, Site Plan, and Protection



Appendix B: Tree Inventory and Assessment Tables

Table 3: Inventory and Assessment Summary

Tree Species	I.D. #	Trunk Diameter (in.)	~ Canopy Diameter (ft.)	Condition	Expected Impact	Protection Status	Rounded Depreciated Value	Calculated Protection Radii (ft.)
holly (*Ilex aquifolium*)	615	10	15	Good	High	Protected	$1,160.00	7
coast live oak (*Quercus agrifolia*)	616	11	15	Good	Low	Protected	$2,530.00	7
pistache (*Pistacia chinensis*)	617	4	10	Good	High	Protected	$570.00	3
coast live oak (*Quercus agrifolia*)	618	4	10	Good	High	Protected	$330.00	3
Canary Island pine (*Pinus canariensis*)	619	14	15	Fair	Low	Protected	$2,270.00	9
Canary Island pine (*Pinus canariensis*)	620	17, 17	25	Fair	Low	Protected	$6,700.00	16
black pine (*Pinus jeffreyi*)	621	8	15	Good	Low	Protected	$740.00	5
Monterey pine (Pinus radiata)	622	19	20	Fair	Low	Protected	$480.00	13
coast live oak (*Quercus agrifolia*)	623	9, 7	10	Good	Moderate	Protected	$2,720.00	8
Silk tree (*Albizia julibrissin*)	624	9	10	Good	High	Protected	$190.00	6

Appendix C: Photographs

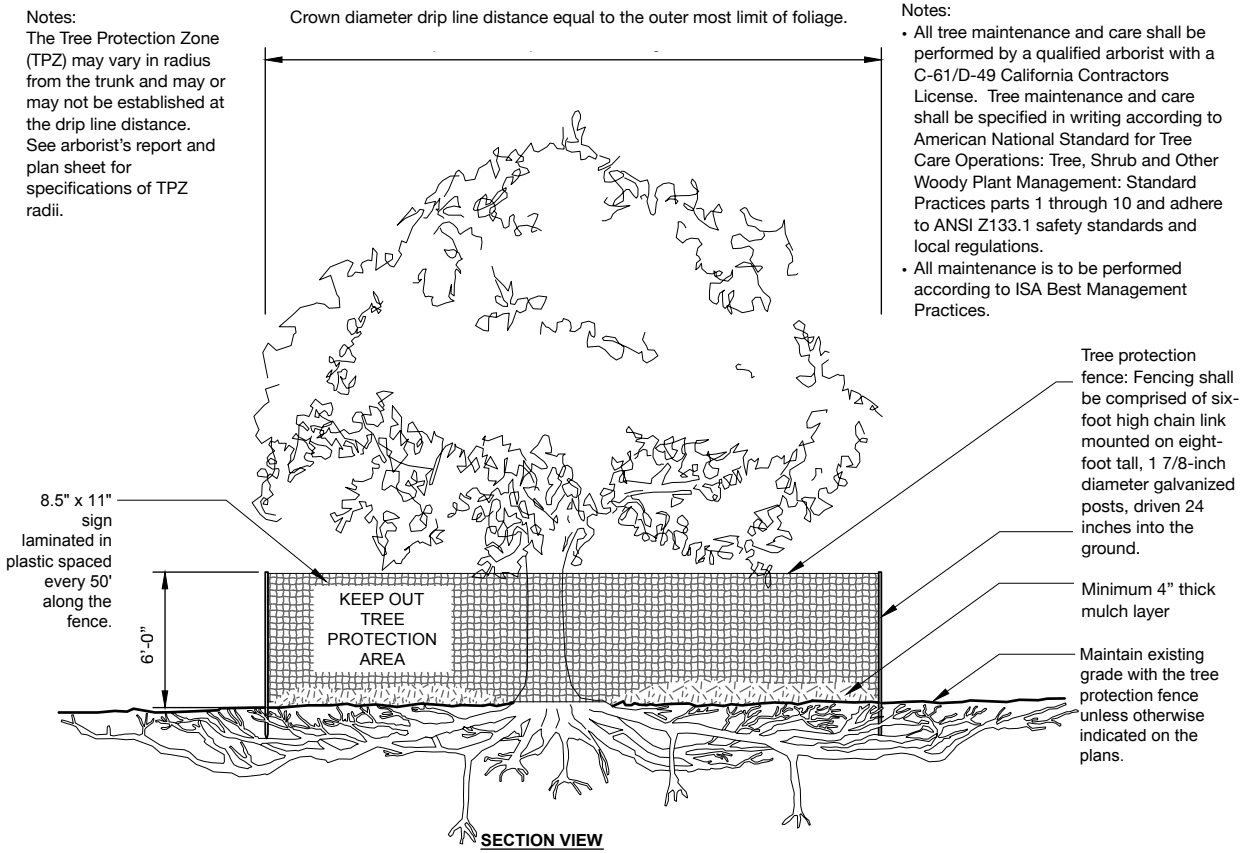
C1: Trees #616, #623 and #624

C2: Trees #617, #618, and #619

C3: Holly #615

Appendix D: Tree Protection Guidelines

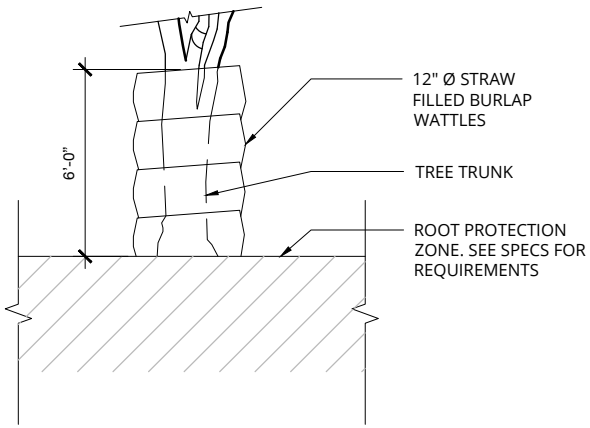
D1: Plan Sheet Detail S-X (Type I)



S-X TREE PROTECTION

URBAN TREE FOUNDATION © 2014
OPEN SOURCE FREE TO USE
Modified by Monarch Consulting Arborists LLC, 2019

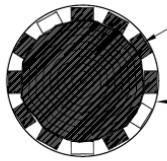
D2: Plan Sheet Detail S-Y (Type III)



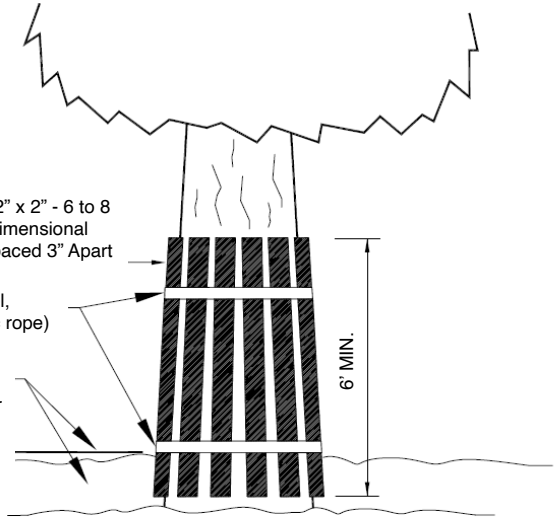
SECTION VIEW

S-Y TRUNK PROTECTION WITH WATTLE

Note: See Local Ordinance Requirements and Arborist's Report for Additional Protection Specifications and Guidelines.



PLAN



ELEVATION

Trunk Protection Vertical Timber Detail

D3: Section 29.10.1005. - Protection of Trees During Construction

Tree Protection Zones and Fence Specifications

1. **Size and materials:** Six (6) foot high chain link fencing, mounted on two-inch diameter galvanized iron posts, shall be driven into the ground to a depth of at least two (2) feet at no more than ten-foot spacing. For paving area that will not be demolished and when stipulated in a tree preservation plan, posts may be supported by a concrete base.
2. **Area type to be fenced:** Type I: Enclosure with chain link fencing of either the entire dripline area or at the tree protection zone (TPZ), when specified by a certified or consulting arborist. Type II: Enclosure for street trees located in a planter strip: chain link fence around the entire planter strip to the outer branches. Type III: Protection for a tree located in a small planter cutout only (such as downtown): orange plastic fencing shall be wrapped around the trunk from the ground to the first branch with two-inch wooden boards bound securely on the outside. Caution shall be used to avoid damaging any bark or branches.
3. **Duration of Type I, II, III fencing:** Fencing shall be erected before demolition, grading or construction permits are issued and remain in place until the work is completed. Contractor shall first obtain the approval of the project arborist on record prior to removing a tree protection fence.
4. **Warning Sign:** Each tree fence shall have prominently displayed an eight and one-half-inch by eleven-inch sign stating: "Warning —Tree Protection Zone—This fence shall not be removed and is subject to penalty according to Town Code 29.10.1025.” Text on the signs should be in both English and Spanish (Appendix E).

All persons, shall comply with the following precautions

1. Prior to the commencement of construction, install the fence at the dripline, or tree protection zone (TPZ) when specified in an approved arborist report, around any tree and/or vegetation to be retained which could be affected by the construction and prohibit any storage of construction materials or other materials, equipment cleaning, or parking of vehicles within the TPZ. The dripline shall not be altered in any way so as to increase the encroachment of the construction.
2. Prohibit all construction activities within the TPZ, including but not limited to: excavation, grading, drainage and leveling within the dripline of the tree unless approved by the Director.
3. Prohibit disposal or depositing of oil, gasoline, chemicals or other harmful materials within the dripline of or in drainage channels, swales or areas that may lead to the dripline of a protected tree.
4. Prohibit the attachment of wires, signs or ropes to any protected tree.
5. Design utility services and irrigation lines to be located outside of the dripline when feasible.
6. Retain the services of a certified or consulting arborist who shall serve as the project arborist for periodic monitoring of the project site and the health of those trees to be preserved. The project arborist shall be present whenever activities occur which may pose a potential threat to the health of the trees to be preserved and shall document all site visits.
7. The Director and project arborist shall be notified of any damage that occurs to a protected tree during construction so that proper treatment may be administered.

Prohibited Activities

The following are prohibited activities within the TPZ:

- Grade changes (e.g. soil cuts, fills);
- Trenches;
- Root cuts;
- Pedestrian and equipment traffic that could compact the soil or physically damage roots;
- Parking vehicles or equipment;
- Burning of brush and woody debris;
- Storing soil, construction materials, petroleum products, water, or building refuse; and,
- Disposing of wash water, fuel or other potentially damaging liquids.

Monitoring

Any trenching, construction or demolition that is expected to damage or encounter tree roots should be monitored by the project arborist or a qualified ISA Certified Arborist and should be documented.

The site should be evaluated by the project arborist or a qualified ISA Certified Arborist after construction is complete, and any necessary remedial work that needs to be performed should be noted.

Root Pruning

Roots greater than two inches in diameter shall not be cut. When roots over two inches in diameter are encountered and are authorized to be cut or removed, they should be pruned by hand with loppers, handsaw, reciprocating saw, or chain saw rather than left crushed or torn. Roots should be cut beyond sinker roots or outside root branch junctions and be supervised by the project arborist. When completed, exposed roots should be kept moist with burlap or backfilled within one hour.

Boring or Tunneling

Boring machines should be set up outside the drip line or established Tree Protection Zone. Boring may also be performed by digging a trench on both sides of the tree until roots one inch in diameter are encountered and then hand dug or excavated with an Air Spade® or similar air or water excavation tool. Bore holes should be adjacent to the trunk and never go directly under the main stem to avoid oblique (heart) roots. Bore holes should be a minimum of three feet deep.

Tree Pruning and Removal Operations

All tree pruning or removals should be performed by a qualified arborist with a C-61/D-49 California Contractors License. Treatment, including pruning, shall be specified in writing according to the most recent ANSI A-300A Standards and Limitations and performed according to ISA Best Management Practices while adhering to ANSI Z133.1 safety standards. Trees that need to be removed or pruned should be identified in the pre-construction walk through.

Appendix E: Tree Protection Signs
E1: English

Warning
Tree Protection Zone

This Fence Shall Not Be Removed
And Is Subject To Penalty According To
Town Code 29.10.1025

E2: Spanish

Cuidado
Zona De Arbol Pretejido

Esta valla no podrán ser sacados
Y está sujeta a sanción en función de
Código Ciudad del 29.101025

Qualifications, Assumptions, and Limiting Conditions

Any legal description provided to the consultant is assumed to be correct. Any titles or ownership of properties are assumed to be good and marketable. All property is appraised or evaluated as though free and clear, under responsible ownership and competent management.

All property is presumed to be in conformance with applicable codes, ordinances, statutes, or other regulations.

Care has been taken to obtain information from reliable sources. However, the consultant cannot be responsible for the accuracy of information provided by others.

The consultant shall not be required to give testimony or attend meetings, hearings, conferences, mediations, arbitration, or trials by reason of this report unless subsequent contractual arrangements are made, including payment of an additional fee for such services.

This report and any appraisal value expressed herein represent the opinion of the consultant, and the consultant's fee is not contingent upon the reporting of a specified appraisal value, a stipulated result, or the occurrence of a subsequent event.

Sketches, drawings, and photographs in this report are intended for use as visual aids, are not necessarily to scale, and should not be construed as engineering or architectural reports or surveys. The reproduction of information generated by architects, engineers, or other consultants on any sketches, drawings, or photographs is only for coordination and ease of reference. Inclusion of said information with any drawings or other documents does not constitute a representation as to the sufficiency or accuracy of said information.

Unless otherwise expressed: a) this report covers only examined items and their condition at the time of inspection; and b) the inspection is limited to visual examination of accessible items without dissection, excavation, probing, or coring. There is no warranty or guarantee, expressed or implied, that structural problems or deficiencies of plants or property may not arise in the future.

Certification of Performance

I Richard Gessner, Certify:

That I have personally inspected the tree(s) and/or the property referred to in this report, and have stated my findings accurately. The extent of the evaluation and/or appraisal is stated in the attached report and Terms of Assignment;

That I have no current or prospective interest in the vegetation or the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved;

That the analysis, opinions and conclusions stated herein are my own;

That my analysis, opinions, and conclusions were developed and this report has been prepared according to commonly accepted Arboricultural practices;

That no one provided significant professional assistance to the consultant, except as indicated within the report.

That my compensation is not contingent upon the reporting of a predetermined conclusion that favors the cause of the client or any other party, nor upon the results of the assessment, the attainment of stipulated results, or the occurrence of any other subsequent events;

I further certify that I am a Registered Consulting Arborist® with the American Society of Consulting Arborists, and that I acknowledge, accept and adhere to the ASCA Standards of Professional Practice. I am an International Society of Arboriculture Board Certified Master Arborist®. I have been involved with the practice of Arboriculture and the care and study of trees since 1998.

Richard J. Gessner

ASCA Registered Consulting Arborist® #496
ISA Board Certified Master Arborist® WE-4341B

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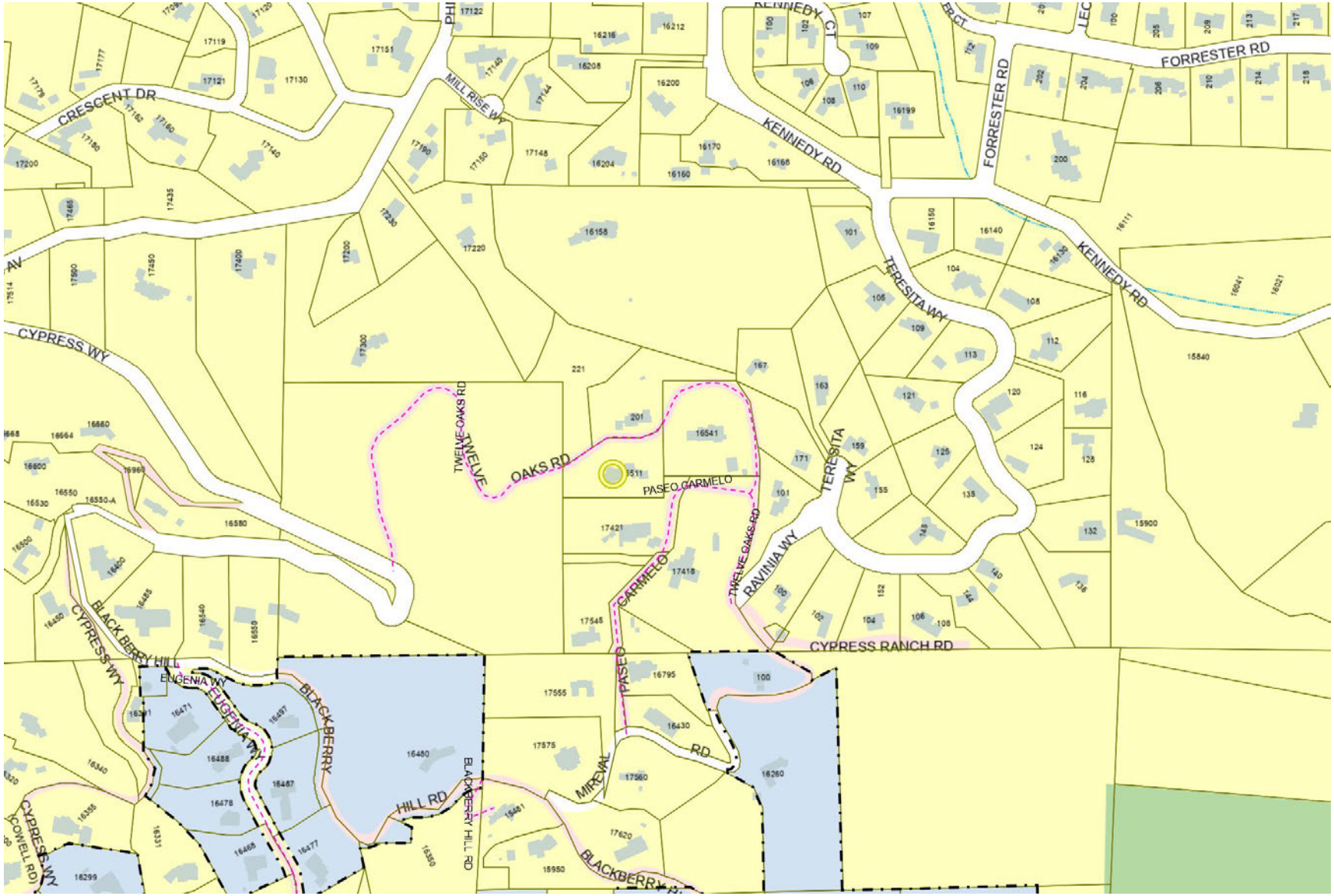
Kolander Garage - Public Noticing

	Name	Address	Date	Remarks
	unknown	Twelve Oaks Rd	n/a	Large vacant parcel
	unknown	221 Twelve Oaks Rd	n/a	Vacant parcel
1	[redacted]	201 Twelve Oaks Rd.	10/10/2024	One of only 2 neighbors on street
2	[redacted]	16158 Kennedy Rd.	10/10/2024	One of only 2 neighbors on street
3		100 Ravina Way	-	Property owners spoke to the only neighbors on the same road that is shared. Other noticing would require the owners to drive 2-3 miles (due to the configuration of the roads) to go door to door to people the owners do not know and find it uncomfortable, unsafe and awkward. The property owners also don't know if the person they would be speaking to actually owns the property or not and asking such information may infringe upon privacy concerns. The property owners request noticing mailers to be sent out to the property owners for the remainder of the addresses due to the above concerns.
4		101 Ravina Way	-	
5		102 Ravina Way	-	
6		104 Teresita Way	-	
7		105 Teresita Way	-	
8		106 Teresita Way	-	
9		109 Teresita Way	-	
10		113 Teresita Way	-	
11		120 Teresita Way	-	
12		121 Teresita Way	-	
13		124 Teresita Way	-	
14		125 Teresita Way	-	
15		128 Teresita Way	-	
16		132 Teresita Way	-	
17		135 Teresita Way	-	
18		136 Teresita Way	-	
19		140 Teresita Way	-	
20		144 Teresita Way	-	
21		145 Teresita Way	-	
22		155 Teresita Way	-	
23		159 Teresita Way	-	
24		163 Teresita Way	-	
25		167 Teresita Way	-	
26		171 Teresita Way	-	
27		16541 Cypress Way	-	
28		17418 Paseo Carmelo	-	
29		17421 Paseo Carmelo	-	
30		17545 Paseo Carmelo	-	

EXHIBIT 8

Public Noticing Map



KOLANDER RESIDENCE

GARAGE & BREEZEWAY REPLACEMENT

16511 CYPRESS WAY | LOS GATOS, CALIFORNIA 95030

ARCHITECTURE & SITE DEVELOPMENT PERMIT

S-24-045

MARCH 28, 2025

DRAWING INDEX

ARCHITECTURAL

	DWG #	TITLE	REV#
1	A0	COVER SHEET	R
2	A0.1	CONDITIONS OF APPROVAL	R
3	A0.2	SCCFD AMMR	R
4	A0.3	CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)	R
5	A0.4	CALGREEN MANDATORY MEASURES	R
6	T-1	TREE PROTECTION PLAN	R
7	A1.0	SITE PLAN - EXISTING CONDITIONS & DEMOLITION	R
8	A1.1	SITE PLAN	R
9	A1.2	SITE PLAN	R
10	A2.1	FLOOR PLANS	R
11	A2.2	ROOF PLAN & SITE ELEMENTS	R
12	A3.0	EXISTING EXTERIOR ELEVATIONS	R
13	A3.1	EXTERIOR ELEVATIONS	R
14	A3.2	BUILDING SECTIONS	R
15	A3.3	OVERALL SITE SECTION	R
16	A3.4	OVERALL SITE SECTION	R
17	A7.1	DOOR & WINDOW SCHEDULES AND DETAILS	R

CIVIL

	DWG #	TITLE	REV#
18	C-1	GRADING & DRAINAGE PLAN	R
19	C-2	DETAILS	R
20	C-3	STORMWATER POLLUTION CONTROL PLAN	R

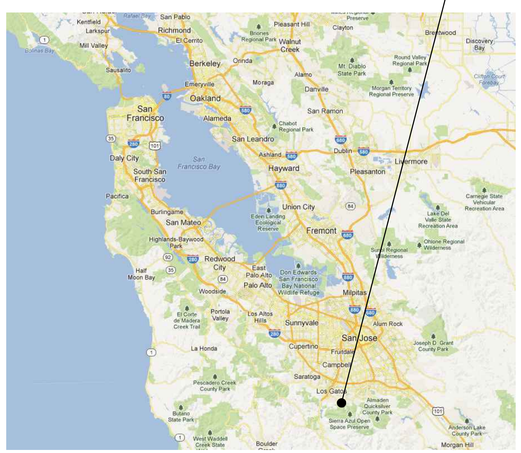
FLOOR AREA SUMMARY

	EXISTING	PROPOSED	ACTUAL
MAIN FLOOR (RESIDENCE)	2,377 SQFT.	0 SQFT.	2,377 SQFT.
2ND FLOOR/ATTIC OVER 7' HEIGHT	0 SQFT.	0 SQFT.	0 SQFT.
SHEDS	96 SQFT.	-96 SQFT.	0 SQFT.
ACCESSORY STRUCTURES	1,117 SQFT.	0 SQFT.	1,117 SQFT.
BELOW GRADE AREA (EXEMPT)	0 SQFT.	0 SQFT.	0 SQFT.
GARAGE BEYOND EXEMPTION	187 SQFT.	652 SQFT.	839 SQFT.
TOTAL	**3,777 SQFT.**	**556 SQFT.**	**4,333 SQFT.**
GARAGE EXEMPTION	400 SQFT.	400 SQFT.	400 SQFT.
4,900 SQFT. MAXIMUM ALLOWED			OK

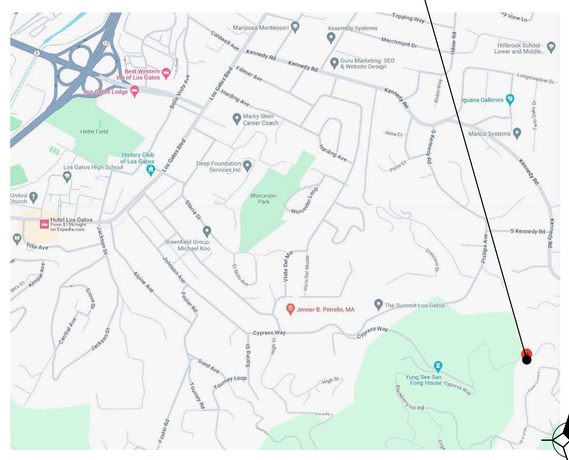
BUILDING SETBACKS

	FRONT (NORTH)	SIDE (EAST)	SIDE (WEST)	REAR (SOUTH)
REQUIRED BUILDING SETBACKS	30'-0"	20'-0"	20'-0"	25'-0"
PROPOSED BUILDING SETBACK	105'-11"	32'-3 1/4"	236'-2"	56'-10 1/4"

VICINITY



LOCATION



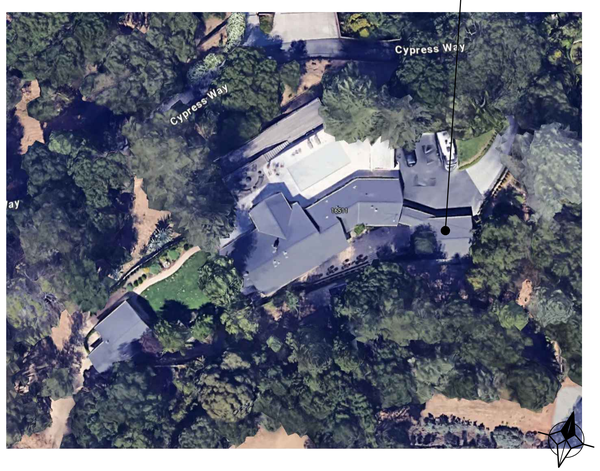
BUILDING DATA

OCCUPANCY:	R-3/U
TYPE OF CONSTRUCTION:	TYPE V-B
SPRINKLERED (MAIN RESIDENCE):	NO
SPRINKLERED (GARAGE):	YES, NFPA 13D
STORIES:	ONE
APN:	532-24-004
ZONING:	HR-2½
SITE AREA: (SINGLE DWELLING UNIT)	(1.257 ACRES) 54,624.24#
AVERAGE LOT SLOPE:	~32%
REDUCTION ON NET SITE AREA ON SLOPING LOTS (60%)	21,849.60#
EXISTING HOUSE AREA:	2,377#
REMOVED ACCESSORY AREA (DETACHED GARAGE):	587#
REMOVED ACCESSORY AREA (SHED):	96#
ADDED ACCESSORY AREA (DETACHED GARAGE):	1,239#
PROPOSED BUILDING ACCESSORY HEIGHT:	15'-0"
ALLOWED MAXIMUM ACCESSORY HEIGHT:	15'-0"
FLOOR AREA RATIO:	19.83%
ALLOWED MAXIMUM FLOOR AREA RATIO: (HILLSIDE DEVELOPMENT STANDARDS & GUIDELINES)	TABLE 2 4,900#
RESIDENT PARKING	3 COVERED
GUEST PARKING	4 UNCOVERED
PROJECT AREA:	1,239#
DEFERRED SUBMITTAL:	FIRE SPRINKLERS

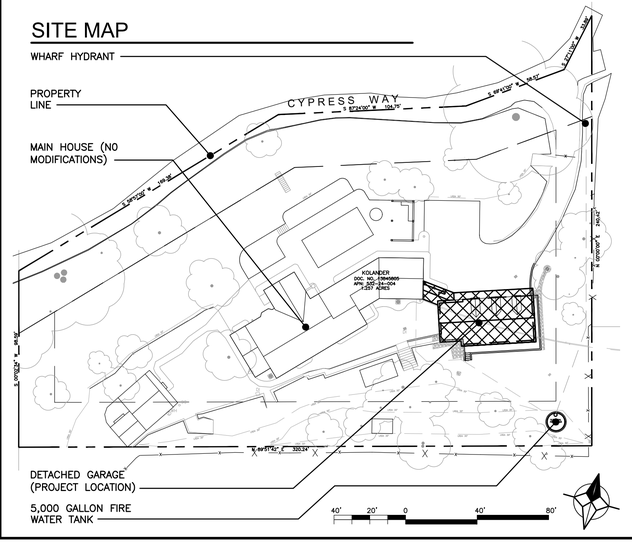
SCOPE OF WORK

REPLACE THE EXISTING DETACHED TWO-CAR GARAGE AND STORAGE AREA WITH A NEW DETACHED THREE-CAR GARAGE IN THE SAME LOCATION. REPLACE BREEZEWAY IN SAME PLACE. IN ADDITION, A 5,000 GALLON FIRE WATER TANK & FIRE DEPARTMENT CONNECTION IS BEING INSTALLED ALONG WITH NEW NFPA 13D SPRINKLERS FOR THE GARAGE.

AERIAL VIEW



SITE MAP



GENERAL NOTES

1. EXISTING SITE CONDITIONS:
PERSON(S) PERFORMING THE WORK MUST BE COGNIZANT OF FIELD CONDITIONS AND VERIFY PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY CONFLICTS SHALL BE RESOLVED PRIOR TO PROCEEDING.

2. "AS-BUILT" DRAWINGS:
PERSON(S) PERFORMING THE WORK SHALL CONTINUALLY UPDATE THE PROJECT DRAWINGS TO ACCURATELY REFLECT ALL CONSTRUCTION FIELD CHANGES AS DIRECTED BY THE OWNER. THE DESIGNER IS NOT RESPONSIBLE FOR UPDATING THE DRAWINGS TO CONFORM TO CONSTRUCTION AT THE COMPLETION OF THE JOB.

3. CODE RULES AND REGULATIONS:
ALL WORK AND MATERIALS SHALL BE IN FULL ACCORDANCE WITH THE LATEST RULES AND REGULATIONS OF THE STATE FIRE MARSHALL, CALIFORNIA ADMINISTRATIVE CODE – TITLE NO. 24, CALIFORNIA BUILDING CODE, SERVICE UTILITY COMPANIES, OSHA AND OTHER APPLICABLE STATE AND LOCAL LAWS, ORDINANCES AND REGULATIONS. NOTHING IN THESE PLANS OR SPECIFICATIONS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES. WHERE WORK OF A HIGHER DEGREE IS INDICATED ON THESE PLANS OR IN THE SPECIFICATIONS, THIS REQUIREMENT SHALL GOVERN.

4. JOBSITE SAFETY:
THE PERSON(S) PERFORMING THE WORK ALONE IS RESPONSIBLE FOR JOBSITE SAFETY.

5. PROJECT SEQUENCE AND COORDINATION:
PROPERTY WILL BE CONTINUOUSLY OWNER-OCCUPIED. PERSON(S) PERFORMING THE WORK (IF NOT THE OWNER) SHALL COORDINATE WITH OWNER FOR SEQUENCE OF WORK. PERSON(S) PERFORMING THE WORK SHALL PROVIDE 24-HOUR ADVANCE NOTICE TO OWNER FOR SHUTOFF OF ANY UTILITIES TO ACCOMMODATE WORK.

6. DIMENSIONS ON DRAWINGS SHALL BE FIELD CHECKED FOR ACCURACY BY THE PERSON(S) PERFORMING THE WORK BEFORE ORDERING MATERIALS OR BEGINNING CONSTRUCTION. THE PERSON(S) PERFORMING THE WORK SHALL DETERMINE EXACT DIMENSIONS FOR PROPER FITTING OF THE WORK. DIMENSIONS INDICATED ARE TO FACE OF EXISTING WALL SURFACE TO FACE OF NEW FINISH WALL UNLESS OTHERWISE NOTED.

7. THE PERSON(S) PERFORMING THE WORK SHALL BE RESPONSIBLE FOR FIELD INSPECTING EXISTING CONDITIONS AND MAKING PROVISIONS FOR THE CAULKING AND SEALING OF ALL EXISTING PIPES AND CONDUITS WHERE THEY WILL PENETRATE NEW WALL CONSTRUCTION.

8. THE PERSON(S) PERFORMING THE WORK SHALL BE RESPONSIBLE TO REPAIR ALL DAMAGE CAUSED BY HIS/HER WORK AND RESTORE TO ORIGINAL CONDITIONS UNLESS PLANNED OTHERWISE.

9. PERSON(S) PERFORMING THE WORK SHALL PROVIDE JOBSITE DUMPSTER AT HIS/HER DISCRETION AT A LOCATION ACCEPTABLE BY THE OWNER, AND SHALL REMOVE DUMPSTER AT COMPLETION OF WORK.

10. THE PERSON(S) PERFORMING THE WORK SHALL PROVIDE PROPER FIRE EXTINGUISHERS WHEN ENGAGED IN WELDING OR OTHER HAZARDOUS WORK. ALTERNATIVELY, A FIRE HOSE MAY BE USED WHERE DEEMED NECESSARY.

11. THE PERSON(S) PERFORMING THE WORK SHALL CONTAIN TEMPORARY STORAGE WITHIN BACK- OR SIDE-YARD OF OWNER PROPERTY UPON APPROVAL OF THE OWNER. NO MATERIALS SHALL BE STORED IN FRONT WITHOUT CONSENT OF THE PROPER AUTHORITIES IN WRITING. THE PERSON(S) PERFORMING THE WORK SHALL BE RESPONSIBLE FOR MAINTAINING AND PROTECTING THE STORED MATERIALS.

12. ALL FASTENING SHALL BE PER CRC TABLE R602.3(1).

13. ALL FLOOR LOADS ARE BASED ON CBC TABLE 1607.1 (CRC TABLE R301.5) FOR RESIDENTIAL AND CHAPTER 16 (40 PSF UNIFORM LIVE LOAD, 20 PSF DEAD LOAD, L/360 LIVE LOAD DEFLECTION LIMIT (CBC TABLE 1604.3,, CRC TABLE R301.7), DOUGLAS FIR LARCH #2 W/ MODULUS OF ELASTICITY AT E=1.6).

14. ALL CEILING LOADS ARE BASED ON CBC CHAPTER 16 AND TABLE 1607.1 (CRC TABLE R301.5) FOR RESIDENTIAL (20 PSF UNIFORM LIVE LOAD, 10 PSF DEAD LOAD, L/240 LIVE LOAD DEFLECTION LIMIT (CBC TABLE 1604.3,, CRC TABLE R301.7), DOUGLAS FIR LARCH #2 W/ MODULUS OF ELASTICITY AT E=1.6).

15. ALL ROOF LOADS ARE BASED ON CBC TABLE 1607.1 (CRC TABLE R301.6) FOR RESIDENTIAL AND CHAPTER 16 (16 PSF UNIFORM LIVE LOAD, 12 PSF DEAD LOAD, L/240 LIVE LOAD DEFLECTION LIMIT FOR SUPPORTING NONPLASTER CEILINGS AND L/180 LIVE LOAD DEFLECTION LIMIT FOR NOT SUPPORTING CEILINGS (CBC TABLE 1604.3, CRC TABLE R301.7), DOUGLAS FIR LARCH #2 WITH MODULUS OF ELASTICITY AT E=1.6).

16. WIND SPEED (CBC 1609, ASCE 7-16)
V_{ult} = 92 MPH, EXPOSURE B
λ = 1; q = 11 PSF; q_z = 25 PSF

17. SEISMIC LOADING (CBC 1613; ASCE 7-16)
SEISMIC DESIGN CATEGORY E
SITE CLASS C – VERY DENSE SOIL AND SOFT ROCK
RISK CATEGORY II
IMPORTANCE FACTOR 1.0
S_{DS} = 2.051; S_{D1} = 0.838; R = 6.5; ρ = 1.3; Ω = 3.0

18. FLOOD ZONE (FEMA)
ZONE D – AREA OF UNDETERMINED FLOOD HAZARD
REF. PANEL 06085C0380H (5/18/2009)

19. CLIMATE ZONE = 4
WHERE INSULATION IS INSTALLED, PERSON(S) PERFORMING THE WORK SHALL SUBMIT FORM CF2R-ENV-03-E "INSULATION CERTIFICATE" TO TOWN OF LOS GATOS PER REQUIREMENTS PRIOR TO OBTAINING OCCUPANCY. REFERENCE CALIFORNIA TITLE 24 COMPLIANCE FORMS.

20. DISPOSAL OF MATERIALS DURING DEMOLITION AND CONSTRUCTION SHALL BE DIVERTED FROM THE LANDFILL AT A RATE OF 100% OR GREATER FOR CONCRETE AND ASPHALT AND 65% OR GREATER FOR ALL OTHER MATERIALS COMPOSITE. THE PERSON(S) PERFORMING THE WORK SHALL COMPLETE A CONSTRUCTION & DEMOLITION DEBRIS RECYCLING SUMMARY REPORT AT THE CONCLUSION OF THE PROJECT INDICATING ACTUAL QUANTITIES RECYCLED, REUSED AND/OR DISPOSED. WEIGHT TAGS ARE REQUIRED TO DOCUMENT TONNAGE DIVERTED AND DISPOSED. REFER TO SHEET **A1.0** FOR FURTHER REQUIREMENTS.

21. REFERENCE GEOTECHNICAL STUDY (SOILS) FROM C2EARTH, DATED JUNE 13, 2024.

22. REFERENCE COUNTY OF SANTA CLARA FIRE DEPARTMENT PLAN REVIEW **#25-0682** AND AMMR APPROVAL **#25-0417**. SEE SHEET **A0.1A** FOR AMMR.

23. A PRIVATE FIRE PROTECTION SYSTEM WILL BE PROVIDED AS PART OF THE APPROVED AMMR CONDITION. THIS INCLUDES A WHARF HYDRANT, 5,000 GALLON WATER TANK AND ASSOCIATED SIGNAGE POSTED ON THE WHARF HYDRANT INDICATING IT IS SUPPLIED BY A 5,000 GALLON TANK.

BUILDING CODES

- CALIFORNIA BUILDING CODE (CBC) 2022 EDITION
- CALIFORNIA RESIDENTIAL CODE (CRC) 2022 EDITION
- CALIFORNIA TITLE 24 ENERGY EFFICIENCY STANDARDS 2022 EDITION
- CALIFORNIA GREEN BUILDING CODE (CGC) 2022 EDITION
- CALIFORNIA FIRE CODE (CFC) 2022 EDITION
- CALIFORNIA MECHANICAL CODE (CMC) 2022 EDITION
- CALIFORNIA PLUMBING CODE (CPC) 2022 EDITION
- CALIFORNIA ELECTRICAL CODE (CEC) 2022 EDITION
- TOWN OF LOS GATOS CODE OF ORDINANCES

ALONG WITH ANY OTHER APPLICABLE LOCAL AND STATE LAWS AND REGULATIONS.

BAY AREA BUILDERS INCORPORATED
main office: (408) 648-4500
fax: (408) 588-0095
CA license: B-443949
3360 De La Cruz Boulevard
Santa Clara, CA 95054
www.ba-builders.com

PROJECT TITLE

Garage & Breezeway Replacement

KOLANDER RESIDENCE

16511 Cypress Way | Los Gatos, California 95030

REVISIONS

F	PLANNING SUBMITTAL	7/30/2024
H	PLANNING COMMENTS	10/23/2024
L	SCCFD AMMC	1/24/2025
M	PLANNING COMMENTS	2/13/2025
N	PLANNING COMMENTS	3/5/2025
P	PLANNING COMMENTS	3/17/2025
Q	PLANNING COMMENTS	3/24/2025
R	PLANNING COMMENTS	3/28/2025

CONDITIONS & RESTRICTIONS

These drawings and all related specifications are instruments of service and shall remain property of the designer. No revisions, reproductions, or use of these documents shall be made without the consent of the architect. All existing conditions represented in these plans are to be field verified and all discrepancies are to be reported to the designer. Do not scale from these plans, follow dimensions indicated or consult the architect.

SHEET TITLE

COVER SHEET

LICENSED ARCHITECT EXP. AUG. 31, 2025 MICHAEL P. HARRIS C32799 STATE OF CALIFORNIA

3/28/25

PROJECT NUMBER: 24111/6285

SCALE: NONE

SHEET: OF

DRAWING NO: A0

EXHIBIT 9

DRAFT CONDITIONS OF APPROVAL - COMPLIANCE MATRIX

Item	Description
19	*WATER QUALITY: The project will implement the following conditions to minimize impacts on water quality within the ephemeral drainage (many of these conditions are overlapping conditions with what will be required for compliance with the California Regional Water Quality Board, San Francisco Bay Region, Municipal Regional Stormwater NPDES Permit):* a) *All construction activities in the ephemeral drainage shall be avoided. Within the Slope Stability Protection Area, grading will be minimized to the extent necessary and existing contours and slopes shall be maintained.* b) *Existing native vegetation adjacent the drainage shall be retained by removing only as much vegetation as necessary to accommodate the construction of the retaining wall. When possible, a vegetated buffer strip between staging/excavation areas and the drainage shall be maintained.* c) *Appropriate erosion control measures (e.g., fiber rolls, filter fences, vegetative bugger strips) shall be used on site to reduce siltation and runoff of contaminants into the ephemeral drainage. Fiber rolls used for erosion control will be certified as free of noxious weed seed. Filter fences and mesh will be of material that will not entrap reptiles and amphibians. Erosion control measures will be placed at the top of bank of the drainage or the edge of the Slope Stability Protection Area where possible. The erosions control measures should follow the approaches and details outlined in the Bank Protection/Erosion Repair Design Guide in the Santa Clara Valley Water Resources Protection Collaborative's User Manual: Guidelines & Standards for Land Use Near Streams (Valley Water 2006).* d) *All disturbed soils shall be revegetated with native plans and/or grasses or sterile nonnative species suitable for the altered soil conditions upon completion of construction. Local watershed native plants will be used if available. If sterile nonnative species are used for temporary erosion control, native seed mixtures must be used in subsequent treatments to provide long-term erosion control and slow colonization by invasive nonnatives. All disturbed areas that have been compacted shall be de-compacted prior to planting or seeding. Cut-and-fill slopes will be planted with local native or non-invasive plants suitable for the altered soil conditions. Again, revegetation of disturbed soils shall follow the recommendations of the Santa Clara Valley Water Resources Protection Collaborative's User Manual: Guidelines & Standards for Land Use Near Streams (Valley Water 2006).* e) *No stockpiling or placement of erodible materials shall be allowed within 20 feet of the ephemeral drainage or along areas of natural stormwater flow where materials could be washed into waterways.* f) *No equipment servicing shall be done within 20 feet of the ephemeral drainage, unless equipment stationed in these locations cannot be readily relocated (i.e., pumps, generators.)* g) *Construction personnel shall prevent the accidental release of chemicals, fuels, lubricants, and non-storm drainage water into channels. Spill prevention kits shall always be in close proximity when using hazardous materials (e.g., crew trucks and other logical locations). Personnel shall implement measures to ensure that hazardous materials are properly handled, and all construction waste will be disposed of in designated areas to prevent stormwater from flowing onto or off these areas.* h) *Potential contaminating materials must be stored in covered storage areas or secondary containment that is impervious to leaks and spills. Runoff pathways shall be free of trash containers or trash storage areas. Trash storage areas shall be screened or walled.* i) *Vehicles and equipment shall be parked on pavement, existing roads, and previously disturbed areas.* The above notes are included on Sheet A1.2.
20	*WATER AGENCY PERMTTING: Prior to start of any work along or within a water agency's right-of-way/easement, the Owner and/or Applicant shall obtain necessary encroachment permit(s) and/or plan check review(s) from said Agency(ies) corresponding with the proposed work. A copy of any necessary permit(s) is required to be submitted to the Engineering Division of the Parks and Public Works Department prior to Grading or Building Permit issuance.* Noted. Since all work is being performed on site, it is not expected that an encroachment permit will be necessary. If for some reason one is required, the owner will comply with the above conditions.
21	*TOWN INDEMNITY: Applicants are notified that Town Code Section 1.10.115 requires that any applicant who receives a permit or entitlement from the Town shall defend, indemnify, and hold harmless the Town and its officials in* Noted.
22	*COMPLIANCE MEMORANDUM: A memorandum shall be prepared and submitted with the building plans detailing how the Conditions of Approval will be addressed.* Noted. Please refer to Sheet A0.1 addressing the final Conditions of Approval for compliance.

DRAFT CONDITIONS OF APPROVAL - COMPLIANCE MATRIX

Item	Description
1	*APPROVAL: This application shall be completed in accordance with all of the conditions of approval and in substantial compliance with the approved plans. Any changes or modifications to the approved plans and/or business operation shall be approved by the Community Development Director, DRC or the Planning Commission depending on the scope of the changes.* Noted
2	*EXPIRATION: The approval will expire two years from the approval date pursuant to Section 29.20.320 of the Town Code, unless the approval has been vested.* Noted.
3	*OUTDOOR LIGHTING: Exterior lighting shall be kept to a minimum and shall be down-directed fixtures that will not reflect or encroach onto adjacent properties. No floodlights shall be used unless it can be demonstrated that they are needed for safety or security.* Note is included on Sheet A1.1
4	*TREE REMOVAL PERMIT: A Tree Removal Permit shall be obtained for any trees to be removed, prior to the issuance of a building or grading permit.* A tree removal permit will be applied for under the conditions noted.
5	*EXISTING TREES: All existing trees shown on the plan and trees required to remain or to be planted are specific subjects of approval of this plan, and must remain on the site.* Noted.
6	*TREE FENCING: Protective tree fencing and other protection measures shall be placed at the drip line of existing trees prior to issuance of demolition and building permits and shall remain through all phases of construction. Include a tree protection plan with the construction plans.* Noted. Please refer to Sheet A1.0 for tree removal and tree protection. In addition, please refer to Sheet T-1.
7	*TREE STAKING: All newly planted trees shall be double-staked using rubber tree ties.* Noted.
8	*FRONT YARD LANDSCAPE: Prior to issuance of a Certificate of Occupancy the front yard must be landscaped.* The existing front yard is already landscaped with no proposed modifications nor disturbances due to the project location. A note has been included on Sheet A1.1.
9	*ARBORIST REQUIREMENTS: The developer shall implement, at their cost, all recommendations identified in the Arborist's report for the project, on file in the Community Development Department. These recommendations must be incorporated in the building permit plans, and completed prior to issuance of a building permit where applicable. A Compliance Memorandum shall be prepared by the applicant and submitted with the building permit application detailing how the recommendations have or will be addressed. These recommendations must be incorporated in the building permit plans, and completed prior to issuance of a building permit where applicable.* Recommendations have been added to new Sheet T-1 Tree Protection Plan. Tree replacement is not being proposed due to WUI requirements as planting new trees will result in a greater fire hazard than the original condition, especially when the trees are fully mature. Tree canopies in Zone 1 shall not touch in order to accommodate a reasonable fire break. Planting any new tree would not accommodate this. In-lieu fees are being requested instead of planting any new trees.
10	*SEPTIC SYSTEM: The proposed septic system, shown conceptually at this stage, will be reviewed in detail for compliance with Town Code and the Hillside Development Guidelines and Standards at time of building permit submittal. Town Arborist review will be required.* There is no septic system being proposed as part of this project.
11	*WATER EFFECIENCY LANDSCAPE ORDINANCE: The final landscape plan shall meet the Town of Los Gatos Water Conservation Ordinance or the State Water Efficient Landscape Ordinance, whichever is more restrictive. A review fee based on the current fee schedule adopted by the Town Council is required when working landscape and irrigation plans are submitted for review.* Noted.
12	*EXTERIOR COLORS: The exterior colors of all structures shall comply with the Hillside Development Standards & Guidelines.* Noted. Proposed colors of the garage to match the existing residence. See A3.0 and A3.1. An exemption has been requested since the colors are already established on site.
13	*LRV DEED RESTRICTION: Prior to the issuance of a building permit, a deed restriction shall be recorded by the applicant with the Santa Clara County Recorder's Office that requires all exterior materials be maintained in conformance with the Town's Hillside Development Standards & Guidelines.* A LRV Deed restriction will be filed with the County Recorder's Office as requested. A note has been included on Sheet A1.1 to include the requirement.
14	*STORY POLES: The story poles on the project site shall be removed within 30 days of approval of the Architecture & Site application.* Story poles (and netting) are not required for this project since it is an accessory building and less than 18-feet in height.
15	*NESTING BIRDS: To avoid impacts to nesting birds, the removal of trees and shrubs shall be minimized to the greatest extent feasible. Construction activities that include any tree removal, pruning, grading, grubbing, or demolition shall be conducted outside of the bird nesting season (January 15 through September 15) to the greatest extent feasible. If this type of construction starts, if work is scheduled to start or if work already occurring during the nesting season stops for at least two weeks and is scheduled to resume during the bird nesting season, then a qualified biologist shall conduct a pre-construction surveys for nesting birds to ensure that no nests would be disturbed during project construction. If project-related work is scheduled during the nesting season (February 15 to August 30 for small bird species such as passerines; January 15 to September 15 for other raptors), a qualified biologist shall conduct nesting bird surveys. Two surveys for active nests of such birds shall occur within 14 days prior to start of construction, with the second survey conducted with 48 hours prior to start of construction. Appropriate minimum survey radius surrounding each work area is typically 250 feet for passerines, 500 feet for smaller raptors, and 1,000 feet for larger raptors. Surveys shall be conducted at the appropriate times of day to observe nesting activities. If the qualified biologist documents active nests within the project site or in nearby surrounding areas, an appropriate buffer between each nest and active construction shall be established. The buffer shall be clearly marked and maintained until the young have fledged and are foraging independently. Prior to construction, the qualified biologist shall conduct baseline monitoring of each nest to characterize "normal" bird behavior and establish a buffer distance, which allows the birds to exhibit normal behavior. The qualified biologist shall monitor the nesting birds daily during construction activities and increase the buffer if birds show signs of unusual or distressed behavior (e.g. defensive flights and vocalizations, standing up from a brooding position, and/or flying away from the nest). If buffer establishment is not possible, the qualified biologist or construction foreman shall have the authority to cease all construction work in the area until the young have fledged and the nest is no longer active.* A biologist will conduct pre-construction surveys 14 days before and 48 hours before construction starts on the project property site only. Visual observations for adjacent sites that occur within the mentioned ranges of 250', 500' and 1,000' shall occur within project property lines only to the maximum extent feasible. Access to adjacent properties will not occur due to logistics and is considered unreasonable for the scope of the project. Please note that at 250' three (3) adjacent properties are within this range; at 500' eighteen (18) adjacent properties are within this range; and at 1,000' sixty (60) adjacent properties are within this range.
16	*SPECIAL-STATUS BATS: Approximately 14 days prior to tree removal or structure demolition activities, a qualified biologist shall conduct a habitat assessment for bats and potential roosting sites in trees to be removed, in trees within 50 feet of the development footprint, and within and surrounding any structures that may be disturbed by the project. These surveys will include a visual inspection of potential roosting features (bats need not be present) and a search for presence of guano within the project site, construction access routes, and 50 feet around these areas. Cavities, crevices, exfoliating bark, and bark fissures that could provide suitable potential nest or roost habitat for bats shall be surveyed. Assumptions can be made on what species is present due to observed visual characteristics along with habitat use, or the bats can be identified to the species level with the use of a bat echolocation detector such as an "Anabat" unit. Potential roosting features found during the survey shall be flagged or marked.* *If no roosting sites or bats are found, a letter report confirming absence will be prepared and no further measures are required.* *If bats or roosting sites are found, a letter report and supplemental documents will be prepared prior to grading permit issuance and the following monitoring, exclusion, and habitat replacement measures will be implemented:* a) *If bats are found roosting outside of the nursery season (May 1 through October 1), they will be evicted as described under (b) below. If bats are found roosting during the nursery season, they will be monitored to determine if the roost site is a maternal roost. This could occur by either visual inspection of the roost bat pups, if possible, or by monitoring the roost after the adults leave for the night to listen for bat pups. If the roost is determined to not be a maternal roost, then the bats will be evicted as described under (b) below. Because bat pups cannot leave the roost until they are mature enough, eviction of a maternal roost cannot occur during the nursery season. Therefore, if a maternal roost is present, a 50-foot buffer zone (or different size if determined in consultation with the CDFW) will be established around the roosting site within which no construction activities including tree removal or structure disturbance will occur until after the nursery season.* b) *If a non-breeding bat hibernaculum is found in a tree or snag scheduled for removal or on any structures scheduled to be disturbed by project activities, the individuals will be safely evicted, under the direction of a qualified bat biologist. If pre-construction surveys determine that there are bats present in any trees to be removed, exclusion structures (e.g. one-way doors or similar methods) shall be installed by a qualified biologist. The exclusion structures shall not be placed until the time of year in which young are able to fly, outside of the nursery season. Information on placement of exclusion structures shall be provided to the CDFW prior to construction.* *If needed, other methods conducted under the direction of a qualified bat biologist could include: carefully opening the roosting area in a tree or snag by hand to expose the cavity and opening doors/windows on structures, or creating openings in walls to allow light into the structures. Removal of any trees or snags and disturbance of any structures will be conducted no earlier than the following day (i.e., at least one night will be provided between initial roost eviction disturbance and tree removal/structure disturbance). This action will allow bats to leave during dark hours, which increases their chance of finding new roosts with a minimum of potential predation.* A biologist investigation will occur approximately 14 days prior to any tree removal or demolition and within 50 feet of the impacted area only on the project site. Visual observations for adjacent sites that occur within the noted buffer zone shall occur within project property lines only to the maximum extent feasible.
17	*ARCHAEOLOGICAL RESOURCES AND HUMAN REMAINS:* a) *In the event that archaeological traces are encountered, all construction within a 50- meter radius of the find will be halted, the Community Development Director will be notified, and an archaeologist will be retained to examine the find and make appropriate recommendations.* b) *If human remains are discovered, the Santa Clara County Coroner will be notified. The Coroner will determine whether or not the remains are Native American. If the Coroner determines the remains are not subject to his authority, he will notify the Native American Heritage Commission, who shall attempt to identify descendants of the deceased Native Americans.* c) *If the Community Development Director finds that the archaeological find is not a significant resource, work will resume only after the submittal of a preliminary archaeological report and after provisions for reburial and ongoing monitoring are accepted. Provisions for identifying descendants of a deceased Native American and for reburial will follow the protocol set forth in CEQA Guidelines Section 15064.5(e). If the site is found to be a significant archaeological site, a mitigation program will be prepared and submitted to the Community Development Director for consideration and approval, in conformance with the protocol set forth in Public Resources Code Section 21083.2.* d) *A final report shall be prepared when a find is determined to be a significant archaeological site, and/or when Native American remains are found on the site. The final report will include background information on the completed work, a description and list of identified resources, the disposition and curation of these resources, any testing, other recovered information, and conclusions.* If encountered, the contractor shall proceed as such.
18	*DUSKY-FOOTED WOODRATS: This project will implement the following standard measures to minimize impacts on woodrats and active woodrat nests on the project site.* a) *PRECONSTRUCTION SURVEY. A qualified biologist will conduct a preconstruction survey for San Francisco dusky-footed woodrat nests within 30 days of the start of work activities. If active woodrat nests are determined to be present in, or within 10 feet of the impact areas, the conditions below (Avoidance and/or Nest Relocation) will be implemented, as appropriate. If no active woodrat nests are present on or within 10 feet of impact areas, no further conditions are warranted.* b) *AVOIDANCE. Active woodrat nests that are detected within the work area will be avoided to the extend feasible. Ideally, a minimum 10-foot buffer will be maintained between project activities and woodrat nests to avoid disturbance. In some situations, a small buffer may be allowed if, in the opinion of a qualified biologist, nest relocation (below) would represent a greater disturbance to the woodrats than the adjacent work activities.* c) *NEST RELOCATION. If avoidance of active woodrat nests within and immediately adjacent to (within 10 feet of) the work areas is not feasible, then nest materials will be relocated to suitable habitat as close to the project site as possible (ideally, within or immediately adjacent to the project site).* *Relocation efforts will avoid the peak nesting season (February-July) to the maximum extent feasible. Prior to the start of construction activities, a qualified biologist will disturb the woodrat nest to the degree that all woodrats leave the nest and seek refuge outside of the construction area. Disturbance of the woodrat nest will be initiated no earlier than one hour before dusk to prevent the exposure of woodrats to diurnal predators. Subsequently, the biologist will dismantle and relocate the nest material by hand. During the deconstruction process, the biologist will attempt to assess if there are juveniles in the nest. If immobile juveniles are observed, the deconstruction process will be discontinued until a time when the biologist believes the juveniles will be capable of independent survival (typically after 2 to 3 weeks). A no-disturbance buffer will be established around the nest until the juveniles are mobile. The nest may be dismantled once the biologist has determined that adverse impacts on the juveniles would not occur.* A biologist preconstruction survey will be supplied within 30 days of construction and within 10 feet of the impacted areas.

BAY AREA BUILDERS INCORPORATED
main office: (408) 648-4500
fax: (408) 588-0095
CA license: B-443949
3360 De La Cruz Boulevard
Santa Clara, CA 95054
www.ba-builders.com

PROJECT TITLE

Garage & Breezeway Replacement
KOLANDER RESIDENCE
16511 Cypress Way | Los Gatos, California 95030

REVISIONS

F	PLANNING SUBMITTAL	7/30/2024
H	PLANNING COMMENTS	10/23/2024
L	SCCFD AMMC	1/24/2025
M	PLANNING COMMENTS	2/13/2025
N	PLANNING COMMENTS	3/5/2025
P	PLANNING COMMENTS	3/17/2025
Q	PLANNING COMMENTS	3/24/2025
R	PLANNING COMMENTS	3/28/2025

CONDITIONS & RESTRICTIONS

These drawings and all related specifications are instruments of service and shall remain property of the designer. No revisions, reproductions, or use of these documents shall be made without the consent of the architect. All existing conditions represented in these plans are to be field verified and all discrepancies are to be reported to the designer. Do not scale from these plans, follow dimensions indicated or consult the architect.

SHEET TITLE

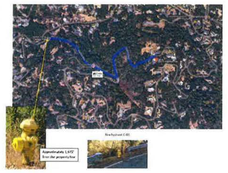
CONDITIONS OF APPROVAL

LICENSED ARCHITECT EXP. AUG. 31, 2025 MICHAEL P. HARRIS C32799 STATE OF CALIFORNIA
3/28/25

PROJECT NUMBER: 24111/6285
SCALE: NONE
SHEET: OF
DRAWING NO: A0.1

25-0417

Fire hydrant within 400 feet of the property line located on a fire apparatus road along the front approach to the property or 600 feet if fully sprinklered. The nearest fire hydrant along the front approach of the property is located approximately 1,975' away to the west. This would require routing a 6" water line along a road with minimal clearance. The cost and feasibility of installing such a line along with a fire hydrant will be significantly disproportionate to the cost of the entire project.



Fire department (engine) driveway turnaround of 40 feet. The existing area at the top of the driveway does not accommodate a 40-foot radius turnaround. The current turnaround space is 16-foot radius. Significant modifications and retaining walls would be required in order to achieve this. The added cost would be disproportionate to the total cost of the entire project without this element.

Wildland Urban Interface Compliance

There are several Wildland Urban Interface compliance items being implemented into the project. In the end, the garage will be safer and more ignition resistant than before the project. The following items are being incorporated into the project.

Exterior cladding - Ignition resistant materials - stucco
Roof materials - Class A asphalt roof tiles
Closed eaves

Ember resistant soffit vents
Ember resistant ridge vents
Ember resistant gable-end vents

Metal-cladded door assemblies with tempered windows
Windows double-paned and tempered
All doors have perimeter weather stripping and door bottoms to reduce ember intrusion

Vegetation management & defensible breaks
Zone 0 (5'-0") will be concrete on the back of the garage, asphalt in the front of the garage, mostly existing pavement on the west side and concrete or rock-line swale on the east. There is a 3' section that a rock-gravel surface may be added to ensure no landscaping. Also removing 2 trees currently next to structure.

Zone 1 (30'-0") - existing trees to remain; owner to maintain ground cover to remove dead weeds.

Zone 2 (100'-0") - existing trees to remain; no proposed modifications.

BAY AREA BUILDERS INCORPORATED

25-0417

Use of Alternate Materials or Method of Construction

Santa Clara County Fire Department
Fire Prevention Department
14700 Winchester Blvd. | Los Gatos, CA 95032
www.sccfd.org

SCCFD Plan Check:	**24-3772**
Los Gatos Planning:	S-24-045
Address:	16511 Cypress Way | Los Gatos, CA
Description:	Garage & Breezeway Replacement

Brief Project Summary

The proposed project is to replace an existing single-story two-car garage of 587 square feet and shed of 96 square feet with a new single-story three-car garage of 1,239 square feet. The new garage will be in the same location. In addition, the existing breezeway will be replaced in the same location. The project site is located in a very high fire hazard severity zone (VHFHSZ) and will incorporate Wildland Urban Interface requirements as specified in the California Residential Code.

Proposed Use of Alternate Materials or Method of Construction

In Lieu of the following items:

- Fire apparatus access roadway clearances (CFC Section 503) – street width of 20'-0" clear by 13'-6" high – actual road is 12'-0" wide and doesn't achieve height requirements
- Fire department driveway turnaround clearance (CFC Section 503) – driveway area does not accommodate 40' minimum outside turning radius.
- Fire hydrant distance within 400' or 600' if fully sprinklered (CFC Section 507.5.1)– actual fire hydrant is approx. 1,975' away from the property line.

The following is being proposed due to the scale of the project. Please note that this approach has been discussed with the County Fire Department and is part of the AMMC application process.

- NFPA 13D fire sprinkler system in garage structure only.
  The main residence will remain unsprinklered.
- Inclusion of a 2-hour fire-barrier wall assembly at garage between breezeway to act as a fire break.
- 5,000 gallon fire water storage polyethylene tank (no pump) located at least 10'-0" from garage structure with 4" diameter underground water line and connection to a new wharf hydrant located at the northeasterly corner of the property adjacent to the driveway access. Impact protection bollards will be included to prevent accidental damage.
- Address directional and identification signage visible from the approaching corner (east corner) of Cypress Way where the road splits in two directions. This accommodates greater visibility to limit the time to find the residence.

FIRE DEPARTMENT
SANTA CLARA COUNTY

25-0417

14700 Winchester Blvd., Los Gatos, CA 95032-1818
(408) 378-4010 (408) 378-9342 (fax) www.sccfd.org

APPLICATION FOR USE OF ALTERNATE MATERIALS, METHODS OF CONSTRUCTION, OR MODIFICATION OF CODE

Project Address: 16511 Cypress Way | Los Gatos, CA 95030

Applicant's Name: Michael Harris, Bay Area Builders

Applicant's Address: 3360 De La Cruz Blvd. | Santa Clara, CA 95054 Suite

Telephone: (408) 690-6877 Fax: Email: mharris@ba-builders.com

The applicant hereby requests the following:

☑ Use of Alternate Materials or Method of Construction

☐ Modification of Code

Codes Affected:

☐ Building Code
☑ Fire Code
☐ Mechanical Code
☐ Electrical Code
☐ Other:

Specific section(s) of the code involved: 2022 CFC Section 503 & 507.5.1

Brief description of the request: In lieu of fire apparatus roadway, driveway turnaround and fire hydrant req'ts, the following is being proposed: NFPA 13D sprinklers in garage only with 2-hour fire-rated wall at breezeway, new 5,000 gallon fire water storage tank and address directional sign where Cypress Way splits into two directions

The Building and Fire Official must evaluate information that the material(s), method of work, and/or modification is equal to the intent of the code in strength, effect, fire-resistance, durability, safety, etc.

RECEIVED
JAN 27 2024
SANTA CLARA COUNTY
FIRE DEPARTMENT

Organized as the Santa Clara County Central Fire Protection District
Serving Santa Clara County and the communities of Campbell, Cupertino, Los Altos, Los Altos Hills, Los Gatos, Monte Sereno, and Saratoga

SANTA CLARA COUNTY FIRE DEPARTMENT
1315 Dell Avenue, Campbell, CA 95008 | (408) 378-4010 | SCCFD.org

PLAN REVIEW No. 25 0417
BLDG PERMIT No.

DEVELOPMENTAL REVIEW COMMENTS

Plans and Scope of Review:

This project shall comply with the following:

The California Fire (CFC) & Building (CBC) Code, 2022 edition, as adopted by the Town of Los Gatos Town Code (LGTC), California Code of Regulations (CCR) and Health & Safety Code.

The scope of this project includes the following:

Alternate Means/Methods Application - Proposed demolition and 652 SF attached garage addition to an existing one-story single-family residence.

Plan Status:

The alternate means/methods request is **Approved.**

Discussion:
This AMMR proposes to install a NFPA 13D sprinkler system in the new garage with a 2-hour fire-rated wall between the new breezeway. A new 5,000 gallon water tank located 10' away from garage with 4" diameter underground water line connection and a new wharf hydrant located outside the driveway gate at the northeast corner of the property. Vehicle impact protection bollard will be provided. Additionally, an address directional sign will also be installed where Cypress Way splits into two directions(Approaching corner of Cypress Way). Vegetation management and defensible break will be provided including Zone 0 trees removal and Zone 1 ground maintenance. These proposal are to mitigate a non-compliance roadway, turnaround and hydrant. The current road width is 12ft, the driveway area does not accommodate 40' minimum outside turning radius and the closest fire hydrant is 1975' away from the property line.

Review Comments:

1. A copy of the approved Alternate Means/Methods application form (with approval signature), justification letter, and these comments shall be made part of all subsequent submittals (Building, planning, etc.), to be routed to Santa Clara County Fire Department for final approval.
2. Sign shall be posted on the wharf hydrant indicating it is supplied by a 5,000 gallon tank.

City	PLANS	SPECS	NEW	RMDL	AS	OCCUPANCY	CONST. TYPE	Applicant/Name	DATE	PAGE
LGA	☒	☐	☒	☐	☐	R-3/U	VB	Bay Area Builders	02/27/2025	1 of 2

SEC/FLOOR	AREA	LOAD	PROJECT DESCRIPTION	PROJECT TYPE OR SYSTEM
1	4733		Residential Development	Exception Request - PRC-4290

NAME OF PROJECT	LOCATION
NEW GARAGE & STORAGE	16511 Cypress Way Los Gatos

TABULAR FIRE FLOW	REDUCTION FOR FIRE SPRINKLERS	REQUIRED FIRE FLOW @ 20 PSI	BY
1750		1750	Ip, Kenny

A California Fire Protection District serving Santa Clara County and the communities of Campbell, Cupertino, Los Altos, Los Altos Hills, Los Gatos, Monte Sereno, Saratoga and the surrounding unincorporated communities.

25-0417

Justification for Alternate Compliance

Quality
The presence of fire sprinklers in a structure offer the best form of protection against fire. The fire water tank supplies enough water to accommodate fire-fighting for the size of the structure in lieu of a fire hydrant.

Strength
The addition of fire sprinklers would provide additional protection for the structure and assist in extinguishing or holding a fire inc heck until firefighters arrive. The fire-barrier would slow the rate of fire growth between structures.

Effectiveness
The combination of adding fire sprinklers in the garage along with 2-hour fire-barrier will slow the rate of the fire's growth and contain the spread of fire to one part of the building. The dedicated fire water storage tank allows additional water to assist with fighting fire.

Fire Resistance
Implementation of Wildland Urban Interface requirements along with the addition of fire sprinklers creates a greater resistance to fires by slowing the burning and spread. Additionally, the same occurs with a two-hour fire barrier between a protected and unprotected structure.

Durability
Fire sprinkler systems are generally expected to last 40-50 years, however with regular inspections, testing and maintenance, the life of the system will be extended. Compliance with NFPA 13D & SCCFD requirements will accommodate these requirements.

Safety
Adding fire sprinklers allows a greater protection for the structure and increases the time to allow occupants to evacuate the structure. A two-hour fire-rated barrier also increases the time for a fire to burn through a sprinklered protected. Overall life-safety is increased.

25-0417

Expanded Description for in lieu Items

Fire Apparatus Road – requires a minimum width of 20 feet width 13 feet 6 inches vertical clearance. The section of Cypress Way from the main section to the residence is a 12-foot wide country road about 0.325 miles (1,750 feet) with significant barriers to accommodate a 20-foot minimum width such as existing residences along with inclines and declines at the cross sections that would require significant retaining walls, removal of several trees/foliage and possibly eminent domain in order to achieve. This is an extremely expensive compliance item and is significantly disproportionate to the total cost of the project.

Driveway entrance to accommodate a turning radius of 50 feet outside and 30 feet inside with a maximum slope of 15%. Slopes at the driveway exceed 15% and turning radii currently does not exist on the property without significant demolition, grading, paving and retaining walls in order to achieve. Alternatively, providing a turnout along Cypress Way resulting in significant retaining walls at the front portion of the property. The added cost would be disproportionate to the total cost of the entire project without this element.

25-0417

Please complete the following information as applicable to support your request. Use additional paper if necessary.

1. Quality: The presence of fire sprinklers in a structure offer the best form of protection against fire. The fire water tank supplies enough water to accommodate fire-fighting for the size of the structure in lieu of a fire hydrant.
2. Strength: The addition of fire sprinklers would provide additional protection for the structure and assist in extinguishing or holding a fire inc heck until firefighters arrive. The fire-barrier would slow the rate of fire growth between structures.
3. Effectiveness: The combination of adding fire sprinklers in the garage along with 2-hour fire-barrier will slow the rate of the fire's growth and contain the spread of fire to one part of the building. The dedicated fire water storage tank allows additional water to assist with fighting fire.
4. Fire Resistance: Implementation of Wildland Urban Interface requirements along with the addition of fire sprinklers creates a greater resistance to fires by slowing the burning and spread. Additionally, the same occurs with a two-hour fire barrier between a protected and unprotected structure.
5. Durability: Fire sprinkler systems are generally expected to last 40-50 years, however with regular inspections, testing and maintenance, the life of the system will be extended. Compliance with NFPA 13D & SCCFD requirements will accommodate these requirements.
6. Safety: Adding fire sprinklers allows a greater protection for the structure and increases the time to allow occupants to evacuate the structure. A two-hour fire-rated barrier also increases the time for a fire to burn through a sprinklered protected. Overall life-safety is increased.

Additional evidence of proof: Please refer to attached for consideration.

Applicant Signature: Michael Harris Digitally signed by Michael Harris Date: 2025.01.24 12:00:16 -08'00' Date: 1/24/2025

****

The above application has been reviewed and has been:

ACCEPTED REJECTED

Signature:

Fire Official: Date: 2/27/25

Building Official: Date:

Alternative materials /ao / 12.31.14

SANTA CLARA COUNTY FIRE DEPARTMENT
1315 Dell Avenue, Campbell, CA 95008 | (408) 378-4010 | SCCFD.org

PLAN REVIEW No. 25 0417
BLDG PERMIT No.

DEVELOPMENTAL REVIEW COMMENTS

Review Comments: (con't)

3. Fire Sprinkers shall be listed as a deferred submittal item plans.

This review shall not be construed as an approval of a violation of the provisions of the California Fire Code or other laws or regulations of the jurisdiction. A permit presuming to give authority to violate or cancel the provisions of the fire code or other such laws or regulations shall not be valid. Any addition or alteration of approved construction documents shall be approved in advance. [CFC 105.3.6]

City	PLANS	SPECS	NEW	RMDL	AS	OCCUPANCY	CONST. TYPE	Applicant/Name	DATE	PAGE
LGA	☒	☐	☒	☐	☐	R-3/U	VB	Bay Area Builders	02/27/2025	2 of 2

SEC/FLOOR	AREA	LOAD	PROJECT DESCRIPTION	PROJECT TYPE OR SYSTEM
1	4733		Residential Development	Exception Request - PRC-4290

NAME OF PROJECT	LOCATION
NEW GARAGE & STORAGE	16511 Cypress Way Los Gatos

TABULAR FIRE FLOW	REDUCTION FOR FIRE SPRINKLERS	REQUIRED FIRE FLOW @ 20 PSI	BY
1750		1750	Ip, Kenny

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COMMENTS DURING PLANNING

1. REVIEW OF THIS DEVELOPMENTAL PROPOSAL IS LIMITED TO ACCEPTABILITY OF SITE ACCESS, WATER SUPPLY AND MAY INCLUDE SPECIFIC ADDITIONAL REQUIREMENTS AS THEY PERTAIN TO FIRE DEPARTMENT OPERATIONS, AND SHALL NOT BE CONSTRUED AS A SUBSTITUTE FOR FORMAL PLAN REVIEW TO DETERMINE COMPLIANCE WITH ADOPTED MODEL CODES. PRIOR TO PERFORMING ANY WORK, THE APPLICANT SHALL MAKE APPLICATION TO, AND RECEIVE FROM, THE BUILDING DEPARTMENT ALL APPLICABLE CONSTRUCTION PERMITS. NOTED.
2. THE SUBJECT PROPERTY IS LOCATED WITHIN THE VERY HIGH FIRE HAZARD SEVERITY ZONE (VHFHSZ) OF THE LOCAL RESPONSIBILITY AREA (LRA). PURSUANT TO CALIFORNIA PUBLIC RESOURCES CODE (PRC) 4290, THE CALIFORNIA BOARD OF FORESTRY AND FIRE PROTECTION IS REQUIRED TO "…ADOPT REGULATIONS IMPLEMENTING MINIMUM FIRE SAFETY STANDARDS RELATED TO DEFENSIBLE SPACE" APPLICABLE TO THE PERIMETERS AND ACCESS TO ALL RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL BUILDING CONSTRUCTION." IN 2018, THE LEGISLATURE PASSED AND THE GOVERNOR SIGNED SB 901 (DODD), WHICH EXPANDED THE APPLICABILITY OF THE REGULATIONS PROMULGATED UNDER PRC 4290 TO LAND IN THE LOCAL RESPONSIBILITY AREA (LRA) VERY HIGH FIRE HAZARD SEVERITY ZONE. ALL COMMENTS BELOW THAT RESULT FROM PRC 4290 ARE IDENTIFIED BY **. WHERE A CONFLICT EXISTS BETWEEN LOCAL & 4290 REQUIREMENTS, THE MORE STRINGENT REQUIREMENT SHALL APPLY. CALIFORNIA CODE OF REGULATIONS, TITLE 14, DIVISION 1.5, CHAPTER 7, SUBCHAPTER 2, ARTICLES 1–5, § 1273.08. NOTED.
3. ADDITION TO AN EXISTING STRUCTURE IS CURRENTLY EXEMPTED FROM PRC 4290.
   NOTED.
4. FIRE SPRINKLERS REQUIRED: APPROVED AUTOMATIC SPRINKLER SYSTEMS IN NEW AND EXISTING BUILDINGS AND STRUCTURES SHALL BE PROVIDED IN THE LOCATIONS DESCRIBED IN THIS SECTION OR IN SECTIONS 903.2.1 THROUGH 903.2.12 WHICHEVER IS THE MORE RESTRICTIVE AND SECTIONS 903.2.14 THROUGH 903.2.21. FOR THE PURPOSES OF THIS SECTION, FIREWALLS AND FIRE BARRIERS USED TO SEPARATE BUILDING AREAS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CALIFORNIA BUILDING CODE AND SHALL BE WITHOUT OPENINGS OR PENETRATIONS. FIRE SPRINKLERS PROPOSED IN NEW GARAGE AS PART OF THE AMMR CONDITION PC 25–0417. MAKE A NOTE ON COVERSHEET THAT A AMMR IS INCLUDED IN THIS PROJECT. A COPY OF THE APPROVED ALTERNATE MEANS/METHODS APPLICATION FORM (WITH APPROVAL SIGNATURE), JUSTIFICATION LETTER, AND THESE COMMENTS SHALL BE MADE PART OF ALL SUBSEQUENT SUBMITTALS (BUILDING, PLANNING, ETC.), TO BE ROUTED TO SANTA CLARA COUNTY FIRE DEPARTMENT FOR FINAL APPROVAL.
   PLEASE REFER TO GENERAL NOTE #22 ON THE COVER SHEET ADDED TO INCLUDE THE AMMR REFERENCE. SHEET A0.2 HAS BEEN MODIFIED TO INCLUDE THE APPROVED AMMR, JUSTIFICATION AND THESE COMMENTS AS REQUESTED.
5. PRIVATE FIRE PROTECTION SYSTEM: RESIDENTIAL FIRE PROTECTION SYSTEMS SHALL COMPLY WITH FIRE DEPARTMENT STANDARDS W–1 AND MANUFACTURER'S REQUIREMENTS. FIRE PROTECTION WATER SYSTEMS SHALL BE SUBMITTED FOR REVIEW AND APPROVAL BY SCCFD PRIOR TO INSTALLATION. THE WHARF HYDRANT SHALL BE ACCESSIBLE AT ALL TIMES. TANK SYSTEMS PROVIDING BOTH THE DOMESTIC SUPPLY AND SUPPLY TO THE SPRINKLER SYSTEM AND/OR HYDRANT MAY REQUIRE CROSS CONTAMINATION PROTECTION. CHECK WITH THE LOCAL BUILDING DEPARTMENT FOR SPECIFIC REQUIREMENTS RELATED TO PROTECTION OF THE DOMESTIC SUPPLY. NEW 5000 GALLON WATER TANKS NOTED ON SHEET A1.1. MAKE A NOTE ON COVERSHEET THAT PRIVATE FIRE PROTECTION SYSTEM WILL BE PROVIDED AS PART OF THE APPROVED AMMR CONDITION. SIGN SHALL BE POSTED ON THE WHARF HYDRANT INDICATING IT IS SUPPLIED BY A 5,000 GALLON TANK.
   PLEASE REFER TO GENERAL NOTE #23 ON THE COVER SHEET ADDED TO REFLECT THE REQUEST.
6. FIRE HYDRANT SYSTEMS REQUIRED: WHERE A PORTION OF THE FACILITY OR BUILDING HEREAFTER CONSTRUCTED OR MOVED INTO OR WITHIN THE JURISDICTION IS MORE THAN 400 FEET FROM A HYDRANT ON A FIRE APPARATUS ACCESS ROAD, AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR OF THE FACILITY OR BUILDING, ONSITE FIRE HYDRANTS AND MAINS SHALL BE PROVIDED WHERE REQUIRED BY THE FIRE CODE OFFICIAL. EXCEPTION: FOR GROUP R–3 AND GROUP U OCCUPANCIES, EQUIPPED THROUGHOUT WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH SECTION 903.3.1.1, 903.3.1.2 OR 903.3.1.3, THE DISTANCE REQUIREMENT SHALL BE NOT MORE THAN 600 FEET. [CFC, SECTION 507.5.1] SHOW WHARF HYDRANT AND VEHICLE IMPACT PROTECTION BOLLARD ON PLANS AS PART OF THE APPROVED AMMR CONDITION. SIGN SHALL BE POSTED ON THE WHARF HYDRANT INDICATING IT IS SUPPLIED BY A 5,000 GALLON TANK.
   PLEASE REFER TO SHEET A1.1 SHOWING THE LOCATION OF THE WHARF HYDRANT ALONG WITH IMPACT PROTECTION AND SIGNAGE.
7. CONSTRUCTION SITE FIRE SAFETY: ALL CONSTRUCTION SITES MUST COMPLY WITH APPLICABLE PROVISIONS OF THE CFC CHAPTER 33 AND OUR STANDARD DETAIL AND SPECIFICATION S1–7. PROVIDE APPROPRIATE NOTATIONS ON SUBSEQUENT PLAN SUBMITTALS, AS APPROPRIATE TO THE PROJECT. CFC CHP. 33.
   THE APPLICABLE CONSTRUCTION SITE FIRE–SAFETY PROVISIONS ARE INCLUDED ON SHEET A1.2.

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www.ba-builders.com

PROJECT TITLE

Garage & Breezeway Replacement
KOLANDER
RESIDENCE
16511 Cypress Way | Los Gatos, California 95030

REVISIONS		
F	PLANNING SUBMITTAL	7/30/2024
H	PLANNING COMMENTS	10/23/2024
L	SCCFD AMMC	1/24/2025
M	PLANNING COMMENTS	2/13/2025
N	PLANNING COMMENTS	3/5/2025
P	PLANNING COMMENTS	3/17/2025
Q	PLANNING COMMENTS	3/24/2025
R	PLANNING COMMENTS	3/28/2025

CONDITIONS & RESTRICTIONS

These drawings and all related specifications are instruments of service and shall remain property of the designer. No revisions, reproductions, or use of these documents shall be made without the consent of the architect. All existing conditions represented in these plans are to be field verified and all discrepancies are to be reported to the designer. Do not scale from these plans, follow dimensions indicated or consult the architect.

SHEET TITLE

SCCFD AMMR

LICENSED ARCHITECT
EXP. AUG. 31, 2025
MICHAEL P. HARRIS
C32799
STATE OF CALIFORNIA
1/28/25

PROJECT NUMBER: 24111/6285
SCALE: NONE
SHEET: OF
DRAWING NO: A0.2

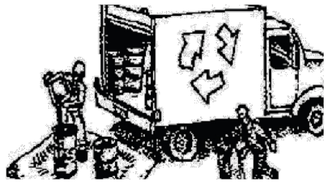
Santa Clara Valley
Urban Runoff
Pollution Prevention Program

Construction Best Management Practices (BMPs)

West Valley Clean Water Authority
Campbell • Los Gatos • Monte Sereno • Saratoga

Construction projects are required to implement year-round stormwater BMPs.

Materials, Waste, and Sediment Management



Construction Entrances and Perimeter

- ❑ Establish and maintain effective perimeter controls, and stabilize all construction entrances and exits to sufficiently control erosion, sediment discharges and tracking of sediment offsite.
- ❑ Sweep or vacuum immediately any tracking of sediment offsite and secure sediment source to prevent further tracking. Never hose down streets or sidewalks.

Non-Hazardous Materials and Dust Control

- ❑ Berm and cover stockpiles of sand, dirt or other construction material with tarps when rain is forecast or when they are not in use. Weigh down and secure tarps for wind protection.
- ❑ Keep materials off the ground (e.g., store bagged materials on wood pallets, store loose materials on tarps not pavement, etc.).
- ❑ Use captured water from other activities (e.g., testing fire lines) for dust control.
- ❑ Ensure dust control water doesn't leave site or discharge to storm drains. Only use enough to control dust. Contain and dispose of excess water properly.

Hazardous Materials

- ❑ Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with City, County, State and Federal regulations.
- ❑ Store hazardous materials and wastes in watertight containers, store in appropriate secondary containment, and cover them at the end of every workday, during wet weather or when rain is forecast.
- ❑ Follow manufacturer's application instructions for hazardous materials and do not use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
- ❑ Arrange for appropriate disposal of all hazardous wastes. Have all pertinent Safety Data Sheets (i.e., SDS/MSDS/PSDS) onsite.

Waste Management

- ❑ Inform trash-hauling contractors that you will accept only watertight dumpsters for onsite use. Repair/replace any dumpster that is not watertight or leaking.
- ❑ Cover and maintain dumpsters. Check frequently for leaks. Place dumpsters under roofs or cover with tarps or plastic sheeting secured around the outside of the dumpster. If the dumpster leaks, place a plastic liner underneath the dumpster to collect leaks. Never clean out a dumpster by hosing it down on the construction site – clean with dry methods, clean offsite or replace dumpster.
- ❑ Place portable toilets and hand wash stations away from storm drains. Make sure they are equipped with containment pans (secondary containment) and are in good working order. Check frequently for leaks.
- ❑ Dispose of all wastes and demolition debris properly per SDS and applicable regulations. Recycle or compost materials and wastes as feasible and appropriate, including solvents, water-based paints, vehicle fluids, broken asphalt and concrete, wood, and cleared vegetation.
- ❑ Dispose of liquid residues from paints, thinners, solvents, glues, and cleaning fluids as hazardous waste per SDS.
- ❑ Keep site free of litter (e.g., lunch items, water bottles, cigarette butts and plastic packaging).
- ❑ Prevent litter from uncovered loads by covering loads that are being transported to and from site.

Equipment Management & Spill Control

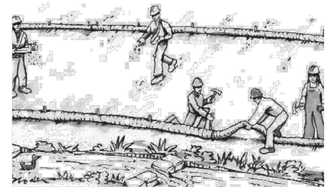
Vehicle and Equipment Maintenance

- ❑ Designate an area of the construction site equipped with appropriate BMPs, well away from creeks or storm drain inlets, for auto and equipment parking and storage.
- ❑ Perform major maintenance, repair jobs, and vehicle/equipment washing offsite.
- ❑ If refueling or vehicle maintenance must be done onsite, work in a bermed area away from storm drains and over a drip pan or drop cloths big enough to collect fluids. Recycle or dispose of fluids as hazardous waste.
- ❑ If vehicle or equipment cleaning must be done onsite, clean with water only in a bermed area that will not allow rinse water to run into gutters, streets, storm drains, or creeks.
- ❑ Do not clean vehicles or equipment onsite using soaps, solvents, degreasers, or steam cleaning equipment, and do not use diesel oil to lubricate equipment or parts onsite.

Spill Prevention and Control

- ❑ Always keep spill cleanup materials (e.g., rags, absorbents, and cat litter) available at the construction site.
- ❑ Maintain all vehicles and heavy equipment. Inspect frequently for leaks. Use drip pans to catch leaks until repairs are made.
- ❑ Clean up leaks, drips and other spills immediately using dry cleanup methods whenever possible (absorbent materials, cat litter and/or rags) and dispose of cleanup materials properly.
- ❑ Sweep up spilled dry materials immediately. Never attempt to "wash them away" with water or bury them.
- ❑ Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- ❑ Report significant spills to the appropriate local spill response agencies immediately. If the spill poses a significant hazard to human health and safety, property or the environment, report it to the State Office of Emergency Services at (800) 852-7550 (24 hours).

Earthmoving



Grading and Earthwork

- ❑ Schedule grading and excavation work during dry weather.
- ❑ Prevent sediment from migrating offsite and protect storm drain inlets, drainage courses and creeks by installing and maintaining appropriate BMPs tailored to the site's specific characteristics and conditions. Examples of such BMPs may include silt fences, gravel bags, fiber rolls, temporary swales, compost socks, etc. Ensure that BMPs are installed in accordance with manufacturer's specifications and properly maintained throughout the duration of construction activities.
- ❑ Stabilize all denuded areas and install and maintain temporary erosion controls (such as erosion control fabric or bonded fiber matrix) until vegetation is established.
- ❑ Remove existing vegetation only when necessary. Plant temporary vegetation to prevent erosion on slopes or in areas where construction is not immediately planned.
- ❑ Keep excavated soil and/or transfer it to dump trucks, onsite, not in the streets.

Ensure all subcontractors working onsite are implementing appropriate BMPs.

Contaminated Soils

- ❑ If any of the following conditions are observed, test for contamination and contact the Regional Water Quality Control Board and the local agency: 1) Unusual soil conditions, discoloration, or odor. 2) Abandoned underground tanks. 3) Abandoned wells. 4) Buried barrels, debris, or trash.
- ❑ If the above conditions are observed, document any signs of potential contamination, clearly mark areas and fence/tape them off so they are not disturbed by construction activities.

Landscaping

- ❑ Protect stockpiled landscaping materials from wind and rain by storing them under tarps year-round.
- ❑ Stack bagged material on pallets and under cover.
- ❑ Discontinue application of any erodible landscape material within 2 days before a forecast rain event or during wet weather.
- ❑ Store materials onsite, not in the street.

Concrete Management & Dewatering

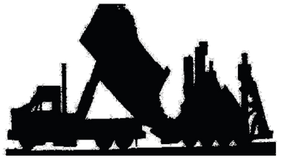
Concrete Management

- ❑ Store both dry and wet concrete-related materials under cover, protected from rainfall and runoff and away from storm drains or creeks. Store materials off the ground on pallets. Protect dry materials from wind.
- ❑ Avoid pouring concrete in wet weather or when rainfall is imminent to prevent concrete that has not cured from contacting stormwater runoff.
- ❑ Wash out concrete equipment/mixers/trucks offsite, or onsite only in designated washout containers/areas where the water will flow into a temporary lined waste pit and in a manner that will prevent leaching into the underlying soils. (See CASQA Construction Stormwater BMP Handbook for temporary concrete washout facility details).
- ❑ Do not wash sweepings from exposed aggregate concrete into the street or storm drain. Collect and return sweepings to aggregate base stockpile or dispose properly.
- ❑ Make sure that construction waste (e.g., concrete, stucco, cement wastewater, or residual materials) is collected, removed, and disposed of only at authorized disposal areas. Do not dispose of construction waste in storm drains, ditches, streets, creeks, dirt areas, or the sanitary sewer.

Dewatering

- ❑ Discharges of groundwater or captured runoff from dewatering operations must be properly managed and disposed. When possible, send dewatering discharge to landscaped area or sanitary sewer. If discharging to the sanitary sewer, obtain permission from the local wastewater treatment plant.
- ❑ Divert water originating from offsite away from all onsite disturbed areas.
- ❑ When dewatering, notify and obtain approval from the local municipality 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 or suspected contamination, call the local agency to determine whether the groundwater must be tested. Pumped groundwater may need to be collected and hauled offsite for treatment and proper disposal.
- ❑ For additional information, refer to the CASQA's Sheet NS-2 "Dewatering Operations."

Paving/Asphalt Work



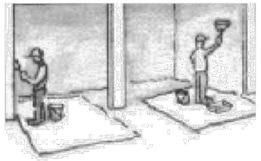
Paving

- ❑ Avoid paving and seal coating in wet weather or when rain is forecast to prevent materials that have not cured from contacting with stormwater runoff.
- ❑ Cover storm drain inlets and manholes when applying seal coat, slurry seal, fog seal, or similar materials.
- ❑ When construction is complete, remove all covers from storm drain inlets and manholes.
- ❑ Collect and recycle or properly dispose of excess abrasive gravel or sand. Do NOT sweep or wash it into gutters, storm drains, streets, dirt areas, or the sanitary sewer.

Sawcutting & Asphalt/Concrete Removal

- ❑ Protect storm drain inlets during saw cutting.
- ❑ When making saw cuts, use as little water as possible.
- ❑ Residue from saw cutting, coring and grinding operations shall be picked up by means of a vacuum device.
- ❑ Shovel, absorb, or vacuum saw cut slurry deposits and dispose of all waste properly and as soon as reasonably possible. Sawcutting residue should not be left on pavement surface.
- ❑ If saw cut slurry enters a storm drain inlet, clean it up immediately and notify the local municipality.

Painting & Paint Removal



Painting Cleanup and Removal

- ❑ Never clean brushes or rinse paintcontainers to landscaping, dirt areas or into a street, gutter, storm drain, or creek.
- ❑ For water-based paints, paint out brushes to the extent possible, and then rinse into a drain connected to the sanitary sewer. Never pour paint down a storm drain inlet.
- ❑ For oil-based paints, paint out brushes to the extent possible, and then clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of excess liquids as hazardous waste.
- ❑ Sweep up or collect paint chips and dust generated from non-hazardous dry stripping and sand blasting into plastic drop cloths and dispose of as trash.
- ❑ Chemical paint stripping residue and chips and dust from marine paints or paints containing lead, mercury, or tributyltin must be disposed of as hazardous waste. Lead- based paint removal requires a state-certified contractor.

Copper Architectural Features

Discharges to storm drains generated by installing, cleaning, treating or washing copper architectural features, is a violation of the municipal stormwater ordinance and may be subject to a fine. These BMPs must be implemented to prevent prohibited discharges to storm drains:

During Installation

- ❑ If possible, purchase copper materials that have been pre-patinated at the factory.
- ❑ If patination done on site, implement one or more of the following BMPs:
  1. Discharge the rinse water to landscaping. Ensure that the rinse water does not flow to the street or storm drain. Block off storm drain inlet if needed.
  2. Collect rinse water in a tank and pump to the sanitary sewer. Contact your local sanitary sewer agency before discharging to the sanitary sewer.
  3. Collect the rinse water in a tank and haul off-site for proper disposal.
- ❑ Consider coating the copper materials with an impervious coating that prevents further corrosion and runoff. This will also maintain the desired color for a longer time, requiring less maintenance.

During Maintenance such as, power washing roof, re-patination, or re-application of impervious coating:

- ❑ Block storm drain inlets as needed to prevent runoff from entering storm drains.
- ❑ Discharge the wash water to landscaping or to the sanitary sewer (with permission from the local sanitary sewer agency). If this is not an option, haul the wash water off-site for proper disposal.

Storm drain polluters may be liable for fines of up to $10,000 per day!

ITEM NO. 24.

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PROJECT TITLE

Garage & Breezeway Replacement
KOLANDER RESIDENCE
16511 Cypress Way | Los Gatos, California 95030

REVISIONS		
F	PLANNING SUBMITTAL	7/30/2024
H	PLANNING COMMENTS	10/23/2024
L	SCCFD AMMC	1/24/2025
M	PLANNING COMMENTS	2/13/2025
N	PLANNING COMMENTS	3/5/2025
P	PLANNING COMMENTS	3/17/2025
Q	PLANNING COMMENTS	3/24/2025
R	PLANNING COMMENTS	3/28/2025

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SHEET TITLE

CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

LICENSED ARCHITECT
EXP. AUG. 31, 2025
MICHAEL P. HARRIS
C32799
STATE OF CALIFORNIA
3/28/25

PROJECT NUMBER: 24111/6285
SCALE: NONE
SHEET: OF
DRAWING NO: A0.3

CALGREEN RESIDENTIAL BUILDING CODE
MANDATORY MEASURES

4.5 ENVIRONMENTAL QUALITY

SECTION	DESCRIPTION	REQUIREMENTS SUMMARY	COMPLIANCE YES	COMPLIANCE NO	COMPLIANCE N/A	REMARKS
4.503.1	FIREPLACES	ANY INSTALLED GAS FIREPLACE SHALL BE A DIRECT–VENT SEALED–COMBUSTION TYPE. ANY INSTALLED WOODSTOVE OR PELLET STOVE SHALL COMPLY WITH U.S. EPA PHASE II EMISSION LIMITS WHERE APPLICABLE. WOODSTOVES, PELLET STOVES AND FIREPLACES SHALL ALSO COMPLY WITH APPLICABLE LOCAL ORDINANCES.			X	NO FIREPLACE AT GARGAGE
4.504.1	COVERING OF DUCT OPENINGS AND PROTECTION AND MECHANICAL EQUIPMENT DURING CONSTRUCTION	DUCT OPENINGS AND OTHER RELATED AIR DISTRIBUTION COMPONENT OPENINGS ARE COVERED DURING CONSTRUCTION UNTIL FINAL STARTUP OF THE HVAC EQUIPMENT.			X	–
4.504.2.1	ADHESIVES, SEALANTS AND CAULKS	ADHESIVES, SEALANTS, AND CAULKS ARE COMPLIANT WITH VOC AND OTHER TOXIC COMPOUND LIMITS.	X			REF. LIMITS THIS SHEET
4.504.2.2	PAINTS AND COATINGS	PAINTS, STAINS, AND COATINGS SHALL COMPLY WITH VOC LIMITS THE ARB ARCHITECTURAL COATINGS SUGGESTED CONTROL MEASURE, UNLESS MORE STRINGENT LOCAL LIMITS APPLY.	X			REF. LIMITS THIS SHEET
4.504.2.3	AEROSOL PAINTS AND COATINGS	ARCHITECTURAL PAINTS AND COATINGS ARE COMPLIANT WITH VOC LIMITS.			X	–
4.504.2.3	VERIFICATION	DOCUMENTATION ARE PROVIDED TO THE COUNTY OF SANTA CLARA TO VERIFY THAT COMPLIANT VOC LIMIT FINISH MATERIALS HAVE BEEN USED.	X			–
4.504.3	CARPET SYSTEMS	CARPET AND CARPET SYSTEMS MEET THE APPLICABLE TESTING AND PRODUCT REQUIREMENTS.			X	–
4.504.4	RESILIENT FLOORING SYSTEMS	AT LEAST 80% OF FLOOR AREA RECEIVING RESILIENT FLOORING SHALL COMPLY WITH THE VOC–EMISSION LIMITS THIS SHEET AND PRODUCTS CERTIFIED UNDER THE RESILIENT FLOOR COVERING INSTITUTE (RFCI) FLOORSCORE PROGRAM OR UL GREENGUARD GOLD OR MEET CALIFORNIA DEPARTMENT OF PUBLIC HEALTH STANDARD PRACTICE FOR VOC TESTING.			X	–
4.504.5	COMPOSITE WOOD PRODUCTS	HARDWOOD PLYWOOD, PARTICLEBOARD, AND MEDIUM DENSITY FIBERBOARD COMPOSITE WOOD PRODUCTS USED ON THE INTERIOR OR EXTERIOR OF THE BUILDING SHALL MEET THE REQUIREMENTS FOR FORMALDEHYDE AS SPECIFIED IN ARB'S AIR TOXICS CONTROL MEASURE FOR COMPOSITE WOOD (17 CCR 93120 ET SEQ.). SEE 4.504.5.1 FOR DOCUMENTATION REQUIREMENTS.			X	–
4.505.2	CONCRETE SLAB FOUNDATIONS	CONCRETE SLAB FOUNDATIONS REQUIRED TO HAVE A VAPOR RETARDER BY CALIFORNIA BUILDING CODE SHALL ALSO HAVE A CAPILLARY BREAK.	X			REFER TO STRUCTURAL DWGS
4.505.3	MOISTURE CONTENT OF BUILDING MATERIALS	MOISTURE CONTENT OF BUILDING MATERIALS USED IN WALL AND FLOOR FRAMING DO NOT EXCEED 19% PRIOR TO ENCLOSURE AND IS CHECKED BEFORE ENCLOSURE. INSULATION PRODUCTS ARE DRY PRIOR TO ENCLOSURE.	X			ITEM CHECKED BY BUILDING INSPECTOR BEFORE ENCLOSURE; CONTRACTOR SHALL VERIFY MOISTURE CONTENT PRIOR TO FRAMING
4.506.1	BATHROOM EXHAUST FANS	EACH BATHROOM IS MECHANICALLY VENTILATED AND COMPLY WITH APPLICABLE REQUIREMENTS.			X	–
4.507.2	ENVIRONMENTAL COMFORT: HEATING AND AIR CONDITIONING SYSTEM DESIGN	HEATING AND AIR CONDITIONING SYSTEMS SHALL BE SIZED, DESIGNED, AND EQUIPMENT IS SELECTED USING THE FOLLOWING METHODS: 1. THE HEAT LOSS AND HEAT GAIN IS ESTABLISHED ACCORDING TO ANSI/ACCA 2 MANUAL J 2016, ASHRAE HANDBOOKS OR EQUIVALENT. 2. DUCT SYSTEMS ARE SIZED ACCORDING TO ANSI/ACCA 29–D MANUAL D 2016, ASHRAE HANDBOOKS OR EQUIVALENT. 3. SELECT HEATING AND COOLING EQUIPMENT ACCORDING TO ANSI/ACCA 3 MANUAL S 2014 OR EQUIVALENT.	X			REFER TO A2.3 AND CA TITLE 24 COMPLIANCE
702	QUALIFICATIONS	HVAC SYSTEMS INSTALLERS ARE TRAINED AND CERTIFIED IN THE PROPER INSTALLATION OF HVAC SYSTEMS. SPECIAL INSPECTORS MUST BE QUALIFIED AND ABLE TO DEMONSTRATE COMPETENCE TO THE ENFORCING AGENCY IN THE DISCIPLINE IN WHICH THEY ARE INSPECTING.	X			REFER TO CA TITLE 24 COMPLIANCE FOR VERIFICATION/QUALIFICATIONS
703.1	DOCUMENTATION	DOCUMENTATION OF COMPLIANCE SHALL INCLUDE, BUT IS NOT LIMITED TO, CONSTRUCTION DOCUMENTS, PLANS, SPECIFICATIONS, BUILDER OR INSTALLER CERTIFICATION, INSPECTION REPORTS, OR OTHER METHODS ACCEPTABLE TO THE LOCAL ENFORCING AGENCY. OTHER SPECIFIC DOCUMENTATION OR SPECIAL INSPECTIONS NECESSARY TO VERIFY COMPLIANCE ARE SPECIFIED IN APPROPRIATE SECTIONS OF CALGREEN.	X			OWNER TO PROVIDE DOCUMENTATION AS REQUESTED BY CITY INSPECTIOR

GENERAL NOTES

A. REFER TO SHEET A0 FOR INDEX OF DRAWINGS & GENERAL NOTES.

B. CERTAIN PROVISIONS OF THE 2022 CALGREEN BUILDING CODE SHALL APPLY (SECTION 101.3) AND 2022 CALGREEN RESIDENTIAL MANDATORY MEASURES CHECKLIST. HOWEVER, ONLY MANDATORY MEASURES RELEVANT TO BUILDING COMPONENTS/SYSTEMS FOR NEW CONSTRUCTION APPLY (SECTION 303.1). ALL ITEMS NOT ASSOCIATED WITH THE PROJECT ARE NOTED N/A ON THIS SHEET. CALGREEN VOLUNTARY MEASURES ARE EXEMPT FROM THIS PROJECT SINCE THE PROJECT IS NOT A NEW DEVELOPMENT.

C. FOR ITEMS MARKED "YES" UNDER COMPLIANCE WITH 2022 CALGREEN CODE SHALL APPLY TO THIS PROJECT.

D. CONTRACTOR SHALL PROVIDE DOCUMENTATION TO BUILDING INSPECTOR THAT COMPLIANT VOC LIMIT FINISH MATERIALS HAVE BEEN USED. REF. VOC LIMIT TABLES THIS SHEET.

FORMALDEHYDE LIMITS
MAXIMUM FORMALDEHYDE EMISSIONS IN PARTS PER MILLION

PRODUCT	CURRENT LIMIT
HARDWOOD PLYWOOD VENEER CORE	0.05
HARDWOOD PLYWOOD COMPOSITE CORE	0.05
PARTICLE BOARD	0.09
MEDIUM DENSITY FIBERBOARD	0.11
THIN MEDIUM DENSITY FIBERBOARD	0.13

CALGREEN RESIDENTIAL BUILDING CODE
MANDATORY MEASURES

4.1 PLANNING AND DESIGN

SECTION	DESCRIPTION	REQUIREMENTS SUMMARY	COMPLIANCE YES	COMPLIANCE NO	COMPLIANCE N/A	REMARKS
4.106.2	STORM WATER DRAINAGE AND RETENTION DURING CONSTRUCTION	A PLAN IS DEVELOPED AND IMPLEMENTED TO MANAGE STORM WATER DRAINAGE DURING CONSTRUCTION.	X			BMP AND EROSION CONTROL PROVISIONS SHALL BE IMPLEMENTED; SEE SHEET A0.2
4.106.3	GRADING AND PAVING	CONSTRUCTION PLANS INDICATES HOW SITE GRADING OR DRAINAGE SYSTEM WILL MANAGE ALL SURFACE WATER FLOWS TO KEEP WATER FROM ENTERING BUILDINGS.	X			REFER TO C–1
4.106.4.1	EV CHARGING	FOR NEW DWELLINGS WITH ATTACHED GARAGES AND REBUILD OF EXISTING DWELLINGS THAT INCLUDE A PANEL UPGRADE OR CONSTRUCTION BETWEEN PANEL AND PARKING AREA, A LEVEL 2 EV READY SPACE AND LEVEL 1 EV READY SPACE, IS INSTALLED.			X	SECTION APPLIES TO NEW CONSTRUCTION ONLY (ADDITIONS, ALTERATIONS OR REPAIRS EXEMPT PER SECTION 202)

4.2 ENERGY EFFICIENCY

SECTION	DESCRIPTION	REQUIREMENTS SUMMARY	COMPLIANCE YES	COMPLIANCE NO	COMPLIANCE N/A	REMARKS
4.201	ENERGY EFFICIENCY (MINIMUM STANDARD)	BUILDING MEETS OR EXCEEDS THE REQUIREMENTS OF THE CALIFORNIA BUILDING ENERGY EFFICIENCY STANDARDS (TITLE 24, PART 6–2022)	X			REFER TO SHEETS A0.4 AND A0.5

4.3 WATER EFFICIENCY AND CONSERVATION

SECTION	DESCRIPTION	REQUIREMENTS SUMMARY	COMPLIANCE YES	COMPLIANCE NO	COMPLIANCE N/A	REMARKS
4.303.1	INDOOR WATER CONSERVING PLUMBING FIXTURES AND FITTINGS	PLUMBING FIXTURES & FITTINGS SHALL NOT EXCEED THE FOLLOWING: WATER CLOSETS – 1.28 GAL/FLUSH URINALS – 0.125 GAL/FLUSH SINGLE SHOWER HEADS – 1.8 GPM @ 80 PSI MULTIPLE SHOWER HEADS (SINGLE VALVE) – TOTAL 1.8 GPM @ 80 PSI LAVATORY FAUCETS – 1.2 GPM @ 60 PSI; MIN FLOW 0.8 GPM @ 20 PSI KITCHEN FAUCETS – 1.8 GPM @ 60 PSI (TEMP. INCREASE TO 2.2 GPM)			X	THERE ARE NO PLUMBING FIXTURES IN THE GARAGE
4.303.3	STANDARDS FOR PLUMBING FIXTURES AND FITTINGS	PLUMBING FIXTURES AND FITTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE CPC AND MEET APPLICABLE STANDARDS IN CPC TABLE 1701.1.			X	–
4.304.1	OUTDOOR POTABLE WATER USE IN LANDSCAPED AREAS	OUTDOOR POTABLE WATER USE IN LANDSCAPE AREAS COMPLY WITH A LOCAL WATER EFFICIENT LANDSCAPE OR THE CURRENT CALIFORNIA DWR MWELO, WHICHEVER IS MORE STRINGENT.			X	–

4.4 MATERIAL CONSERVATION AND RESOURCE EFFICIENCY

SECTION	DESCRIPTION	REQUIREMENTS SUMMARY	COMPLIANCE YES	COMPLIANCE NO	COMPLIANCE N/A	REMARKS
4.406.1	RODENT PROOFING (JOINTS AND OPENINGS)	ANNULAR SPACES AROUND PIPES, ELECTRIC CABLES, CONDUITS OR OTHER OPENINGS IN PLATES AT EXTERIOR WALLS ARE PROTECTED AGAINST THE PASSAGE OF RODENTS BY CLOSING SUCH OPENINGS WITH CEMENT MORTAR, CONCRETE MASONRY OR SIMILAR METHOD ACCEPTABLE TO THE COUNTY OF SANTA CLARA.	X			CLOSE ALL ANNULAR SPACE WITH CEMENT MORTOR AT WALLS AND FLOORS (IF ANY) AND POLYPROPYLENE CARBINATE (TPE, THEREMOPLASTIC ELASTOMER) FLASHING & CEMENT MORTOR AT ROOF
4.408.1	CONSTRUCTION WASTE REDUCTION OF AT LEAST 65% (MODIFIED PER LOCAL ORDINANCE)	RECYCLE AND/OR SALVAGE FOR REUSE A MINIMUM OF 65% OF THE NONHAZARDOUS CONSTRUCTION AND DEMOLITION DEBRIS, OR MEET A LOCAL CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT ORDINANCE, WHICHEVER IS MORE STRINGENT. (EXCAVATED SOIL AND LAND–CLEARING DEBRIS EXCLUDED).	X			REF. SHEET A1.0
4.408.2	CONSTRUCTION WASTE MANAGEMENT PLAN	WHERE A LOCAL JURISDICTION DOES NOT HAVE A CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT ORDINANCE, A CONSTRUCTION WASTE MANAGEMENT PLAN SHALL BE SUBMITTED FOR APPROVAL TO THE ENFORCING AGENCY.	X			REF. SHEET A1.0 COMPLY W/ LOS GATOS WASTE MANAGEMENT PROGRAM
4.410.1	OPERATION AND MAINTENANCE MANUAL	AN OPERATION AND MAINTENANCE MANUAL SHALL BE PROVIDED TO THE BUILDING OCCUPANT OR OWNER, DESCRIBING: 1. KEEPING MANUAL WITH PROPERTY 2. O&M INSTRUCTIONS FOR EQUIPMENT AND APPLIANCES, DRAINAGE, IRRIGATION, ETC. 3. LOCAL UTILITY CONSERVATION RESOURCES 4. PUBLIC TRANSPORTATION / CARPOOL OPTIONS 5. HEALTH BENEFITS OF 30–60% RELATIVE HUMIDITY 6. LANDSCAPE WATER CONSERVATION 7. GUTTER AND DOWNSPOUT MAINTENANCE 8. ROUTINE MAINTENANCE 9. STATE SOLAR ENERGY AND INCENTIVE PROGRAMS 10. SPECIAL INSPECTION RECORDS 11. DEPARTMENT OF FORESTRY AND FIRE PROTECTION MAINTENANCE 12. GRAB BAR REINFORCEMENTS	X			THE FOLLOWING SHALL HAVE O&M'S – OWNER TO SUPPLY: 1. HVAC 2. GUTTERS/DOWNSPOUT (SEE A1.1 FOR NEW)

PAINTS & COATINGS - SCAQMD RULE 1168

COATINGS	VOC LIMIT (G/L LESS WATER, MINUS EXEMPT COMPOUNDS)	COATINGS	VOC LIMIT (G/L LESS WATER, MINUS EXEMPT COMPOUNDS)
BOND BREAKERS	350	NONFLAT HIGH GLOSS	50
CLEAR WOOD FINISHES - GENERAL	275	PIGMENTED LACQUER	275
CLEAR WOOD FINISHES - VARNISH	275	PRETREATMENT WASH PRIMERS	420
CLEAR WOOD FINISHES - SANDING	275	PRIMERS, SEALERS, UNDERCOATERS	100
SEALERS - LACQUER	275	QUICK-DRY ENAMELS	50
CLEAR BRUSHING LACQUER	275	QUICK-DRY PRIMERS, SEALERS, UNDERCOATERS	100
CONCRETE-CURING COMPOUNDS	100	REACTIVE PENETRATING SEALERS	350
CONCRETE-CURING COMPOUNDS - ROADWAYS	350	RECYCLED COATINGS	250
CONCRETE SURFACE RETARDER	50	ROOF COATINGS	50
DRIVEWAY SEALER	50	ALUMINUM ROOF COATINGS	100
DRY-FOG COATINGS	50	ROOF PRIMERS, BITUMINOUS	350
FAUX FINISHING COATINGS - CLEAR TOPCOAT	100	RUST-PREVENTITIVE COATINGS	100
FAUX FINISHING COATINGS - DECORATIVE	350	SHELLAC - CLEAR	730
FAUX FINISHING COATINGS - GLAZES	350	SHELLAC - PIGMENTED	550
FAUX FINISHING COATINGS - JAPAN	350	SPECIALTY PRIMERS	100
FAUX FINISHING COATINGS - TROWEL APPLIED	50	STAINS - GENERAL	100
FIRE-PROOFING EXTERIOR COATINGS	150	STAINS - INTERIOR	250
FIRE-RETARDANT COATINGS - CLEAR	150	STONE CONSOLIDANT	450
FIRE-RETARDANT COATINGS - PIGMENTED	150	SWIMMING POOL COATINGS - REPAIR	340
FLATS	50	SWIMMING POOL COATINGS - OTHER	340
FLOOR COATINGS	50	TRAFFIC COATINGS	100
FORM RELEASE COMPUOND	100	WATERPROOFING SEALERS	100
GRAPHIC ARTS (SIGN) COATINGS	150	WATERPROOFING CONCRETE, CMU SEALERS	100
INDUSTRIAL MAINTENANCE (IM) COATINGS	100	WOOD PRESERVATIVES - BELOW GROUND	350
HIGH TEMPERATURE (IM) COATINGS	420	OTHER	350
NON-SACRIFICIAL ANTI-GRAFFITI COATINGS	100	LOW-SOLIDS COATING	120
SACRIFICIAL ANTI-GRAFFITI COATINGS	50	ARCHITECTURAL COLARANT EXCL. IM COATINGS	50
ZINC-RICH (IM) PRIMERS	100	SOLVENT-BASED IM COLORANT	600
MAGNESITE CEMENT COATINGS	450	WATERBORNE IM COLORANT	50
MASTIC COATINGS	100	ANTI-CORROSIVE PAINTS - GLOSS	250
METALLIC PIGMENTED COATINGS	150	ANTI-CORROSIVE PAINTS - SEMI-GLOSS	250
MULTICOLOR COATINGS	250	ANTI-CORROSIVE PAINTS - FLAT	250
NONFLAT COATINGS	50		

VOC LIMITS
SEALANTS & ADHESIVES - SCAQMD RULE 1168

ARCHITECTURAL APPLICATIONS	VOC LIMIT (G/L LESS WATER)	ARCHITECTURAL APPLICATIONS	VOC LIMIT (G/L LESS WATER)
INDOOR CARPET ADHESIVES	50	PVC WELDING	510
CARPET PAD ADHESIVES	50	CPVC WELDING	490
OUTDOOR CARPET ADHESIVES	150	ABS WELDING	325
WOOD FLOORING ADHESIVES	100	PLASTIC CEMENT WELDING	250
RUBBER FLOOR ADHESIVES	60	ADHESIVE PRIMER FOR PLASTIC	550
SUBFLOOR ADHESIVES	50	CONTACT ADHESIVE	80
CERAMIC TILE ADHESIVES	65	SPECIAL PURPOSE CONTACT ADHESIVE	250
VCT AND ASPHALT ADHESIVES	50	TIRE RETREAD	100
DRYWALL AND PANEL ADHESIVES	50	ADHESIVE PRIMER FOR TRAFFIC MARKING TAPE	150
COVE BASE ADHESIVES	50	STRUCTURAL WOOD MEMBER ADHESIVE	140
MULTIPURPOSE CONSTRUCTION ADHESIVES	70	SHEET APPLIED RUBBER LINING OPERATIONS	850
STRUCTURAL GLAZING ADHESIVES	100	TOP AND TRIM ADHESIVE	250
SINGLE PLY ROOF MEMBRANE ADHESIVES	250		
SUBSTRATE SPECIFIC APPLICATIONS	**VOC LIMIT (G/L LESS WATER)**	**SEALANTS**	**VOC LIMIT (G/L LESS WATER)**
METAL TO METAL	30	ARCHITECTURAL	250
PLASTIC FOAMS	50	MARINE DECK	760
POROUS MATERIAL (EXCEPT WOOD)	50	NONMEMBRANE ROOF	300
WOOD	30	ROADWAY	250
FIBER GLASS	80	SINGLE-PLY ROOF MEMBRANE	450
		OTHER	420
SEALANT PRIMERS	**VOC LIMIT (G/L LESS WATER)**	**AEROSOL ADHESIVES**	**VOC LIMIT (G/L LESS WATER)**
ARCHITECTURAL, NON-POROUS	250	GENERAL PURPOSE MIST SPRAY	65% BY WT.
ARCHITECTURAL, POROUS	775	GENERAL PURPOSE WEB SPRAY	55% BY WT.
MODIFIED BITUMINUOUS	500	SPECIAL PURPOSE CONTACT ADHESIVE	70% BY WT.
MARINE DECK	760		
OTHER	750		

ITEM NO. 24.

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3360 De La Cruz Boulevard
Santa Clara, CA 95054
www.ba-builders.com

PROJECT TITLE

Garage & Breezeway Replacement
KOLANDER
RESIDENCE
16511 Cypress Way | Los Gatos, California 95030

REVISIONS

F	PLANNING SUBMITTAL	7/30/2024
H	PLANNING COMMENTS	10/23/2024
L	SCCFD AMMC	1/24/2025
M	PLANNING COMMENTS	2/13/2025
N	PLANNING COMMENTS	3/5/2025
P	PLANNING COMMENTS	3/17/2025
Q	PLANNING COMMENTS	3/24/2025
R	PLANNING COMMENTS	3/28/2025

CONDITIONS & RESTRICTIONS

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SHEET TITLE

CALGREEN MANDATORY MEASURES

LICENSED ARCHITECT
EXP. AUG. 31, 2025
MICHAEL P. HARRIS
C32799
STATE OF CALIFORNIA
3/28/25

PROJECT NUMBER: 24111/6285
SCALE: NONE
SHEET: OF
DRAWING NO: A0.4

TREE REMOVAL AND PROTECTION REQ'TS

A. TREE REMOVAL PERMIT IS REQUIRED PRIOR TO REMOVING ANY TREE ON THE PROPERTY.

B. PRUNING OR ROOT PRUNING MUST BE SUPERVISED BY AN ISA–CERTIFIED ARBORIST OR AN ASCA–REGISTERED ARBORIST. SEE SECTION 29.10.1010 OF THE TOWN CODE FOR SPECIFICATIONS TO DETERMINE IF A PRUNING PERMIT IS REQUIRED.

C. TREE PROTECTION FENCING REQUIREMENTS IN THE TREE PROTECTION ZONE (DRIPLINE):
1. SIX–FOOT HIGH CHAIN LINK FENCING MOUNTED ON TWO–INCH DIAMETER GALVANIZED IRON POSTS SHALL BE DRIVEN INTO THE GROUND AT LEAST TWO–FEET DEEP AT NO MORE THAN TEN–FOOT SPACING. WHEN STIPULATED, FOR EXISTING PAVING AREAS THAT WILL NOT BE DEMOLISHED, POSTS MAY BE SUPPORTED BY CONCRETE BASE.
2. POSTED EIGHT AND ONE–HALF–INCH BY ELEVEN–INCH SIGN ON EACH TREE FENCE STATING: "WARNING – TREE PROTECTION ZONE – THIS FENCE SHALL NOT BE REMOVED AND IS SUBJECT TO PENALTY ACCORDING TO TOWN CODE 29.10.1025" A SECOND SIGN SHALL BE IN SPANISH (SEE DETAIL BELOW)
3. LABELED PHOTOGRAPHS OF THE INSTALLED FENCING SHALL BE EMAILED TO THE PROJECT PLANNER PRIOR TO ISSUANCE OF PERMITS.
4. TREE PROTECTION FENCING IS REQUIRED TO REMAIN IN PLACE THROUGHOUT CONSTRUCTION.

D. ANY PROTECTED TREE ON–SITE WILL REQUIRE REPLACEMENT ACCORDING TO ITS APPRAISED VALUE IF IT IS DAMAGED BEYOND REPAIR AS A RESULT OF CONSTRUCTION.

E. ALL TREE MAINTENANCE AND CARE SHALL BE PERFORMED BY A QUALIFIED ARBORIST WITH A C–61/D–49 CALIFORNIA CONTRACTORS LICENSE. TREE MAINTENANCE AND CARE SHALL BE SPECIFIED IN WRITING ACCORDING TO AMERICAN NATIONAL STANDARD FOR TREE CARE OPERATIONS: TREE, SHRUB AND OTHER WOODY PLANT MANAGEMENT: STANDARD PRACTICES PARTS 1 THROUGH 10 AND ADHERE TO ANSI Z133.1 SAFETY STANDARDS AND LOCAL REGULATIONS. ALL MAINTENANCE IS TO BE PERFORMED ACCORDING TO ISA BEST MANAGEMENT PRACTICES.

Tree Protection Zones and Fence Specifications

1. **Size and materials:** Six (6) foot high chain link fencing, mounted on two-inch diameter galvanized iron posts, shall be driven into the ground to a depth of at least two (2) feet at no more than ten-foot spacing. For paving area that will not be demolished and when stipulated in a tree preservation plan, posts may be supported by a concrete base.
2. **Area type to be fenced:** Type I: Enclosure with chain link fencing of either the entire dripline area or at the tree protection zone (TPZ), when specified by a certified or consulting arborist. Type II: Enclosure for street trees located in a planter strip: chain link fence around the entire planter strip to the outer branches. Type III: Protection for a tree located in a small planter cutout only (such as downtown): orange plastic fencing shall be wrapped around the trunk from the ground to the first branch with two-inch wooden boards bound securely on the outside. Caution shall be used to avoid damaging any bark or branches.
3. **Duration of Type I, II, III fencing:** Fencing shall be erected before demolition, grading or construction permits are issued and remain in place until the work is completed. Contractor shall first obtain the approval of the project arborist on record prior to removing a tree protection fence.
4. **Warning Sign:** Each tree fence shall have prominently displayed an eight and one-half-inch by eleven-inch sign stating: "Warning —Tree Protection Zone—This fence shall not be removed and is subject to penalty according to Town Code 29.10.1025." Text on the signs should be in both English and Spanish (Appendix E).

All persons, shall comply with the following precautions

1. Prior to the commencement of construction, install the fence at the dripline, or tree protection zone (TPZ) when specified in an approved arborist report, around any tree and/or vegetation to be retained which could be affected by the construction and prohibit any storage of construction materials or other materials, equipment cleaning, or parking of vehicles within the TPZ. The dripline shall not be altered in any way so as to increase the encroachment of the construction.
2. Prohibit all construction activities within the TPZ, including but not limited to: excavation, grading, drainage and leveling within the dripline of the tree unless approved by the Director.
3. Prohibit disposal or depositing of oil, gasoline, chemicals or other harmful materials within the dripline of or in drainage channels, swales or areas that may lead to the dripline of a protected tree.
4. Prohibit the attachment of wires, signs or ropes to any protected tree.
5. Design utility services and irrigation lines to be located outside of the dripline when feasible.
6. Retain the services of a certified or consulting arborist who shall serve as the project arborist for periodic monitoring of the project site and the health of those trees to be preserved. The project arborist shall be present whenever activities occur which may pose a potential threat to the health of the trees to be preserved and shall document all site visits.
7. The Director and project arborist shall be notified of any damage that occurs to a protected tree during construction so that proper treatment may be administered.

Prohibited Activities

The following are prohibited activities within the TPZ:

- Grade changes (e.g. soil cuts, fills);
- Trenches;
- Root cuts;
- Pedestrian and equipment traffic that could compact the soil or physically damage roots;
- Parking vehicles or equipment;
- Burning of brush and woody debris;
- Storing soil, construction materials, petroleum products, water, or building refuse; and,
- Disposing of wash water, fuel or other potentially damaging liquids.

Monitoring

Any trenching, construction or demolition that is expected to damage or encounter tree roots should be monitored by the project arborist or a qualified ISA Certified Arborist and should be documented.

The site should be evaluated by the project arborist or a qualified ISA Certified Arborist after construction is complete, and any necessary remedial work that needs to be performed should be noted.

Root Pruning

Roots greater than two inches in diameter shall not be cut. When roots over two inches in diameter are encountered and are authorized to be cut or removed, they should be pruned by hand with loppers, handsaw, reciprocating saw, or chain saw rather than left crushed or torn. Roots should be cut beyond sinker roots or outside root branch junctions and be supervised by the project arborist. When completed, exposed roots should be kept moist with burlap or backfilled within one hour.

Boring or Tunneling

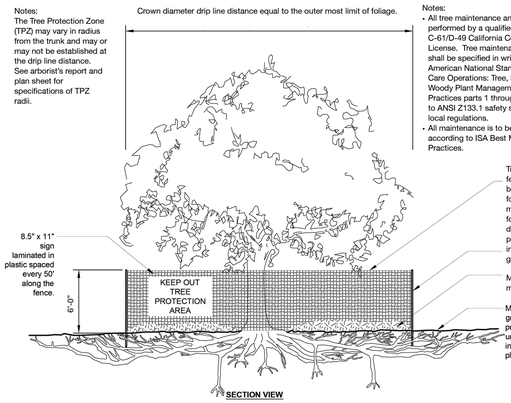
Boring machines should be set up outside the drip line or established Tree Protection Zone. Boring may also be performed by digging a trench on both sides of the tree until roots one inch in diameter are encountered and then hand dug or excavated with an Air Spade® or similar air or water excavation tool. Bore holes should be adjacent to the trunk and never go directly under the main stem to avoid oblique (heart) roots. Bore holes should be a minimum of three feet deep.

Tree Pruning and Removal Operations

All tree pruning or removals should be performed by a qualified arborist with a C-61/D-49 California Contractors License. Treatment, including pruning, shall be specified in writing according to the most recent ANSI A-300A Standards and Limitations and performed according to ISA Best Management Practices while adhering to ANSI Z133.1 safety standards. Trees that need to be removed or pruned should be identified in the pre-construction walk through.

TREE INVENTORY

ID	TREE SPECIES COMMON NAME	TREE SPECIES BOTANICAL NAME	TRUNK DIAMETER"	CANOPY DIAMETER"	CONDITION	EXPECTED IMPACT	STATUS
615	HOLLY	LLEX AQUIFOLIUM	10	15	GOOD	HIGH	REMOVE
616	COAST LIVE OAK	QUERCUS AGRIFOLIA	11	15	GOOD	LOW	SAVE
617	PISTACHE	PISTACIA CHINENSIS	4	10	GOOD	HIGH	REMOVE
618	COAST LIVE OAK	QUERCUS AGRIFOLIA	4	10	GOOD	HIGH	REMOVE
619	CANARY ISLAND PINE	PINUS CANARIENSIS	14	15	FAIR	HIGH	REMOVE
620	CANARY ISLAND PINE	PINUS CANARIENSIS	17, 17	25	FAIR	MODERATE	REMOVE
621	BLACK PINE	PINUS JEFFREYI	8	15	GOOD	LOW	SAVE
622	MONTEREY PINE	PINUS RADIATA	19	20	FAIR	LOW	SAVE
623	COAST LIVE OAK	QUERCUS AGRIFOLIA	9, 7	10	GOOD	MODERATE	REMOVE
624	SILK TREE	ALBIZIA JULIBRISSIN	9	10	GOOD	HIGH	REMOVE
NO TAG	UNKNOWN	UNKNOWN	8	8	UNKNOWN	HIGH	REMOVE



S-X TREE PROTECTION

URBAN TREE FOUNDATION © 2014
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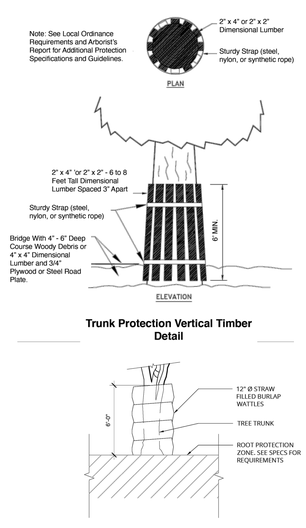
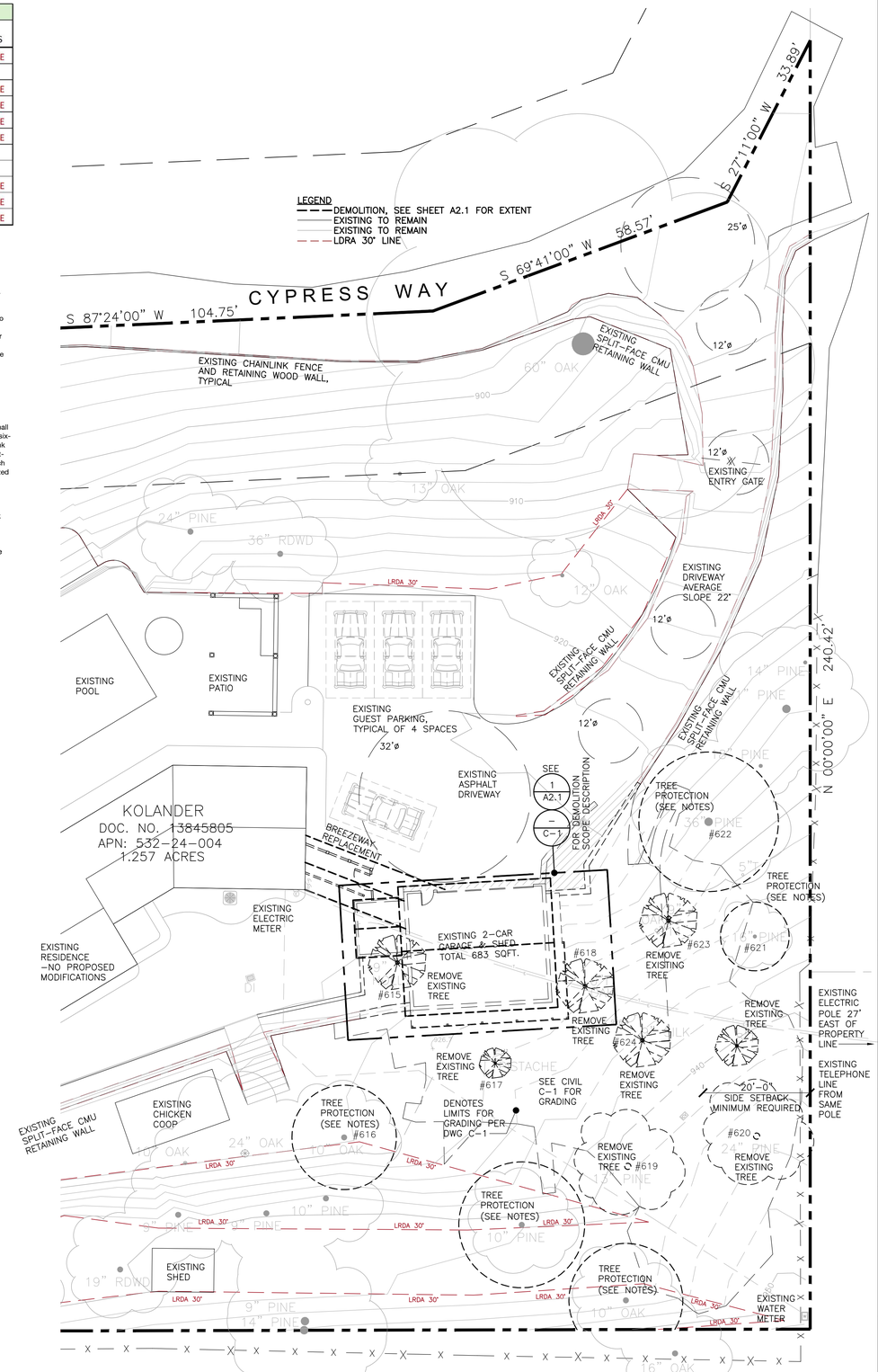
Modified by Monarch Consulting Arborists LLC, 2019

WARNING	CUIDADO
TREE PROTECTION ZONE	ZONE DE ARBOL PRETEJIDO
THIS FENCE SHALL NOT BE REMOVED AND IS SUBJECT TO PENALTY ACCORDING TO TOWN CODE 29.10.1025	ESTA VALLA NO PODRÁN SER SACADOS Y ESTÁ SUJETA A SANCIÓN EN FUNCIÓN DE CÓDIGO CIUDAD DEL 29.10.1025

TREE PROTECTION SIGNAGE DETAILS
BOTH SIGNS MUST BE POSTED



S-Y TRUNK PROTECTION WITH WATTLE



1 T-1 PARTIAL SITE PLAN
SCALE: 1" = 12'-0"

BAY AREA BUILDERS INCORPORATED
main office: (408) 648-4500
fax: (408) 588-0095
CA license: B-443949
3360 De La Cruz Boulevard
Santa Clara, CA 95054
www.ba-builders.com

PROJECT TITLE

Garage & Breezeway Replacement
KOLANDER RESIDENCE
16511 Cypress Way | Los Gatos, California 95030

REVISIONS		
F	PLANNING SUBMITTAL	7/30/2024
H	PLANNING COMMENTS	10/23/2024
L	SCCFD AMMC	1/24/2025
M	PLANNING COMMENTS	2/13/2025
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R	PLANNING COMMENTS	3/28/2025

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SHEET TITLE

TREE PROTECTION PLAN

LICENSED ARCHITECT EXP. AUG. 31, 2025 MICHAEL P. HARRIS C32799 STATE OF CALIFORNIA
3/28/25

PROJECT NUMBER: 24111/6285
SCALE: AS NOTED
SHEET: OF
DRAWING NO: T-1

GENERAL NOTES

A. REFER TO SHEET A0 FOR DRAWING INDEX.

B. REPAIR ALL DAMAGED MATERIALS IMPACTED BY NEW CONSTRUCTION. ALIGN AND FINISH TO MATCH EXISTING ADJACENT SURFACE.

C. WEATHER PROTECTION IS REQUIRED PRIOR TO ANY DEMOLITION OF EXTERIOR WALLS TO THE MAIN HOUSE. IT SHALL BE REMOVED ONLY WHEN CONSTRUCTION OF THAT AREA IS COMPLETE. FOR THE GARAGE, OWNER SHALL REMOVE ALL MATERIALS PRIOR TO CONSTRUCTION.

D. PERSON(S) PERFORMING THE WORK MUST BE COGNIZANT OF FIELD CONDITIONS AND VERIFY PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY CONFLICTS SHALL BE RESOLVED PRIOR TO PROCEEDING.

E. ALL UTILITIES SERVICES IMPACTED BY DEMOLITION AND CONSTRUCTION SHALL BE COORDINATED WITH THE ASSOCIATED UTILITY PROVIDER AND/OR AUTHORITY. CONFORM TO STANDARD EROSION CONTROL CONSTRUCTION MITIGATION MEASURES AS APPLICABLE.

F. DISPOSAL OF MATERIALS DURING DEMOLITION AND CONSTRUCTION SHALL BE DIVERTED FROM THE LANDFILL AT A RATE OF 100% OR GREATER FOR CONCRETE AND ASPHALT AND 65% OR GREATER FOR ALL OTHER MATERIALS COMPOSITE.

G. THE GENERAL SITE SLOPE AND DRAINAGE PATTERN IS NOT AFFECTED BY THE NEW WORK. SITE CURRENTLY DRAINS AWAY FROM THE HOUSE AT A RATE OF 5% MINIMUM FOR AT LEAST 10 FEET (CBC 1804.3) AND DOES NOT FLOW ONTO ADJACENT NEIGHBORS. THE EXISTING HOUSE STORM LEADERS HAVE NOT BEEN MODIFIED AND SHALL REMAIN AS IS.

H. ALL NEW DOWNSPOUTS SHALL HAVE CONCRETE SPLASH BLOCKS AT THE BASE. IN TURN, WATER SHALL DRAIN ONTO THE ADJACENT LANDSCAPING WITHOUT DIRECTLY GOING INTO THE PUBLIC DRAINAGE SYSTEM. NOTE, EXISTING CONDITIONS KEEP DRAINAGE AWAY FROM GARAGE AND STREET.

I. AT THE TIME OF ROUGH INSTALLATION, OR DURING STORAGE ON THE CONSTRUCTION SITE AND UNTIL FINAL DUCTWORK INSTALLATION FOR THE HEATING AND COOLING SYSTEM, ALL DUCT AND OTHER RELATED AIR DISTRIBUTION COMPONENT OPENINGS EXPOSED TO THE CONSTRUCTION AREA SHALL BE COVERED WITH TAPE, PLASTIC, SHEET METAL OR OTHER METHODS ACCEPTABLE TO THE ENFORCING AGENCY TO REDUCE THE AMOUNT OF DUST OR DEBRIS WHICH MAY COLLECT IN THE SYSTEM.

J. OFFSTREET PARKING CAPACITY: EXISTING DRIVEWAY IS ABLE TO ACCOMMODATE AT LEAST 4 VEHICULAR GUEST SPACES. NO PROPOSED MODIFICATIONS.

TREE REMOVAL AND PROTECTION REQ'TS

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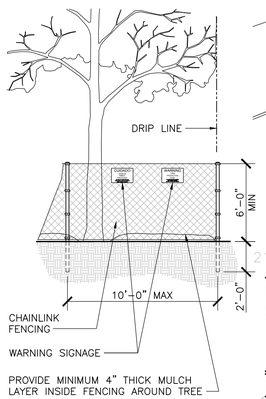
B. PRUNING OR ROOT PRUNING MUST BE SUPERVISED BY AN ISA–CERTIFIED ARBORIST OR AN ASCA–REGISTERED ARBORIST. SEE SECTION 29.10.1010 OF THE TOWN CODE FOR SPECIFICATIONS TO DETERMINE IF A PRUNING PERMIT IS REQUIRED.

C. TREE PROTECTION FENCING REQUIREMENTS IN THE TREE PROTECTION ZONE (DRIPLINE):
1. SIX–FOOT HIGH CHAIN LINK FENCING MOUNTED ON TWO–INCH DIAMETER GALVANIZED IRON POSTS SHALL BE DRIVEN INTO THE GROUND AT LEAST TWO–FEET DEEP AT NO MORE THAN TEN–FOOT SPACING. WHEN STIPULATED, FOR EXISTING PAVING AREAS THAT WILL NOT BE DEMOLISHED, POSTS MAY BE SUPPORTED BY CONCRETE BASE.
2. POSTED EIGHT AND ONE–HALF–INCH BY ELEVEN–INCH SIGN ON EACH TREE FENCE STATING: "WARNING – TREE PROTECTION ZONE – THIS FENCE SHALL NOT BE REMOVED AND IS SUBJECT TO PENALTY ACCORDING TO TOWN CODE 29.10.1025" A SECOND SIGN SHALL BE IN SPANISH (SEE DETAIL BELOW)
3. LABELED PHOTOGRAPHS OF THE INSTALLED FENCING SHALL BE EMAILED TO THE PROJECT PLANNER PRIOR TO ISSUANCE OF PERMITS.
4. TREE PROTECTION FENCING IS REQUIRED TO REMAIN IN PLACE THROUGHOUT CONSTRUCTION.

D. ANY PROTECTED TREE ON–SITE WILL REQUIRE REPLACEMENT ACCORDING TO ITS APPRAISED VALUE IF IT IS DAMAGED BEYOND REPAIR AS A RESULT OF CONSTRUCTION.



TREE PROTECTION DETAIL

THE FOLLOWING ACTIVITIES ARE PROHIBITED WITH THE TREE PROTECTION ZONE:
1. GRADE CHANGES (E.G. SOIL CUTS, FILL)
2. TRENCHES
3. ROOT CUTS
4. PEDESTRIAN AND EQUIPMENT TRAFFIC THAT COULD COMPACT THE SOIL OR PHYSICALLY DAMAGE ROOTS
5. PARKING VEHICLES OR EQUIPMENT
6. BURNING OF BRUSH AND WOODY DEBRIS
7. STORING SOIL, CONSTRUCTION MATERIALS, PETROLEUM PRODUCTS, WATER OR BUILDING REFUSE
8. DISPOSING OF WASH WATER, FUEL OR OTHER POTENTIALLY DAMAGING LIQUIDS

REFER TO T-1 TREE PROTECTION PLAN FOR FURTHER INFORMATION AND DETAILS

APN: 532-24-004

PROJECT SITE

FIRE HYDRANT LOCATION 1,975' WEST FROM PROPERTY LINE

WASTE MANAGEMENT

A. GENERAL: THE PERSON(S) PEFORMING THE WORK SHALL CONFORM TO THE REQUIREMENTS LISTED BELOW FOR CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING REQUIREMENTS.

B. REQUIREMENT: DISPOSAL OF MATERIALS DURING DEMOLITION AND CONSTRUCTION SHALL BE DIVERTED FROM THE LANDFILL AT A RATE OF 100% OR GREATER FOR CONCRETE AND ASPHALT AND 65% OR GREATER FOR ALL OTHER MATERIALS COMPOSITE. THE CONTRACTOR SHALL COMPLETE A CONSTRUCTION & DEMOLITION DEBRIS RECYCLING SUMMARY REPORT AT THE CONCLUSION OF THE PROJECT INDICATING ACTUAL QUANTITIES RECYCLED, REUSED AND/OR DISPOSED. WEIGHT TAGS ARE REQUIRED TO DOCUMENT TONNAGE DIVERTED AND DISPOSED.

C. MIXED LOADS OF C&D DEBRIS: IF THE PERSON(S) PERFORMING THE WORK ELECTS TO RECYCLE CONSTRUCTION & DEMOLITION DEBRIS AS MIXED LOADS, THEN CONTRACTOR MUST ARRANGE FOR SERVICES WITH ONE A FACILITIES THAT WILL PROVIDE A BREAK DOWN PER MATERIAL IN WEIGHT.

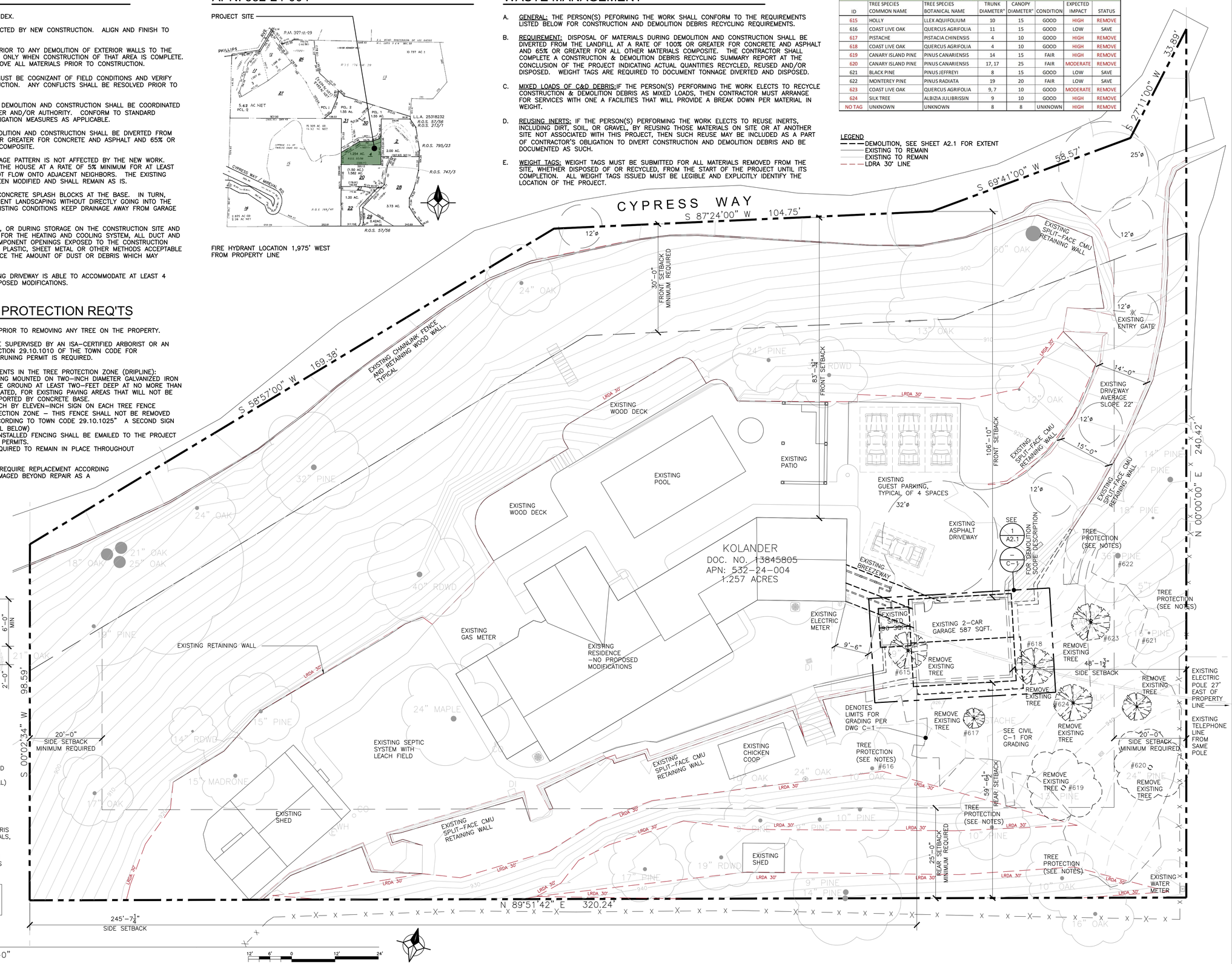
D. REUSING INERTS: IF THE PERSON(S) PERFORMING THE WORK ELECTS TO REUSE INERTS, INCLUDING DIRT, SOIL, OR GRAVEL, BY REUSING THOSE MATERIALS ON SITE OR AT ANOTHER SITE NOT ASSOCIATED WITH THIS PROJECT, THEN SUCH REUSE MAY BE INCLUDED AS A PART OF CONTRACTOR'S OBLIGATION TO DIVERT CONSTRUCTION AND DEMOLITION DEBRIS AND BE DOCUMENTED AS SUCH.

E. WEIGHT TAGS: WEIGHT TAGS MUST BE SUBMITTED FOR ALL MATERIALS REMOVED FROM THE SITE, WHETHER DISPOSED OF OR RECYCLED, FROM THE START OF THE PROJECT UNTIL ITS COMPLETION. ALL WEIGHT TAGS ISSUED MUST BE LEGIBLE AND EXPLICITLY IDENTIFY THE LOCATION OF THE PROJECT.

TREE INVENTORY

ID	TREE SPECIES COMMON NAME	TREE SPECIES BOTANICAL NAME	TRUNK DIAMETER*	CANOPY DIAMETER*	CONDITION	EXPECTED IMPACT	STATUS
615	HOLLY	LLEX AQUIFOLIUM	10	15	GOOD	HIGH	REMOVE
616	COAST LIVE OAK	QUERCUS AGRIFOLIA	11	15	GOOD	LOW	SAVE
617	PISTACHE	PISTACIA CHINENSIS	4	10	GOOD	HIGH	REMOVE
618	COAST LIVE OAK	QUERCUS AGRIFOLIA	4	10	GOOD	HIGH	REMOVE
619	CANARY ISLAND PINE	PINUS CANARIENSIS	14	15	FAIR	HIGH	REMOVE
620	CANARY ISLAND PINE	PINUS CANARIENSIS	17, 17	25	FAIR	MODERATE	REMOVE
621	BLACK PINE	PINUS JEFFREYI	8	15	GOOD	LOW	SAVE
622	MONTEREY PINE	PINUS RADIATA	19	20	FAIR	LOW	SAVE
623	COAST LIVE OAK	QUERCUS AGRIFOLIA	9, 7	10	GOOD	MODERATE	REMOVE
624	SILK TREE	ALBIZIA JULIBRISSIN	9	10	GOOD	HIGH	REMOVE
NO TAG	UNKNOWN	UNKNOWN	8	8	UNKNOWN	HIGH	REMOVE

LEGEND
- DEMOLITION, SEE SHEET A2.1 FOR EXTENT
- EXISTING TO REMAIN
- EXISTING TO REMAIN
- LDRA 30' LINE



1 A1.1 SITE PLAN
SCALE: 1" = 12'-0"

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PROJECT TITLE

Garage & Breezeway Replacement
KOLANDER RESIDENCE
16511 Cypress Way | Los Gatos, California 95030

REVISIONS

F	PLANNING SUBMITTAL	7/30/2024
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SHEET TITLE

SITE PLAN
EXISTING CONDITIONS
& DEMOLITION

LICENSED ARCHITECT EXP. AUG. 31, 2025 MICHAEL P. HARRIS C32799 STATE OF CALIFORNIA
3/28/25

PROJECT NUMBER: 24111/6285
SCALE: AS NOTED
SHEET: OF
DRAWING NO: A1.0

GENERAL NOTES

A. REFER TO SHEET A0 FOR DRAWING INDEX.

B. REPAIR ALL DAMAGED MATERIALS IMPACTED BY NEW CONSTRUCTION. ALIGN AND FINISH TO MATCH EXISTING ADJACENT SURFACE.

C. WEATHER PROTECTION IS REQUIRED PRIOR TO ANY DEMOLITION OF EXTERIOR WALLS TO THE MAIN HOUSE. IT SHALL BE REMOVED ONLY WHEN CONSTRUCTION OF THAT AREA IS COMPLETE. FOR THE GARAGE, OWNER SHALL REMOVE ALL MATERIALS PRIOR TO CONSTRUCTION.

D. PERSON(S) PERFORMING THE WORK MUST BE COGNIZANT OF FIELD CONDITIONS AND VERIFY PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY CONFLICTS SHALL BE RESOLVED PRIOR TO PROCEEDING.

E. ALL UTILITIES SERVICES IMPACTED BY DEMOLITION AND CONSTRUCTION SHALL BE COORDINATED WITH THE ASSOCIATED UTILITY PROVIDER AND/OR AUTHORITY. CONFORM TO STANDARD EROSION CONTROL CONSTRUCTION MITIGATION MEASURES AS APPLICABLE.

F. DISPOSAL OF MATERIALS DURING DEMOLITION AND CONSTRUCTION SHALL BE DIVERTED FROM THE LANDFILL AT A RATE OF 100% OR GREATER FOR CONCRETE AND ASPHALT AND 65% OR GREATER FOR ALL OTHER MATERIALS COMPOSITE.

G. THE GENERAL SITE SLOPE AND DRAINAGE PATTERN IS NOT AFFECTED BY THE NEW WORK. SITE CURRENTLY DRAINS AWAY FROM THE HOUSE AT A RATE OF 5% MINIMUM FOR AT LEAST 10 FEET (CBC 1804.3) AND DOES NOT FLOW ONTO ADJACENT NEIGHBORS. THE EXISTING HOUSE STORM LEADERS HAVE NOT BEEN MODIFIED AND SHALL REMAIN AS IS.

H. ALL NEW DOWNSPOUTS SHALL HAVE CONCRETE SPLASH BLOCKS AT THE BASE. IN TURN, WATER SHALL DRAIN ONTO THE ADJACENT LANDSCAPING WITHOUT DIRECTLY GOING INTO THE PUBLIC DRAINAGE SYSTEM. NOTE, EXISTING CONDITIONS KEEP DRAINAGE AWAY FROM GARAGE AND STREET.

I. AT THE TIME OF ROUGH INSTALLATION, OR DURING STORAGE ON THE CONSTRUCTION SITE AND UNTIL FINAL DUCTWORK INSTALLATION FOR THE HEATING AND COOLING SYSTEM, ALL DUCT AND OTHER RELATED AIR DISTRIBUTION COMPONENT OPENINGS EXPOSED TO THE CONSTRUCTION AREA SHALL BE COVERED WITH TAPE, PLASTIC, SHEET METAL OR OTHER METHODS ACCEPTABLE TO THE ENFORCING AGENCY TO REDUCE THE AMOUNT OF DUST OR DEBRIS WHICH MAY COLLECT IN THE SYSTEM.

J. OFFSTREET PARKING CAPACITY: EXISTING DRIVEWAY IS ABLE TO ACCOMMODATE AT LEAST 4 VEHICULAR GUEST SPACES. NO PROPOSED MODIFICATIONS.

K. OWNER TO COORDINATE WITH PG&E FOR UNDERGROUNDING OF SERVICE FROM THE POWER POLE TO THE MAIN PANEL. IF TO REMAIN OVERHEAD, OWNER TO COORDINATE WITH PG&E TO ELEVATE POWER LINE MINIMUM OF 4 FT. ABOVE THE GARAGE RIDGE LINE ALONG WITH TELEPHONE/DATA LINE UNDER APPROPRIATE UTILITY.

L. NO NEW TREES ARE PROPOSED FOR THIS PROJECT DUE TO WILDLAND URBAN INTERFACE REQUIREMENTS TO PROVIDE A FIRE-BREAK BETWEEN TREE CANOPIES. IN-LIEU FEES ARE REQUESTED FOR THE TREES REMOVED.

APN: 532-24-004

PROJECT SITE

FIRE HYDRANT LOCATION 1,975' WEST FROM PROPERTY LINE

MISC. NOTES

A. REFER TO CONDITIONS OF APPROVAL ON SHEET A0.1.

B. REFER TO BIOLOGIST SURVEY REQUIREMENTS AND TIMELINES NOTED ON CONDITIONS OF APPROVAL ON SHEET A0.1.

C. NO NEW FENCING OR GATES ARE PROPOSED WITH THIS PROJECT.

D. THERE ARE NO PROPOSED MODIFICATIONS NOR DISTURBANCES IN THE EXISTING FRONT YARD LANDSCAPING DUE TO THE PROJECT LOCATION.

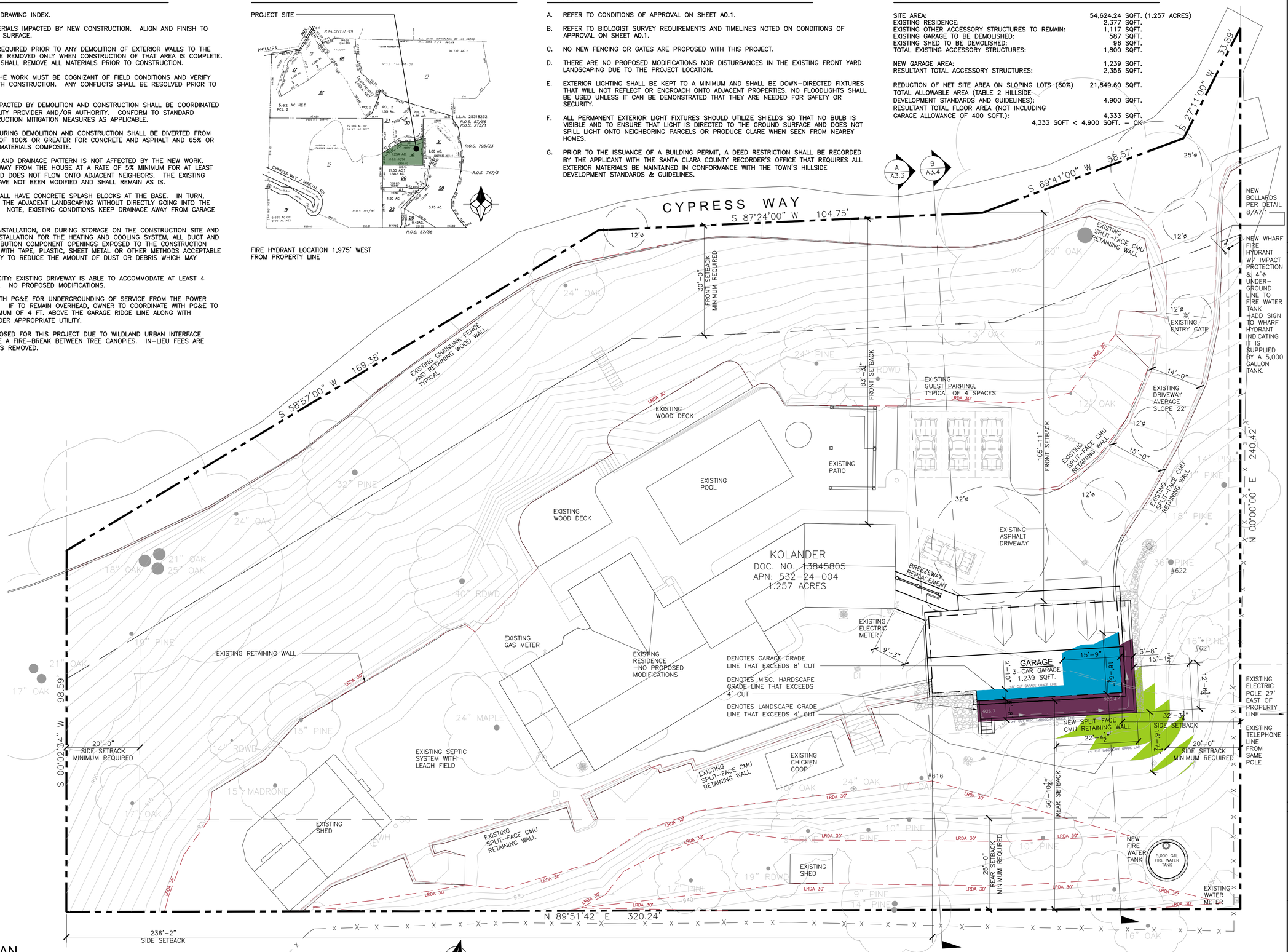
E. EXTERIOR LIGHTING SHALL BE KEPT TO A MINIMUM AND SHALL BE DOWN-DIRECTED FIXTURES THAT WILL NOT REFLECT OR ENCROACH ONTO ADJACENT PROPERTIES. NO FLOODLIGHTS SHALL BE USED UNLESS IT CAN BE DEMONSTRATED THAT THEY ARE NEEDED FOR SAFETY OR SECURITY.

F. ALL PERMANENT EXTERIOR LIGHT FIXTURES SHOULD UTILIZE SHIELDS SO THAT NO BULB IS VISIBLE AND TO ENSURE THAT LIGHT IS DIRECTED TO THE GROUND SURFACE AND DOES NOT SPILL LIGHT ONTO NEIGHBORING PARCELS OR PRODUCE GLARE WHEN SEEN FROM NEARBY HOMES.

G. PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, A DEED RESTRICTION SHALL BE RECORDED BY THE APPLICANT WITH THE SANTA CLARA COUNTY RECORDER'S OFFICE THAT REQUIRES ALL EXTERIOR MATERIALS BE MAINTAINED IN CONFORMANCE WITH THE TOWN'S HILLSIDE DEVELOPMENT STANDARDS & GUIDELINES.

SITE/BUILDING DATA

SITE AREA:	54,624.24 SQFT. (1.257 ACRES)
EXISTING RESIDENCE:	2,377 SQFT.
EXISTING OTHER ACCESSORY STRUCTURES TO REMAIN:	1,117 SQFT.
EXISTING GARAGE TO BE DEMOLISHED:	587 SQFT.
EXISTING SHED TO BE DEMOLISHED:	96 SQFT.
TOTAL EXISTING ACCESSORY STRUCTURES:	1,800 SQFT.
NEW GARAGE AREA:	1,239 SQFT.
RESULTANT TOTAL ACCESSORY STRUCTURES:	2,356 SQFT.
REDUCTION OF NET SITE AREA ON SLOPING LOTS (60%)	21,849.60 SQFT.
TOTAL ALLOWABLE AREA (TABLE 2 HILLSIDE DEVELOPMENT STANDARDS AND GUIDELINES):	4,900 SQFT.
RESULTANT TOTAL FLOOR AREA (NOT INCLUDING GARAGE ALLOWANCE OF 400 SQFT.):	4,333 SQFT.
	4,333 SQFT < 4,900 SQFT. = OK



1 A1.1 SITE PLAN

SCALE: 1" = 12'-0"

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PROJECT TITLE

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SHEET TITLE

SITE PLAN

LICENSED ARCHITECT EXP. AUG. 31, 2025 MICHAEL P. HARRIS C32799 STATE OF CALIFORNIA

3/28/25

PROJECT NUMBER: 24111/6285

SCALE: AS NOTED

SHEET: OF

DRAWING NO: A1.1

CONSTRUCTION SITE FIRE SAFETY NOTES

A. COMBUSTIBLE DEBRIS: WOOD, CARDBOARD, PACKING MATERIAL, FORM LUMBER AND SIMILAR COMBUSTIBLE DEBRIS SHALL NOT BE ACCUMULATED WITHIN BUILDINGS. SUCH DEBRIS, RUBBISH AND WASTE MATERIAL SHALL BE REMOVED FROM BUILDINGS ON A DAILY BASIS.

B. SMOKING: SMOKING IS PROHIBITED ANYWHERE INSIDE OR ON THE ROOF OF NEW BUILDINGS UNDER CONSTRUCTION OR IN THE PROJECT WORK AREA OF BUILDINGS UNDERGOING ALTERATION. A SUITABLE NUMBER OF 'NO SMOKING' SIGNS SHALL BE POSTED TO ENSURE THAT SMOKING IS CONTROLLED.

C. VEHICLE PARKING: ALL VEHICLES SHALL BE PARKED A MINIMUM OF 20 FEET FROM NEW BUILDINGS UNDER CONSTRUCTION. EXCEPTION: VEHICLES THAT ARE TEMPORARILY PARKED FOR LOADING/UNLOADING OR OTHER CONSTRUCTION RELATED OPERATIONS. SUCH VEHICLES SHALL NOT BE LEFT UNATTENDED.

D. COMBUSTIBLE MATERIAL STORAGE: COMBUSTIBLE CONSTRUCTION MATERIALS SHALL BE STORED A MINIMUM OF 20 FEET FROM BUILDINGS UNDER CONSTRUCTION OR UNDERGOING REMODEL. EXCEPTION: MATERIALS THAT ARE STAGED FOR INSTALLATION ON A FLOOR LEVEL.

E. FIRE EXTINGUISHERS: PORTABLE FIRE EXTINGUISHERS SHALL BE PROVIDED AND SHALL BE MOUNTED ON A WALL OR POST AT EACH USABLE STAIRWAY AND SUCH THAT THE TRAVEL DISTANCE TO ANY EXTINGUISHER DOES NOT EXCEED 75 FT. MOUNTING HEIGHT TO THE TOP OF THE EXTINGUISHER SHALL NOT EXCEED 5 FEET. EXTINGUISHERS SHALL NOT HAVE LESS THAN A 2A:10–BC RATING OR AS OTHERWISE DIRECTED BY THE FIRE DEPARTMENT. THE GENERAL CONTRACTOR SHALL ENSURE THAT AN ADEQUATE NUMBER OF INDIVIDUALS ARE TRAINED IN THE PROPER USE OF PORTABLE FIRE EXTINGUISHERS. FIRE EXTINGUISHERS SHALL ALSO BE LOCATED IN STORAGE SHEDS

F. MINIMUM NUMBER OF EXITS: ALL NEW BUILDINGS UNDER CONSTRUCTION SHALL HAVE A LEAST ONE UNOBSTRUCTED EXIT.

G. HOT WORK: HOT WORK INCLUDES ANY WORK INVOLVING OPERATIONS CAPABLE OF INITIATING FIRES OR EXPLOSIONS, INCLUDING CUTTING, WELDING, BRAZING, SOLDERING, GRINDING, THERMAL SPRAYING, THAWING PIPE, TORCH APPLIED ROOFING, OR ANY OTHER SIMILAR ACTIVITY. THE USE OF HOT WORK EQUIPMENT SHALL BE IN ACCORDANCE WITH THE FOLLOWING GUIDELINES, INCLUDING A PRE–SITE INSPECTION, FIRE WATCH AND

H. POST INSPECTION PROCEDURES.

I. PRE–SITE INSPECTION: AN INSPECTION OF THE HOT WORK SITE SHALL BE CONDUCTED BY THE GENERAL CONTRACTOR OR HIS/HER DESIGNEE PRIOR TO HOT WORK OPERATIONS TO ENSURE:
1) THE HOT WORK SITE IS CLEAR OF COMBUSTIBLES OR THAT COMBUSTIBLES ARE PROTECTED;
2) EXPOSED CONSTRUCTION IS OF NONCOMBUSTIBLE MATERIALS OR THAT COMBUSTIBLE MATERIALS ARE PROTECTED;
3) OPENINGS ARE PROTECTED;
4) THERE ARE NO EXPOSED COMBUSTIBLES ON THE OPPOSITE SIDE OF PARTITIONS, WALLS, CEILINGS, FLOORS, ETC.;
5) FIRE EXTINGUISHERS ARE AVAILABLE, FULLY CHARGED AND OPERABLE; AND
6) FIRE WATCH PERSONNEL ARE ASSIGNED, EQUIPPED AND TRAINED.

J. MOTOR EQUIPMENT: MOTORIZED EQUIPMENT INCLUDING INTERNAL–COMBUSTION POWERED CONSTRUCTION EQUIPMENT SHALL BE USED IN ACCORDANCE WITH THE FOLLOWING;
1) EQUIPMENT SHALL BE LOCATED SO THAT EXHAUSTS DO NOT DISCHARGE AGAINST COMBUSTIBLE MATERIALS.
2) WHEN POSSIBLE, EXHAUSTS SHOULD BE PIPED TO THE OUTSIDE OF THE BUILDING.
3) EQUIPMENT SHALL NOT BE REFUELED WHILE IN OPERATION.
4) FUEL FOR EQUIPMENT SHALL BE STORED IN AN APPROVED AREA OUTSIDE OF THE BUILDING.

WATER QUALITY NOTES

A. ALL CONSTRUCTION ACTIVITIES IN THE EPHEMERAL DRAINAGE SHALL BE AVOIDED. WITHIN THE SLOPE STABILITY PROTECTION AREA, GRADING WILL BE MINIMIZED TO THE EXTENT NECESSARY AND EXISTING CONTOURS AND SLOPES SHALL BE MAINTAINED.

B. EXISTING NATIVE VEGETATION ADJACENT THE DRAINAGE SHALL BE RETAINED BY REMOVING ONLY AS MUCH VEGETATION AS NECESSARY TO ACCOMMODATE THE CONSTRUCTION OF THE RETAINING WALL. WHEN POSSIBLE, A VEGETATED BUFFER STRIP BETWEEN STAGING/EXCAVATION AREAS AND THE DRAINAGE SHALL BE MAINTAINED.

C. APPROPRIATE EROSION CONTROL MEASURES (E.G., FIBER ROLLS, FILTER FENCES, VEGETATIVE BUGGER STRIPS) SHALL BE USED ON SITE TO REDUCE SILTATION AND RUNOFF OF CONTAMINANTS INTO THE EPHEMERAL DRAINAGE. FIBER ROLLS USED FOR EROSION CONTROL WILL BE CERTIFIED AS FREE OF NOXIOUS WEED SEED. FILTER FENCES AND MESH WILL BE OF MATERIAL THAT WILL NOT ENTRAP REPTILES AND AMPHIBIANS. EROSION CONTROL MEASURES WILL BE PLACED AT THE TOP OF BANK OF THE DRAINAGE OR THE EDGE OF THE SLOPE STABILITY PROTECTION AREA WHERE POSSIBLE. THE EROSIONS CONTROL MEASURES SHOULD FOLLOW THE APPROACHES AND DETAILS OUTLINED IN THE BANK PROTECTION/EROSION REPAIR DESIGN GUIDE IN THE SANTA CLARA VALLEY WATER RESOURCES PROTECTION COLLABORATIVE'S USER MANUAL: GUIDELINES & STANDARDS FOR LAND USE NEAR STREAMS (VALLEY WATER 2006).

D. ALL DISTURBED SOILS SHALL BE REVEGETATED WITH NATIVE PLANS AND/OR GRASSES OR STERILE NONNATIVE SPECIES SUITABLE FOR THE ALTERED SOIL CONDITIONS UPON COMPLETION OF CONSTRUCTION. LOCAL WATERSHED NATIVE PLANTS WILL BE USED IF AVAILABLE. IF STERILE NONNATIVE SPECIES ARE USED FOR TEMPORARY EROSION CONTROL, NATIVE SEED MIXTURES MUST BE USED IN SUBSEQUENT TREATMENTS TO PROVIDE LONG–TERM EROSION CONTROL AND SLOW COLONIZATION BY INVASIVE NONNATIVES. ALL DISTURBED AREAS THAT HAVE BEEN COMPACTED SHALL BE DE–COMPACTED PRIOR TO PLANTING OR SEEDING. CUT–AND–FILL SLOPES WILL BE PLANTED WITH LOCAL NATIVE OR NON–INVASIVE PLANTS SUITABLE FOR THE ALTERED SOIL CONDITIONS. AGAIN, REVEGETATION OF DISTURBED SOILS SHALL FOLLOW THE RECOMMENDATIONS OF THE SANTA CLARA VALLEY WATER RESOURCES PROTECTION COLLABORATIVE'S USER MANUAL: GUIDELINES & STANDARDS FOR LAND USE NEAR STREAMS (VALLEY WATER 2006).

E. NO STOCKPILING OR PLACEMENT OF ERODIBLE MATERIALS SHALL BE ALLOWED WITHIN 20 FEET OF THE EPHEMERAL DRAINAGE OR ALONG AREAS OF NATURAL STORMWATER FLOW WHERE MATERIALS COULD BE WASHED INTO WATERWAYS.

F. NO EQUIPMENT SERVICING SHALL BE DONE WITHIN 20 FEET OF THE EPHEMERAL DRAINAGE, UNLESS EQUIPMENT STATIONED IN THESE LOCATIONS CANNOT BE READILY RELOCATED (I.E., PUMPS, GENERATORS.)

G. CONSTRUCTION PERSONNEL SHALL PREVENT THE ACCIDENTAL RELEASE OF CHEMICALS, FUELS, LUBRICANTS, AND NON–STORM DRAINAGE WATER INTO CHANNELS. SPILL PREVENTION KITS SHALL ALWAYS BE IN CLOSE PROXIMITY WHEN USING HAZARDOUS MATERIALS (E.G., CREW TRUCKS AND OTHER LOGICAL LOCATIONS). PERSONNEL SHALL IMPLEMENT MEASURES TO ENSURE THAT HAZARDOUS MATERIALS ARE PROPERLY HANDLED, AND ALL CONSTRUCTION WASTE WILL BE DISPOSED OF IN DESIGNATED AREAS TO PREVENT STORMWATER FROM FLOWING ONTO OR OFF THESE AREAS.

H. POTENTIAL CONTAMINATING MATERIALS MUST BE STORED IN COVERED STORAGE AREAS OR SECONDARY CONTAINMENT THAT IS IMPERVIOUS TO LEAKS AND SPILLS. RUNOFF PATHWAYS SHALL BE FREE OF TRASH CONTAINERS OR TRASH STORAGE AREAS. TRASH STORAGE AREAS SHALL BE SCREENED OR WALLED.

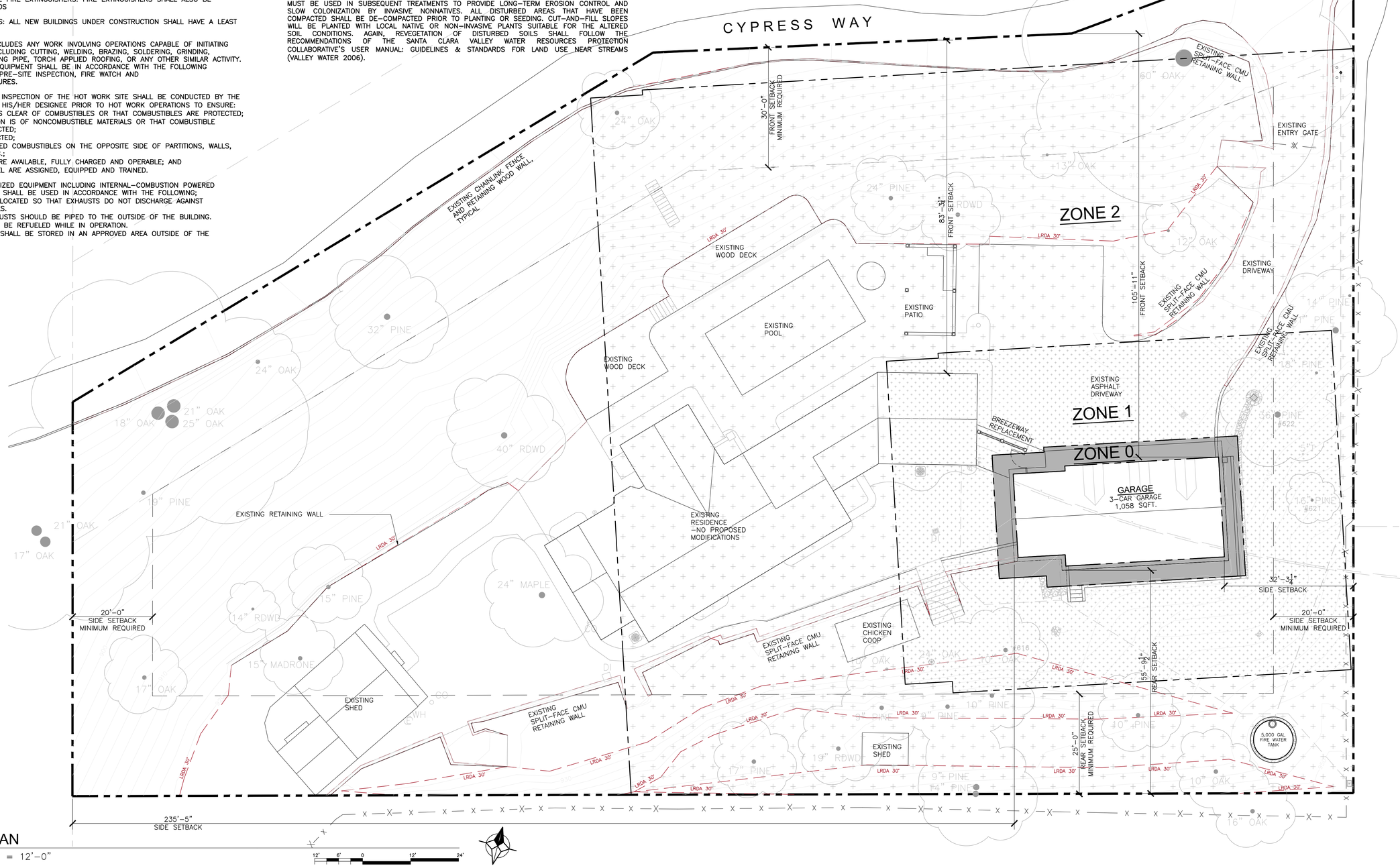
I. VEHICLES AND EQUIPMENT SHALL BE PARKED ON PAVEMENT, EXISTING ROADS, AND PREVIOUSLY DISTURBED AREAS.

DEFENSIBLE SPACE/FIRE BREAK NOTES

ZONE 0 (5'–0") WILL BE CONCRETE ON THE BACK OF THE GARAGE, ASPHALT IN THE FRONT OF THE GARAGE, MOSTLY EXISTING PAVEMENT ON THE WEST SIDE AND CONCRETE OR ROCK–LINE SWALE ON THE EAST. THERE IS A 3' SECTION THAT A ROCK–GRAVEL SURFACE MAY BE ADDED TO ENSURE NO LANDSCAPING. ALSO REMOVING 2 TREES CURRENTLY NEXT TO STRUCTURE.

ZONE 1 (30'–0") – EXISTING TREES TO REMAIN UNLESS REMOVED DUE TO GRADING; OWNER TO MAINTAIN GROUND COVER TO REMOVE DEAD WEEDS. TREE CANOPIES ELEVATED TO AT LEAST 6'–0" CLEAR FROM THE GROUND.

ZONE 2 (100'–0") – EXISTING TREES TO REMAIN UNLESS REMOVED DUE TO GRADING; NO PROPOSED FURTHER MODIFICATIONS.



1 A1.2 SITE PLAN
SCALE: 1" = 12'–0"

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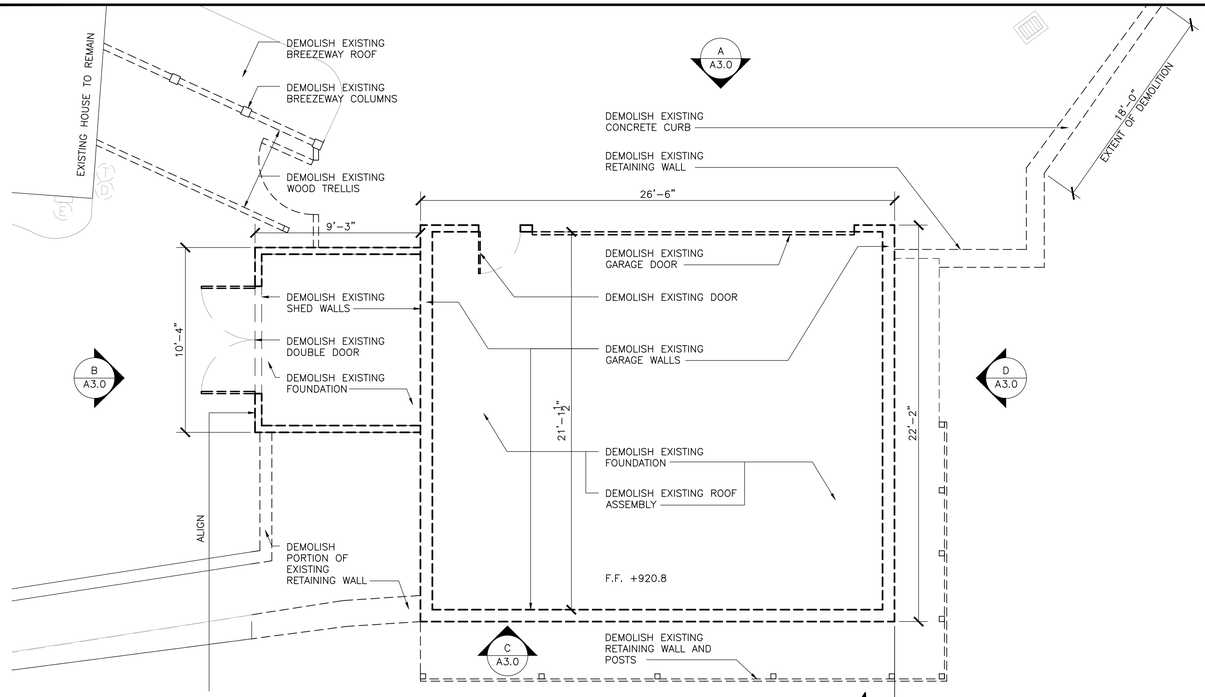
SHEET TITLE

SITE PLAN

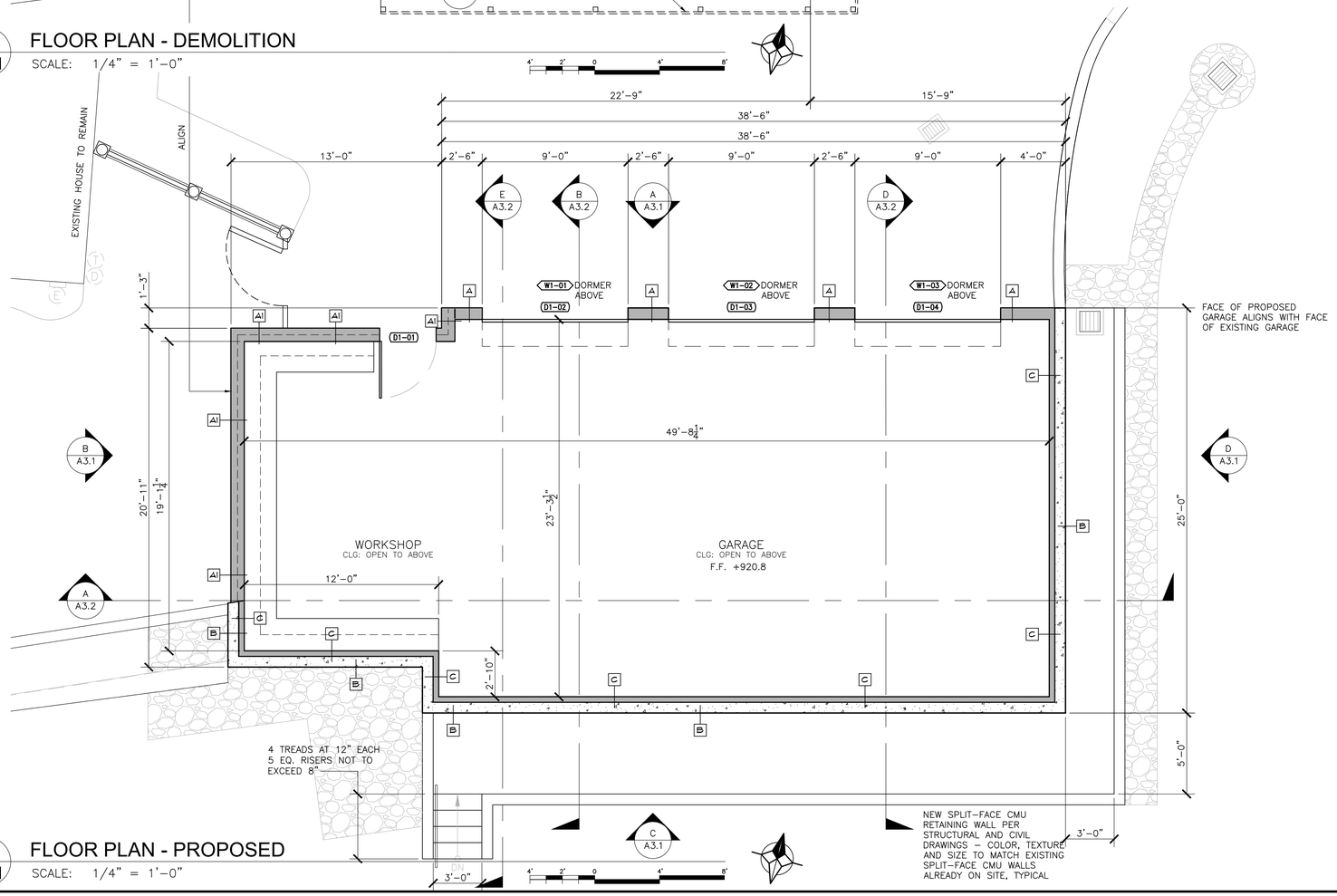
LICENSED ARCHITECT
EXP. AUG. 31, 2025
MICHAEL P. HARRIS
C32799
STATE OF CALIFORNIA
3/28/25

PROJECT NUMBER: 24111/6285
SCALE: AS NOTED
SHEET: OF
DRAWING NO: A1.2



1 A2.1 FLOOR PLAN - DEMOLITION

SCALE: 1/4" = 1'-0"



2 A2.1 FLOOR PLAN - PROPOSED

SCALE: 1/4" = 1'-0"

GENERAL NOTES

A. REFER TO SHEET A0 FOR DRAWING INDEX.

B. PERSON(S) PERFORMING THE WORK MUST BE COGNIZANT OF FIELD CONDITIONS AND VERIFY PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY CONFLICTS SHALL BE RESOLVED PRIOR TO PROCEEDING.

C. ALL DIMENSIONS ARE TO FACE OF FINISH UNLESS OTHERWISE NOTED.

D. UTILITIES SHOWN ON THIS DRAWING IS SCHEMATIC IN NATURE. ALL CODES SHALL BE STRICTLY FOLLOWED FOR ABOVE TRADE WORK.

SHEET NOTES

1. REFER TO WALL TYPE DESCRIPTION FOR ALL WALLS.
2. INSTALL DOORS AND WINDOWS AS DESIGNATED ON PLAN AND PER SCHEDULES ON A7.1.
3. ALL CABINETS, CASEWORK, ACCESSORIES, SHELVING, FIXTURES AND APPLIANCES SHALL BE COORDINATED WITH OWNER AND/OR AS NOTED IN THESE PLANS. COORDINATE WITH OWNER FOR BACKING FOR FUTURE CABINETS (I.E. INSTALL ADDITIONAL BLOCKING IN WALLS FOR ANTICIPATED LOCATIONS).
4. ADD R-19 BATT INSULATION IN ROOF RAFTERS OVER CONDITIONED SPACES ALONG WITH R-6 RIGID INSULATION. (U-FACTOR = 0.048) MAINTAIN 2" GAP AT TOP AND BOTTOM TO ALLOW MOISTURE BUILD-UP TO ESCAPE (VENTILATION)
5. INSTALL 3/4" PLYWOOD IN STORAGE LOFT.
6. INSTALL 1/2" GYPSUM BOARD BELOW ROOF RAFTERS & INSULATION. PREPARE THE SAME FINISH LEVEL AS THE WALLS.
7. PROVIDE & INSTALL NEW 4" THICK CONCRETE HOUSEKEEPING PAD FOR NEW CONDENSER. ANCHOR CONDENSER TO PAD PER MANUF. RECOMMENDATIONS. SEE A2.3 FOR LOCATION.

FINISH NOTES

ALL FINISHES SHALL BE COORDINATED WITH OWNER.

FLOORING:
A. PREPARE FLOOR IN GARAGE FOR EPOXY FLOORING. FLOAT FLOOR AS REQ'D FOR LEVELING.
B. PROVIDE TRANSITION STRIP BETWEEN DIFF. FLOORING MATERIALS.

BASE:
A. COVE EPOXY BASE 6" UP WALL MINIMUM.

WALL COVERINGS:
A. PROTECT AND COVER ALL FLOORING. IMMEDIATELY CLEAN ANY SPILLS AND EXCESS PAINT.
B. INSTALL TEMPORARY "WET PAINT" SIGNS ON ALL AREAS DURING WORK.
C. PAINT ALL WALLS AND CEILINGS; PREPARE FOR LEVEL 3 KNOCK-DOWN FINISH.
D. SURFACE PREPARATION OF WALLS, PRIMER, AND NUMBER OF COATS OF PAINT AS RECOMMENDED BY PAINT MANUFACTURER.
E. COORDINATE COLORS WITH OWNER. ALL PAINT SHALL BE EGGSHELL
F. ALL PAINTS, COATINGS, SEALANTS, ADHESIVES AND PRIMERS SHALL BE WITHIN THE VOC LIMITS PER SCAQMD RULE 1168. (VOC LIMITS: PRIMER = 100 G/L; PAINT = 50 G/L).

WALL LEGEND

A — BEARING EXTERIOR WALL
THERMAL PERFORMANCE CALCULATIONS — REF. ADJ.6
REQ'D: U = 0.048 MAX
ACTUAL: U = 0.048
WALL ASSEMBLY COMPLIES
REF. 24A.3 TABLE 4.3.1 LINE 7-D
2X6 DF WD STUDS @ 16" O.C. W/ 1/2" GYPBD ON INTERIOR FACE, R-21 BATT INSULATION BETWEEN STUDS, AND 7/8" STUCCO (3-COATS) OVER METAL LATH OVER 2 LAYERS OF GRADE 'D' PAPER WITH RADIANT BARRIER OVER R-5 CONTINUOUS RIGID INSULATION OVER 1/2" PLYWOOD ON EXTERIOR FACE UP TO ROOF/FLOOR FRAMING ABOVE.

A1 — BEARING EXTERIOR WALL - 2-HR FIRE BARRIER (GA FILE NO. WP-8192)
THERMAL PERFORMANCE CALCULATIONS — REF. ADJ.6
REQ'D: U = 0.048 MAX
ACTUAL: U = 0.048
WALL ASSEMBLY COMPLIES
REF. 24A.3 TABLE 4.3.1 LINE 7-D
2X6 DF WD STUDS @ 16" O.C. W/ 2 LAYERS OF 5/8" TYPE 'X' GYPBD ON INTERIOR FACE, R-21 BATT INSULATION BETWEEN STUDS, AND 7/8" STUCCO (3-COATS) OVER METAL LATH OVER 2 LAYERS OF GRADE 'D' PAPER WITH RADIANT BARRIER OVER R-5 CONTINUOUS RIGID INSULATION OVER 1/2" PLYWOOD OVER 5/8" TYPE 'X' GYPSUM SHEATHING ON EXTERIOR FACE UP TO ROOF/FLOOR FRAMING ABOVE. FIRE SEAL ALL PENETRATIONS (SEE DETAILS 3 & 4 ON A7.1).

B — BEARING EXTERIOR WALL
CONCRETE RETAINING WALL PER STRUCTURAL DRAWINGS.
WALL TYPE 'A' ON TOP OF RETAINING WALL

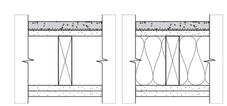
C — INTERIOR FURRED WALL (NON-BEARING)
2X4 DF WD STUDS @ 16" O.C. W/ 1/2" GYPBD ON EXPOSED SIDE UP TO CEILING FRAMING ABOVE.

GA FILE NO. WP 8192	GENERIC	2 HOUR FIRE	40 TO 44 STC SOUND

GYPSUM WALLBOARD, WOOD STUDS, STUCCO, WIRE MESH

Fire Design:
EXTERIOR SIDE: **Base** layer 5/8" type X gypsum sheathing applied parallel to 2 × 6 fire retardant treated wood studs 16" o.c. with 6d coated nails, 1-7/8" long, 0.0915" shank, 1/4" heads, 12" o.c. and covered with a single layer of building paper stapled along each edge at 16" o.c. Galvanized self-furring wire mesh applied over sheathing with 8d galvanized roofing nails, 2-3/8" long, 0.113" shank, 9/32" heads, 6" o.c. Cement-stucco applied over wire mesh in two 1/2" thick coats with bonding agent applied between coats.
INTERIOR SIDE: **Base** layer 5/8" type X gypsum wallboard or gypsum veneer base applied parallel to studs with 6d coated nails, 1-7/8" long, 0.0915" shank, 1/4" heads, 12" o.c. **Face** layer 5/8" type X gypsum wallboard or gypsum veneer base applied at right angles to studs with 8d coated nails, 2-3/8" long, 0.113" shank, 9/32" heads, 8" o.c. at edges and 12" o.c. at intermediate studs. **(LOAD-BEARING)**

Sound Design:
Sound tested with 6-1/2" glass fiber insulation friction fit in stud cavity.



Thickness: 8-5/8" (Fire and Sound)
Approx. Weight: 18 psf (Fire) 18.4 psf (Sound)
Fire Test: UC ES-6898, 12-21-67
Sound Test: NOAL 19-0828, 08-19-19
OITC: 33

LEGEND

A — WALL TYPE DESIGNATION
SEE WALL TYPE DESCRIPTION THIS SHEET

D1-XX — DOOR MARK - REFER TO DOOR SCHEDULE ON A7.1
DOOR NUMBER DESIGNATION
FLOOR NUMBER REFERENCE

W1-XX — WINDOW MARK - REFER TO WINDOW SCHEDULE ON A7.1
WINDOW NUMBER DESIGNATION
FLOOR NUMBER REFERENCE

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PROJECT TITLE

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KOLANDER RESIDENCE
16511 Cypress Way | Los Gatos, California 95030

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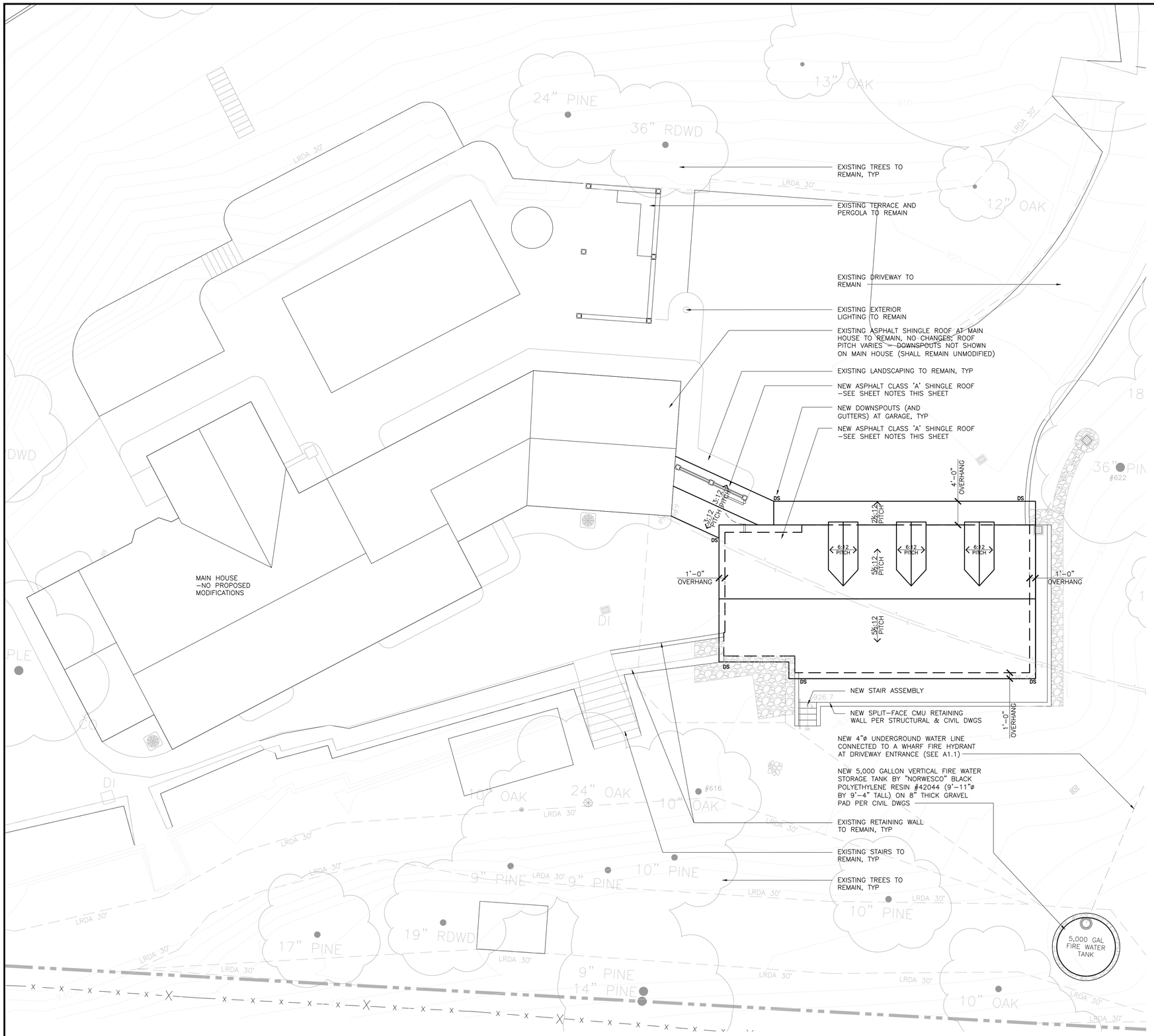
SHEET TITLE

FLOOR PLANS

LICENSED ARCHITECT EXP. AUG. 31, 2025 MICHAEL P. HARRIS C32799 STATE OF CALIFORNIA
3/28/25

PROJECT NUMBER: 24111/6285
SCALE: AS NOTED
SHEET: OF
DRAWING NO: A2.1



1 A2.2 ROOF PLAN - PROPOSED

SCALE: 1/8" = 1'-0"

8' 4' 0 8' 16'

GENERAL NOTES

A. REFER TO SHEET A0 FOR DRAWING INDEX.

B. REPAIR ALL DAMAGED MATERIALS IMPACTED BY NEW CONSTRUCTION. ALIGN AND FINISH TO MATCH EXISTING ADJACENT SURFACE.

C. WEATHER PROTECTION IS REQUIRED PRIOR TO ANY DEMOLITION OF EXTERIOR WALLS. IT SHALL BE REMOVED ONLY WHEN CONSTRUCTION OF THAT AREA IS COMPLETE.

D. PERSON(S) PERFORMING THE WORK MUST BE COGNIZANT OF FIELD CONDITIONS AND VERIFY PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY CONFLICTS SHALL BE RESOLVED PRIOR TO PROCEEDING.

E. ALL UTILITIES SERVICES IMPACTED BY DEMOLITION AND CONSTRUCTION SHALL BE COORDINATED WITH THE ASSOCIATED UTILITY PROVIDER AND/OR AUTHORITY. CONFORM TO STANDARD EROSION CONTROL CONSTRUCTION MITIGATION MEASURES AS APPLICABLE. REFER TO CIVIL DRAWINGS.

F. ALL NEW DOWNSPOUTS SHALL HAVE CONCRETE SPLASH BLOCKS AT THE BASE. IN TURN, WATER SHALL DRAIN ONTO THE ADJACENT LANDSCAPING WHERE POSSIBLE.

SHEET NOTES

1. ROOF TILES AND ASSEMBLY AT GARAGE SHALL MEET THE FOLLOWING CRITERIA. NOTE, EXISTING ROOF ON MAIN HOUSE IS ASPHALT SHINGLES AND VERY SIMILAR IN NATURE, HOWEVER SELECTIONS HAVE BEEN MADE FOR THE NEW STRUCTURE TO MEET CALIFORNIA TITLE 24 REQUIREMENTS.
   - A. ROOF ASPHALT TILES BY "CERTAINTEED" PRESIDENTIAL SOLARIS SHINGLES.
   - B. COLOR CHARCOAL BLACK.
   - C. CRRC #0668-0132
   - D. ICC-ES-ESR-3537
   - E. COOL ROOF SPECIFICATIONS
     - SOLAR REFLECTANCE (INITIAL) = 0.18
     - SOLAR REFLECTANCE (3-YR) = 0.19
     - THERMAL EMITTANCE (INITIAL) = 0.93
     - THERMAL EMITTANCE (3-YR) = 0.94
     - INITIAL SRI VALUE = 18
     - AGED SRI VALUE = 20
   - F. SLOPE OF ROOF PER PLAN (SEE ELEVATIONS/SECTIONS ON A3.1 AND A3.2)
   - G. INSTALL ROOF TILES PER MANUF. INSTALLATION INSTRUCTIONS TO MAINTAIN WARRANTY.
   - H. UNDERLAYMENT: 2 LAYERS OF #15 FELT PAPER OVER PLYWD SHEATHING W/ INTEGRAL RADIENT BARRIER.
   - I. ROOF SHEATHING WITH TECHSHIELD RADIANT BARRIER BONDED TO UNDERSIDE OF CDX PLYWOOD OR APPROVED EQUAL (SEE ROOF FRAMING ON STRUCTURAL DRAWINGS FOR THICKNESS).
   - J. ALL ROOF FASTENERS SHALL BE CORROSION RESISTANT (CRC R905.2.5).
   - K. FLASH ALL PENETRATIONS, IF ANY, PER MANUF. INSTRUCTIONS TO MAINTAIN WARRANTY.
   - L. PROVIDE & INSTALL ROOF FLASHING WHERE WALLS AND ROOF MEET PER MANUF. INSTRUCTIONS.
   - M. PROVIDE & INSTALL NEW CONTINUOUS/SEAMLESS 0.032" THICK ALUMINUM BREAKSHAPE METAL GUTTER SYSTEM ATTACHED TO THE FASCIA NEW ROOF ASSEMBLIES. LOCATE APPROXIMATELY 1/2" BELOW SLOPE LINE OF BOTTOM OF BARREL, TYPICAL. DRIP EDGE FLASHING SHALL EXTEND OVER GUTTER SYSTEM AT FASCIA. STRICTLY COORDINATE WITH ROOF TILE MANUFACTURER'S INSTRUCTIONS TO MAINTAIN WARRANTY. COLOR OF GUTTER SYSTEM TO MATCH FASCIA BOARD.
   - N. PROVIDE DOWNSPOUTS AND SPLASH BLOCKS AT LOCATIONS SHOWN. ALL DOWNSPOUTS SHALL HAVE CONCRETE SPLASH BLOCKS AT THE BASE. IN TURN, WATER SHALL DRAIN ONTO NEARBY LANDSCAPING WHERE POSSIBLE. COLOR OF DOWNSPOUTS SHALL BE WHITE TO MATCH THE EXISTING HOUSE.
   - O. THE UNDERSIDE OF NEW EAVES SHALL MATCH THE UNDERSIDE OF THE EXISTING EAVES OF THE MAIN HOUSE (WITH THE EXCEPTION OF CLOSED EAVES TO MATCH EAVE TRIM COLOR). CLOSED EAVES COMPLY WITH THE WILDLAND URBAN INTERFACE REQUIREMENTS.
   - P. ALL SOFFIT VENTS UNDER EAVES, GABLE-END VENTS ON THE SIDE OF THE STRUCTURE AND RIDGE VENTS SHALL HAVE 1/16" NON-COMBUSTIBLE, CORROSION-RESISTANT MESH WITH OVERLAPPING BAFFLES AND HEAT ACTIVATED INTUMESCENT STRIPS TO PREVENT EMBER INTRUSION AND RESIST RADIANT HEAT. RECOMMENDED PRODUCTS BY "BRANDGUARD VENTS" OR APPROVED EQUAL; MUST HAVE CALFIRE BML APPROVAL CERTIFICATION NUMBER ASSOCIATED WITH THE PRODUCT.
   - Q. INSTALL GUTTER GUARDS WITH 1/16" NON-COMBUSTIBLE, CORROSION-RESISTANT MESH THAT COMPLY TO PREVENT EMBER INTRUSION SUCH AS "BRANDGUARD VENTS"

WILDLAND URBAN INTERFACE COMPLIANCE

EXTERIOR CLADDING – IGNITION RESISTANT MATERIALS – STUCCO

ROOF MATERIALS – CLASS A ASPHALT ROOF TILES (SEE THIS SHEET)

CLOSED EAVES – SEE SECTIONS ON A3.2

EMBER RESISTANT SOFFIT VENTS (SEE THIS SHEET)
EMBER RESISTANT RIDGE VENTS (SEE THIS SHEET)
EMBER RESISTANT GABLE-END VENTS (SEE THIS SHEET)

METAL-CLADDED DOOR ASSEMBLIES WITH TEMPERED WINDOWS (SEE A7.1)
WINDOWS DOUBLE-PANED AND TEMPERED (SEE A7.1)
ALL DOORS HAVE PERIMETER WEATHER STRIPPING AND DOOR BOTTOMS TO REDUCE EMBER INTRUSION (SEE A7.1)

VEGETATION MANAGEMENT & DEFENSIBLE BREAKS (SEE A1.2)

ALTERNATE MATERIALS, METHODS OF CONSTRUCTION OR MODIFICATION OF CODE (25-0417), IN LIEU OF THE FOLLOWING ITEMS:

1. FIRE APPARATUS ACCESS ROADWAY CLEARANCES (CFC SECTION 503) – STREET WIDTH OF 20'-0" CLEAR BY 13'-6" HIGH – ACTUAL ROAD IS 12'-0" WIDE AND DOESN'T ACHIEVE HEIGHT REQUIREMENTS.
2. FIRE DEPARTMENT DRIVEWAY TURNAROUND CLEARANCE (CFC SECTION 503) – DRIVEWAY AREA DOES NOT ACCOMMODATE 40' MINIMUM OUTSIDE TURNING RADIUS.
3. FIRE HYDRANT DISTANCE WITHIN 400' OR 600' IF FULLY SPRINKLERED (CFC SECTION 507.5.1) – ACTUAL FIRE HYDRANT IS LOCATED APPROXIMATELY 1,975' AWAY FROM THE PROPERTY LINE.

THE FOLLOWING IS BEING PROPOSED DUE TO THE SCALE OF THE PROJECT:

1. NFPA 13D FIRE SPRINKLER SYSTEM IN GARAGE STRUCTURE ONLY. MAIN RESIDENCE WILL REMAIN UNSPRINKLERED.
2. 2-HOUR FIRE-BARRIER WALL ASSEMBLY AT GARAGE BETWEEN BREEZEWAY (SEE A2.1)
3. 5,000 GALLON FIRE WATER STORAGE POLYETHYLENE TANK (NO PUMP) LOCATED AT LEAST 10'-0" FROM GARAGE STRUCTURE WITH 4"ø UNDERGROUND WATER LINE AND CONNECTION TO A NEW WHARF FIRE HYDRANT LOCATED AT THE NORTHEASTERLY CORNER OF THE PROPERTY ADJACENT TO THE DRIVEWAY ACCESS. IMPACT PROTECTION BOLLARDS ARE SET BETWEEN THE HYDRANT AND DRIVEWAY TO PREVENT ACCIDENTAL DAMAGE. SIGNAGE IS POSTED ON THE WHARF HYDRANT INDICATING IT IS SUPPLIED BY A 5,000 GALLON TANK
4. ADDRESS DIRECTIONAL & IDENTIFICATION SIGNAGE VISABLE FROM THE APPROACHING CORNER (EAST CORNER) OF CYPRESS WAY WHERE THE ROAD SPLITS IN TWO DIRECTIONS (SEE BELOW). LETTERING SHALL BE 12" HIGH BLACK ON WHITE INDICATING "16511 CYPRESS WAY" WITH DIRECTIONAL ARROW.

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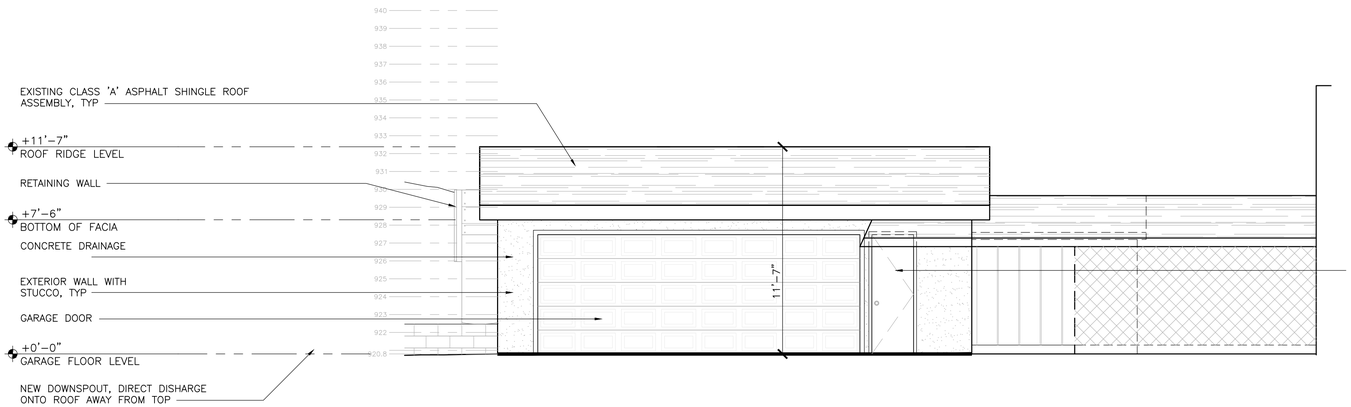
SHEET TITLE

ROOF PLAN & SITE ELEMENTS

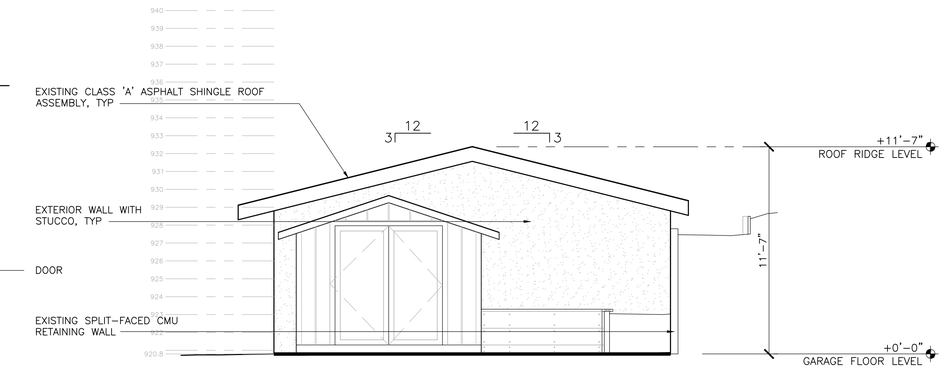
LICENSED ARCHITECT EXP. AUG. 31, 2025 MICHAEL P. HARRIS C32799 STATE OF CALIFORNIA 3/28/25

PROJECT NUMBER: 24111/6285
SCALE: AS NOTED
SHEET: OF
DRAWING NO: A2.2



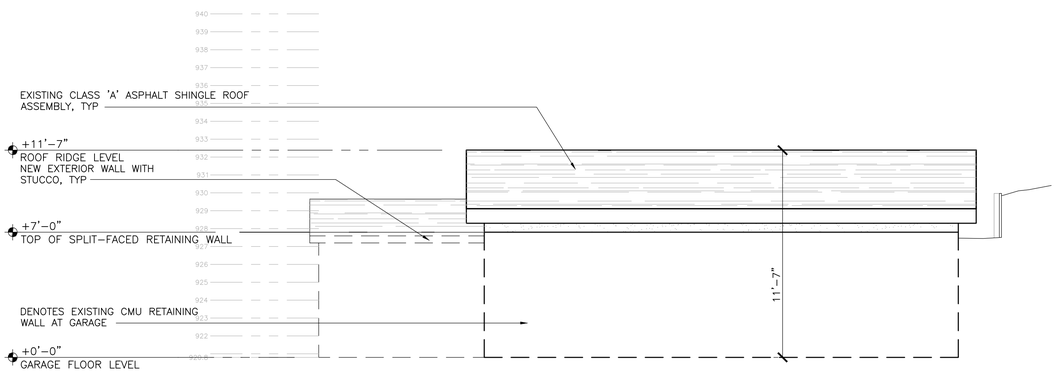
A / A3.0 FRONT EXTERIOR ELEVATION (NORTH)

SCALE: 1/4" = 1'-0"



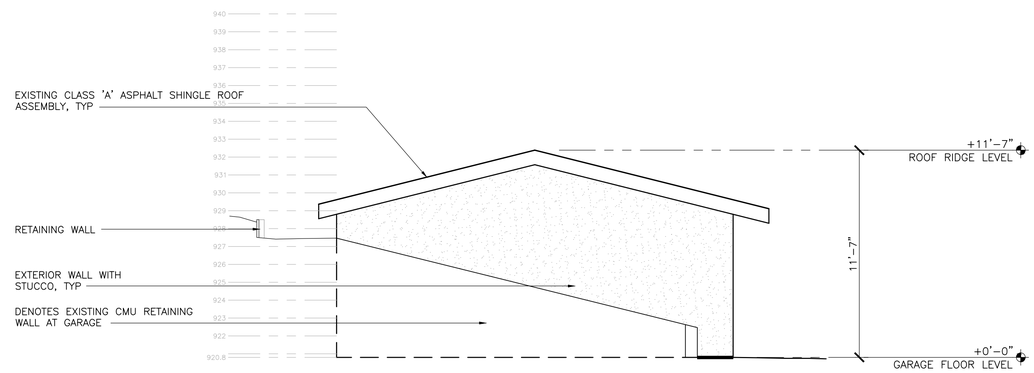
B / A3.0 SIDE EXTERIOR ELEVATION (EAST)

SCALE: 1/4" = 1'-0"



C / A3.0 REAR EXTERIOR ELEVATION (SOUTH)

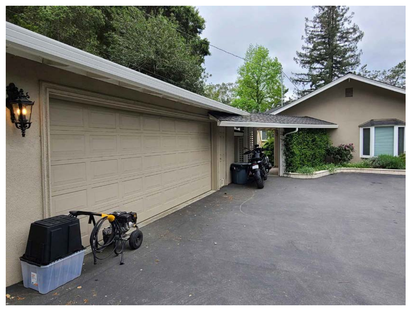
SCALE: 1/4" = 1'-0"



D / A3.0 SIDE EXTERIOR ELEVATION (WEST)

SCALE: 1/4" = 1'-0"

EXTERIOR COLOR SCHEME	
STUCCO:	TAN/EARTH – LRV 69 MODERN STYLE TEXTURE THAT MATCHES MAIN HOUSE
ROOF TILES:	ASPHALT SHINGLES (SEE A2.2) – SRI 18 COLOR: CHARCOAL BLACK
TRIM:	TAN/EARTH THAT MATCHES STUCCO – LRV 69 (STUCCO TRIM TO MATCH STUCCO COLOR)
FASCIA:	WHITE THAT MATCHES MAIN HOUSE – LRV 93
GUTTERS:	WHITE THAT MATCHES MAIN HOUSE – LRV 93
DOWNSPOUTS:	WHITE THAT MATCHES MAIN HOUSE – LRV 93
LATTICE:	WOOD LATTICE PAINTED WHITE



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SHEET TITLE

EXISTING EXTERIOR ELEVATIONS

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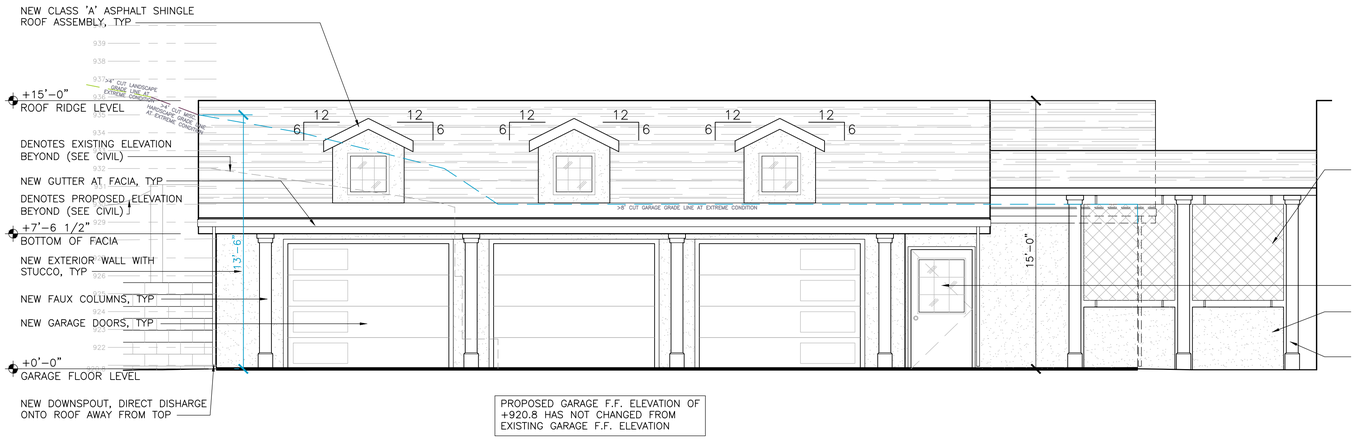
PROJECT NUMBER: 24111/6285

SCALE: AS NOTED

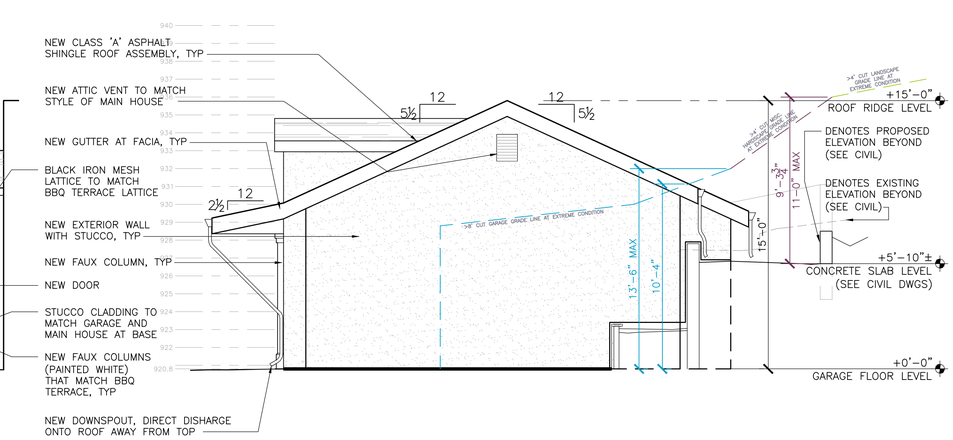
SHEET: OF

DRAWING NO: A3.0



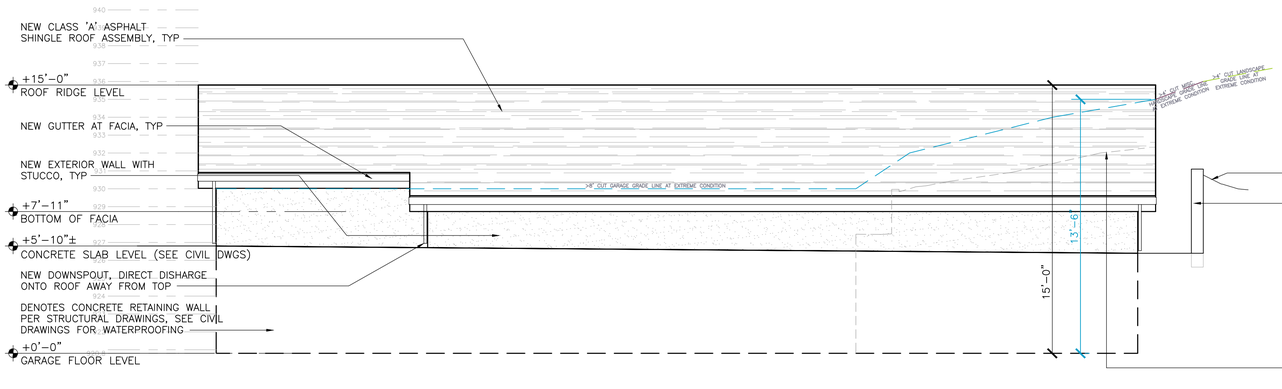
A / A3.1 FRONT EXTERIOR ELEVATION (NORTH)

SCALE: 1/4" = 1'-0"



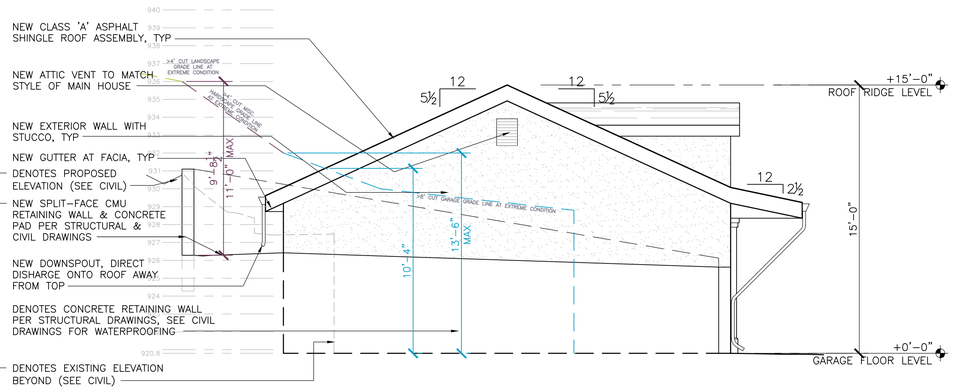
B / A3.1 SIDE EXTERIOR ELEVATION (EAST)

SCALE: 1/4" = 1'-0"



C / A3.1 REAR EXTERIOR ELEVATION (SOUTH)

SCALE: 1/4" = 1'-0"



D / A3.1 SIDE EXTERIOR ELEVATION (WEST)

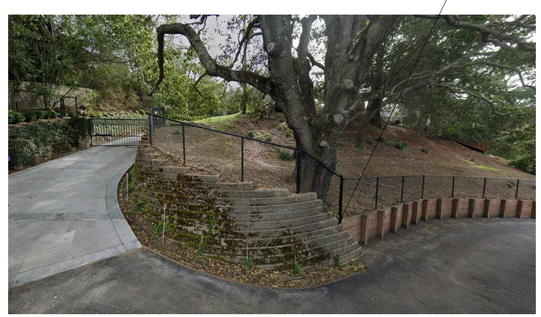
SCALE: 1/4" = 1'-0"

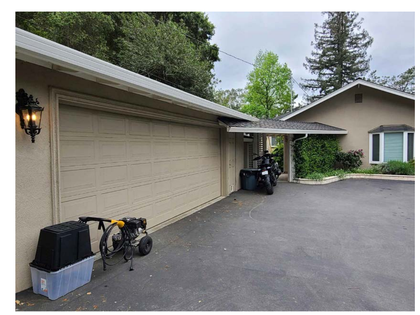
EXTERIOR COLOR SCHEME

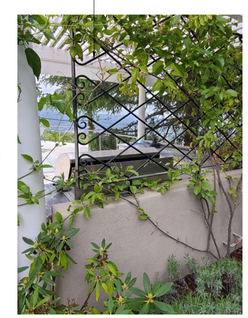
DOOR:	TAN/EARTH (MATCH EXISTING MAIN HOUSE) –LRV 69 FIRE–RATED HOLLOW METAL DOOR & FRAME
GARAGE DOORS:	TAN/EARTH (MATCH STUCCO COLOR) – LRV 69 METAL–CLADDED INSULATED DOOR WITH WOOD TRIM COVERED WITH 20 GA METAL FLASHING & PAINTED TO MATCH FACIA BOARD TRIM
DORMER WINDOWS:	FIRE–RATED & METAL FRAME WITH THERMAL BREAK WHITE TO MATCH MAIN HOUSE – LRV 93 TEMPERED GLAZING WITH ¾" WIDE WINDOW GRILLES
GABLE VENTS:	METAL–PAINTED TO MATCH STUCCO COLOR –LRV 69
FAUX COLUMNS:	STUCCO–CLADDED TO MATCH STUCCO TEXTURE AND COLOR AS THE GARAGE (TAN/EARTH) – LRV 69

EXTERIOR COLOR SCHEME

STUCCO:	TAN/EARTH (MATCH EXISTING MAIN HOUSE) –LRV 69 MODERN STYLE TEXTURE TO MATCH MAIN HOUSE
ROOF TILES:	ASPHALT SHINGLES (SEE A2.2) – SRI 18 COLOR: CHARCOAL BLACK
TRIM:	TAN/EARTH TO MATCH STUCCO – LRV 69 (STUCCO TRIM TO MATCH STUCCO COLOR)
FASCIA:	WHITE TO MATCH MAIN HOUSE – LRV 93
GUTTERS:	WHITE TO MATCH MAIN HOUSE – LRV 93
DOWNSPOUTS:	WHITE TO MATCH MAIN HOUSE – LRV 93
LATTICE (LRV 14):	BLACK IRON TO MATCH BBQ TERRACE LATTICE
RETAINING WALLS: (LRV 30)	CONCRETE AT GARAGE (FULLY CONCEALED) SPLIT–FACE CMU TO MATCH EXISTING ON SITE







ALL PERMANENT EXTERIOR LIGHT FIXTURES SHOULD UTILIZE SHIELDS SO THAT NO BULB IS VISIBLE AND TO ENSURE THAT LIGHT IS DIRECTED TO THE GROUND SURFACE AND DOES NOT SPILL LIGHT ONTO NEIGHBORING PARCELS OR PRODUCE GLARE WHEN SEEN FROM NEARBY HOMES.

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H	PLANNING COMMENTS	10/23/2024
L	SCCFD AMMC	1/24/2025
M	PLANNING COMMENTS	2/13/2025
N	PLANNING COMMENTS	3/5/2025
P	PLANNING COMMENTS	3/17/2025
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R	PLANNING COMMENTS	3/28/2025

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SHEET TITLE

EXTERIOR ELEVATIONS

LICENSED ARCHITECT EXP. AUG. 31, 2025 MICHAEL P. HARRIS C32799 STATE OF CALIFORNIA

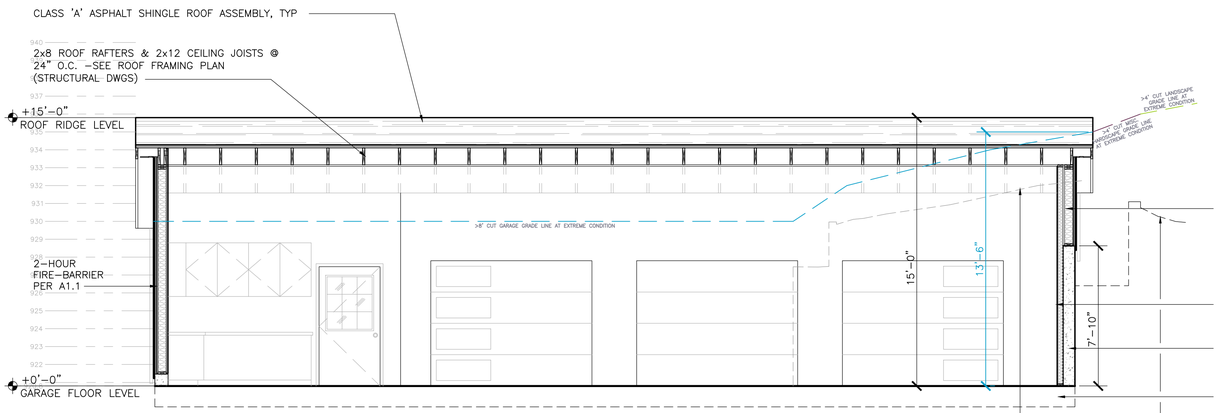
3/28/25

PROJECT NUMBER: 24111/6285

SCALE: AS NOTED

SHEET: OF

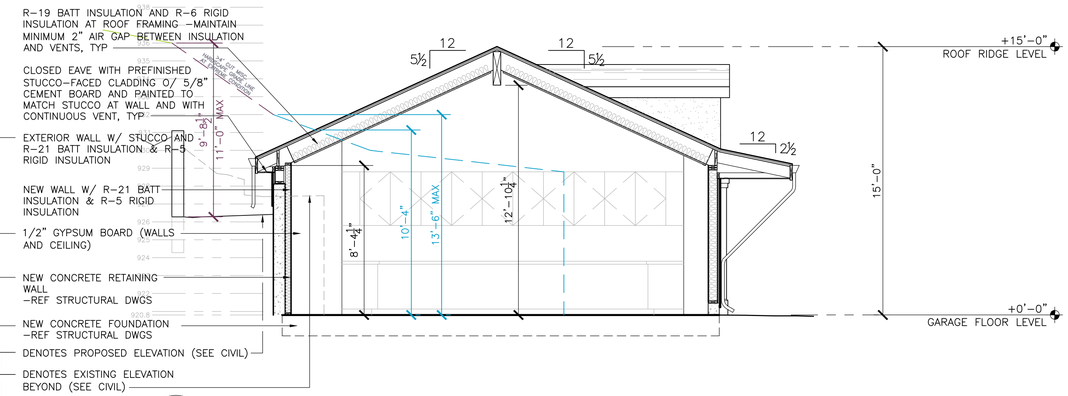
DRAWING NO: A3.1



A A3.2 BUILDING SECTION

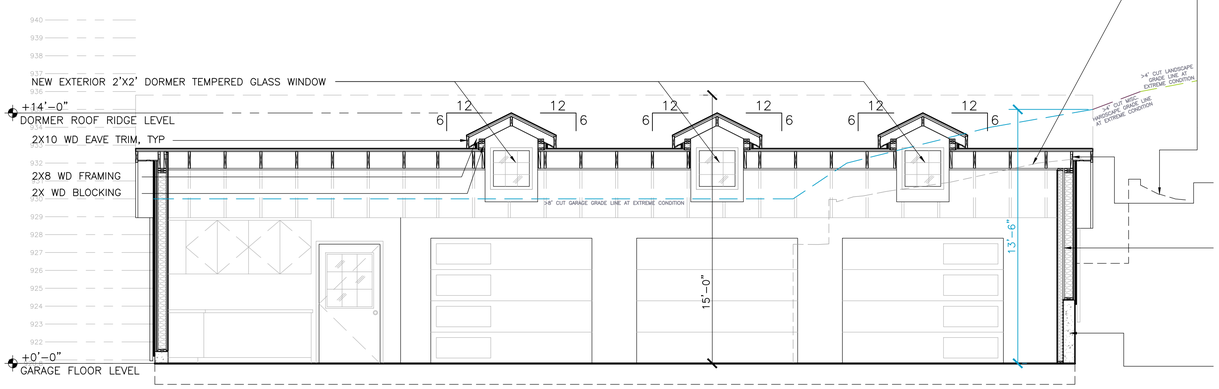
SCALE: 1/4" = 1'–0"

NOTE APPLYING TO ALL SECTIONS:
ALL PERMANENT EXTERIOR LIGHT FIXTURES SHOULD UTILIZE SHIELDS SO THAT NO BULB IS VISIBLE AND TO ENSURE THAT LIGHT IS DIRECTED TO THE GROUND SURFACE AND DOES NOT SPILL LIGHT ONTO NEIGHBORING PARCELS OR PRODUCE GLARE WHEN SEEN FROM NEARBY HOMES.



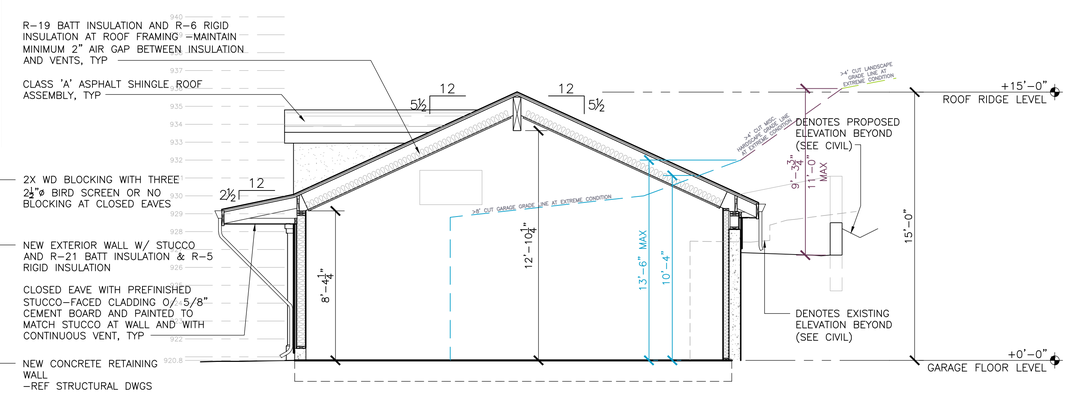
B A3.2 BUILDING SECTION

SCALE: 1/4" = 1'–0"



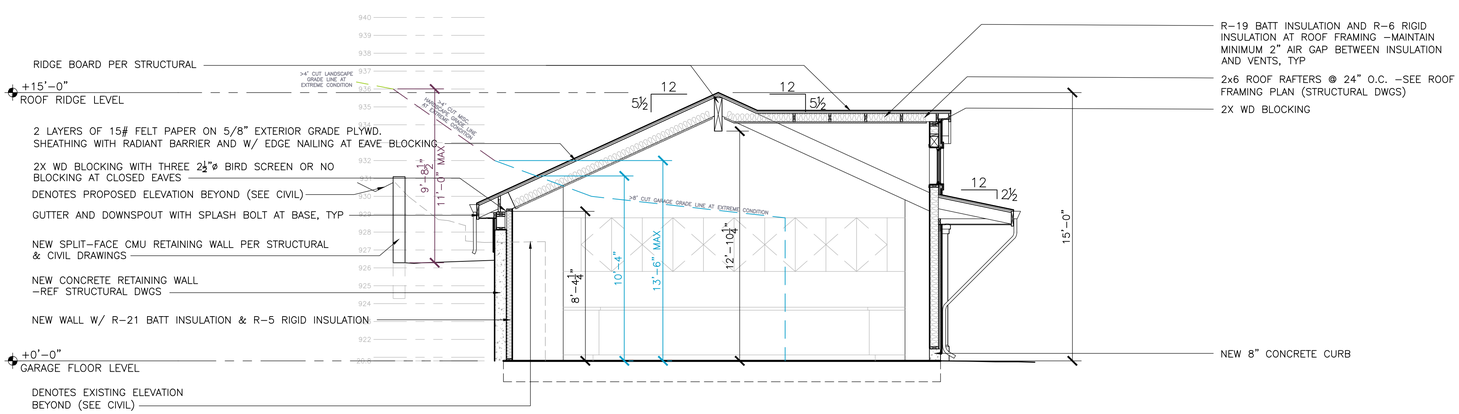
C A3.2 BUILDING SECTION WITH DORMERS

SCALE: 1/4" = 1'–0"



D A3.2 BUILDING SECTION

SCALE: 1/4" = 1'–0"



E A3.2 BUILDING SECTION

SCALE: 1/4" = 1'–0"

BAY AREA BUILDERS INCORPORATED
main office: (408) 648-4500
fax: (408) 588-0095
CA license: B-443949
3360 De La Cruz Boulevard
Santa Clara, CA 95054
www.ba-builders.com

PROJECT TITLE

Garage & Breezeway Replacement

KOLANDER RESIDENCE

16511 Cypress Way | Los Gatos, California 95030

REVISIONS		
F	PLANNING SUBMITTAL	7/30/2024
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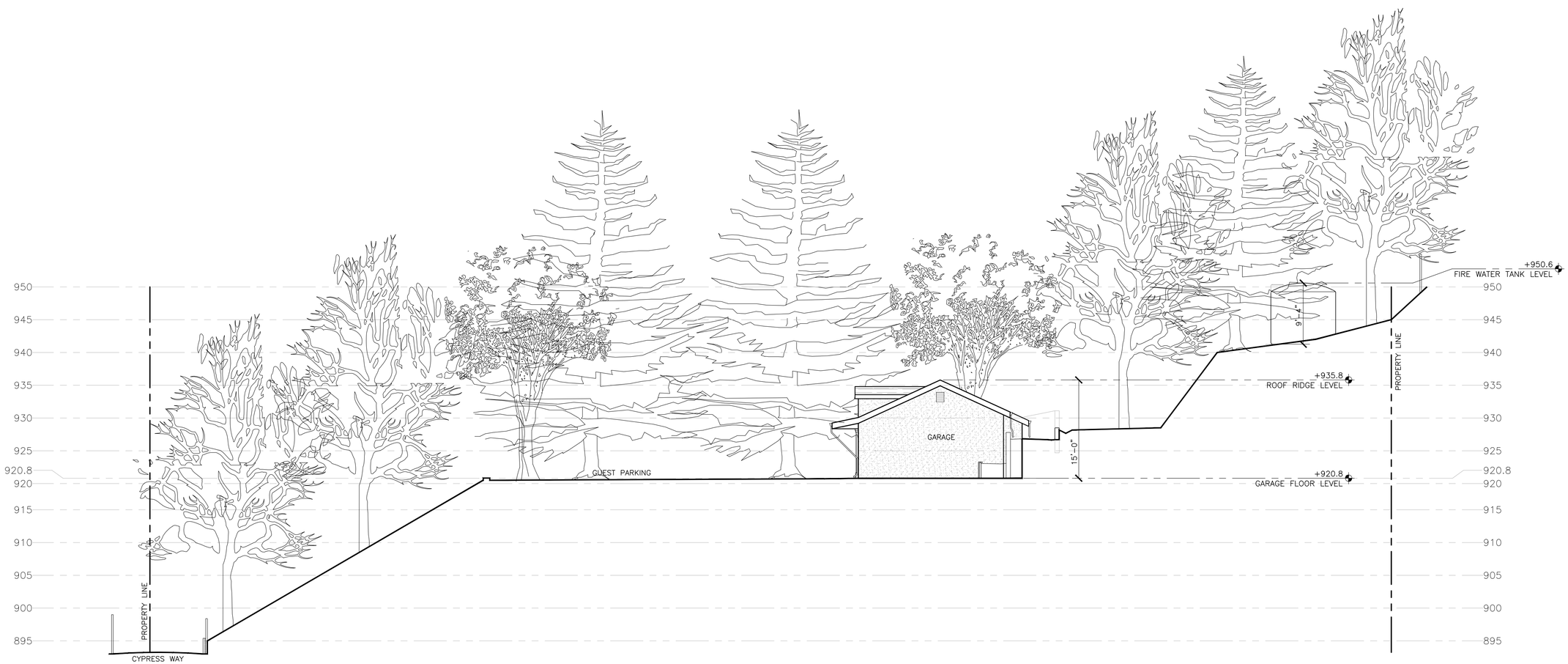
BUILDING SECTIONS

LICENSED ARCHITECT EXP. AUG. 31, 2025 MICHAEL P. HARRIS C32799 STATE OF CALIFORNIA 3/28/25

PROJECT NUMBER: 24111/6285
SCALE: AS NOTED
SHEET: OF
DRAWING NO: A3.2



A
A3.3

OVERALL SITE SECTION

SCALE: 1/8" = 1'-0"

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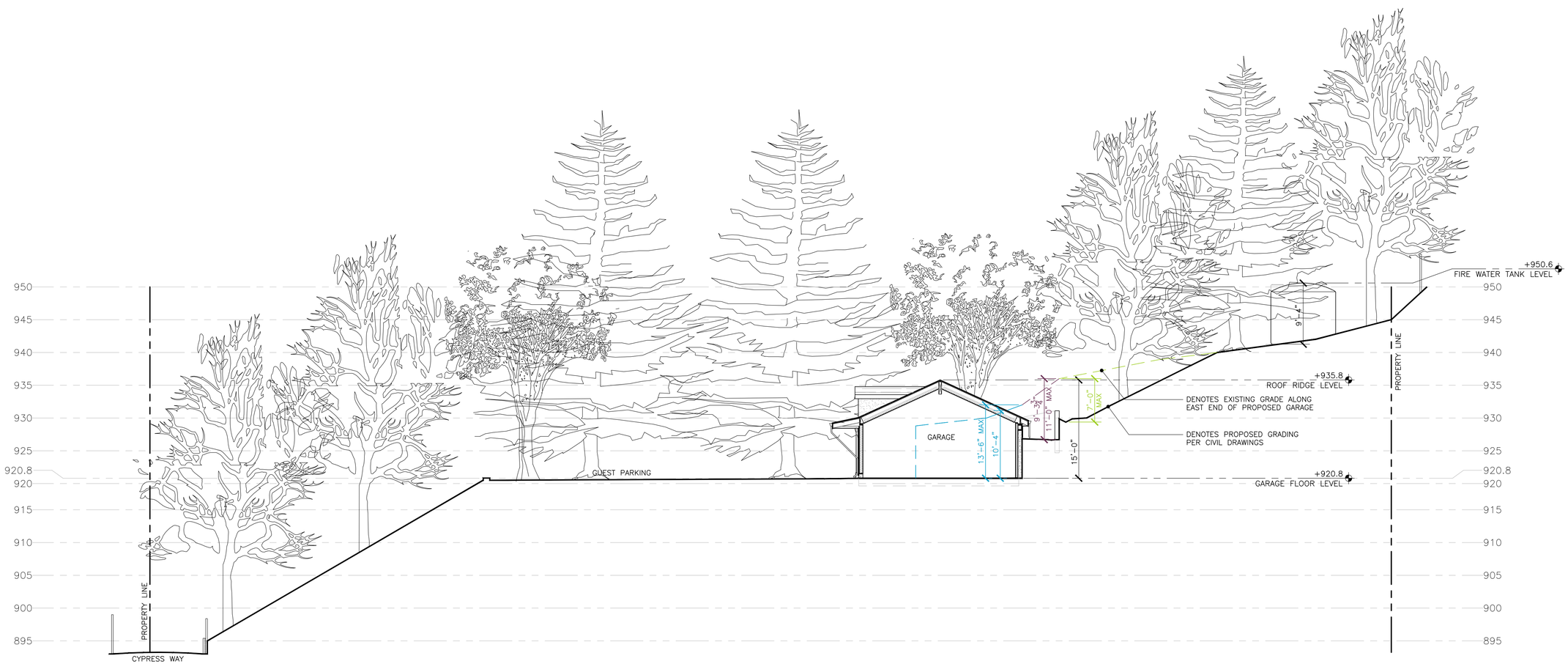
SHEET TITLE

OVERALL
SITE SECTION

LICENSED ARCHITECT
EXP. AUG. 31, 2025
MICHAEL P. HARRIS
C32799
STATE OF CALIFORNIA
3/28/25

PROJECT NUMBER: 24111/6285
SCALE: AS NOTED
SHEET: OF
DRAWING NO: A3.3



B
A3.4

OVERALL SITE SECTION

SCALE: 1/8" = 1'-0"

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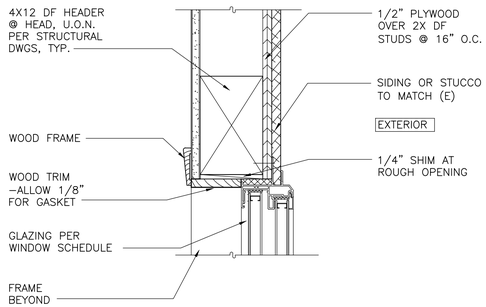
SHEET TITLE

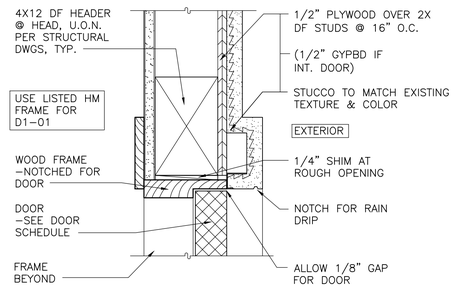
OVERALL
SITE SECTION

LICENSED ARCHITECT
EXP. AUG. 31, 2025
MICHAEL P. HARRIS
C32799
STATE OF CALIFORNIA
3/28/25

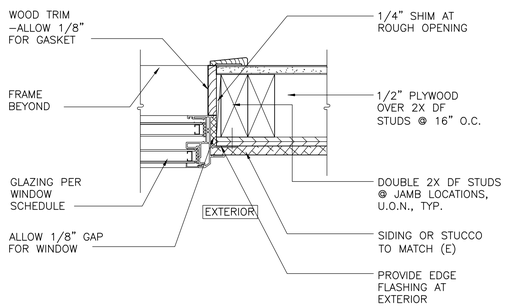
PROJECT NUMBER: 24111/6285
SCALE: AS NOTED
SHEET: OF
DRAWING NO: A3.4



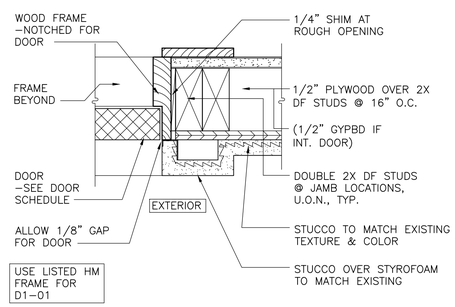
5 A7.1 WINDOW HEAD DETAIL
SCALE: 3" = 1'–0"



1 A7.1 DOOR HEAD DETAIL
SCALE: 3" = 1'–0"



6 A7.1 WINDOW JAMB DETAIL
SCALE: 3" = 1'–0"



2 A7.1 DOOR JAMB DETAIL
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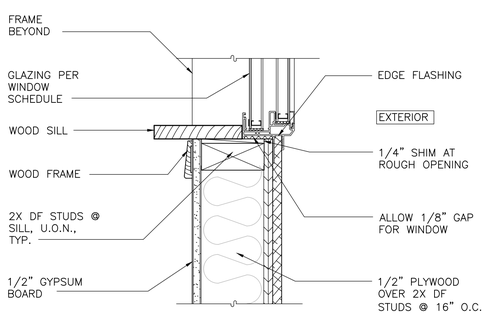
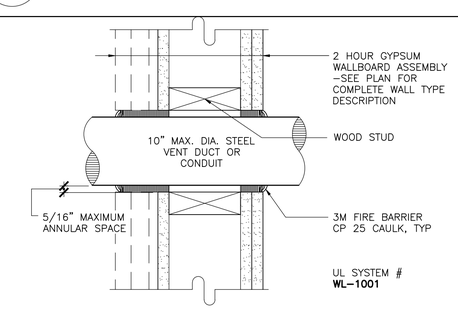
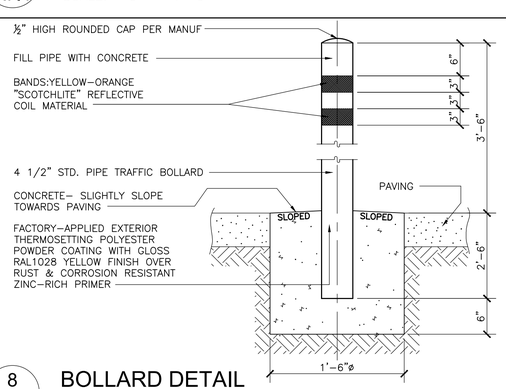


7 A7.1 WINDOW SILL DETAIL
SCALE: 3" = 1'–0"

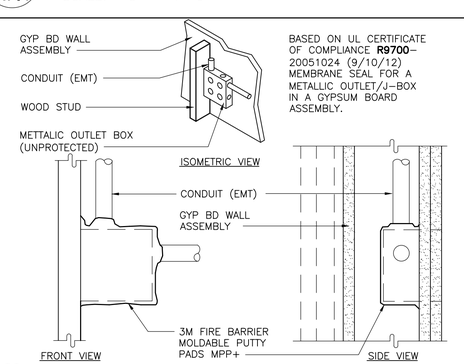


NOTE: FOR INSULATED CONDUIT PENETRATIONS (SIM) REFER TO UL SYSTEM #WL–5001 (MAXIMUM 1" FIBERGLASS PIPE INSULATION); FOR CABLE PENETRATIONS, REFER TO UL SYSTEM #WL–3001

3 A7.1 PENETRATION DETAIL AT WALL
SCALE: 3" = 1'–0"



8 A7.1 BOLLARD DETAIL
SCALE: NTS



4 A7.1 ELECTRICAL OUTLET/J-BOX
SCALE: NTS

DOOR SCHEDULE

DOOR #	SIZE	TYPE		MATERIAL		DETAILS			HDWR GROUP	FIRE RATING	VISION PNL LABEL	GLAZING LABEL	ACOUSTIC RATING	REMARKS
		DR	FR	DR	FR	HD	JB	SL						
D1–01	3'–6"W x 6'–8"H	A	1	MTL	HM	1/A7.1	2/A7.1	–	1	90	D–H–90	–	–	MAX U–VALUE = 0.20 STANDARD MAX U–VALUE = 0.23 WEIGHTED VALUE
D1–02	9'–0"W x 7'–0"H	D	2	MTL	WD	1/A7.1	2/A7.1	–	2	–	–	–	–	SKYFOLD GARAGE DOOR WITH AUTOMATIC OPENER
D1–03	9'–0"W x 7'–0"H	B	2	MTL	WD	1/A7.1	2/A7.1	–	2	–	–	–	–	SKYFOLD GARAGE DOOR WITH AUTOMATIC OPENER
D1–04	9'–0"W x 7'–0"H	C	2	MTL	WD	1/A7.1	2/A7.1	–	2	–	–	–	–	SKYFOLD GARAGE DOOR WITH AUTOMATIC OPENER

DOOR NOTES:

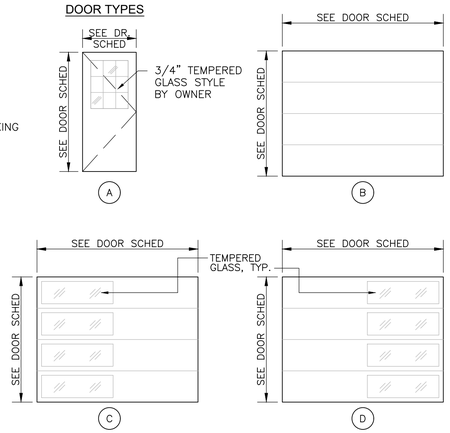
1. PAINT ALL DOORS & FRAMES. DO NOT PAINT OVER DOOR & FRAME LABELS.
2. ALL EXTERIOR DOORS (OR DOORS AT PERIMETER OF CONDITIONED SPACES) SHALL BE SOLID CORE (OR METAL CLADDED) WITH A MAX U–VALUE OF 0.50 UNLESS OTHER SPECIFIED ON DOOR SCHEDULE AND ALL INTERIOR DOORS AND FRAMES SHALL MATCH EXISTING. FOR DOORS WITH MAX U–VALUE OF 0.20 SPECIFICATION, THIS APPLIES TO DOORS WITH NO VISION PANEL OR UP TO 25% OF THE DOOR. FOR DOORS WITH VISION PANELS EXCEED 25% OF THE DOOR TO 50%, MAX WEIGHTED U–VALUE SHALL BE 0.23 (2019 T24 BUILDING ENERGY EFFICIENCY STANDARDS SECTION 150.1(C).5).
3. ALL EXTERIOR DOORS SHALL BE 1 3/4" THICK AND ALL INTERIOR DOORS SHALL BE 1 3/8" THICK U.O.N.
4. ALL EXTERIOR DOOR FRAMES SHALL BE PER ELEVATIONS.
5. PROVIDE JAMB & HEAD CLEARANCE OF 1/8" MAX. BOTTOM CLEARANCE SHALL NOT EXCEED 3/8" FOR SINGLE DOORS, AND 1/4" FOR PAIRS OF DOORS.
6. ALL FIRE–RATED DOORS SHALL BE SELF–CLOSING AND PROVIDED WITH SMOKE SEALS. IN ADDITION, BOTH THE DOOR AND FRAME SHALL BEAR AN "S" LABEL INDICATING RATING, TEST METHOD, AND SMOKE RESISTANCE.
7. ALL GLAZING IN DOORS SHALL BE OF TEMPERED GLASS, EXCEPT FOR FIRE–RATED DOORS SHALL BE OF LISTED FIRE GLASS. ALL EXTERIOR DOOR GLAZING SHALL MEET THE U–VALUE, SHGC AND VT VALUES OF WINDOWS AND SHALL CONTAIN A NFRC LABEL.
8. COORDINATE ROUGH OPENING SIZES WITH DOOR MANUF. RECOMMENDATIONS.
9. ALL EXTERIOR DOORS SHALL HAVE A 1" MAX. HT THRESHOLD.
10. ALL EXTERIOR KNOB SETS SHALL BE SCHLAGE COMMERCIAL GRADE 1 OR BETTER. ALL INTERIOR KNOB SETS SHALL BE SCHLAGE COMMERCIAL GRADE 2 OR BETTER. AT KEYED LOCATIONS, MODIFY LOCKSET SO THAT IT MATCHES ALL OTHER EXISTING EXTERIOR DOOR LOCKS.
11. ALL DOOR HARDWARE SHALL BE ANTIQUE BRASS 609/US5.
12. ALL NEW LOCKING DOOR HARDWARE SHALL BE KEYED TO MATCH MAIN RESIDENCE MASTER KEY.
13. GARAGE DOORS SHALL HAVE A SKYFOLD OPENING ACTION (RATHER THAN STANDARD GLIDING – CHECK CLEAR HEIGHT ABOVE DOOR FOR ACCOMMODATION) SIMILAR BY "CLOPAY" MODERN STEEL COLLECTION 2" THICK POLYURETHANE (R–18.4) #9208 MODERN FLUSH WITH STUCCO TEXTURE (OR COILING MOTORIZED DOOR OR CUSTOM VERTISTAK CONFIGURATION WITH LOW PROFILE HOOD). COLOR SHALL MATCH THE ADJACENT STUCCO (ULTRA–GRAIN). ONE DOOR SHALL HAVE SOLID PANELS IN ALL 4 SECTIONS, THE OTHER DOORS SHALL HAVE LONG WINDOWS WITH FROSTED TEMPERED GLAZING AND SOLID COMBINATION (SOL–GL) IN ALL 4 SECTIONS. INSTALL WEATHER STRIPPING AROUND PERIMETER AND BOTTOM SEALS.
14. **GARAGE DOOR JAMBS AND HEADERS SHALL BE COVERED WITH 20 GA METAL FLASHING.**

HARDWARE GROUPS:

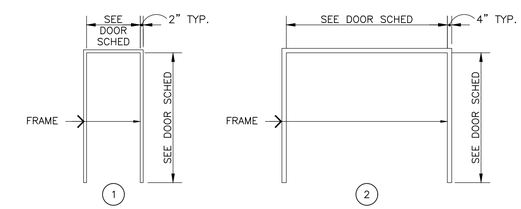
GROUP 1: (EXTERIOR DOOR)
1 1/2 PAIRS OF BUTTS
1 KNOB LOCKSET (ENTRY DOOR LOCK)
1 DEADBOLT
1 CONCEALED DOOR BOTTOM
1 SET SMOKE SEAL CONTINUOUS
1 THRESHOLD
1 DOOR STOP
– OPTION: KEYLESS TOUCHSCREEN LOCKING

GROUP 2: (GARAGE DOOR)
1 SET HARDWARE PER MANUF.
1 SET AUTOMATIC OPENER
1 SET PERIMETER WEATHER STRIPPING WITH A V–2 FLAMMABLE RATING OR BETTER (UL 94)
1 SET BOTTOM SEALS

DOOR TYPES



FRAME TYPES



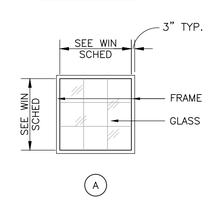
WINDOW SCHEDULE

WIN #	SIZE	TYPE		DETAILS			GLAZING					FIRE RATING	LABEL TYPE	ACOUSTIC RATING	REMARKS
		FR	MAT	HD	JB	SL	LOW–E DBL GL	TEMPERED	MAX U_{FACTOR}	MAX SHGC	MAX VT				
W1–01	2'–0"W x 2'–0"H	A	MTL	5/A7.1	6/A7.1	7/A7.1	YES	YES	0.29	0.19	–	20	–	–	FIXED WINDOW WITH MTL THERMAL BREAK FRAME
W1–02	2'–0"W x 2'–0"H	A	MTL	5/A7.1	6/A7.1	7/A7.1	YES	YES	0.29	0.19	–	20	–	–	FIXED WINDOW WITH MTL THERMAL BREAK FRAME
W1–03	2'–0"W x 2'–0"H	A	MTL	5/A7.1	6/A7.1	7/A7.1	YES	YES	0.29	0.19	–	20	–	–	FIXED WINDOW WITH MTL THERMAL BREAK FRAME

WINDOW NOTES:

1. ALL NEW WINDOWS SHALL BE BY "MILGARD" TUSCANY (OR MONTECITO) 8225T SUNCOATMAX TEMPERED LOW–E (OR APPROVED EQUAL) AND HAVE A NFRC LABEL RATING COMPLYING WITH OR EXCEEDING THE PERFORMANCE RATINGS IN THE WINDOW SCHEDULE. WINDOW GRILLES SHALL HAVE A PATTERN THAT MATCHES THE ELEVATIONS AND 3/4" IN WIDTH (STANDARD). INTERIOR AND EXTERIOR COLOR SHALL BE WHITE.
2. ALL EXTERIOR WINDOW FRAMES SHALL BE PER ELEVATIONS.

WINDOW TYPES:



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PROJECT TITLE

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KOLANDER RESIDENCE
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SHEET TITLE

DOOR & WINDOW SCHEDULES AND DETAILS

LICENSED ARCHITECT
EXP. AUG. 31, 2025
MICHAEL P. HARRIS
C32799
STATE OF CALIFORNIA
3/28/25

PROJECT NUMBER: 24111/6285
SCALE: AS NOTED
SHEET: OF
DRAWING NO: A7.1

GENERAL NOTES

1. THE CONTRACTOR SHALL MAKE A DETAILED AND THOROUGH STUDY OF THESE PLANS IN THEIR ENTIRETY PRIOR TO ANY WORK ON THE JOBSITE. THE CONTRACTOR IS TO VERIFY ALL EXISTING CONSTRUCTION CONDITIONS AND IS TO COORDINATE THESE DRAWINGS WITH ALL OTHER TRADE DISCIPLINES FOR THE COMPLETED WORK. THE CONTRACTOR IS ALSO TO UNDERSTAND THAT ANY FEATURE OF CONSTRUCTION NOT FULLY SHOWN OR DETAILED SHALL BE OF THE SAME TYPE AS SHOWN FOR SIMILAR CONDITIONS.

2. THE CONTRACTOR SHALL IMMEDIATELY REPORT TO THE ENGINEER ANY DISCREPANCY OCCURRING ON THE DRAWINGS OR FOUND IN HIS COORDINATION WORK. NO CHANGES IN APPROVED PLANS SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE PROJECT ENGINEER AND THE TOWN OF LOS GATOS.

3. ANY REQUEST FOR ALTERATIONS OR SUBSTITUTIONS MUST BE PRESENTED DIRECTLY TO THE PROJECT ENGINEER, ACCOMPANIED BY A DETAILED SKETCH, FOR REVIEW, BEFORE ANY APPROVAL WILL BE GIVEN AND BEFORE PROCEEDING WITH THE WORK. ABSOLUTELY NO ALTERATIONS OF THESE DOCUMENTS OF ANY KIND WILL BE APPROVED ON ANY SHOP DRAWINGS.

4. ALL CONSTRUCTION SHALL CONFORM TO THE APPLICABLE PROVISIONS OF THE STATE OF CALIFORNIA STANDARD SPECIFICATIONS (CALTRANS), LATEST EDITION, THE TOWN OF LOS GATOS DESIGN CRITERIA AND ALL APPLICABLE CODES AND ORDINANCES.

5. THE LOCATIONS OF EXISTING UTILITIES AS SHOWN ON THE PLANS WERE OBTAINED FROM RECORD DRAWINGS AND MAY NOT REPRESENT TRUE LOCATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH OF THESE UTILITIES PRIOR TO CONSTRUCTION, AND TO NOTIFY THE PROJECT ENGINEER IN CASE OF CONFLICT.

6. THE CONTRACTOR SHALL SECURE ALL REQUIRED CONSTRUCTION PERMITS FROM THE TOWN OF LOS GATOS PRIOR TO THE START OF WORK.

7. CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, 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; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD PROJECT ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY RISING FROM THE SOLE NEGLIGENCE OF THE PROJECT ENGINEER.

8. GRADING SHALL BE DONE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL INVESTIGATIONS AND THE REQUIREMENTS OF THE TOWN OF LOS GATOS.

9. THE CONTRACTOR SHALL NOTIFY THE TOWN'S GRADING INSPECTOR, GEOTECHNICAL ENGINEER, THE CIVIL ENGINEER, & THE TOWN'S CONSTRUCTION ENGINEER AT LEAST 48 HOURS PRIOR TO TO THE START OF CONSTRUCTION.

10. WORK SHALL BE LIMITED TO 8:00 A.M. TO 5:00 PM WEEKDAYS. NON-NOISE PRODUCING ACTIVITIES, SUCH AS INTERIOR PAINTING, SHALL NOT BE SUBJECT TO THIS RESTRICTION.

11. NO LAND CLEARING, GRADING OR EXCAVATING SHALL TAKE PLACE BETWEEN OCTOBER 15 AND APRIL 15 UNLESS THE PLANNING DIRECTOR APPROVES A SEPARATE WINTER EROSION CONTROL PLAN.

12. BETWEEN OCTOBER 15 AND APRIL 15, EXPOSED SOIL SHALL BE PROTECTED FROM EROSION AT ALL TIMES. DURING CONSTRUCTION SUCH PROTECTION MAY CONSIST OF MULCHING AND/OR PLANTING OF NATIVE VEGETATION OF ADEQUATE DENSITY. BEFORE COMPLETION OF THE PROJECT, ANY EXPOSED SOIL ON DISTURBED SLOPES SHALL BE PERMANENTLY PROTECTED FROM EROSION.

13. THE CONTRACTOR SHALL APPLY WATER TO ALL EXPOSED EARTH SURFACES AT INTERVALS SUFFICIENT TO PREVENT AIRBORNE DUST FROM LEAVING THE PROJECT SITE. ALL EXPOSED EARTH SHALL BE WATERED DOWN AT THE END OF THE WORK DAY.

14. WHILE IN TRANSIT TO AND FROM THE PROJECT SITE, ALL TRUCKS TRANSPORTING FILL SHALL BE EQUIPPED WITH TARPS.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF CONSTRUCTION QUANTITIES PRIOR TO BIDDING ON ANY ITEM. QUANTITY REFERENCES SHOWN ON THESE PLANS, OR ENGINEER'S ESTIMATES ARE FOR ESTIMATING PURPOSES ONLY AND SHALL NOT BE CONSIDERED AS A BASIS FOR CONTRACTOR PAYMENT. CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY FLUCTUATIONS IN SUCH QUANTITIES AND ESTIMATES.

16. THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO, OR USES OF, THESE PLANS. ALL CHANGES MUST BE IN WRITING AND MUST BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION.

17. UNDERGROUND UTILITY LOCATIONS SHOWN ARE COMPILED FROM INFORMATION SUPPLIED BY UTILITY AGENCIES, AND ARE APPROXIMATE ONLY. CONTRACTOR SHALL VERIFY LOCATIONS OF AFFECTED UTILITY LINES PRIOR TO ANY TRENCHING OR EXCAVATING AND POTHOLE THOSE AREAS WHERE POTENTIAL CONFLICTS EXIST OR WHERE DATA IS OTHERWISE INCOMPLETE. FOR LOCATION, CALL USA 1-800-624-1444.

18. ANY EXISTING UTILITIES THAT ARE REQUIRED TO BE RELOCATED AS A PART OF THIS CONSTRUCTION SHALL BE RELOCATED AT THE OWNER'S EXPENSE.

EARTHWORK AND GRADING

1. WORK SHALL CONSIST OF ALL CLEARING, GRUBBING, STRIPPING, PREPARATION OF LAND TO BE FILLED, EXCAVATION, SPREADING, COMPACTION AND CONTROL OF FILL, AND ALL SUBSIDIARY WORK NECESSARY TO COMPLETE THE GRADING TO CONFORM TO THE LINES, GRADES, AND SLOPES, AS SHOWN ON THE APPROVED PLANS.

2. ALL GRADING OPERATIONS SHALL CONFORM TO SECTION 19 OF THE CALTRANS STANDARD SPECIFICATIONS, AND SHALL ALSO BE DONE IN CONFORMANCE WITH THE REQUIREMENTS OF THE TOWN OF LOS GATOS. THE MOST STRINGENT GUIDELINE SHALL PREVAIL.

3. REFERENCE IS MADE TO THE GEOTECHNICAL INVESTIGATIONS BY C2EARTH, INC., ENTITLED "GEOTECHNICAL STUDY FOR THE PROPOSED GARAGE REPLACEMENT FOR THE KOLANDER PROPERTY AT 16511 CYPRESS WAY IN LOS GATOS," DATED JUNE 2024. THE CONTRACTOR SHALL MAKE A THOROUGH REVIEW OF THIS REPORT AND SHALL FOLLOW ALL RECOMMENDATIONS THEREIN. THE CONTRACTOR SHALL CONTACT C2EARTH, INC. FOR ANY CLARIFICATIONS NECESSARY PRIOR TO PROCEEDING WITH THE WORK.

4. THE CONTRACTOR SHALL GRADE TO THE LINE AND ELEVATIONS SHOWN ON THE PLAN AND SHALL SECURE THE SERVICES OF A LICENSED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER TO PROVIDE STAKES FOR LINE AND GRADE.

5. THE GEOTECHNICAL ENGINEER SHOULD BE NOTIFIED AT LEAST FOUR (4) DAYS PRIOR TO ANY SITE CLEARING AND GRADING OPERATIONS.

6. STRIPPED AREAS SHOULD BE SCARIFIED TO A DEPTH OF ABOUT 6", WATER-CONDITIONED TO BRING THE SOILS WATER CONTENT TO ABOUT 2% ABOVE THE OPTIMUM, AND COMPACTED TO A DENSITY EQUIVALENT TO AT LEAST 90% OF THE MAXIMUM DRY DENSITY OF THE SOIL ACCORDING TO ASTM D1557 (LATEST EDITION). SUBGRADES AND AGGREGATE BASE ROCK FOR PAVEMENTS SHOULD BE COMPACTED TO A MINIMUM OF 95%.

7. ENGINEERED FILL SHOULD BE PLACED IN THIN LIFTS NOT EXCEEDING 8" IN LOOSE THICKNESS, MOISTURE CONDITIONED, AND COMPACTED TO AT LEAST 90% RELATIVE COMPACTION.

8. MATERIAL USED FOR ENGINEERED FILL SHALL MEET THE REQUIREMENTS OF THE AFOREMENTIONED REPORTS BY C2EARTH, INC..

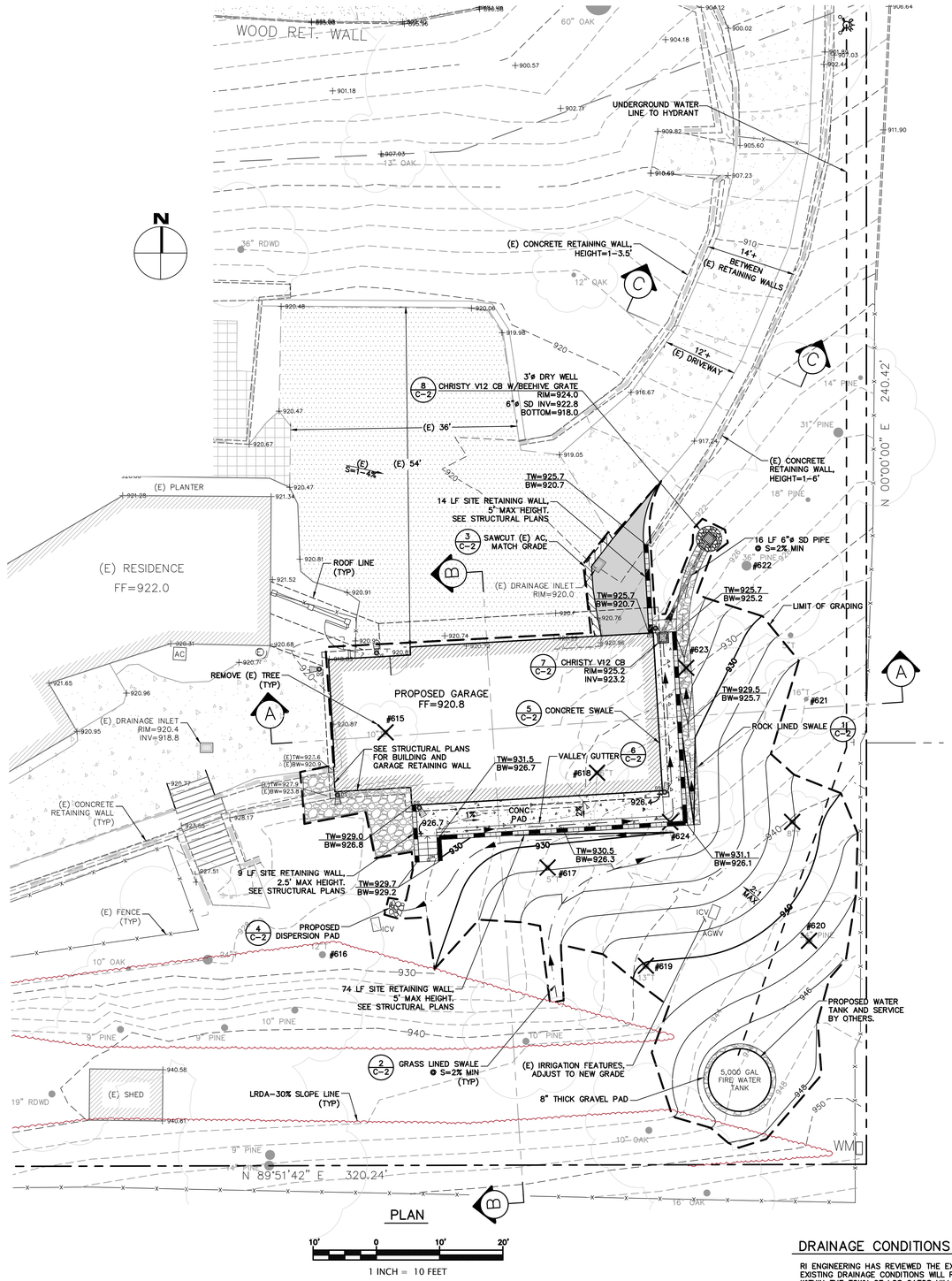
9. IMPORTED FILL MATERIAL USED AS ENGINEERED FILL FOR THE PROJECT SHALL MEET THE REQUIREMENTS OF THE AFOREMENTIONED GEOTECHNICAL INVESTIGATION.

10. ALL FILL MATERIAL SHALL BE APPROVED BY THE PROJECT GEOTECHNICAL ENGINEER PRIOR TO JOBSITE DELIVERY AND PLACEMENT. NO EARTHWORK OPERATIONS SHALL BE PERFORMED WITHOUT THE DIRECT OBSERVATION AND APPROVAL OF THE GEOTECHNICAL ENGINEER.

11. BARE GROUND WITHIN 10' OF FOUNDATIONS SHALL BE SLOPED AWAY @ 5% MINIMUM OR 2% MINIMUM FOR PAVED SURFACES.

IMPERVIOUS AREA CALCULATIONS

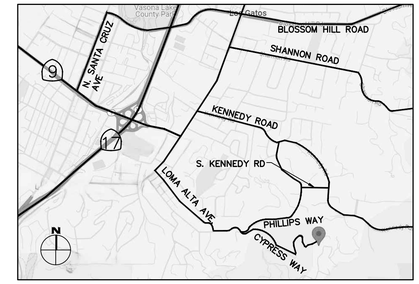
EXISTING TO BE REMOVED:		
	GARAGE:	587 SF
	SHED:	96 SF
	CONCRETE:	190 SF
	TOTAL:	873 SF
PROPOSED IMPROVEMENTS:		
	GARAGE:	1,239 SF
	CONCRETE:	265 SF
	AC PAVING:	134 SF
	TOTAL:	1,638 SF
TOTAL CREATED AND/OR REPLACED IMPERVIOUS AREA: 873 SF + 1,638 SF = 2,511 SF		
TOTAL INCREASE IN IMPERVIOUS AREA: 1,638 SF − 873 SF = 765 SF		



PLAN

10' 0 10' 20'

1 INCH = 10 FEET



VICINITY MAP

NTS

ABBREVIATIONS

BW	BOTTOM OF WALL
CONC	CONCRETE
DI	DRAINAGE INLET
DIA, ø	DIAMETER
DS	DOWNSPOUT
(E)	EXISTING
EL	ELEVATION
FF	FINISH FLOOR
FG	FINISH GRADE
FS	FIRE SERVICE
HP	HIGH POINT
INV	INVERT
LF	LINEAR FEET
MAX	MAXIMUM
N.T.S.	NOT TO SCALE
RW	RETAINING WALL
RIM	RIM ELEVATION
S	SLOPE
SSCO	SANITARY SEWER CLEANOUT
TYP	TYPICAL
TW	TOP OF WALL
WS	WATER SERVICE

LEGEND

- (E) AC
- (E) CONCRETE
- (E) TILE PAVING
- PROPOSED AC
- PROPOSED CONCRETE
- PROPOSED GRAVEL
- 450 / 449 MAJOR / MINOR (E) GRADE CONTOUR LINES
- (E) RETAINING WALL
- (E) BUILDING TO REMAIN
- LEAST RESTRICTIVE DEVELOPMENT AREA (LRDA)
- TREE TO REMAIN
- TREE TO BE REMOVED
- #622 TREE NUMBER ASSIGNED BY ARBORIST
- PROPERTY LINE
- PROPOSED LIMIT OF GRADING
- PROPOSED RETAINING WALL
- PROPOSED SAWCUT
- PROPOSED GRASS SWALE
- PROPOSED ROCK SWALE
- 450 / 449 MAJOR / MINOR PROPOSED CONTOUR LINES
- PROPOSED SD

APPROXIMATE EARTHWORK QUANTITIES

AVERAGE SLOPE:~32%	EARTHWORK (CY)		MAX CUT/FILL DEPTH (FT)		(CY)	
SITE ELEMENT	CUT	FILL	CUT	FILL	IMPORT	EXPORT
LANDSCAPE	236	0	7	–	0	236
MISC. HARDSCAPE	57	0	11	–	0	57
GARAGE	122	0	13.5	–	0	122
TOTAL	415	0			0	415

*LANDSCAPE INCLUDES GRADING SOUTH OF GARAGE.
*MISC. HARDSCAPE INCLUDES CONCRETE PAD AND RETAINING WALL GRADING.

POST CONSTRUCTION STORM DRAIN SYSTEM MAINTENANCE SCHEDULE

ITEM	INTERVAL	INSPECTION	REPAIR
SWALES	ANNUAL	1. WASHOUTS 2. MISPLACED ROCK 3. ACCUMULATION OF TRASH & DEBRIS	1. REPLACE TRANSPORTED ROCK 2. REMOVE TRASH & DEBRIS

STORM DRAIN SYSTEM MAINTENANCE

THE HOME OWNER IS RESPONSIBLE FOR MAINTAINING THE STORM DRAINAGE SYSTEM AND ALL COMPONENTS. EVERY YEAR, PRIOR TO THE WET WEATHER SEASON (OCTOBER 15TH) ALL THE CATCH BASINS AND STORM DRAIN CLEANOUTS SHALL BE INSPECTED AND CLEANED OF ANY DEBRIS, SILT, TRASH AND SEDIMENT.

STORM DRAINAGE NOTES

1. DISCHARGE ALL DOWNSPOUTS ONTO SPLASH BLOCKS.

DRAINAGE CONDITIONS AND NOTES

RI ENGINEERING HAS REVIEWED THE EXISTING AND PROPOSED DRAINAGE PATTERS. EXISTING DRAINAGE CONDITIONS WILL REMAIN UNCHANGED. THE PROPERTY IS LOCATED WITHIN THE TOWN OF LOS GATOS HILLSIDE AREA AND SUBJECT TO HILLSIDE DEVELOPMENT STANDARDS AND GUIDELINES.

THE EXISTING STORMWATER RUNOFF LEAVING THE PROPERTY TRAVELS NORTH & NORTHWEST, OVERLAND THROUGH HEAVILY VEGETATED LANDS WHILE MAINTAINING HARMONY WITH THE NATURAL SETTINGS AS REQUIRED BY THE HILLSIDE STANDARDS. RUNOFF FROM THE PROPERTY FLOWS TOWARDS ROSS CREEK WHICH RUNS APPROXIMATELY 1,500 NORTH EAST OF THE PROPERTY. NO FORESEEN ADVERSE IMPACT TO THE PUBLIC RIGHT OF WAY OR NEIGHBORING PROPERTIES IS ANTICIPATED.

THE PROJECT WILL RESULT IN 2,232 SF OF NEW AND/OR REPLACED IMPERVIOUS AREA. THE INCREASE IN STORMWATER RUNOFF WILL BE MITIGATED BY DISCHARGING DOWNSPOUTS ONTO SPLASH BLOCKS AND INFILTRATED IN EXISTING VEGETATED AREAS.

TOPOGRAPHIC SURVEY

THE TOPOGRAPHIC SURVEY AND BOUNDARY INFORMATION PROVIDED HEREON WAS COMPLETED BY CARNES & ASSOCIATES. RI ENGINEERING INC. MAKES NO QUARANTEE AS TO THE ACCURACY OF BOTH. THE CONTRACTOR SHALL VERIFY THE BOUNDARY LOCATION AND TOPOGRAPHIC INFORMATION PRIOR TO COMMENCING WORK.

BASIS OF BEARINGS

THE BEARINGS ON THIS MAP ARE BASED ON THE 1.457 & AND THE 1.254 ACRE PARCELS AS FOUND MONUMENTED AND RECORDED AS NORTH IN BOOK 57 OF MAPS AT PAGE 56, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA.

BASIS OF ELEVATION

THE ON-SITE BENCHMARK FOR THIS PROJECT IS A 60D NAIL.
ELEVATION 938.00 FEET (ASSUMED)

PLANNING SUBMITTAL

1 TOWN OF LOS GATOS REVIEW COMMENTS, 9/25/2024
2 TOWN OF LOS GATOS REVIEW COMMENTS, 11/13/2024

REGISTERED PROFESSIONAL ENGINEER
RICHARD J. IRISH
No. 50820
Exp. 12-31-26
CIVIL
STATE OF CALIFORNIA
02/13/2025

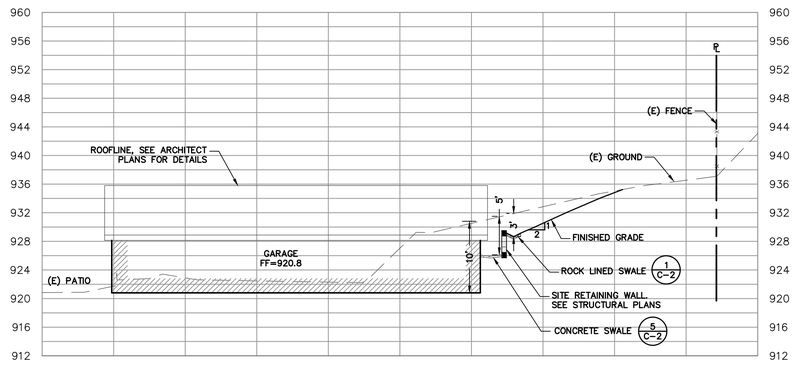
RI Engineering, Inc.
303 Potrero St., Suite 42-202, Santa Cruz, CA 95060
831-425-3901 www.riengineering.com

GARAGE ADDITION & BREEZEWAY REPLACEMENT
FOR
SCOTT & JACKEY KOLANDER
16511 CYPRESS WAY
TOWN OF LOS GATOS
APN: 532-24-004

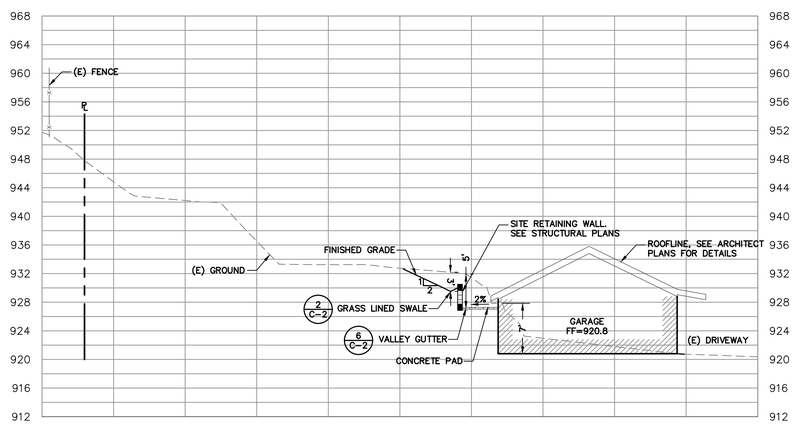
GRADING & DRAINAGE PLAN

project no. 24-033-1
date FEBRUARY 2025
scale AS SHOWN
dwg name CIVIL3.dwg

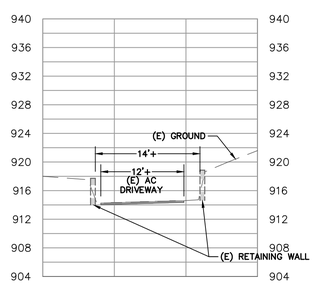
C-1



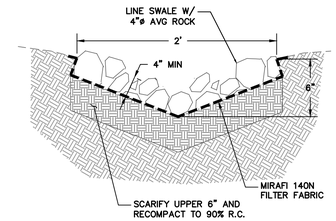
SECTION A–A
SCALE: 1"=10' HORIZONTAL, VERTICAL



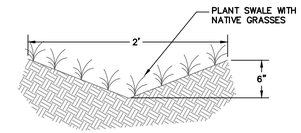
SECTION B–B
SCALE: 1"=10' HORIZONTAL, VERTICAL



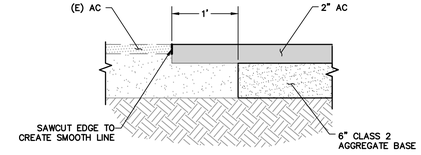
SECTION C–C
SCALE: 1"=10' HORIZONTAL, VERTICAL



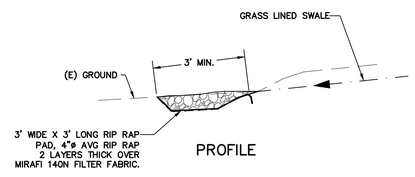
ROCK LINED SWALE DETAIL 1 C-2
NTS



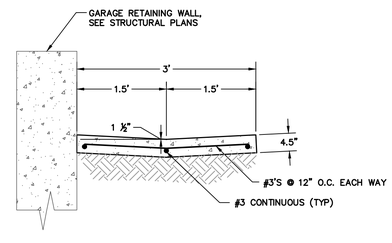
GRASS LINED SWALE DETAIL 2 C-2
NTS



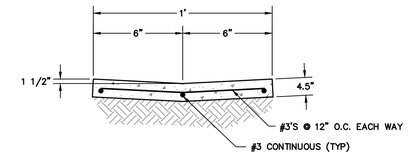
SAWCUT PAVING DETAIL 3 C-2
NTS



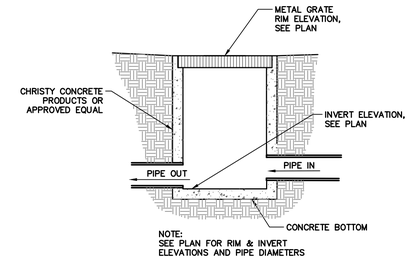
DISPERSION PAD DETAIL 4 C-2
NTS



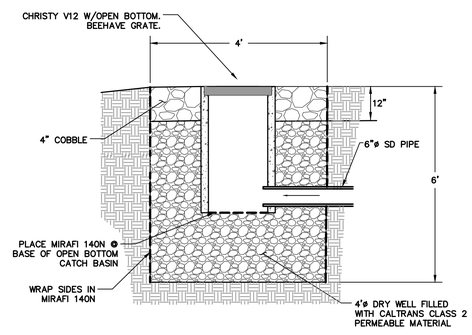
CONCRETE SWALE SECTION 5 C-2
NTS



VALLEY GUTTER SECTION 6 C-2
NTS



TYPICAL CATCH BASIN DETAIL 7 C-2
NTS



DRY WELL 8 C-2
NTS

PLANNING SUBMITTAL

1 TOWN OF LOS GATOS REVIEW COMMENTS, 9/25/2024
2 TOWN OF LOS GATOS REVIEW COMMENTS, 11/13/2024

REGISTERED PROFESSIONAL ENGINEER
RICHARD J. IRISH
No. 45820
Exp. 12-31-26
CIVIL
STATE OF CALIFORNIA
02/13/2025

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303 Potrero St., Suite 42-202, Santa Cruz, CA 95060
831-425-3901 www.rienginneering.com

GARAGE ADDITION & BREEZEWAY REPLACEMENT
FOR
SCOTT & JACKEY KOLANDER
16511 CYPRESS WAY
TOWN OF LOS GATOS
APN: 532-24-004

DETAILS

project no. 24-033-1
date FEBRUARY 2025
scale AS SHOWN
dwg name CIVIL3.dwg

C-2

TOTAL AREA OF DISTURBANCE = 0.11 ACRES
= 4,680 SF

SITE HOUSEKEEPING REQUIREMENTS

CONSTRUCTION MATERIALS

1. ALL LOOSE STOCKPILED CONSTRUCTION MATERIALS THAT ARE NOT ACTIVELY BEING USED (I.E. SOIL, SPOILS, AGGREGATE, FLY-ASH, STUCCO, HYDRATED LIME, ETC.) SHALL BE COVERED AND BERMED.
2. ALL CHEMICALS SHALL BE STORED IN WATERTIGHT CONTAINERS (WITH APPROPRIATE SECONDARY CONTAINMENT TO PREVENT ANY SPILLAGE OR LEAKAGE) OR IN A STORAGE SHED (COMPLETELY ENCLOSED).
3. EXPOSURE OF CONSTRUCTION MATERIALS TO PRECIPITATION SHALL BE MINIMIZED. THIS DOES NOT INCLUDE MATERIALS AND EQUIPMENT THAT ARE DESIGNED TO BE OUTDOORS AND EXPOSED TO ENVIRONMENTAL CONDITIONS (I.E. POLES, EQUIPMENT PADS, CABINETS, CONDUCTORS, INSULATORS, BRICKS, ETC.).
4. BEST MANAGEMENT PRACTICES TO PREVENT THE OFF-SITE TRACKING OF LOOSE CONSTRUCTION AND LANDSCAPE MATERIALS SHALL BE IMPLEMENTED.

LANDSCAPE MATERIALS

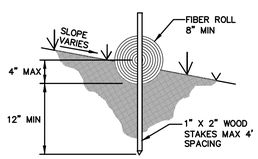
1. CONTAIN STOCKPILED MATERIALS SUCH AS MULCHES AND TOPSOIL WHEN THEY ARE NOT ACTIVELY BEING USED.
2. CONTAIN FERTILIZERS AND OTHER LANDSCAPE MATERIALS WHEN THEY ARE NOT ACTIVELY BEING USED.
3. DISCONTINUE THE APPLICATION OF ANY ERODABLE LANDSCAPE MATERIAL WITHIN 2 DAYS BEFORE A FORECASTED RAIN EVENT OR DURING PERIOD OF PRECIPITATION.
4. APPLY ERODABLE LANDSCAPE MATERIAL AT QUANTITIES AND APPLICATION RATES ACCORDING TO MANUFACTURE RECOMMENDATIONS OR BASED ON WRITTEN SPECIFICATIONS BY KNOWLEDGEABLE AND EXPERIENCED FIELD PERSONNEL.
5. STACK ERODABLE LANDSCAPE MATERIAL ON PALLETS AND COVERING OR STORING SUCH MATERIALS WHEN NOT BEING USED OR APPLIED.

VEHICLE STORAGE AND MAINTENANCE

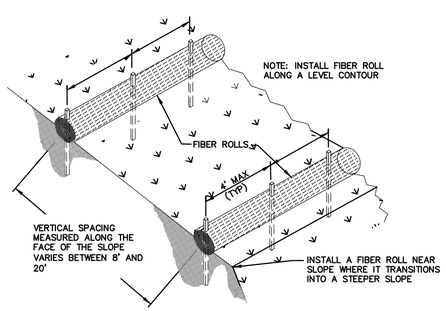
1. MEASURES SHALL BE TAKEN TO PREVENT OIL, GREASE, OR FUEL TO LEAK IN TO THE GROUND, STORM DRAINS OR SURFACES WATERS.
2. ALL EQUIPMENT OR VEHICLES, WHICH ARE THE BE FUELED, MAINTAINED AND STORED ONSITE SHALL BE IN A DESIGNATED AREA FITTED WITH APPROPRIATE BMP'S.
3. LEAKS SHALL BE IMMEDIATELY CLEANED AND LEAKED MATERIALS SHALL BE DISPOSED OF PROPERLY.

WASTE MANAGEMENT

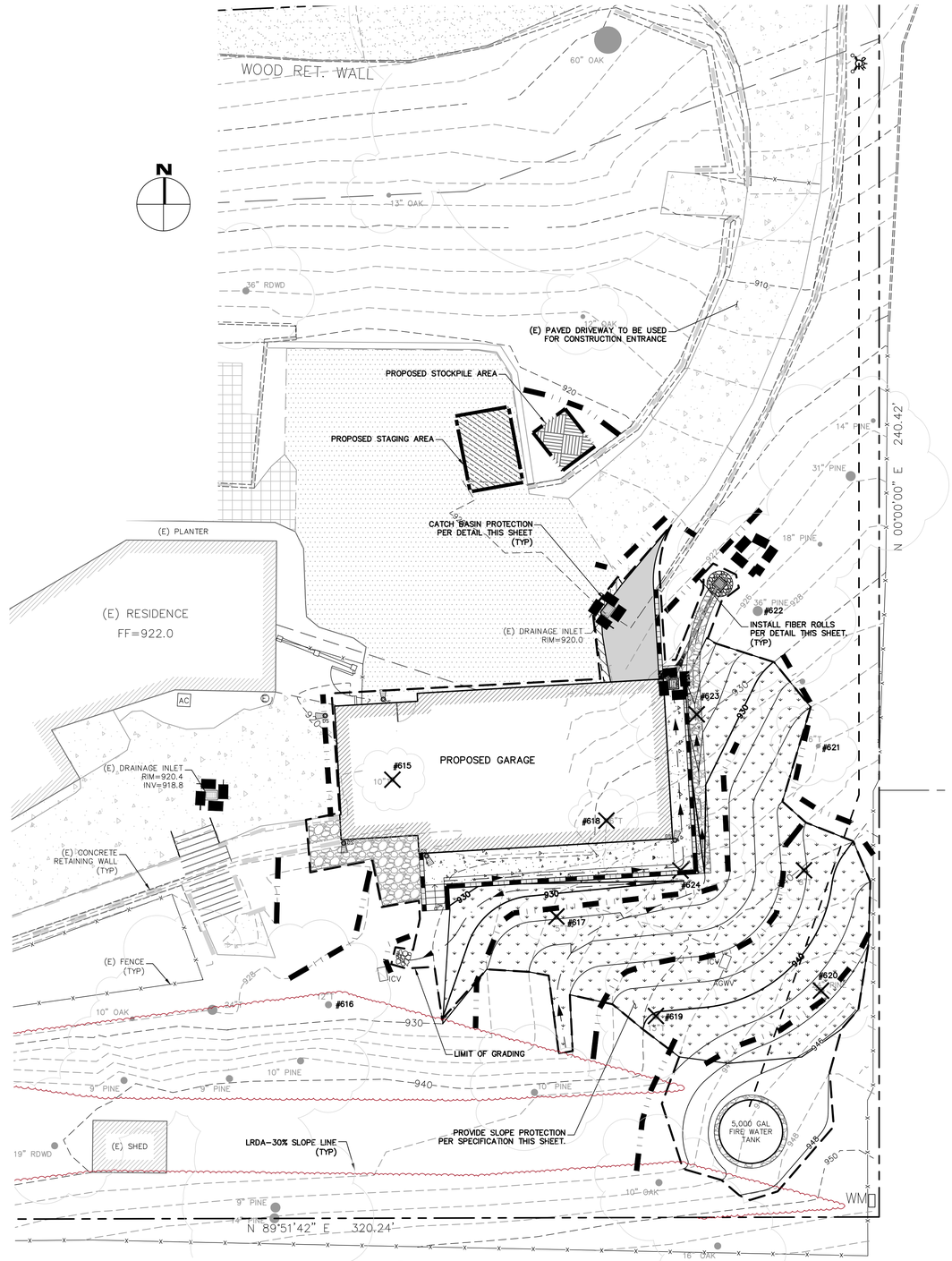
1. DISPOSAL OF ANY RINSE OR WASH WATERS OR MATERIALS ON IMPERVIOUS OR PERVIOUS SITE SURFACES OR INTO THE STORM DRAIN SYSTEM SHALL BE PREVENTED.
2. SANITATION FACILITIES SHALL BE CONTAINED (E.G., PORTABLE TOILETS) TO PREVENT DISCHARGES OF POLLUTANTS TO THE STORM WATER DRAINAGE SYSTEM OR RECEIVING WATER, AND SHALL BE LOCATED A MINIMUM OF 20 FEET AWAY FROM AN INLET, STREET OR DRIVEWAY, STREAM, RIPARIAN AREA OR OTHER DRAINAGE FACILITY.
3. SANITATION FACILITIES SHALL BE INSPECTED REGULARLY FOR LEAKS AND SPILLS AND CLEANED OR REPLACED AS NECESSARY.
4. COVER WASTE DISPOSAL CONTAINERS AT THE END OF EVERY BUSINESS DAY AND DURING A RAIN EVENT.
5. DISCHARGES FROM WASTE DISPOSAL CONTAINERS TO THE STORM WATER DRAINAGE SYSTEM OR RECEIVING WATER SHALL BE PREVENTED.
6. STOCKPILED WASTE MATERIAL SHALL BE CONTAINED AND SECURELY PROTECTED FROM WIND AND RAIN AT ALL TIMES UNLESS ACTIVELY BEING USED.
7. PROCEDURES THAT EFFECTIVELY ADDRESS HAZARDOUS AND NON-HAZARDOUS SPILLS SHALL BE IMPLEMENTED.
8. EQUIPMENT AND MATERIALS FOR CLEANUP OF SPILLS SHALL BE AVAILABLE ON SITE AND THAT SPILLS AND LEAKS SHALL BE CLEANED UP IMMEDIATELY AND DISPOSED OR PROPERLY; AND
9. CONCRETE WASHOUT AREAS AND OTHER WASHOUT AREAS THAT MAY CONTAIN ADDITIONAL POLLUTANTS SHALL BE CONTAINED SO THERE IS NO DISCHARGE INTO THE UNDERLYING SOIL AND ONTO THE SURROUNDING AREAS.



FIBER ROLL DETAIL IN SLOPE AREA
NTS



TYPICAL FIBER ROLL INSTALLATION
NTS



PLAN

10' 0 10' 20'
1 INCH = 10 FEET

EROSION CONTROL MEASURES

1. EROSION IS TO BE CONTROLLED AT ALL TIMES ALTHOUGH SPECIFIC MEASURES SHOWN ARE TO BE IMPLEMENTED AT A MINIMUM BY OCTOBER 15.
2. UNLESS SPECIFIC MEASURES ARE SHOWN OR NOTED ON THIS PLAN, ALL COLLECTED RUNOFF SHALL BE CARRIED TO DRAINAGE COURSES IN LINED CONDUITS. DISCHARGE SHALL BE IN THE LOCATIONS SHOWN ON THE PLANS.
3. THE DESIRED END RESULT OF THESE MEASURES IS TO CONTROL SITE EROSION AND PREVENT SEDIMENT TRANSPORT OFF THE SITE. IT SHALL BE THE DEVELOPER'S RESPONSIBILITY TO SEE THAT ANY ADDITIONAL MEASURES NECESSARY TO MEET THIS GOAL ARE IMPLEMENTED. IF FAILED INSPECTIONS BY COUNTY STAFF SHOW THIS GOAL IS NOT BEING MET, ADDITIONAL MEASURES MAY BE REQUIRED.
4. ALL DISTURBED AREAS NOT CURRENTLY BEING USED FOR CONSTRUCTION SHALL BE SEEDED WITH THE FOLLOWING SEED MIXTURE:

   WINTER BARLEY 25#/ACRE
5. AFTER SEEDING, STRAW MULCH WILL BE APPLIED IN 4" (AVG.) LAYERS.
6. AMMONIUM PHOSPHATE FERTILIZER, 6-3-3, SHALL BE APPLIED AT A RATE OF 30 LBS. PER ACRE. ON SLOPES GREATER THAN 20% EROSION CONTROL BLANKET (NORTH AMERICAN GREEN) SHALL BE APPLIED.
7. SILT BARRIERS SHALL BE PLACED END TO END AND STAKED DOWN ALONG THE BOTTOM OF ALL GRADED SLOPES.

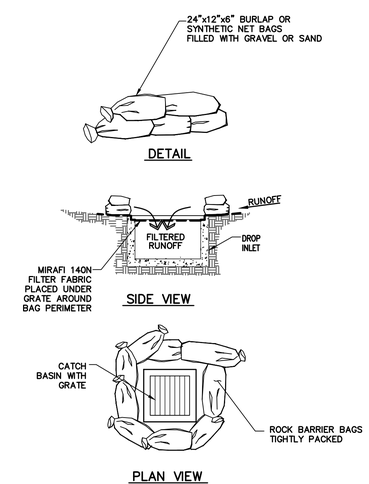
ALL EROSION CONTROL MEASURES INCLUDING BUT NOT LIMITED TO SILT FENCES, FIBER ROLLS AND SLOPE PROTECTION SHALL BE IN PLACE BY OCTOBER 15TH. THE ENGINEER OF RECORD SHALL INSPECT ONCE EROSION CONTROL MEASURES HAVE BEEN INSTALLED.

EXPOSED SLOPE MEASURES

1. COVER ALL EXPOSED SLOPES
2. STRAW 2 TONS/ACRE ON SLOPES ≤ 20% WITH SOIL BINDER
3. USE NORTH AMERICAN GREEN C125 OR EQUAL ON SLOPES >20%

EROSION CONTROL LEGEND

- INSTALL FIBER ROLL PER DETAILS THIS SHEET
- INSTALL CATCH BASIN PROTECTION PER DETAIL THIS SHEET
- PROPOSED SLOPE PROTECTION
- PROPOSED STOCKPILE AREA
- PROPOSED STAGING AREA



GRAVEL BAG CATCH BASIN PROTECTION
NTS

PLANNING SUBMITTAL

TOWN OF LOS GATOS REVIEW COMMENTS, 9/25/2024
TOWN OF LOS GATOS REVIEW COMMENTS, 11/13/2024

REGISTERED PROFESSIONAL ENGINEER
RICHARD J. IRISH
No. 45650
Exp. 31-DEC-25
CIVIL
STATE OF CALIFORNIA
02/13/2025

RI Engineering, Inc.
303 Potrero St., Suite 42-202, Santa Cruz, CA 95060
831-425-3901 www.riengineering.com

GARAGE ADDITION & BREEZEWAY REPLACEMENT
FOR
SCOTT & JACKEY KOLANDER
16511 CYPRESS WAY
TOWN OF LOS GATOS
APN: 532-24-004

STORMWATER POLLUTION CONTROL PLAN

project no. 24-033-1
date FEBRUARY 2025
scale AS SHOWN
dwg name CIVIL3.dwg

C-3

A P P E A R A N C E S:

Los Gatos Planning Commissioners:	Kendra Burch, Vice Chair Jeffrey Barnett Susan Burnett Steve Raspe Rob Stump
Town Manager:	Chris Constantin
Community Development Director:	Joel Paulson
Town Attorney:	Gabrielle Whelan
Transcribed by:	Vicki L. Blandin (619) 541-3405

ATTACHMENT 3

P R O C E E D I N G S:

VICE CHAIR BURCH: We will now move on to Item 5, consider a request for approval to demolish an existing accessory structure and construct a new accessory structure exceeding 1,000 square feet in gross floor area, and site improvements requiring a Grading Permit on property zoned HR-2½. Located at 16511 Cypress Way. APN 532-24-004. Architecture and Site Application S-24-045. This project is exempt pursuant to the CEQA Section 15303(a): New Construction or Conversion of Small Structures. The property owners are Jackie and Scott Kolander. The Applicant is Michael Harris. The project planner is Suray Nathan.

Before we get the Staff Report, has everybody had a chance to visit the site, or are there any items to note? Commissioner Barnett.

COMMISSIONER BARNETT: For the first time five years on the Planning Commission, I was not able to find the property, but I did do my best to evaluate it based on Internet resources, including Google Earth and Google Maps. Thank you.

VICE CHAIR BURCH: Commissioner Stump, same comment? All right.

COMMISSIONER BURNETT: I have to make the same comment as Commissioner Barnett. I went up and down, and I think it was one house, I thought it was the other house, so I'm not quite sure, but I did review all the documents.

VICE CHAIR BURCH: All right, excellent. Mr. Nathan, you'll be presenting our Staff Report for us?

SURAY NATHAN: Thank you, Vice Chair. Good evening, Commissioners. Before you tonight is an Architecture and Site Application. The project is located at 16511 Cypress Way, and it is in the HR-2½ zone.

The Applicant proposes demolishing the existing structure and constructing a new approximately 1,200 square foot detached accessory structure consisting of a three-car garage with a workshop. The proposed project meets the technical requirement for the Town Code for floor area, height, setback, and onsite parking.

The Planning Commission is considering the project due to the proposed accessory structure exceeding 1,000 square feet in gross floor area as required by the Hillside Development Standards and Guidelines.

The Applicant also requires an exception to the Hillside Open Standard for light reflective value and the depth of cut exceeding the maximum allowed for an accessory building. The Hillside Development Standards and Guidelines

requires that exterior material structures not exceed an LRV of 30, and the Applicant proposes an LRV of 69 so as to match the color of the existing house.

It also limits grading cut depth outside the footprint of the primary residence to 4′. The Applicant proposes a maximum cut depth of 13.5′ for the accessory building, 11′ for the hardscape, and 7′ for the landscape.

The Applicant has provided the justification in Exhibit 5, and this concludes Staff's presentation. Staff would be happy to answer any questions you might have.

VICE CHAIR BURCH: Thank you, Mr. Nathan. Are there any questions of Staff at this time? No. Then we will now open the public portion of this item. I have one speaker card, Mr. Harris. Mr. Harris, you'll have three minutes.

MICHAEL HARRIS: Good evening, I'm Michael Harris, the architect for the Kolanders for this project.

Essentially, we are replacing the two-car garage with a three-car garage in the same place. I'm going to talk about the challenges and the exemptions that we are requesting.

A lot of the materials, colors, and reflectents are designed to match the existing house and the garage being demolished. The garage cannot be seen from the

street, and from the back side you essentially have the bulk of the roof, which meets the LRV requirements.

The other item is grading. The southeast corner of the garage is fairly steep, and in order to maintain the same garage level without having to redo the driveway or the approach to it we are maintaining that same garage level, so at that corner there is extra grading that we have to do on that item.

The other thing is it is very hard to find. I, too, had a challenging when I first went up there as well. Being that it’s in a very high fire severity zone, we have already gone through the alternate means and methods with the County Fire Department and received approval.

Some of those elements include an extra address visibility sign at the fork, so when you’re approaching the split for Cypress Way it will actually become a little more visible so that you can go up the road, and it’s mainly for the Fire Department.

We are also adding a 5,000-gallon water tank, adding fire sprinklers, a wharf fire hydrant onsite, a two-hour fire rated wall between the breezeway and the house, and again, incorporating all the Wildland Urban Interface guidelines for non-combustibility, of vegetation

management, closed (inaudible), those guidelines that are required in a very severe fire severity zone.

It is just replacing an old structure from the 1960s. There are signs of aging with the efflorescence for the CMU, and aging material, so we'll replace that.

VICE CHAIR BURCH: Thank you. Are there any questions for the speaker? Commissioner Stump.

COMMISSIONER STUMP: I realize this site has its challenges with the hillside there. Are there any other siting options that would allow for compliance with the maximum graded cut of 4' for all elements of what you're trying to do?

MICHAEL HARRIS: For the grading elements for that particular size, no. We can't move it closer to the house, because it would block access to the doorways, and so essentially, we would have to move eastward, which is where the hillside starts to slope up.

COMMISSIONER STUMP: Thank you.

VICE CHAIR BURCH: Commissioner Barnett.

COMMISSIONER BARNETT: Thank you for your presentation. The proposed Conditions of Approval require before a Grading Permit is issued that you have a geotechnical report and that it be peer reviewed by a Town-chosen geotech. My question is have you done any

preliminary work with a geotechnical engineer regarding the grading issues?

MICHAEL HARRIS: Yes, we've already obtained a soils report and are ready to address the grading with the civil engineer, as well as the foundation issues that will come up during building plan check with the structural engineer.

COMMISSIONER BARNETT: One of the concerns under the Town Code is drainage that is associated with grading over the limit that is provided in the code, so the question is are there any drainage issues that you anticipate in light of the grading in that location?

MICHAEL HARRIS: No, the civil engineer actually diverted some and created a drainage response to some of the questions during planning from the Town's engineer, and so those will also be further addressed in the Grading Permit.

COMMISSIONER BARNETT: Okay, thank you.

VICE CHAIR BURCH: Any other questions? Commissioner Burnett.

COMMISSIONER BURNETT: Thank you for coming this evening. Eight protected trees will be removed, and I know you're going to be replacing some. Will the house and garage be more visible with the removal of the trees?

MICHAEL HARRIS: No, and actually we are not replacing any of the trees, and that is in response to the very high fire severity zone. If we start replacing the trees, we'd have a continuous canopy, which would accommodate no break if there were a wildfire, so that's the reason. That's more on the back side of the garage, and pretty much you see a small sliver mainly of the roof, and you would still have low visibility, because there are trees along the fence side and foliage along the barrier on the neighbor's side that adds to the screening.

COMMISSIONER BURNETT: Okay, thank you.

VICE CHAIR BURCH: Any other questions? No. All right, thank you. I do not have any other speaker cards. Is there anyone on Zoom?

DIRECTOR PAULSON: Thank you, Chair. I do not see any hands raised on Zoom.

VICE CHAIR BURCH: All right. You can obviously come back and make a closing statement if you would like. I don't think there are any other questions for you, so it's up to you. All right, then I will close the public portion of this item.

Commissioners, do you have any questions of Staff, discussion, motion? Commissioner Barnett.

COMMISSIONER BARNETT: Question for Staff. Is it correct that the grading limit is 50 cubic yards and the proposal is for 450 cubic yards?

SURAY NATHAN: That is correct.

COMMISSIONER BARNETT: Thank you.

VICE CHAIR BURCH: I have a question, just maybe a bit for my own knowledge. In a fire zone like this, if they're removing trees, in those situations they are not required to replace, is that correct? Or is it an exception that we typically grant in those areas?

SURAY NATHAN: There is an in-lieu fee, and the Applicant is proposing to pay an in-lieu fee instead of planting the recommended trees.

VICE CHAIR BURCH: Okay, thank you. Commissioner Burnett.

COMMISSIONER BURNETT: Question for Staff. The light reflective value, the LRV, which in our Hillside Development Standards and Guidelines is 30, and they are requesting to change the color with a value of 69, which is much higher, and I guess they want to match the color of house. So, the question becomes the house color must be now not the correct value as well, and so that is a problem, and my question regarding the trees and there is no replacement, and the viewing of a home on the hillside is

quite an issue for our Town, and that's why we have this materials and color guideline, so my question is a value of 69 is quite high, actually, but now we're saying that the house is the same color, so how does that impact since now we're actually looking at the house color being not along with our guidelines? Could you help me on that one?

SURAY NATHAN: As you said, the existing house is not complying with the LRV of 30, and as for the trees, the trees that are being removed are in the back of the house on the hillside portion, and it probably wouldn't impact the view from the street below, but it might impact the house above that; I'm not sure regarding that.

DIRECTOR PAULSON: Through the Chair, there are a number of homes in the hillside that were built and painted prior to our light reflective value going into place, so we do have a number of homes that don't meet that. The Applicant here is requesting to be allowed to exceed it for the detached accessory structure to match the house. We don't have any leverage from our end to compel them necessarily to repaint their house. Obviously, that's not necessarily an inexpensive endeavor, but we generally deal with these situations when someone comes in for an addition or a new house, and then that's how we try to rectify that issue in the future.

COMMISSIONER BURNETT: Okay, thank you for that.

VICE CHAIR BURCH: Any other questions of staff or discussion? Commissioner Raspe.

COMMISSIONER RASPE: Mr. Paulson, one more question, just out of curiosity, what is the range on the LRV? From what number to what number, if you know?

DIRECTOR PAULSON: I'm going to guess zero to 100, zero probably being black, 100 probably being white. That's a total guess.

COMMISSIONER RASPE: Just curious. Thanks so much.

VICE CHAIR BURCH: All right, is there any discussion then? Why don't we just go ahead and start talking about the size? One of the reasons we are seeing this item in front us is because it does exceed the 1,000 square foot gross floor area, so I would invite that discussion among my Commissioners. Is this a concern item, before we move onto the grading?

COMMISSIONER RASPE: If you don't mind, I'll just dump all my issues out, and then we can tackle those.

VICE CHAIR BURCH: Issue dump away.

COMMISSIONER RASPE: Actually, (inaudible) going to say I have any issues necessarily. The LRV, yes, it's concerning, but to me, again, the house isn't

extraordinarily visible. In fact, none of us could find it. And the fact that they're trying to match an existing home to me argues that it probably isn't as big of a concern as it otherwise could be. Also, we have notes from the consulting architect, who had no comment to the structure, which I would probably put into the category of the color of the structure into that discussion as well, so the LRV doesn't bother me as much.

The grading, the architect has indicated that there are no workarounds for that. Essentially, it is what it is if they're going to do this work.

The fire issue, I think we can all agree that the new structure will be much more fire resistant/repellant than what currently exists, and so I think if one of our goals here is to make a more firesafe hillside, this project goes toward that end, including the use of the materials, the sprinklers, and the tank.

So, for all those reasons, I would support the project in its current iteration.

VICE CHAIR BURCH: Thank you, Commissioner Raspe. Any other comments? Commissioner Stump.

COMMISSIONER STUMP: I've got a slightly different take primarily on this cut. I certainly understand the desire to have a 1,283 square foot garage

which includes three cars and a workshop area, but part of the problem is being driven by the size of this garage, and that is a significant cut, and this is a Hillside Standard, not a guideline, and so I kind of hold a little more fast to the whole concept that I certainly understand what the owner/applicant wants to do, but in this case I'm going to find it very hard to just let that standard go by the board as it relates to the cut.

VICE CHAIR BURCH: Thank you, Commissioner Stump. Commissioner Barnett.

COMMISSIONER BARNETT: I share the concern about the grading request in that it's magnitudes of size in violation of our code standard, and I assume the underlying purposes for the grading standard are potentially aesthetic, but I think more in this case possible hillside stability and drainage issues, and to me adding one garage bay does not warrant that amount of excess of our standard.

VICE CHAIR BURCH: Thank you. I will make some comments then. As far as the LRV matching existing, to me that's really not a conversation stopper; it matches the existing home.

I do have concerns though about the excessive grading. Again, like you said, basically to just add one bay, and again, because it is a Hillside Standard, that is

really where my concern comes and where I have trouble supporting the application as it stands.

Anybody want to attempt a motion, or any further questions of Staff, comments?

COMMISSIONER RASPE: I just had one further comment. I sense I'm in the minority on the cut issue. If the notion is one of safety as opposed to aesthetics, as Commissioner Barnett noted, soils and geo is going to have to sign off on the project before it goes forward, so I think that mitigates against a finding that the cut is too excessive, in my view.

VICE CHAIR BURCH: That's a good perspective.

COMMISSIONER STUMP: I know we don't talk a lot about precedent. This is an accessory building, a rebuild. Had this been a new construction, the cut allowance actually is higher. But now we're dealing with an accessory building after many years, and so again, that's why I tend to hold fast to that standard.

One of the questions I asked Staff when I went in for my regular visit was what other examples do we have of this where we have made a major exception to a standard like this, and it was very hard to come up with one, and so my concern is that we start doing this, what's the standard? I'm not typically a black and white, hard and

fast guy, but in this case, that's really where I am positioned.

VICE CHAIR BURCH: I was just trying to think back through the years on the same, when we had made such an exception for something like an accessory dwelling, and I actually couldn't think of any examples during my tenure.

Anybody want to venture a motion, or further discussion?

COMMISSIONER BARNETT: I'll propose a motion. With respect to this agenda item concerning 16511 Cypress Way, a request to approve demolition of an existing structure and construct a new accessory structure exceeding 1,000 square feet, etc., APN 532-24-004, although I could make the required findings for CEQA, I cannot make the findings concerning the other elements, including the Hillside Development Standards and Guidelines. I'll ask Staff if that includes the grading as prohibited by the Specific Plan as well, the grading violation?

DIRECTOR PAULSON: That lives inside the Hillside Development Standards and Guidelines. The Specific Plan, this is in that area, but those specific provisions are in the guidelines.

COMMISSIONER BARNETT: Okay, so I could not make the findings regarding the guidelines and standards, and

for that reason I propose to my fellow commissioners that the application be denied.

VICE CHAIR BURCH: Thank you. Any comment or a second?

COMMISSIONER STUMP: Second.

VICE CHAIR BURCH: Any discussion? Then I'll call the question. All in favor? Any of those opposed? Passes 4-1. Are there any appeal rights?

DIRECTOR PAULSON: Yes, thank you, there are appeal rights. Anyone who is not satisfied with the decision of the Planning Commission can appeal that decision to the Town Council. Forms are available online in the Clerk's Office. There is a fee for filing the appeal, and the appeal must be filed within ten days.

VICE CHAIR BURCH: Thank you, Mr. Paulson.

(END)

TOWN OF LOS GATOS

COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION
(408) 354-6872 Fax (408) 354-7593

CIVIC CENTER
110 E. MAIN STREET
LOS GATOS, CA 95030

April 24, 2025

Michael Harris
3360 De La Cruz Blvd
Santa Clara, CA 95054
Via Email

RE: **16511 Cypress Way**
Architecture and Site Application S-24-045

Consider a Request for Approval to Demolish an Existing Accessory Structure and Construct a New Accessory Structure Exceeding 1,000 Square Feet in Gross Floor Area and Site Improvements Requiring a Grading Permit on Property Zoned HR-2½. APN 532-24-004. Architecture and Site Application S-24-045. Exempt Pursuant to the CEQA Section 15303(a): New Construction or Conversion of Small Structures. Property Owners: Jackie and Scott Kolander. Applicant: Michael Harris. Project Planner: Suray Nathan.

At its meeting of April 23, 2025, the Town of Los Gatos Planning Commission denied the above referenced application.

PLEASE NOTE: Pursuant to Section 29.20.275 of the Town Code, this denial may be appealed to the Town Council within 10 days of the date of the decision. Therefore, this action for denial should not be considered final until the appeal period has passed.

If you have any questions, I can be contacted by email at SNathan@losgatosca.gov.

Sincerely,

Suray Nathan
Assistant Planner
Snathan@losgatosca.gov
408-354-6873

N:\DEV\PC\PC ACTION Letters\2025\04-23-25 [16511 Cypress Way - Item #5; Denied]

FILING FEES
$523.00 (PLAPPEAL) Residential
$2,102.00 (PLAPPEAL), per Commercial, Multi-family, or Tentative Map Appeal

TRANSCRIPTION $500 (PLTRANS)

Town of Los Gatos
Office of the Town Clerk
110 E. Main St., Los Gatos CA 95030

PAID
APR 30 2025
BP 43083
TOWN OF LOS GATOS

APPEAL OF PLANNING COMMISSION DECISION

I, the undersigned, do hereby appeal a decision of the Planning Commission as follows: (PLEASE TYPE OR PRINT NEATLY)

DATE OF PLANNING COMMISSION DECISION April 23, 2025

PROJECT / APPLICATION NO: S-24-045

ADDRESS LOCATION: 16511 Cypress Way

Pursuant to the Town Code, any interested person as defined in Section 29.10.020 may appeal to the Council any decision of the Planning Commission.

Interested person means:

1. *Residential projects*. Any person or persons or entity or entities who own property or reside within 1,000 feet of a property for which a decision has been rendered, and can demonstrate that their property will be injured by the decision.
2. *Non-residential and mixed-use projects*. Any person or persons or entity or entities who can demonstrate that their property will be injured by the decision.

Section 29.20.275 The notice of appeal shall state specifically wherein it is claimed there was an error or abuse of discretion by the Commission or wherein its decision is not supported by substantial evidence in the record.

1. There was an error or abuse of discretion by the Planning Commission:
   Please refer to the attachment.
   _____; **OR**

2. The Planning Commission's decision is not supported by substantial evidence in the record:
   Please refer to the attachment.

IF MORE SPACE IS NEEDED, PLEASE ATTACH ADDITIONAL SHEETS.

IMPORTANT:

1. **Appellant is responsible for fees for transcription of minutes. A $500.00 deposit is required at the time of filing.**
2. Appeal must be filed within ten (10) calendar days of Planning Commission Decision accompanied by the required filing fee. Deadline is 4:00 p.m. on the 10th day following the decision. If the 10th day is a Friday, the appeal must be filed by 1:00 P.M. If the 10th day a Saturday, Sunday, or Town holiday, then it may be filed on the workday immediately following the 10th day, usually a Monday.
3. The Town Clerk will set the hearing within 56 days of the date of the Planning Commission Decision (Town Ordinance No. 1967).
4. Once filed, the appeal will be heard by the Town Council.
5. If the basis for granting the appeal is, in whole or in part, information not presented to or considered by the Planning Commission, the matter shall be returned to the Planning Commission for review.

PRINT NAME: Scott Kolander SIGNATURE: [signature]

DATE: April 29, 2025 ADDRESS: 16511 Cypress Way

PHONE: [redacted] EMAIL: [redacted]

***** OFFICIAL USE ONLY *****

DATE OF PUBLIC HEARING: _____
Pending Planning Department Confirmation

DATE TO SEND PUBLICATION: _____ DATE OF PUBLICATION: _____

KEY
(1) ERROR OR ABUSE OF DISCRETION
(2) DECISION NOT SUPPORTED BY SUBSTANTIAL EVIDENCE
(3) SUPPORT ELEMENT

APPEAL TO PLANNING COMMISSION'S DECISION

Town of Los Gatos
Community Development Department
110 E. Main Street | Los Gatos, CA 95031
www.losgatosca.gov

Planning:	**S-24-045** **Architecture and Site Development Application**
Address:	16511 Cypress Way | Los Gatos, CA
Description:	Garage & Breezeway Replacement
Meeting Date:	April 23, 2025
Planning Commission Roll Call:	Emily Thomas (chair) – absent Kendra Burch (vice chair) – voted to deny project Jeffrey Barnett – brought denial to motion Susan Burnett – voted to deny project Steve Raspe – voted to approve project Rob Stump – second motion to deny project Joseph Sordi – absent
Vote:	4-1 denied

The property owner and applicant is appealing the Planning Commission's decision for the following reasons and concerns:

1,2,3 • The existing terrain of the site, current location of the garage and current site development will not accommodate any rebuild or expansion without a grading exemption to the Hillside Development Standards & Guidelines. The house and garage were built in the 1960's well before the Hillside Development Standards & Guidelines came into effect. Without the benefit of the current standards in place at that time, the garage was built utilizing cut depths exceeding the current Standards/Guidelines.

1,2 • Commissioners were not able to visit or view the site, like with all other projects under consideration, because they were unable to find the property or got lost. The on-site visual opportunities and context were not afforded to this project, as with other projects. Internet resources, such as Google Earth, do not provide the same level of in person visual context. As discussed with Staff in preparation for the appeal, the owner has agreed to set a period of time (days) before the meeting by providing access to the gate at the driveway. The owner has dogs and will have them out of the way as well. The personal and visual aspect of the site will clearly illustrate the unique aspect of the site and the limitations with regards to grading cut depths.

1 • Approval or denial of Hillside Development Standards & Guidelines exemptions are not consistent

3 • Request for exemption for LRV exceeding 30 was accepted by the commission since the colors, textures and materials will match the primary structure. The structure (1960's) was built well before the Hillside Development Standards & Guidelines for LRV limits were adopted in 2004.

2,3 • The site is already developed. The garage is being rebuilt in the same location along with the increased area.

2,3 • The existing garage, built in the 1960's, is showing signs of aging and needs to be addressed. There is efflorescence on the existing CMU retaining wall that is causing oxidation of owner's contents in the garage. Portions of the roof framing show signs of deflection throughout the years and repairs need to be made to prevent future intrusion of insects and invasive organisms.

2 • The Town's Architectural project review indicated there were no recommendations for changes.

2 • The existing garage, with relation to the existing slopes, exceeded these current limits when originally built in 1960's. Replacement or increasing area of any size would require an exemption.

3 • There are numerous items that would fall out of compliance and other elements would need to be addressed if the garage were elevated 7'-0" to meet the grading cut length limitations of the Hillside Development Standards & Guidelines.

- Modification of the turnaround space in front of the garage to elevate it by 7'-0" and requiring 7'-0" of hardscape fill which exceeds the fill lengths in the Hillside Development Standards & Guidelines
- Retaining walls added that would exceed 5'-0" in height. A stepped approach would interfere with the primary residence.
- Modification of the driveway steeper than it currently is, much beyond the 15 degrees allowed by the Hillside Development Standards & Guidelines.
- Modification of the access to the primary structure and other portions of the property
- The resultant height of the accessory structure would be approximately 7'-0" higher than the primary structure.
- Elevation of the accessory structure would increase visibility and may overturn the LRV exemption because of its new prominence and visibility outside of the property.
- Fall out of compliance for the building height section in the Hillside Development Standards & Guidelines by being more than 3 feet above the existing grade
- There are other items within the Hillside Development Standards & Guidelines that would fall out of compliance as a result of lifting the garage structure.

1,2 • The Planning Commission's Denial prevents the owner from the opportunity to replace or expand a common accessory structure that exists with most single-family residential properties. The project meets all other Hillside Development Standards & Guidelines, except for grading & LRV.

1 • Jeffrey Barnett asked Planning Staff (after public comment was closed) if the grading limit is 50 cubic yards and the application is for 415 cubic yards and Planning Staff confirmed yes. Please note that the Hillside Development Standards & Guidelines does <u>not</u> limit the amount of grading quantity. Rather 50 cubic yards is the threshold where a grading permit is required. This confirmation and line of questioning may have factored into the decision by certain Planning Commission members to deny an exemption for grading.

1 • Planning Commission's concern about setting new precedence for other projects is not related to the unique and specific conditions of the already developed site.

1 • Planning Commission's concern about safety and stability for exceeding grading cuts are subjective with the lack of benefit of reviewing a geotechnical soils report supporting such. A Geotechnical soils report is submitted during Building plan check along with grading permits, not during Planning review, however will be made available upon request.

1,2 • A soils report was not requested during Staff review, which included Public Works Engineering that review grading, drainage and retaining wall configurations during planning, nor requested during the Planning Commission to allow a proper engineering review for the life safety and stability concerns of the Commission members.

1,2 • A follow up question by a commission member was asked if a geotechnical study done to support grading at these levels. The response was yes, a soils report was performed that addresses both grading and foundation. The geotechnical engineer would supply a letter reviewing the structural engineer's foundation design and the civil engineer's grading design indicating substantial conformance with the conditions in the soils report during building plan check and grading permit. Please note that the geotechnical study and subsequent issuance of the soils report performed on June 13, 2024 contains the following:

- Analyzes regional setting, geology, landsliding, site, subsurface and ground water
- Laboratory testing for soil and bedrock properties along with moisture content & dry density
- Findings for building site, slope stability and seismicity, including landsliding screening analysis
- Recommendations for garage location, seismic design criteria, earthwork including grading and trenching, foundations, retaining walls, flat work and drainage.
- Conditions for plan view to ensure structural and civil design for the above elements are in substantial conformance to the issued soils report
- Requirements for construction observation.

3 • As described by the dissenting Planning Commissioner, Steve Raspe, the project addresses Hillside Development Standards & Guidelines with satisfactory justification for LRV and Grading Exemptions and addresses County of Santa Clara Fire Department provisions to make the site safer than what currently exists today.

2, 3 • The proposed project addresses fire-life safety as the site it is classified and located in a Very High Fire Hazard Severity Zone in State of California Responsibility Area as defined by CAL Fire (California Department of Forestry and Fire Protection) with the following provisions and mitigations:

- Approved AMMR (Alternate Means/Methods Request) #25-0417
  - Installation of a 5,000 gallon fire water tank
  - Installation and connection of a new wharf fire-hydrant
  - Installation of NFPA 13D fire sprinklers in the garage
  - Installation of 2-hour fire-rated walls between garage and breezeway
  - Install address signage at Cypress Way fork to accommodate increased visibility for emergency response personnel to effectively locate the property

- Incorporation of State of California Wildland-Urban Interface Guidelines for building construction methods that reduce the hazard of building ignition with the following:
  - Exterior cladding with ignition resistant materials (stucco)
  - Class A asphalt roof tiles
  - Closed eaves
  - Ember resistant soffit vents
  - Ember resistant ridge vents
  - Ember resistant gable-end vents
  - Metal-cladded door and frame assemblies with tempered glazing
  - Windows double-paned and tempered
  - All doors have perimeter weather stripping
  - Door bottoms included to reduce ember intrusion
- Incorporation of State of California Wildland-Urban Interface Guidelines for defensible space to reduce hazardous vegetation around houses and reduce the potential severity of wildfire exposure with the following methods:
  - Zone 0 – Incorporation of non-combustible surfaces and materials within 5' of the garage. A total of 2 trees have been removed in this zone as well.
  - Zone 1 – Removing a total of 6 trees in this zone to accommodate grading and accommodate a tree canopy fire break along with maintaining ground cover, removing dead weeds and elevating remaining tree canopies to at least 6'-0" clear from the ground

1,2,3 **Grading Cut Length Exceeding Maximum Allowed**

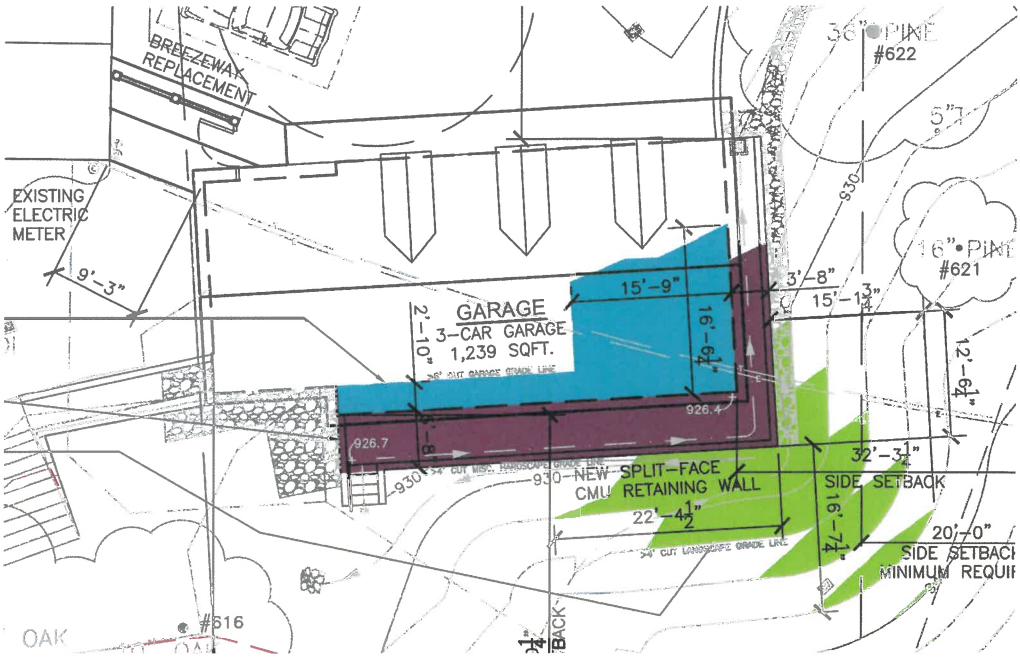
Maximum grade cuts are based upon the existing terrain, preserving natural features and drainage and utilizing the existing garage location. Note that the garage foundation level is being maintained in the addition thus the noted maximum cut noted in the garage line item.

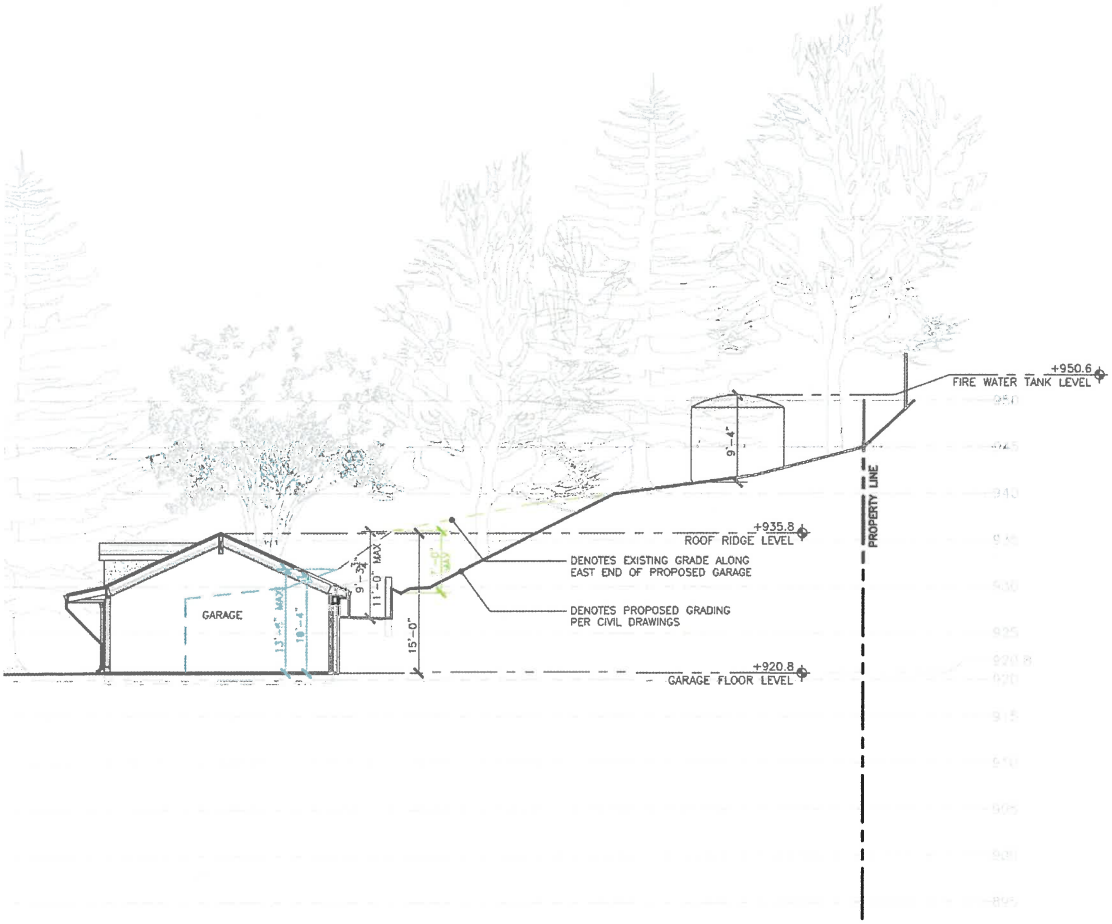
APPROXIMATE EARTHWORK QUANTITIES

AVERAGE SLOPE: ~32%	EARTHWORK (CY)		MAX CUT/FILL DEPTH (FT)		(CY)	
SITE ELEMENT	CUT	FILL	CUT	FILL	IMPORT	EXPORT
LANDSCAPE	236	0	7	–	0	236
MISC. HARDSCAPE	57	0	11	–	0	57
GARAGE	122	0	13.5	–	0	122
TOTAL	415	0			0	415

*LANDSCAPE INCLUDES GRADING SOUTH OF GARAGE.
*MISC. HARDSCAPE INCLUDES CONCRETE PAD AND RETAINING WALL GRADING.

A request for exemption is requested due to existing conditions on site. The garage is maintaining the same pad elevation as the existing removed. Due to the existing site configuration and constraints, cutting an additional 5.5' is necessary to maintain the same pad elevation. Elevating the garage would require significantly more grading and asphalt modifications. The same is true for the additional 7' of cut for the miscellaneous hardscape and additional 3' of cut for the landscaping.





Kolander Residence Garage & Breezeway Replacement | 16511 Cypress Way | Los Gatos, CA 95030

3 LRV Exceeding 30

The colors, textures and materials will match the primary structure. The scale of the structure is within zoning height limitations and complies with the Hillside Development Standards. Other attributes are discussed further in detail in the section above including architectural style, height, bulk, scale, roofs, windows, materials, architectural features, privacy, sustainable design and fire-life safety. An exemption has been requested for the LRV exceeding 30 since the intent for the proposed garage assembly is to have the same materials, textures and colors to match the existing residence for what is already established on site.

The colors, textures and materials will match the primary structure.
Exterior cladding is stucco and will match the main residence
Roof is asphalt shingle tiles and will match the main residence
Trim, gutters and facia will match the main residence
Doors will match the stucco color
Lattice and breezeway wall will match the existing nearby bbq terrace

EXTERIOR COLOR SCHEME

DOOR:	TAN/EARTH (MATCH EXISTING MAIN HOUSE) –LRV 69 FIRE–RATED HOLLOW METAL DOOR & FRAME
GARAGE DOORS:	TAN/EARTH (MATCH STUCCO COLOR) – LRV 69 METAL–CLADDED INSULATED DOOR WITH WOOD TRIM COVERED WITH 20 GA METAL FLASHING & PAINTED TO MATCH FACIA BOARD TRIM
DORMER WINDOWS:	FIRE–RATED & METAL FRAME WITH THERMAL BREAK WHITE TO MATCH MAIN HOUSE – LRV 93 TEMPERED GLAZING WITH ¾" WIDE WINDOW GRILLES
GABLE VENTS:	METAL–PAINTED TO MATCH STUCCO COLOR –LRV 69
FAUX COLUMNS:	STUCCO–CLADDED TO MATCH STUCCO TEXTURE AND COLOR AS THE GARAGE (TAN/EARTH) – LRV 69

EXTERIOR COLOR SCHEME

STUCCO:	TAN/EARTH (MATCH EXISTING MAIN HOUSE) –LRV 69 MODERN STYLE TEXTURE TO MATCH MAIN HOUSE
ROOF TILES:	ASPHALT SHINGLES (SEE A2.2) – SRI 18 COLOR· CHARCOAL BLACK
TRIM:	TAN/EARTH TO MATCH STUCCO – LRV 69 (STUCCO TRIM TO MATCH STUCCO COLOR)
FASCIA:	WHITE TO MATCH MAIN HOUSE – LRV 93
GUTTERS:	WHITE TO MATCH MAIN HOUSE – LRV 93
DOWNSPOUTS:	WHITE TO MATCH MAIN HOUSE – LRV 93
LATTICE (LRV 14):	BLACK IRON TO MATCH BBQ TERRACE LATTICE
RETAINING WALLS: (LRV 30)	CONCRETE AT GARAGE (FULLY CONCEALED) SPLIT–FACE CMU TO MATCH EXISTING ON SITE

June 2, 2025

LOS GATOS BUILDING DEPT.

110 E. MAIN STREET, LOS GATOS, CA 95030

We are writing to express our full support for Scott and Jackey Kolander's garage expansion project. We have seen their proposed plans and we are fine with them. They have been great neighbors for over 20 years.

SINCERELY,

MAYNARD & IRENE WEBB

[redacted]

Letter of Support

June 5, 2025

Los Gatos Building Department

110 E. Main St., Los Gatos, CA 95030

To whom it may concern:

We have reviewed the Kolander Garage plans, and we support the plan to move ahead with the Kolander project. If you have any questions, please contact us at your convenience.

Sincerely,

Ed and Michelle Noskowski

[redacted]

Los Gatos Building Dept.
110 E. Main St.
Los Gatos, CA 95030

To Whom it May Concern,

We live at [redacted] Twelve Oaks Rd. and are neighbors of Soctt and Jackey Kolander. They have shared with us their remodeling plans for expanding their garage and we wanted to express our support for this project (Architecture and Site Application S-21-024). After speaking with them and reviewing the plans they submitted to the town, we have no objections and hope they will be allowed to proceed with their remodeling project.

Sincerely,

Sheldon & Donna Gilbert
[redacted]

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 06/17/2025
ITEM NO: 25

DATE: June 3, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: Receive the Results of the 2025 Community Survey and Provide Any Comments or Direction to Staff

RECOMMENDATION:

Receive the results of the 2025 Community Survey (Attachments 1 and 2) and provide any comments or direction to staff.

FISCAL IMPACT:

There is no fiscal impact associated with receiving this report. The survey cost approximately $24,000 and sufficient funds were appropriated in the FY 2024/25 budget.

STRATEGIC PRIORITIES:

The information gathered from the community survey is intended to help the Town better understand the community's current overall satisfaction levels with Town services, opportunities for improvement, and priorities so the Council may be better informed when considering the allocation of Town resources. This ties to almost all of the Town's Strategic Priorities in terms of resource allocation.

BACKGROUND:

In 2021, the Town conducted a Request for Proposals (RFP) for scientific community survey consultant services in order to gather resident feedback and measure satisfaction with Town services, quality of life, and other information to help the Town better understand the community's priorities, concerns, and needs. After review and scoring of the proposals, interviews, and reference checks, Town staff engaged the services of ETC Institute. The first

PREPARED BY: Holly Young
Senior Management Analyst

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

community survey was conducted at the beginning of 2022 and presented to the Town Council on May 3, 2022.

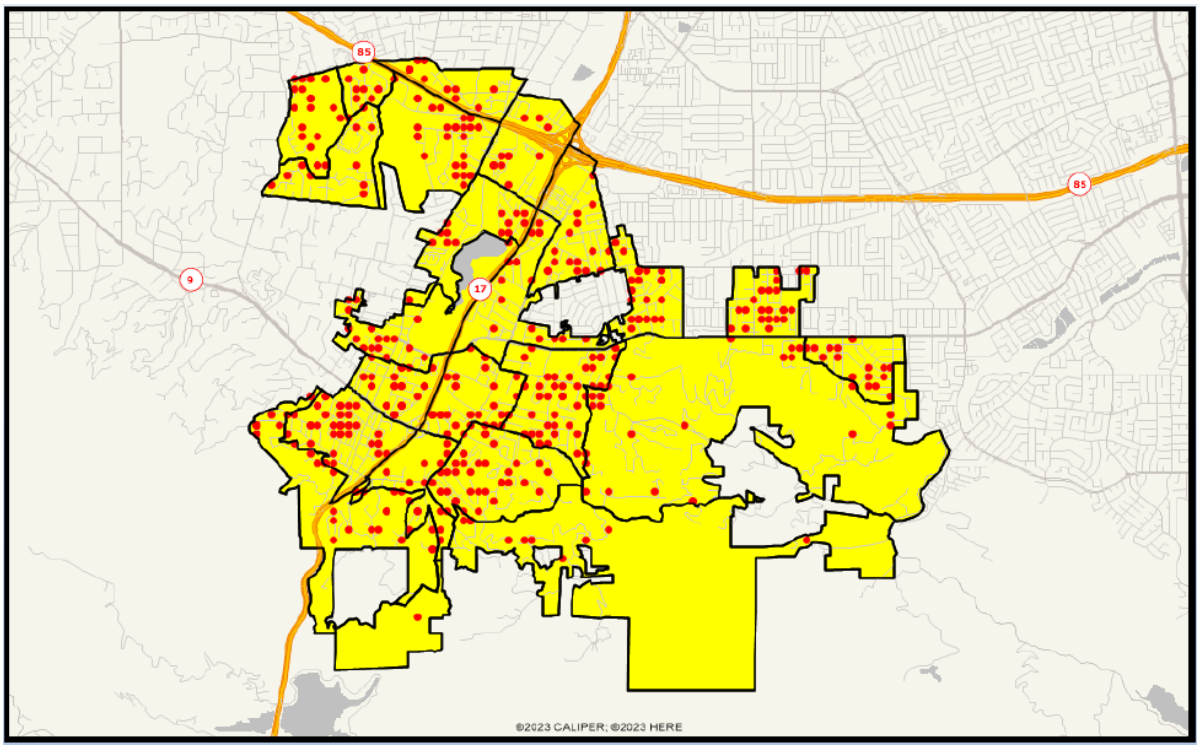
In 2025, the Town engaged ETC Institute to perform another community survey to provide continuity and allow the Town to continue to utilize the features of the personalized Town data dashboard . The 2022 survey results provide a benchmark for the 2025 survey results resulting in a time series of community satisfaction. ETC Institute is also working to update the Town's personalized interactive dashboard with the results from the 2025 so that the results can be compared and contrasted with the results from 2022. The dashboard can be found on the Town website at www.losgatosca.gov/2797/Community-Surveys.

DISCUSSION:

The 2025 Community Survey contained the same questions that were asked in 2022 with minor adjustments including:

- Condition of Town buildings and facilities was added as an option for satisfaction rating (Question 7);
- For clarity, the satisfaction rating for how well the Town is managing growth was changed to satisfaction with the variety and number of businesses available in Los Gatos (Question 11) to distinguish the economic development aspect of the question from another question related to housing;
- Options for (1) improving disaster preparation and response for hazards such as wildfires and earthquakes and (2) improving the condition of Town facilities and buildings were added as options for community investment areas (Question 13); and
- Demographic questions regarding disability and LGBTQ+ identity were added.

The survey instrument was mailed to a random sample of households starting March 18, 2025. At the conclusion of the survey response period, ETC institute received 502 completed surveys, surpassing the goal of 400 households, and equating to a precision of at least +/- 4.34% at the 95% level of confidence. The survey sample was both representative of demographic and geographic respondents. The GIS map below shows the Town boundaries and the red dots represent completed surveys.



The survey results contain information the Council may consider when targeting resources toward services of the highest importance to residents and the targeting of resources toward those services where residents are the least satisfied. Provided below are some of the high-level findings from the survey. ETC Institute will highlight additional report findings during the Council meeting.

- The areas of perception that had the highest ratings in Los Gatos were overall quality of life in the Town (90%), overall feeling of safety in the Town (90%), and overall image of the Town (85%).
- Almost all residents rated the Town as either an excellent or good place to live (99%) and as a place to raise children (93%). Compared to the national average in both of these categories, the Town's rating as a place to live was over double the national average of 49% and 32% above the national average as a place to raise children.
- The highest levels of satisfaction with Town services were the overall quality of Library services (91%), Town parks and recreation facilities (89%), and overall quality of Police services (81%).
- The top three Town services that are most important to residents are overall maintenance of Town streets, sidewalks, and infrastructure (53%), overall quality of Town Police services (48%), and Town planning, building, and development services (e.g., issuing permits) (36%).
- The top four community investment areas were (1) Maintaining streets, sidewalks, and storm sewer systems (96%, (2) Improving traffic flow to reduce traffic congestion (94%),

(3) Maintaining 911 response times (89%), and (4) Improving disaster preparation and response for hazards such as wildfires and earthquakes (89%).
    - Improving traffic flow to reduce congestion was the top choice when residents were asked which item was most important for the Town to pursue.
- Residents prefer to get information about the Town of Los Gatos from local publications, the weekly "What's New" Town eNewsletter or other Town NotifyMe registrations, and the Town website.
- The top three social media accounts that residents follow are the Town Nextdoor, Facebook, and Instagram pages.

In addition to the individual importance and satisfaction findings in the survey, the ETC Institute develops an Importance-Satisfaction (IS) rating. The IS rating is based on the concept that public agencies will maximize overall resident satisfaction by emphasizing improvements in those areas where the level of satisfaction is relatively low and the perceived importance of the service is relatively high. Based on the results of this analysis, the major services that are recommended as the top opportunities for improvement over the next two years, in order to raise the Town's overall satisfaction rating, are:

- Town planning, building, and development services (e.g., issuing permits) (0.2355 IS rating)
- Overall maintenance of Town streets, sidewalks, and infrastructure (0.1896 IS rating)

Improvements in those two areas will maximize the overall satisfaction among residents of Los Gatos.

The second level of IS analysis reviewed the importance of and satisfaction with specific areas of services. Based on the results of this analysis, the services that are recommended as the top priorities within each Department are as follows:

- Public Safety: (1) Overall efforts to prevent crime, (2) visibility of Police personnel in neighborhoods, (3) efforts to collaborate with the public to address concerns, and (4) enforcement of local traffic laws.
- Streets, Sidewalks, and Infrastructure: (1) Flow of traffic on Town streets, (2) maintenance of major Town streets, and (3) overall cleanliness of Town streets and other public areas.
- Parks and Facilities: No items received a high priority IS rating, indicating that the Town is providing services in this area at a level that is currently satisfying residents.
- Economic Opportunity: (1) Variety and number of businesses available in Los Gatos, (2) support for entrepreneurs and small business owners available in Town, and (3) access to quality housing you can afford.
- Communication and Community Engagement: (1) Efforts by the Town to keep residents informed about local issues, (2) opportunity to engage and provide input into decisions

made by elected officials, and (3) opportunity to engage in improvement in my neighborhood.

CONCLUSION:

Receive the results of the Community Survey (Attachments 1 and 2) and provide any comments or direction to staff.

COORDINATION:

This staff report was coordinated by the Town Manager's Office.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:
1. 2025 Community Survey Results
2. 2025 Community Survey Mapping
3. Presentation from ETC Institute

Town of Los Gatos, California

2025 Town of Los Gatos Community Survey Findings Report

Submitted to the City of Los Gatos, California by:

ETC Institute
725 W. Frontier Lane,
Olathe, KS 66061

April 2025

Attachment 1

ETC INSTITUTE

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Executive Summary

2025 Town of Los Gatos Community Survey
Executive Summary

Purpose
In March and April of 2025, ETC Institute conducted a community survey on behalf of the Town of Los Gatos. The primary goal of the survey was to collect resident feedback on Town programs and services. Insights gathered from the survey will help guide efforts to enhance service delivery, address community challenges, and support strategic resource allocation. This marks the second time ETC Institute has administered a community survey for the Town of Los Gatos, with the first conducted in 2022.

Methodology
A six-page survey, accompanied by a cover letter and a postage-paid return envelope, was mailed to a randomly selected sample of households in Los Gatos. The cover letter outlined the survey's purpose and encouraged recipients to complete and return it by mail or participate online. To ensure accessibility, residents were also given the option to complete the survey in Spanish, either online or by phone.

At the conclusion of the online survey, respondents were asked to provide their home address. This step was necessary to verify that only individuals from the original random sample were included in the final dataset. ETC Institute cross-referenced these addresses with the sample list to confirm eligibility. Responses without a matching address were separated from the main database to maintain the integrity of the sample.

To further boost participation, ETC Institute conducted follow-up outreach to sampled households and promoted the survey through targeted social media advertisements on platforms such as Facebook and Instagram.

The goal was to obtain completed surveys from at least 400 residents. This goal was surpassed, with a total of 502 residents completing the survey. The overall results for the sample of 502 residents have a precision of at least ±4.34% at the 95% level of confidence.

Notes on Reporting:
The combination of top two box responses such as "very satisfied" or "satisfied" has been used to represent results for the purpose of this executive summary and throughout this report.

The percentage of "don't know" responses has been excluded from many of the graphs shown in this report to facilitate valid comparisons of the results from Los Gatos with the results from other communities in ETC Institute's *DirectionFinder®* database. Since the number of "don't know" responses often reflect the utilization and awareness of Town services, the percentage of "don't know" responses have been provided in the tabular data section of this report.

This report contains:
- An executive summary of the methodology and major findings.
- Charts showing the overall results for most questions on the survey.
- Benchmarking data that show how the results for Los Gatos compared to other communities.
- Charts showing the trends from this survey compared to the survey in 2022.
- Importance-Satisfaction analysis to determine Town priorities.
- Tables that show the results of the random sample for each question on the survey.
- A copy of the survey instrument.

Overview

Ratings and Perceptions of Los Gatos

Perceptions play a pivotal role in shaping overall satisfaction within a community. How individuals perceive various aspects of their community, including safety, amenities, and services, significantly influences their overall happiness and contentment with where they live. The areas of perception that had the highest ratings in Los Gatos were overall quality of life in the Town (90%), overall feeling of safety in the Town (90%), and overall image of the Town (85%).The lowest rated perceptions for Los Gatos were overall quality of services provided by the Town (71%), and overall value you receive for your Town tax dollars and fees (50%).

The overall ratings of Los Gatos that were the highest were as a place to live (99%), and as a place to raise children (93%). The lowest rated areas for Los Gatos were as a place to retire (68%), and as a place to work (68%).

Overall Quality of Town Services

The highest levels of satisfaction with town services provided by the Town of Los Gatos were the overall quality of Town library services (91%), Town parks and recreation facilities (89%), and overall quality of Town police services (81%). The lowest levels of satisfaction were overall effectiveness of Town communication with the public (48%), and Town planning, building and development services (35%). The town services that residents indicated are most important for the town to provide are: 1.) Overall maintenance of Town streets, sidewalks, and infrastructure, 2.) Overall quality of Town police services and 3.) Town planning, building, and developmental services.

The top two highest priorities for the Town of Los Gatos according to ETC's Importance-Satisfaction Analysis for town services were 1.) Town planning, building, and developmental services and, 2.) Overall maintenance of Town streets, sidewalks, and infrastructure. Improvements in these areas will maximize the overall satisfaction among residents of Los Gatos.

Public Safety Perceptions

The highest levels of satisfaction with public safety were professionalism of police officers (85%), effectiveness of local police protection (83%), and how quickly police respond to emergencies (79%). The lowest levels of satisfaction were with the visibility of police personnel in neighborhoods (55%), enforcement of local traffic laws (54%), and efforts to collaborate with the public to address concerns (50%). The public safety perceptions that residents indicated should receive the most emphasis over the next two years were: 1.) The Town's overall efforts to prevent crime, 2.) Effectiveness of local police protection, and 3.) How quickly police respond to emergencies.

The top four highest priorities for the Town of Los Gatos for public safety were 1.) The Town's overall efforts to prevent crime, 2.) Visibility of police personnel in neighborhoods, 3.) Efforts to collaborate with the public to address concerns, and 4.) Enforcement of local traffic laws. Improvements in these areas will maximize the overall satisfaction among residents of Los Gatos.

Streets, Sidewalks, and Infrastructure

The highest levels of satisfaction with streets, sidewalks, and infrastructure were the condition of Town buildings and facilities (82%), overall cleanliness of Town streets and other public areas (80%), and maintenance of street signs and traffic signals (77%). The lowest levels of satisfaction were with the condition of sidewalks in the Town (61%), quality of on-street bicycle infrastructure (55%), and flow of traffic on Town streets (25%).

The streets, sidewalks, and infrastructure services that residents indicated should receive the most emphasis over the next two years were: 1.) Flow of traffic on Town streets, 2.) Maintenance of major Town streets, and 3.) Overall cleanliness of Town streets and other public areas.

The top two highest priorities for the Town of Los Gatos for streets, sidewalks, and infrastructure services are 1.) Flow of traffic on Town streets, and 2.) Condition of sidewalks in Town. Improvements in these areas will maximize overall satisfaction among residents.

Parks and Facilities

The highest levels of satisfaction with parks and facilities in Los Gatos were the maintenance of Town parks (90%), walking and biking trails in the Town (82%), and quality of facilities such as picnic areas and playgrounds in Town parks (82%). All the other items rated above sixty-seven percent (67%) indicating high satisfaction in this area. The parks and facilities items that residents indicated should receive the most emphasis over the next two years were, 1.) Maintenance of Town parks, 2.) Walking and biking trails in Town, and 3.) Quality of facilities such as picnic areas and playgrounds in Town parks.

As expected with the high levels of satisfaction, no items received a high priority rating from ETC's Importance satisfaction rating. This indicates that the Town is providing services in this area at a level that is currently satisfying residents.

Economic Opportunity

The highest levels of satisfaction with economic opportunity in Los Gatos were the access to healthy food that you can afford (65%), the access to quality health care that you can afford (64%), and the variety and number of businesses available in Los Gatos (55%). The lowest levels of satisfaction were with the Town's efforts to attract new businesses and tourism (31%), the availability of adequate and affordable housing units (27%), and the access to quality childcare that you can afford (25%). The economic opportunity items that residents indicated should receive the most emphasis over the next two years were: 1.) Variety and number of businesses available in Los Gatos, 2.) Support for entrepreneurs and small business owners available in Town, and 3.) Town's efforts to attract new businesses and tourism.

The top three highest priorities for the Town of Los Gatos were 1.) Variety and number of businesses available in Los Gatos, 2.) Support for entrepreneurs and small business owners available in Town, and 3.) Access to quality housing you can afford.

Communication and Community Engagement

The highest levels of satisfaction with communication and community engagement in Los Gatos were the access to information about Town Council, Boards, and Commissions meetings (57%), the availability of information about Town programs and services (52%), and the efforts by the Town to keep residents informed about local issues (41%). The lowest levels of satisfaction were with the Town use of social media (32%), the opportunity to engage in improvements in my neighborhood (26%), and the opportunity to engage in development projects in my neighborhood (24%). The communication and community engagement items that residents indicated should receive the most emphasis over the next two years were: 1.) Efforts by the Town to keep residents informed about local issues, 2.) Opportunity to engage and provide input into decisions made by elected officials, and 3.) Availability of information about Town programs and services.

The top three highest priorities for the Town of Los Gatos were 1.) Efforts by the Town to keep residents informed about local issues 2.) Opportunity to engage and provide input into decisions made by elected officials, and 3.) Opportunity to engage in improvements in my neighborhood.

Additional Communication Findings

- Residents currently receive their news and information about the Town of Los Gatos from local publications, regional news outlets, radio, newspapers, magazines, and through word of mouth from neighbors.
- When residents were asked where they would prefer to receive information about the Town of Los Gatos, the top three choices were:
  1. Local publications
  2. The weekly "What's New" Town eNewsletter or other Town Notify Me registrations
  3. The Town of Los Gatos website

  Aligning the Town's communication efforts with residents' preferred sources can help improve satisfaction and engagement.
- The top three social media accounts followed by residents are:
  1. Town Nextdoor
  2. Town Facebook
  3. Town Instagram

Additional Findings

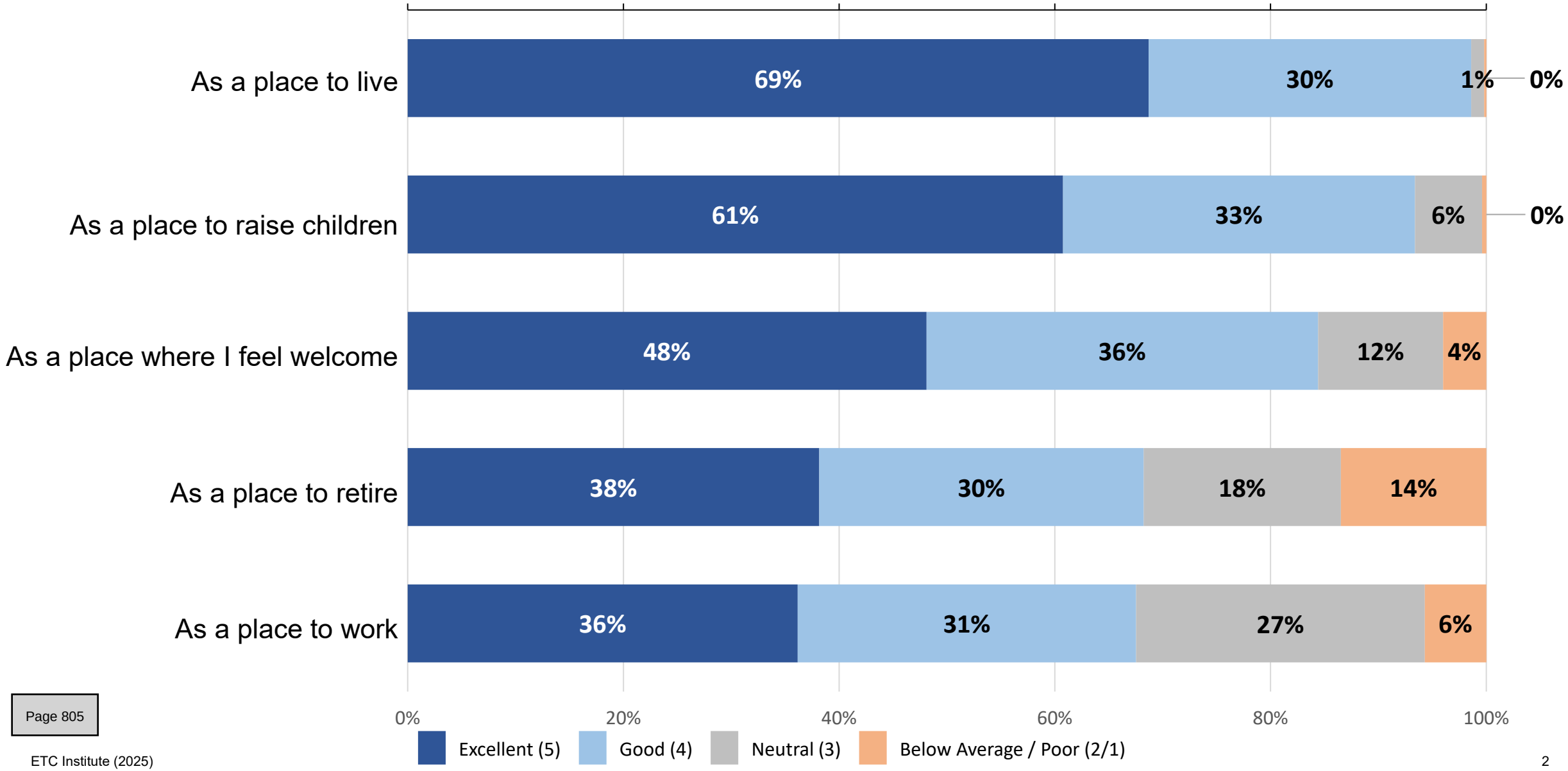
- Thirty-eight percent (38%) of residents have called or visited the Town in the past year with a question problem or complaint.
- Of those who have contacted the Town, seventy-three percent (73%) of residents said it was "very easy" or "easy" to contact the person they needed to reach.
  - The top three departments contacted were:
    1. Parks and Public Works
    2. Police
    3. Town Manager and Clerk Offices
- The community investment areas with the highest levels of resident support were:
  1. Maintaining streets, sidewalks, and storm sewer systems
  2. Improving traffic flow to reduce congestion
  3. Maintaining 911 response times
  4. Improving disaster preparation and response for hazards such as wildfires and earthquakes
  - **Improving traffic flow to reduce congestion** emerged as the top priority when residents were asked which item they believe is most important for the Town to pursue.

1 Charts and Graphs

ITEM NO. 25.

Q1. Overall Ratings of Los Gatos

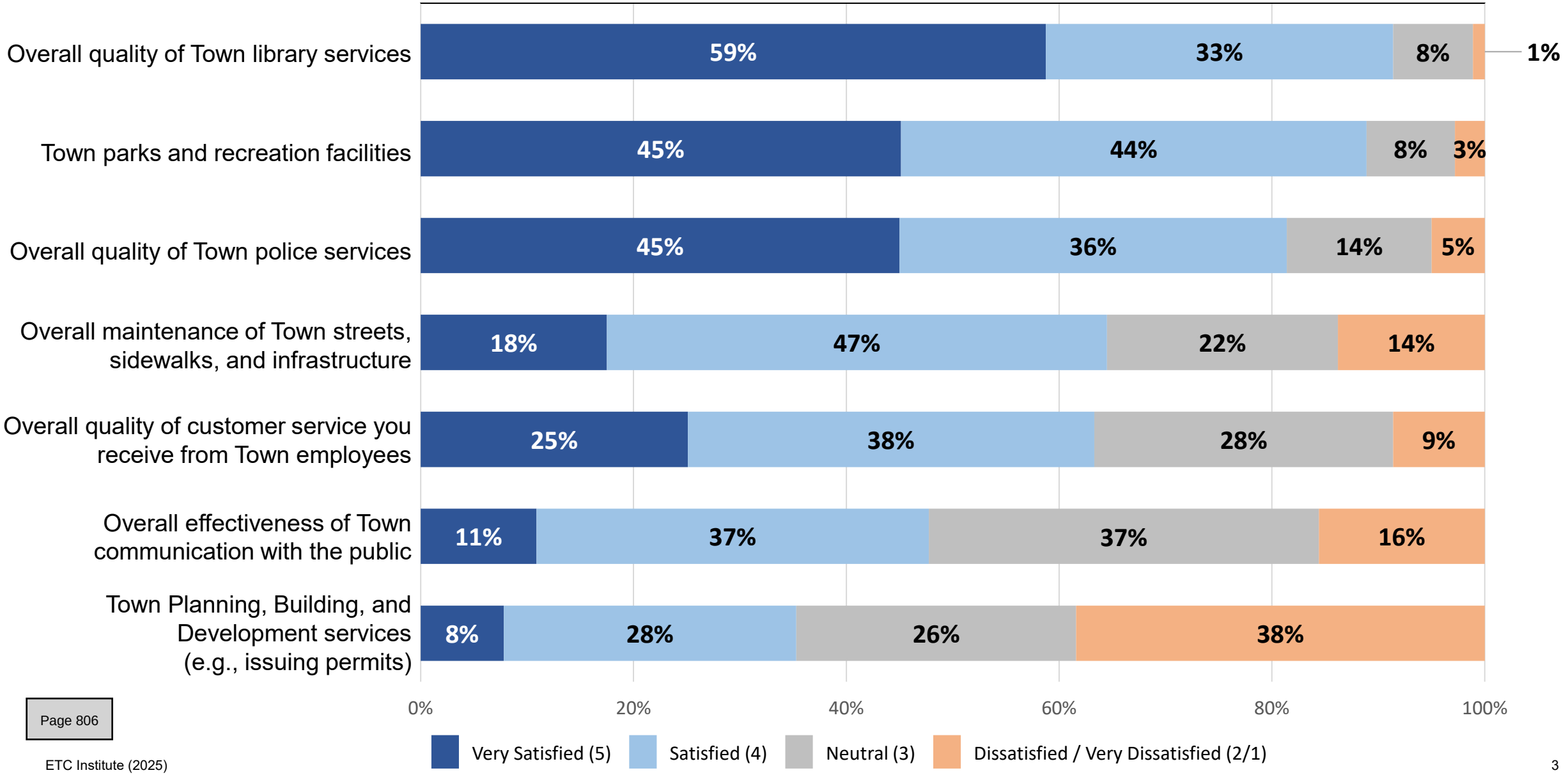
by percentage of respondents (excluding don't know)



ITEM NO. 25.

Q2. Satisfaction with Town Services

by percentage of respondents (excluding don't know)

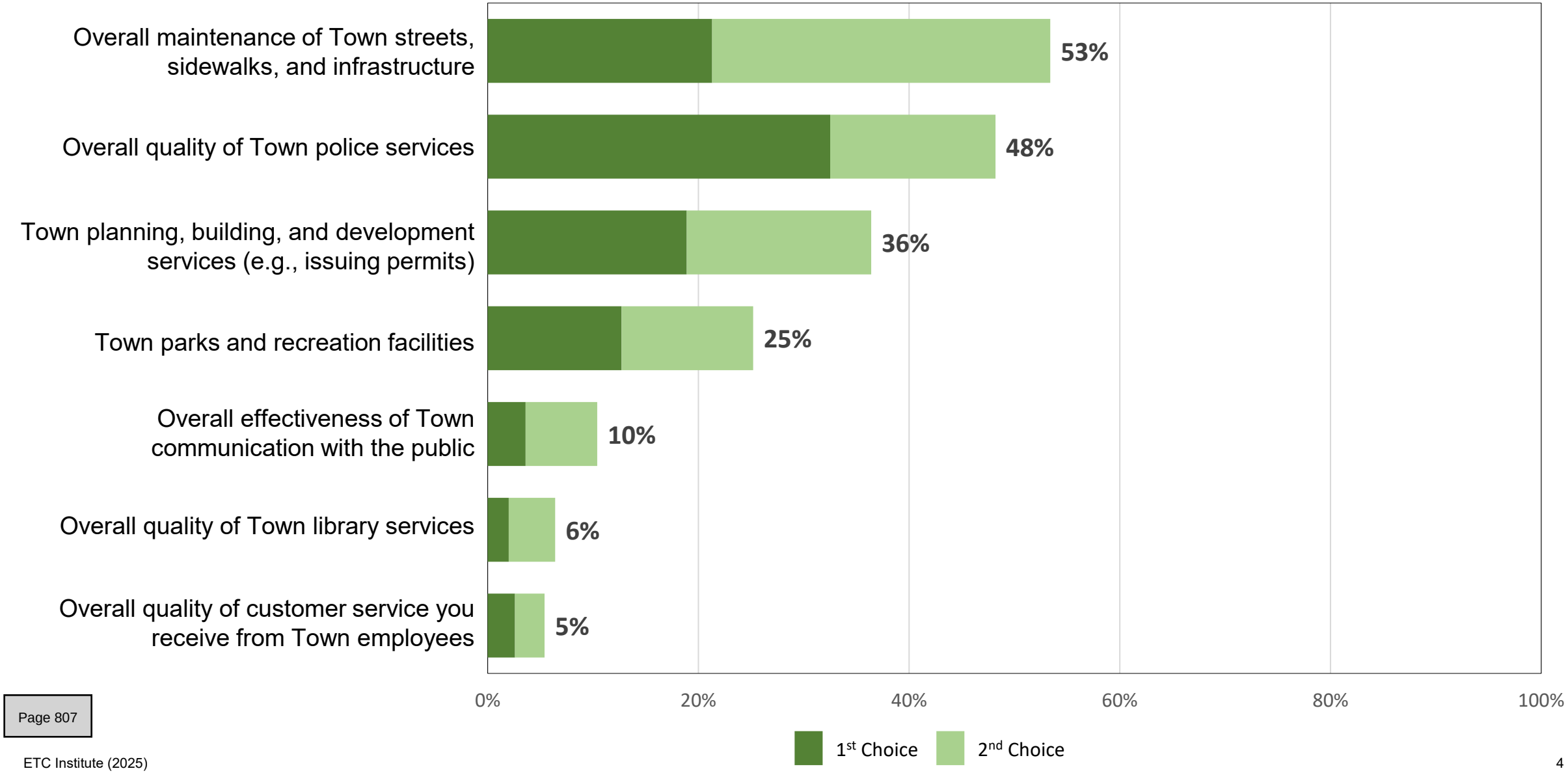


ETC Institute (2025)

ITEM NO. 25.

Q3. Which TWO Of The Services Listed In Question 2 Do You Think Are MOST IMPORTANT For The Town To Provide?

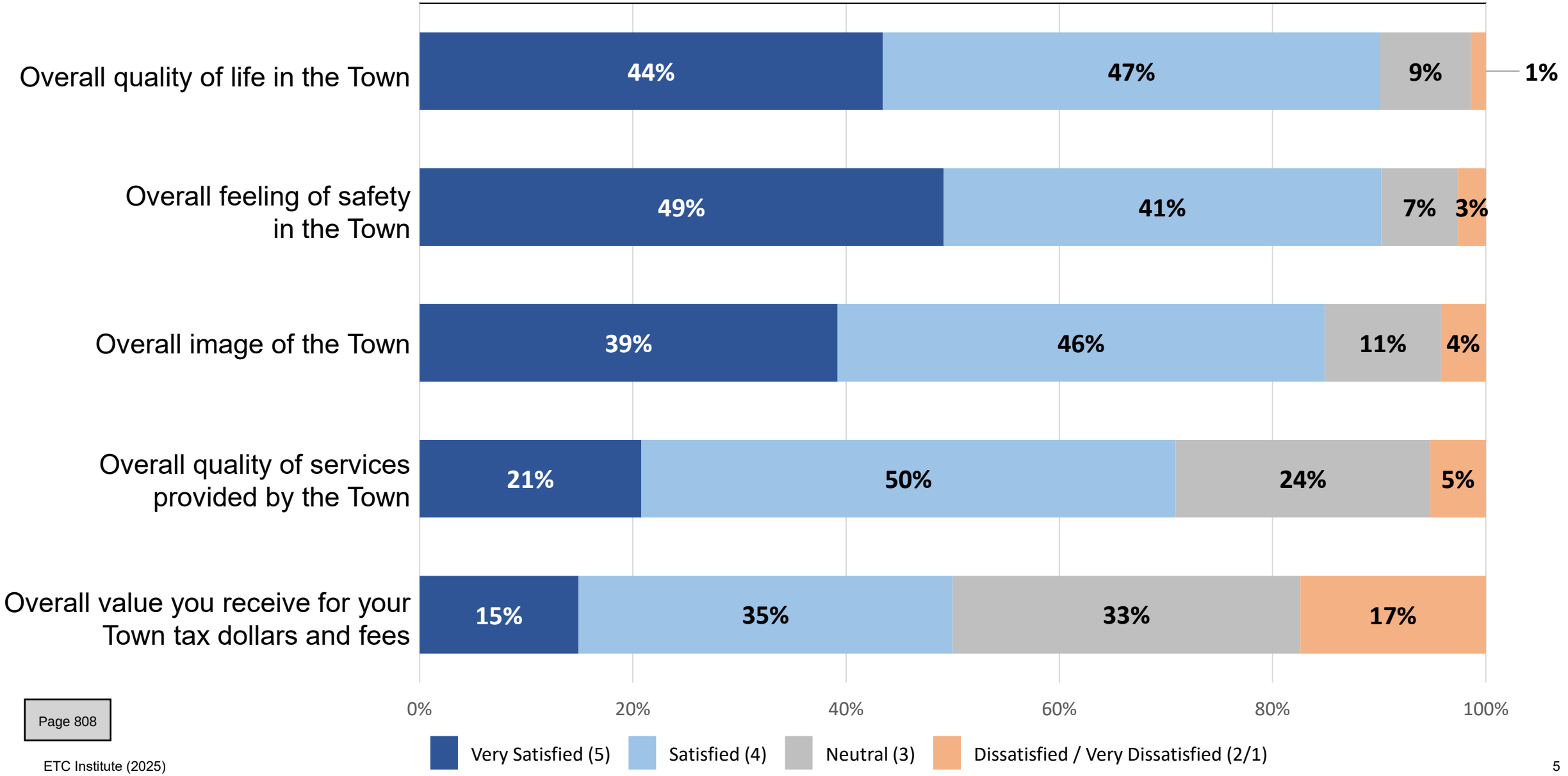
by percentage of respondents who selected the item as one of their top two choices



ITEM NO. 25.

Q4. Perceptions of the Community

by percentage of respondents (excluding don't know)

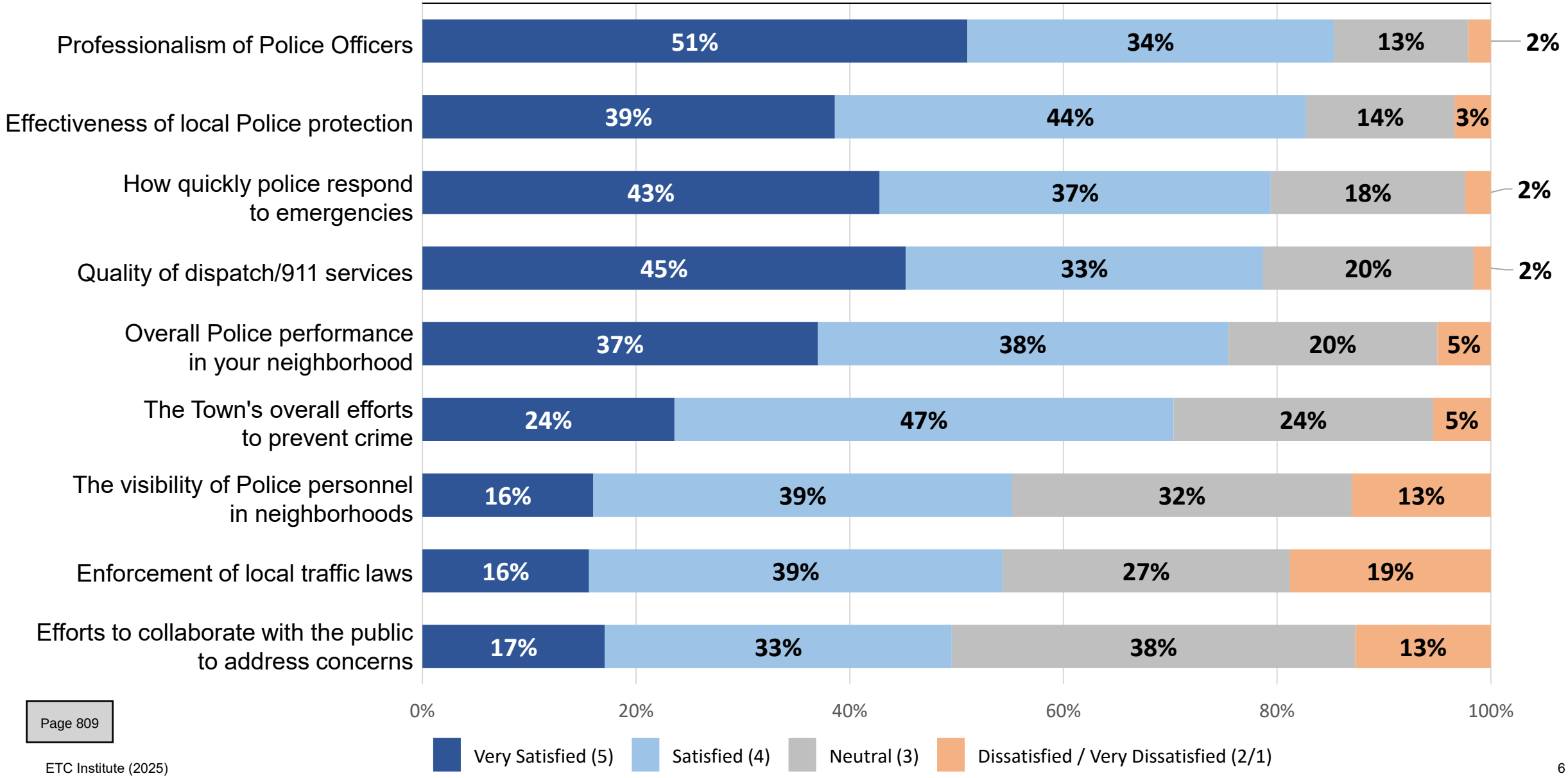


ETC Institute (2025)

ITEM NO. 25.

Q5. Public Safety Perceptions

by percentage of respondents (excluding don't know)

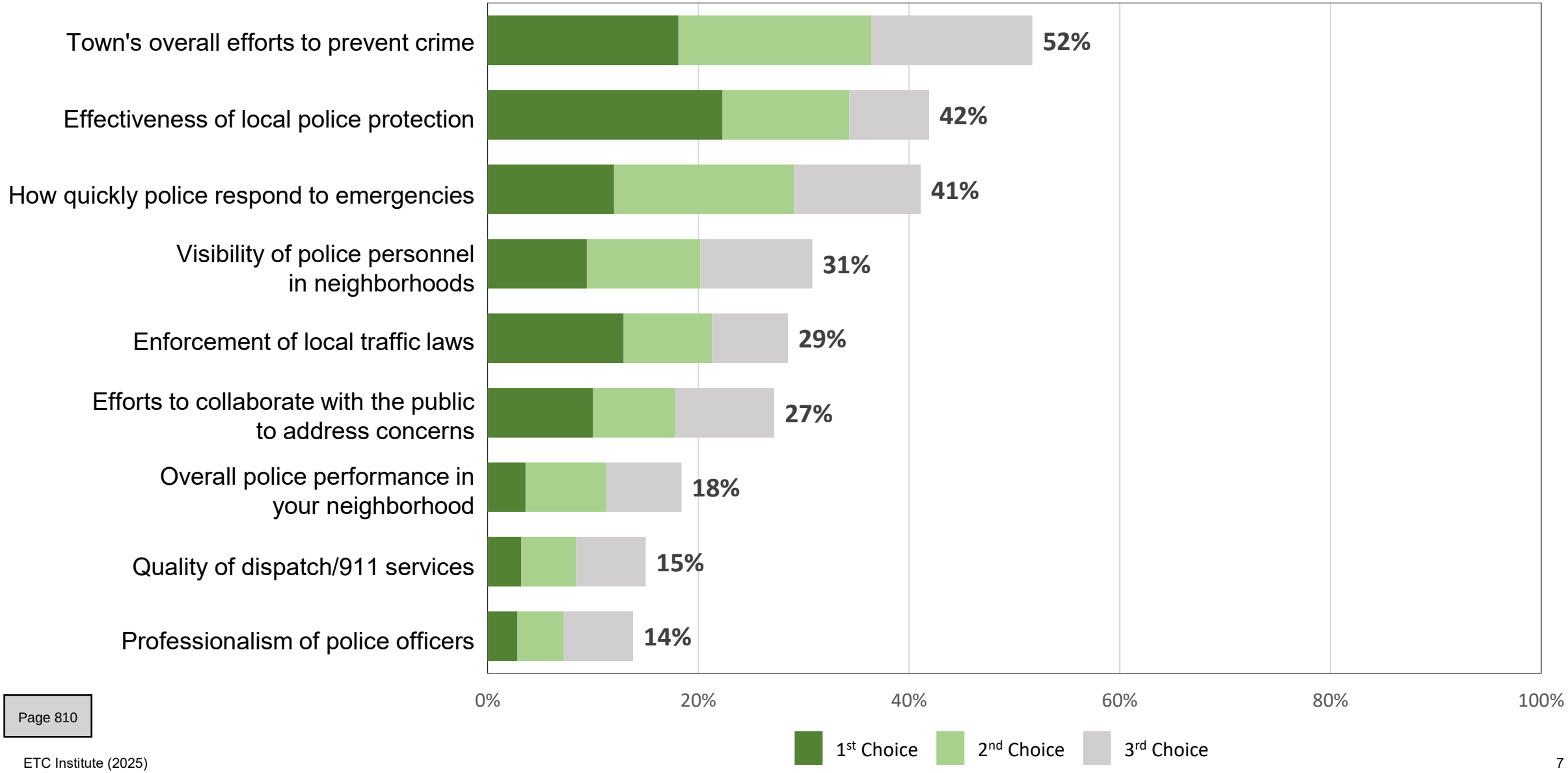


ETC Institute (2025)

Q6. Which THREE Services Listed In Question 5 Do You Think Should Receive The MOST EMPHASIS From The Town Over The Next TWO Years?

ITEM NO. 25.

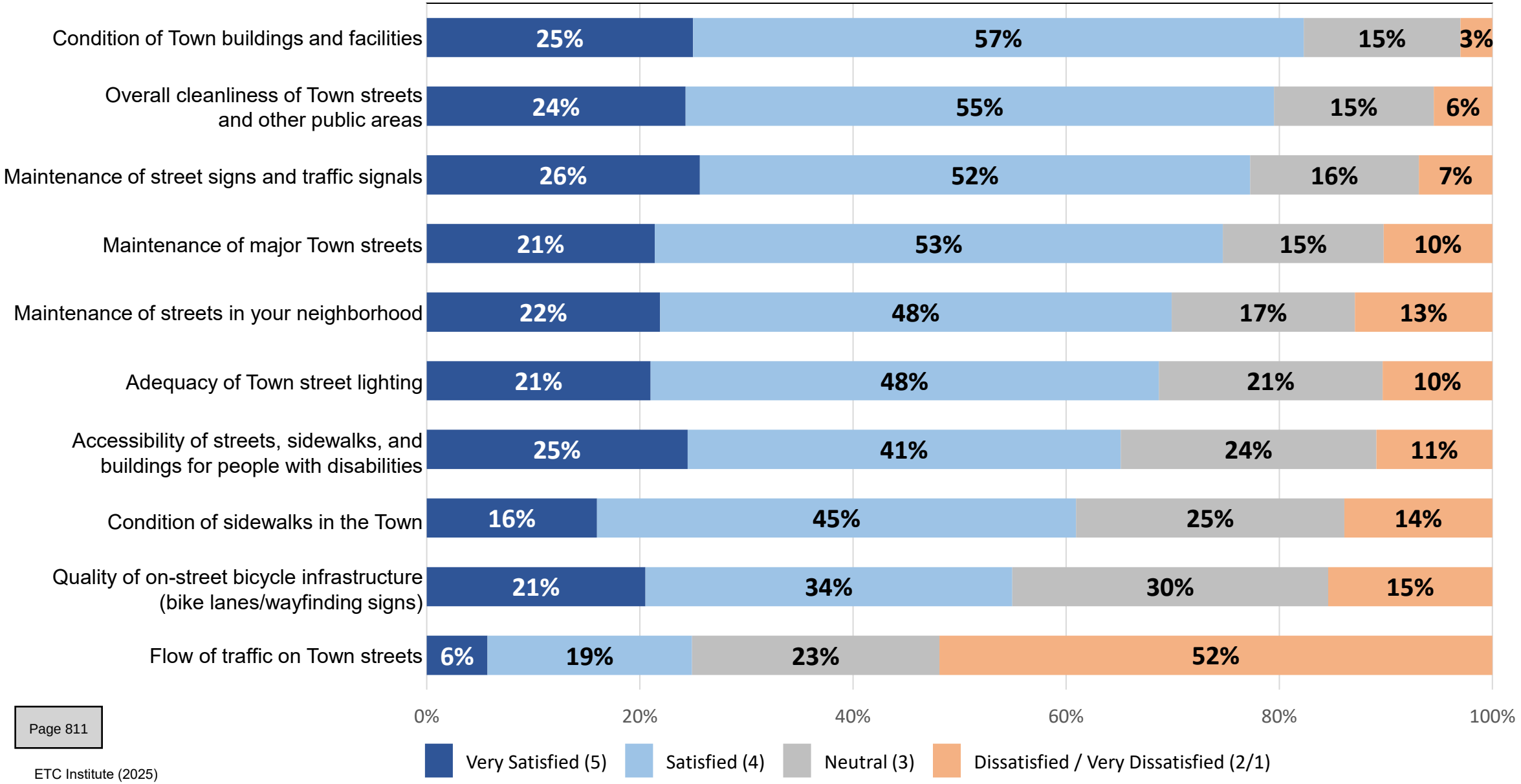
by percentage of respondents who selected the item as one of their top three choices



Q7. Satisfaction with Streets, Sidewalks and Infrastructure

ITEM NO. 25.

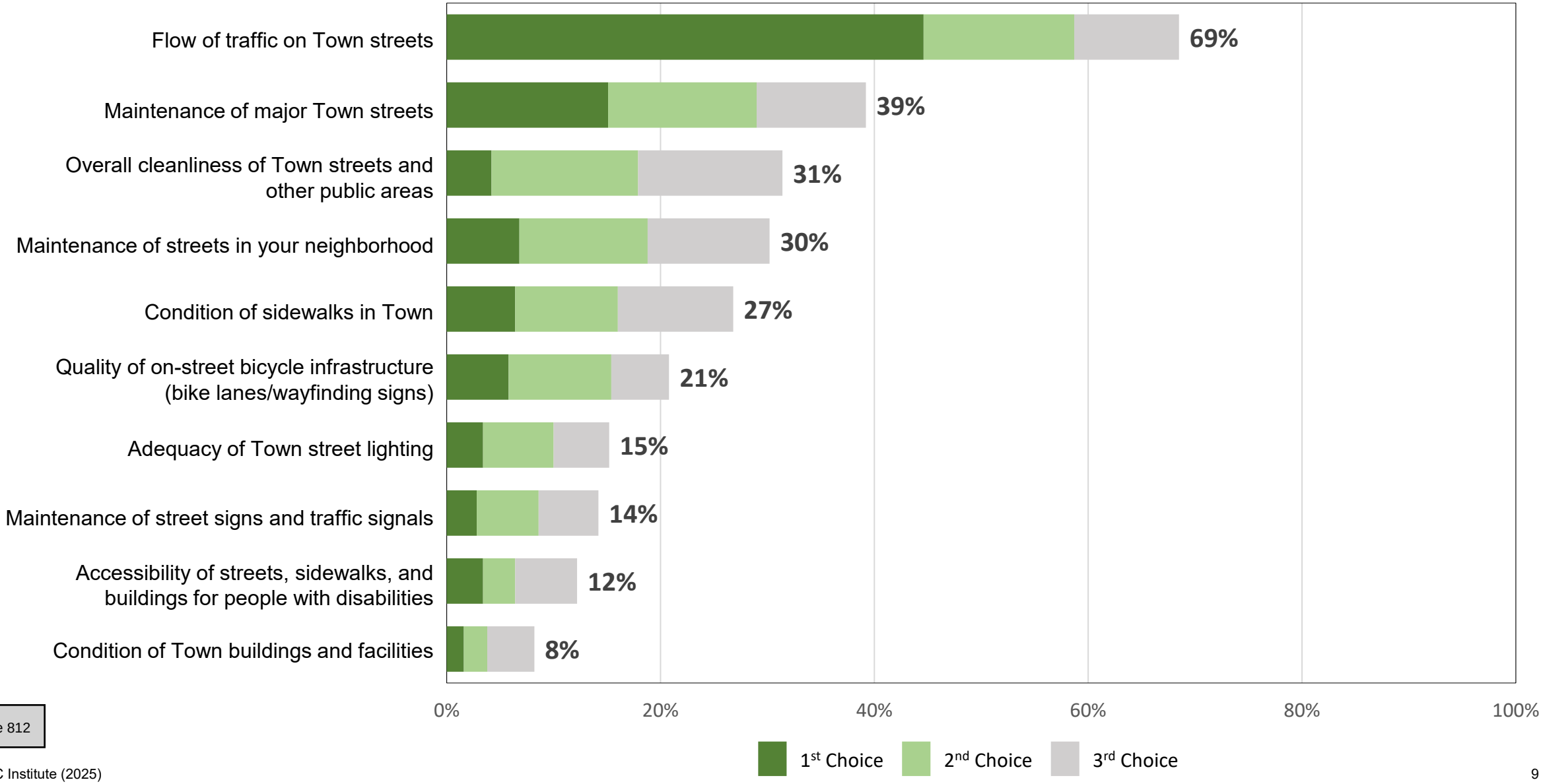
by percentage of respondents (excluding don't know)



ITEM NO. 25.

Q8. Which THREE Of The Services Listed In Question 7 Do You Think Should Receive The MOST EMPHASIS From The Town Over The Next TWO Years?

by percentage of respondents who selected the item as one of their top three choices

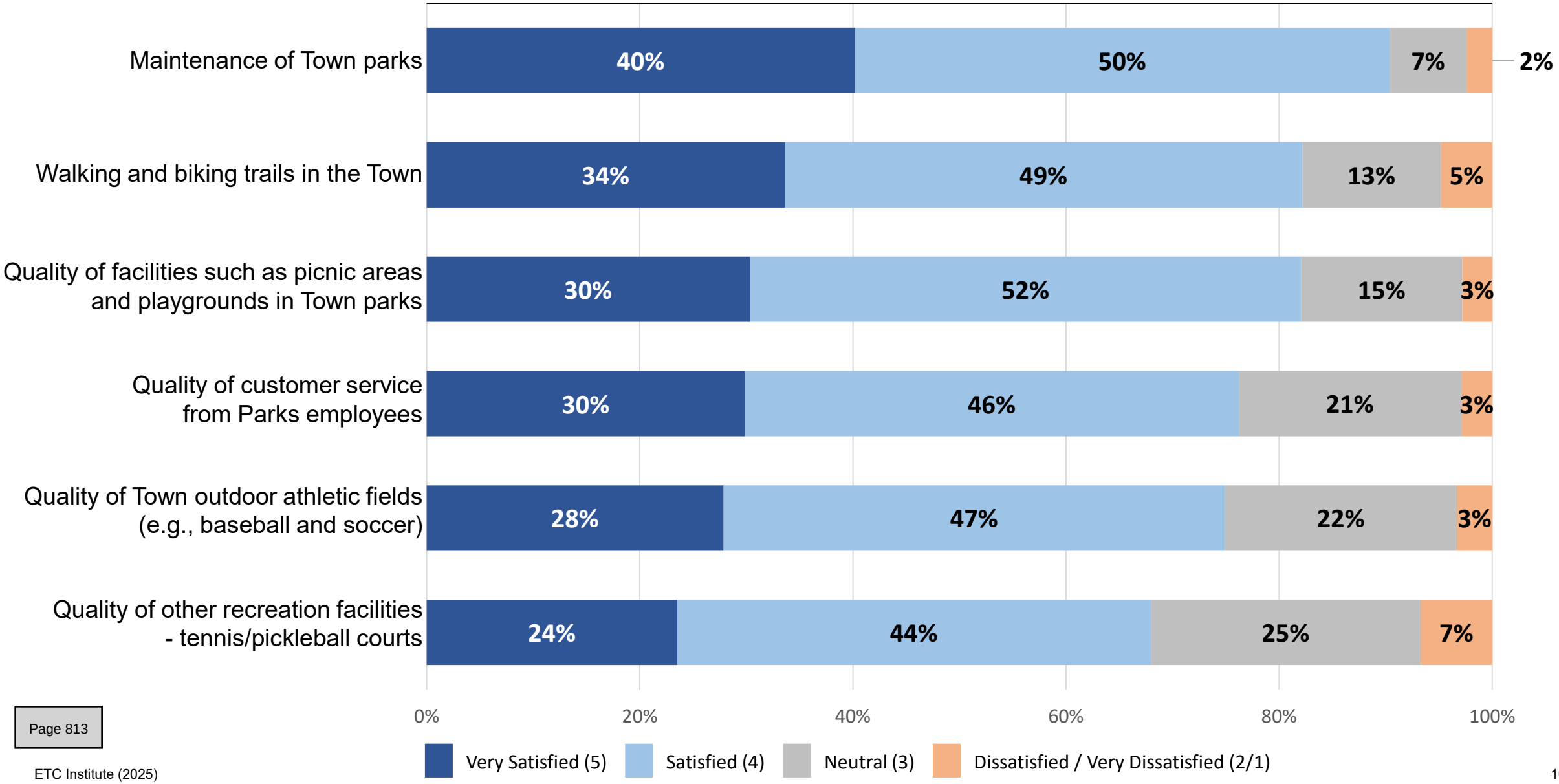


ETC Institute (2025)

ITEM NO. 25.

Q9. Satisfaction with Park Facilities

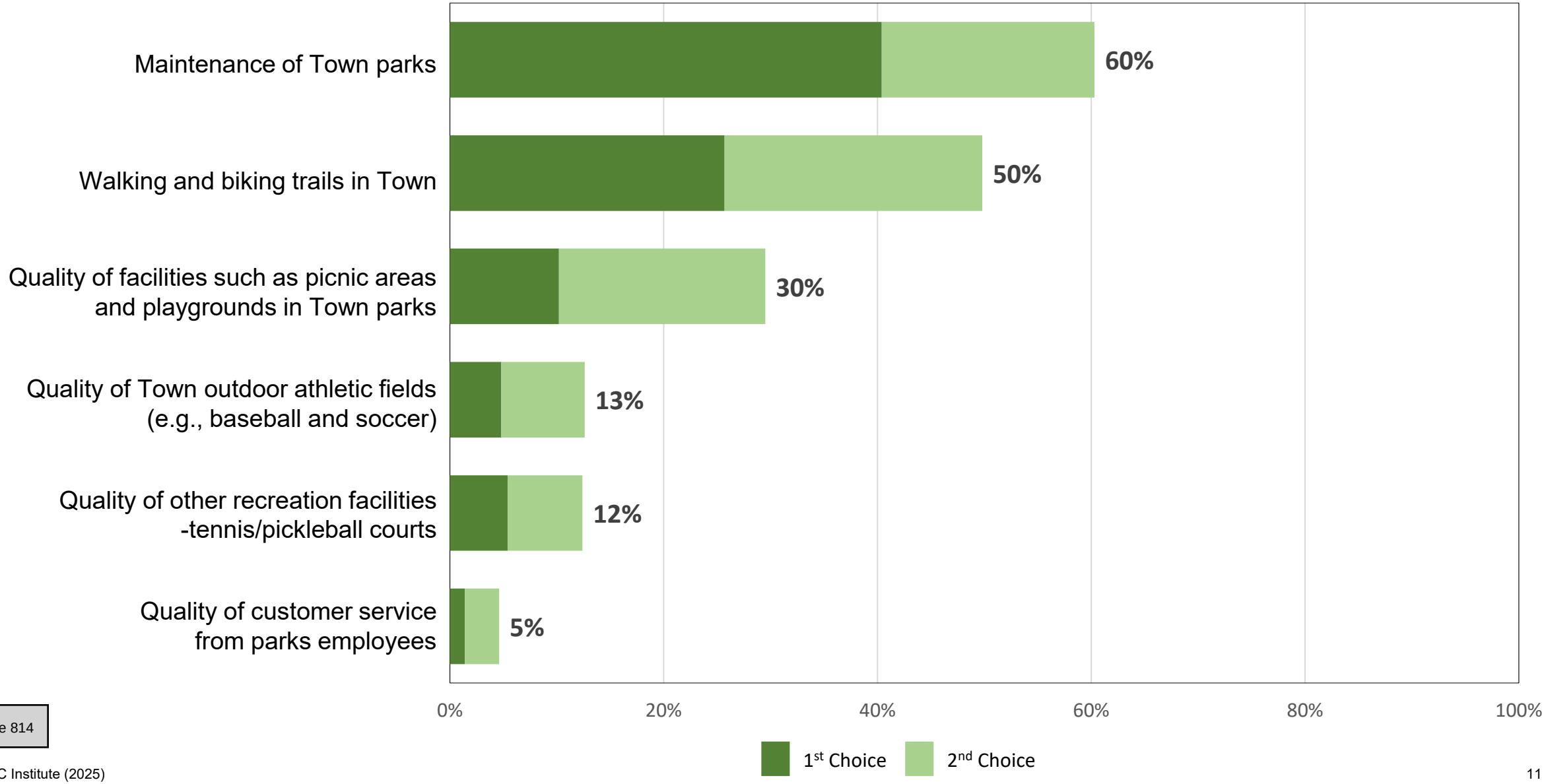
by percentage of respondents (excluding don't know)



Q10. Which TWO Of The Services Listed In Question 9 Do You Think Should Receive The MOST EMPHASIS From The Town Over The Next TWO Years?

ITEM NO. 25.

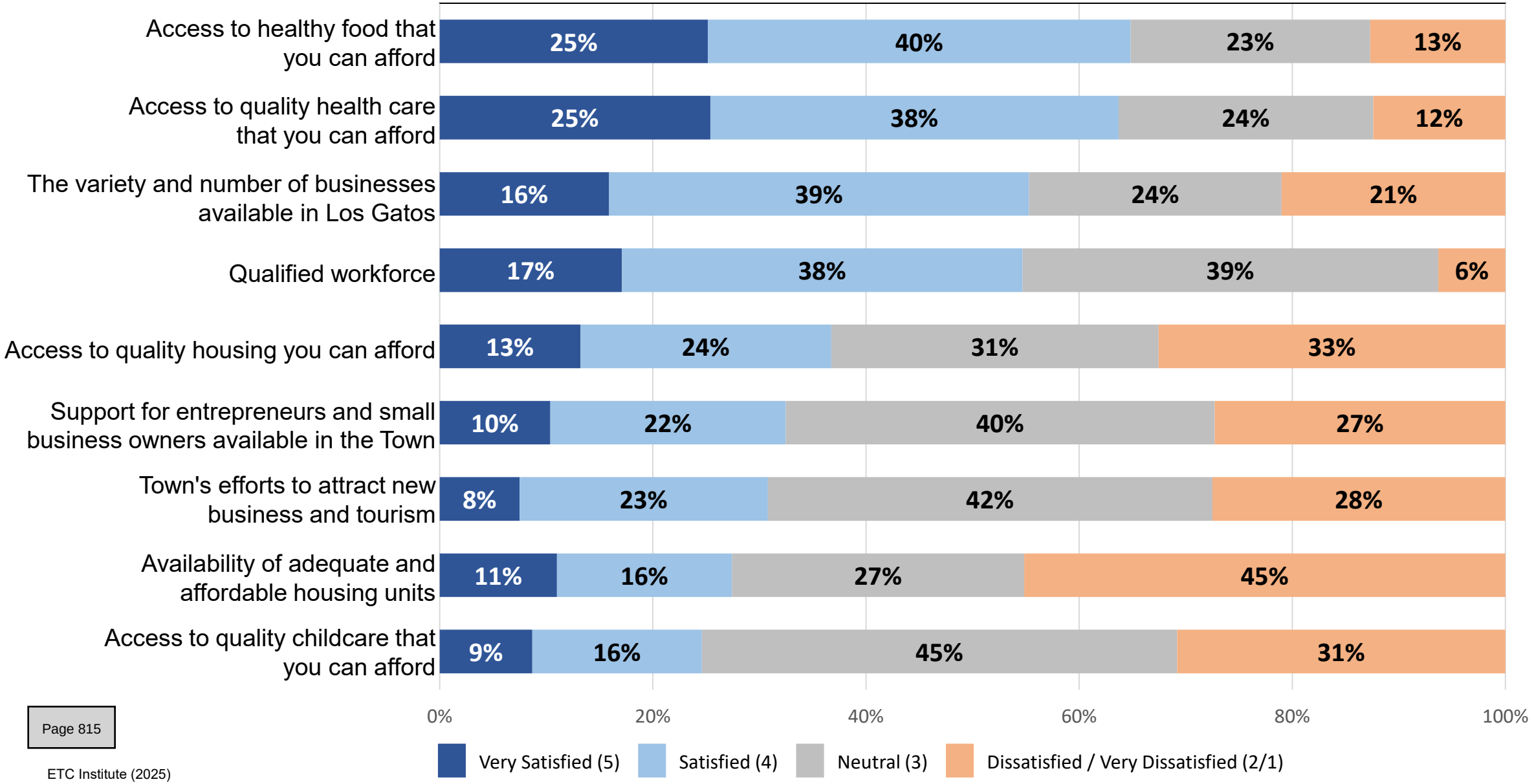
by percentage of respondents who selected the item as one of their top two choices



ITEM NO. 25.

Q11. Satisfaction with Economic Opportunity

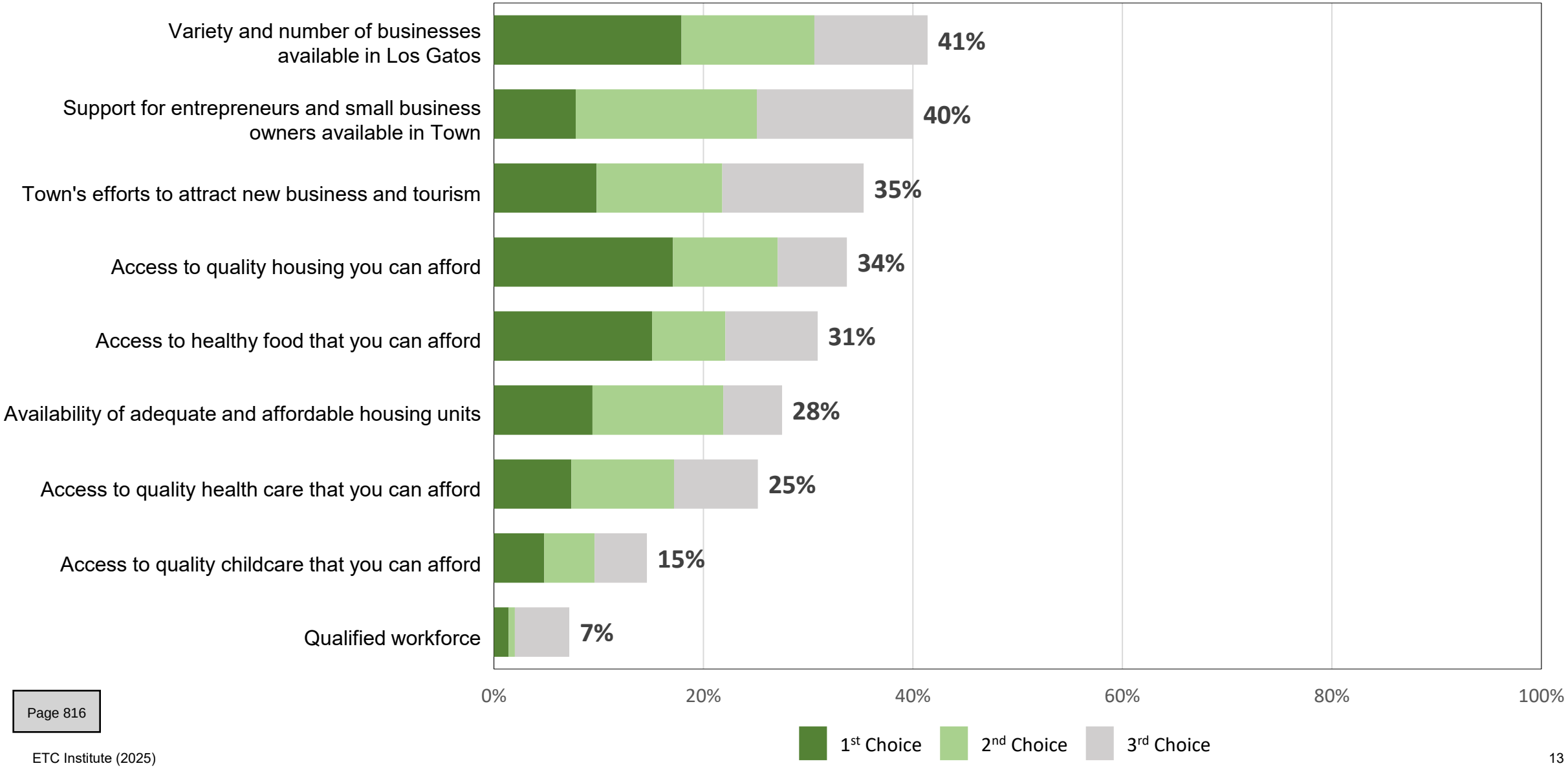
by percentage of respondents (excluding don't know)



ITEM NO. 25.

Q12. Which THREE Of The Economic Opportunities Listed In Question 11 Do You Think Should Receive The MOST EMPHASIS From The Town Over The Next TWO Years?

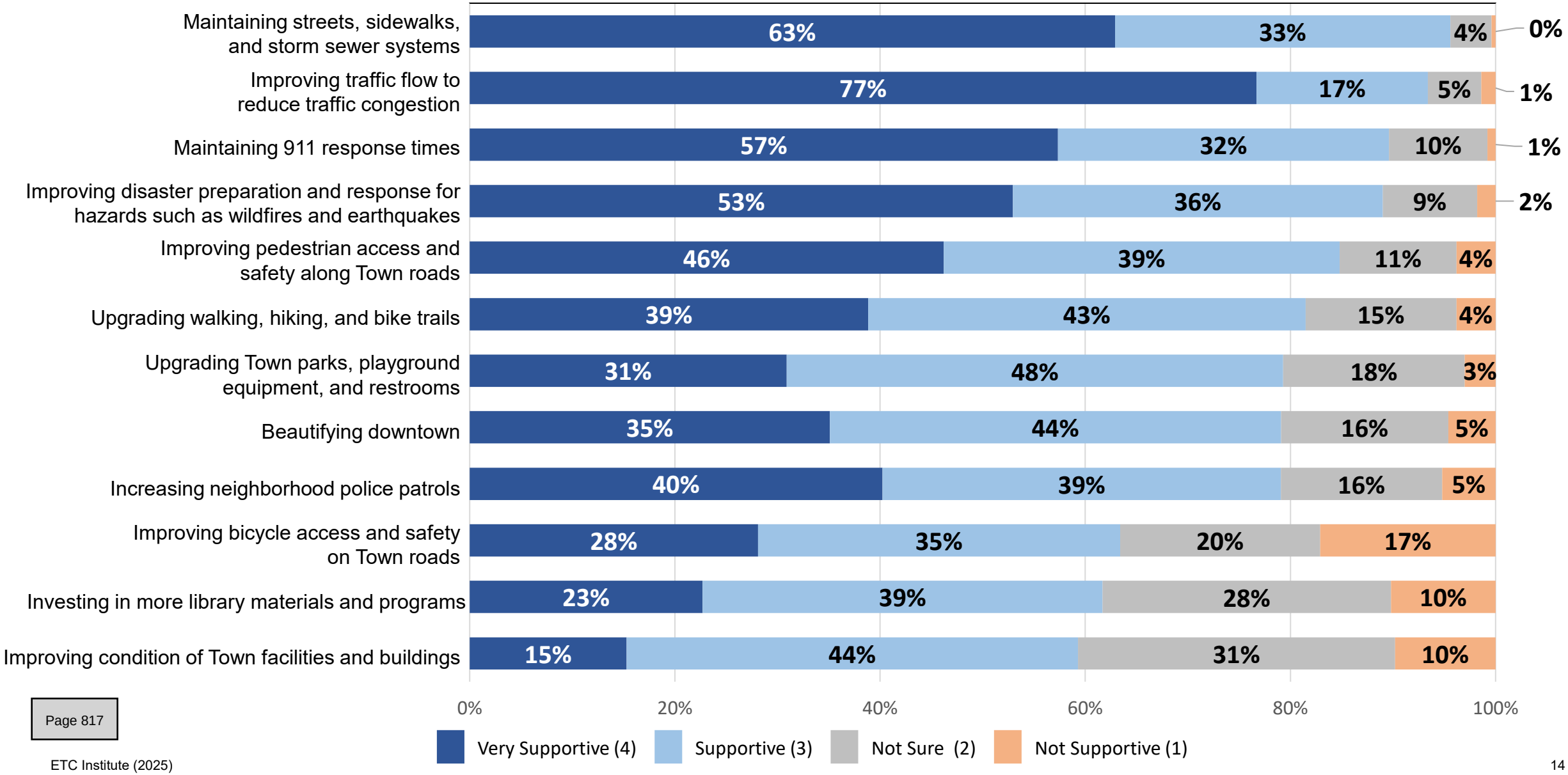
by percentage of respondents who selected the item as one of their top three choices



ITEM NO. 25.

Q13. Support For Community Investment Areas

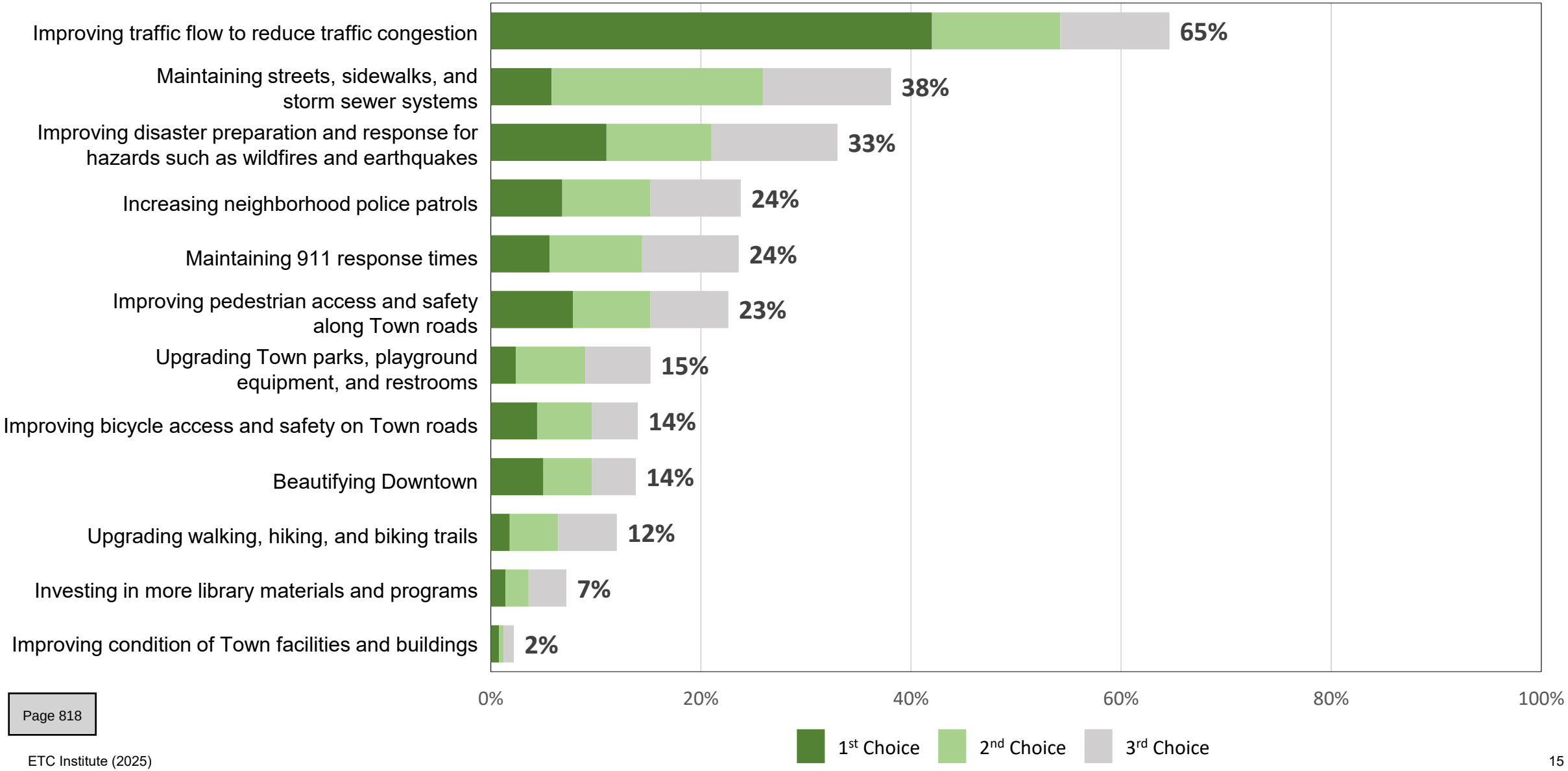
by percentage of respondents (excluding don't know)



Q14. Which THREE Of The Items Listed In Question 13 Do You Think Are MOST IMPORTANT For The Town To Pursue?

ITEM NO. 25.

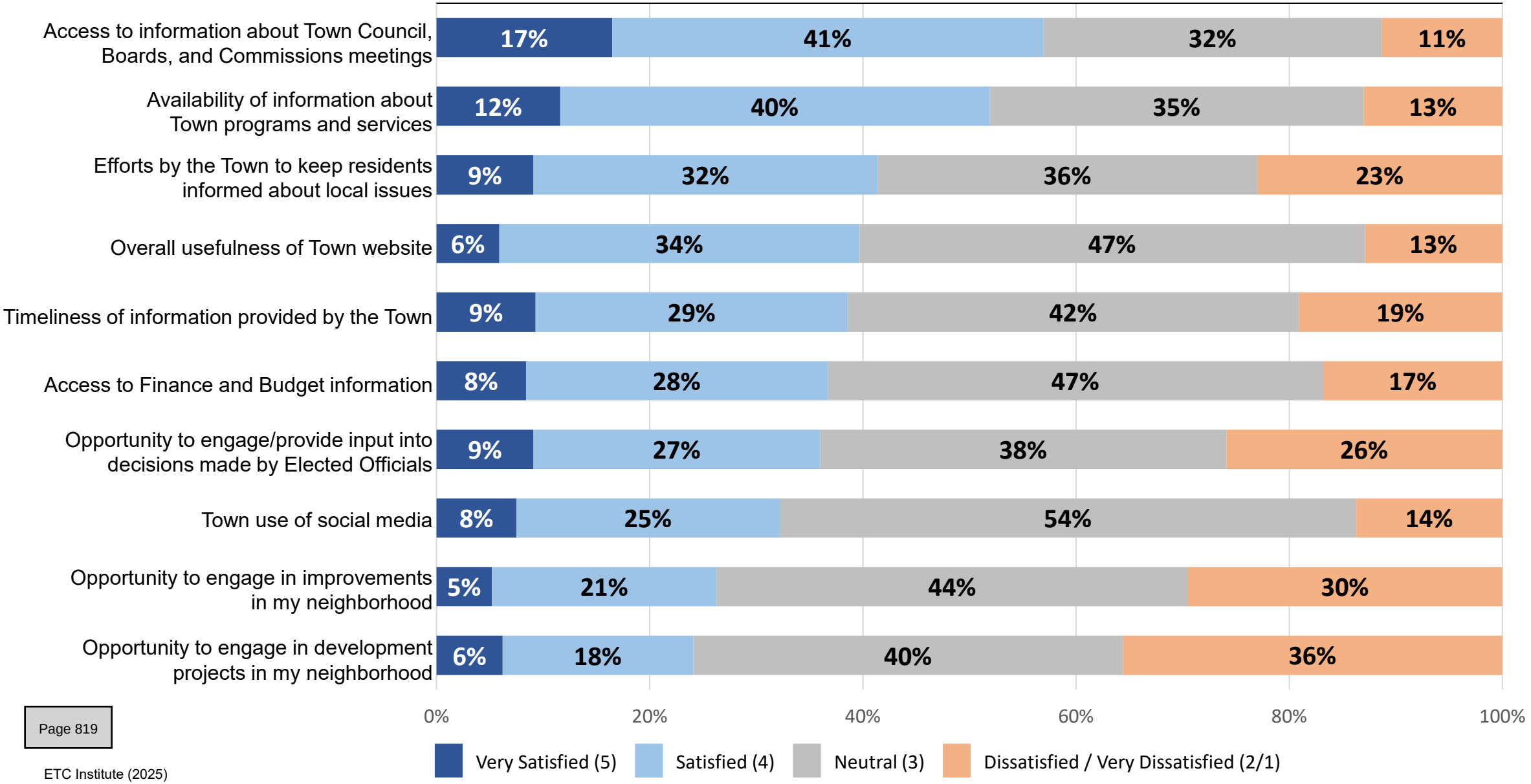
by percentage of respondents who selected the item as one of their top three choices



Q16. Satisfaction with Communication and Community Engagemen

ITEM NO. 25.

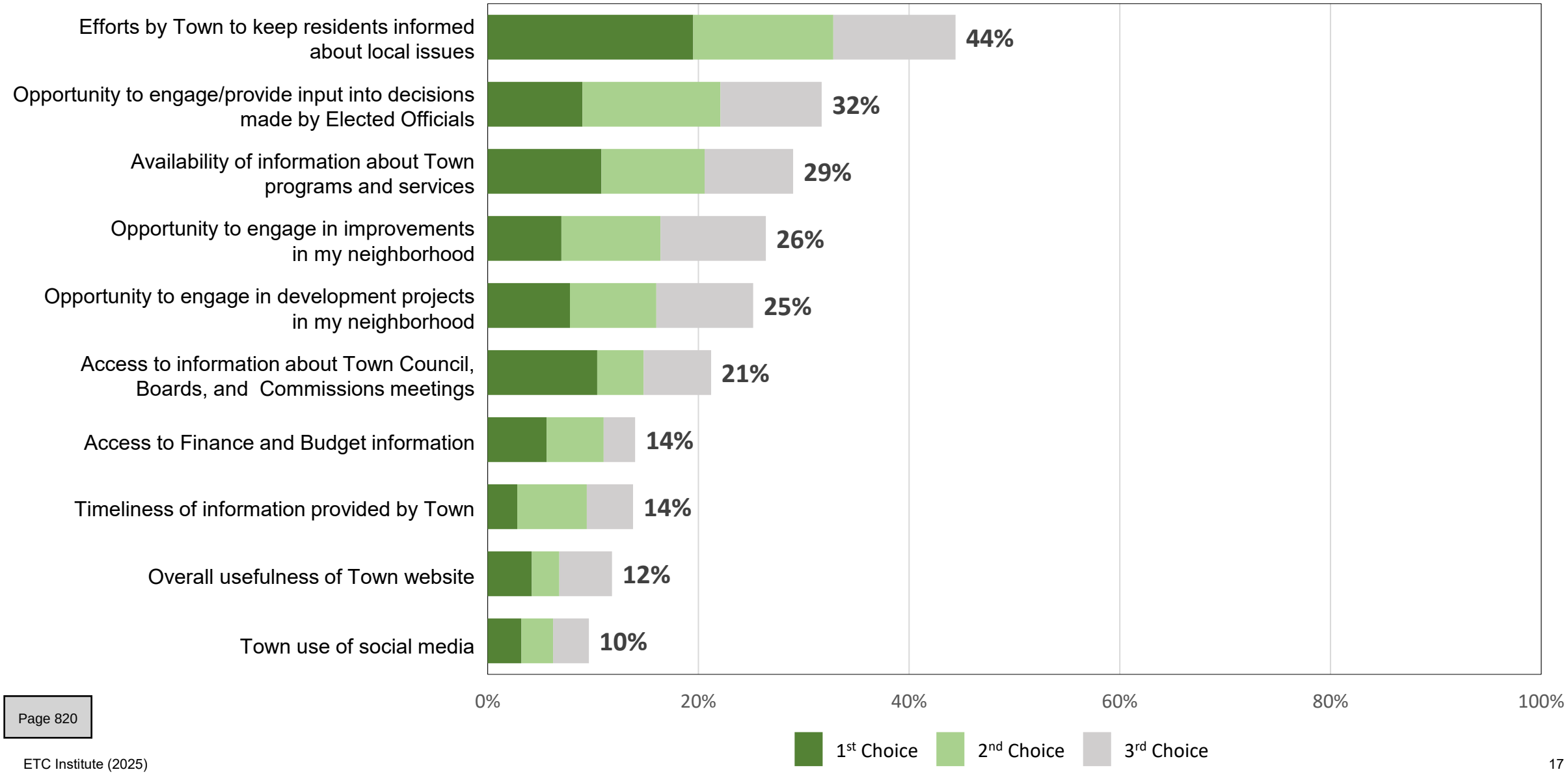
by percentage of respondents (excluding don't know)



ITEM NO. 25.

Q17. Which THREE Of The Services Listed In Question 16 Do You Think Should Receive T MOST EMPHASIS From The Town Over The Next TWO Years?

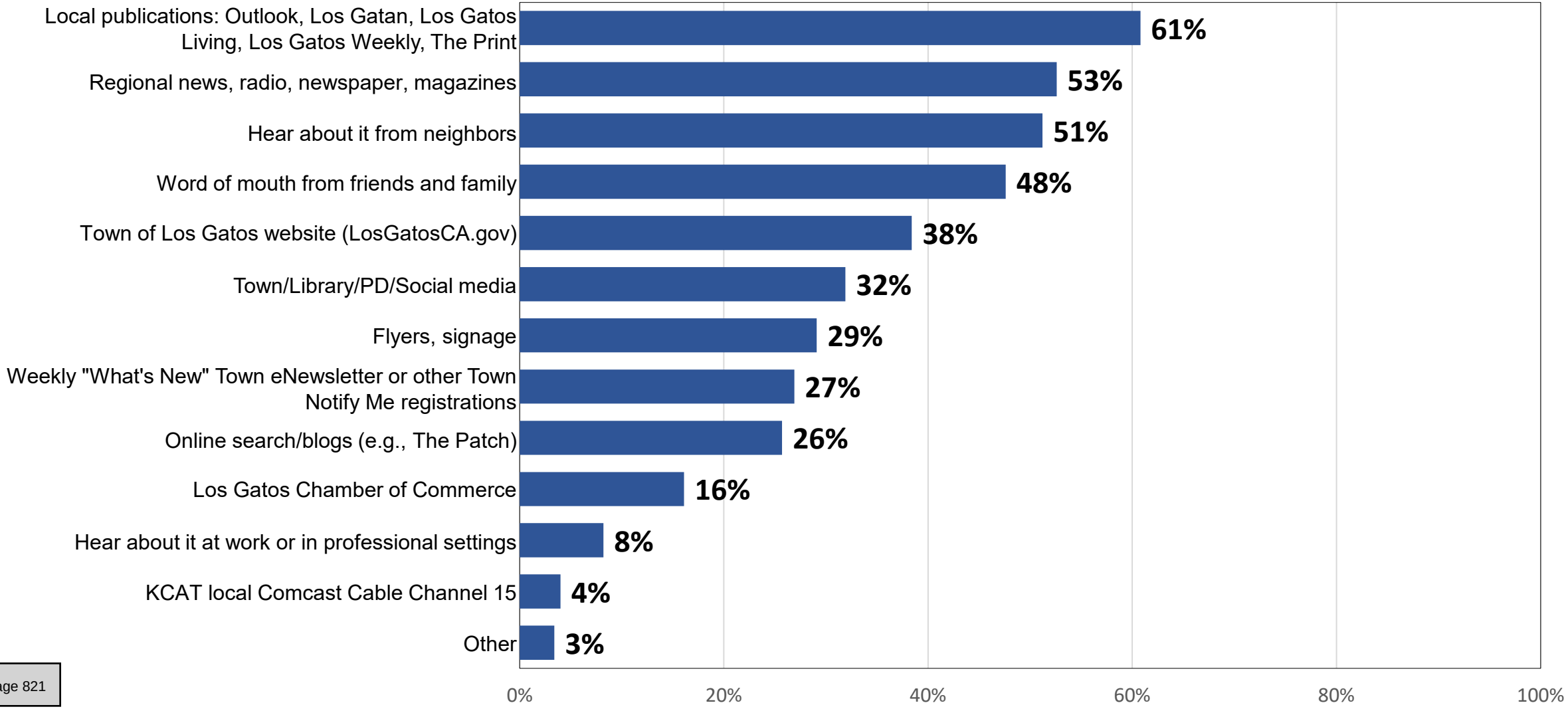
by percentage of respondents who selected the item as one of their top three choices



ITEM NO. 25.

Q18. Please CHECK ALL The Ways You Learn About Los Gatos Programs, News, Activities, And Events.

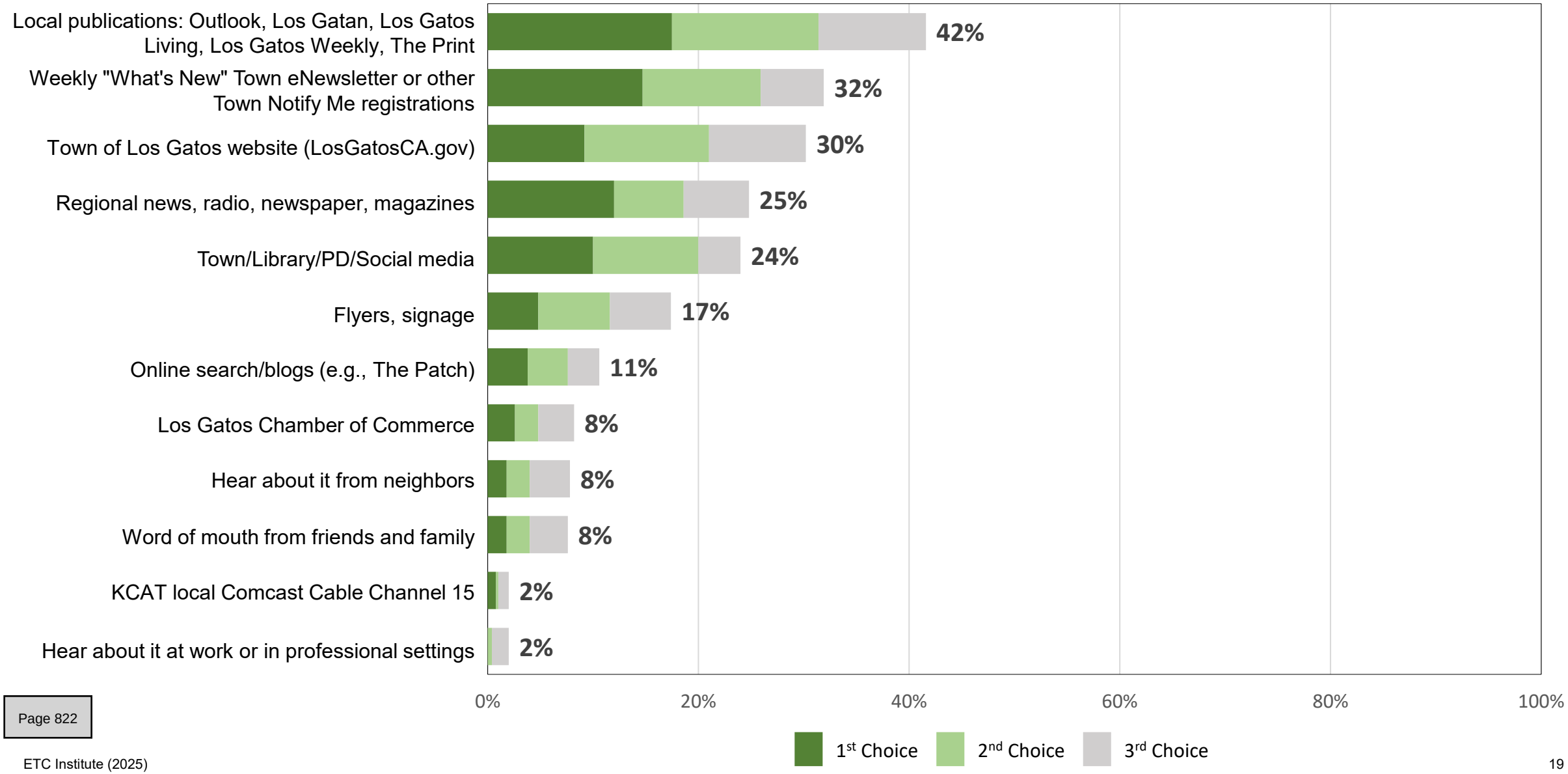
by percentage of respondents (multiple selections could be made)



Q19. Which THREE Of The Sources From The List In Question 18 Do You MOST PREFER To Use To Learn About Town News, Events, Programs, Or Activities?

ITEM NO. 25.

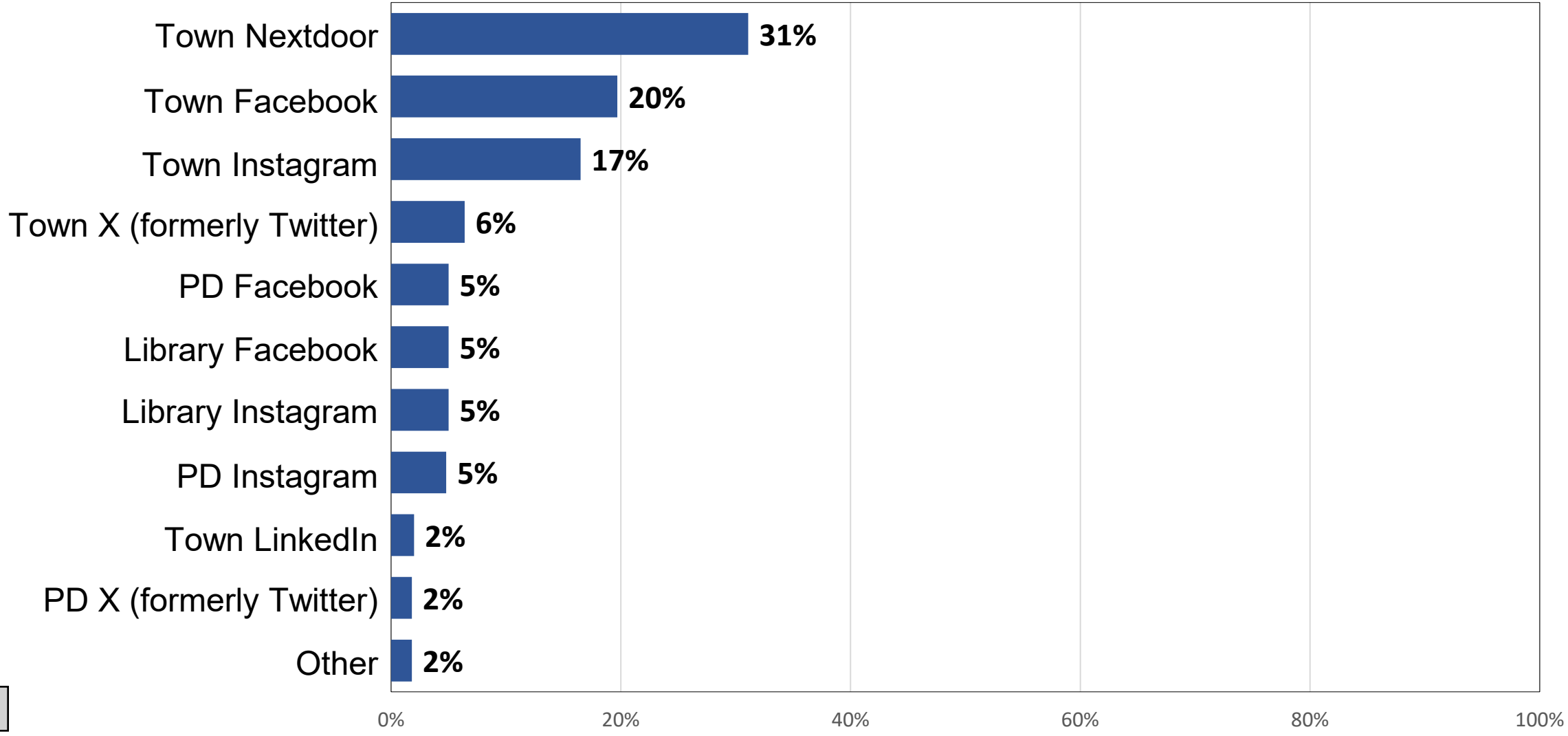
by percentage of respondents who selected the item as one of their top three choices



ITEM NO. 25.

Q20. Please CHECK ALL Of The Town's Social Media Accounts That You Follow.

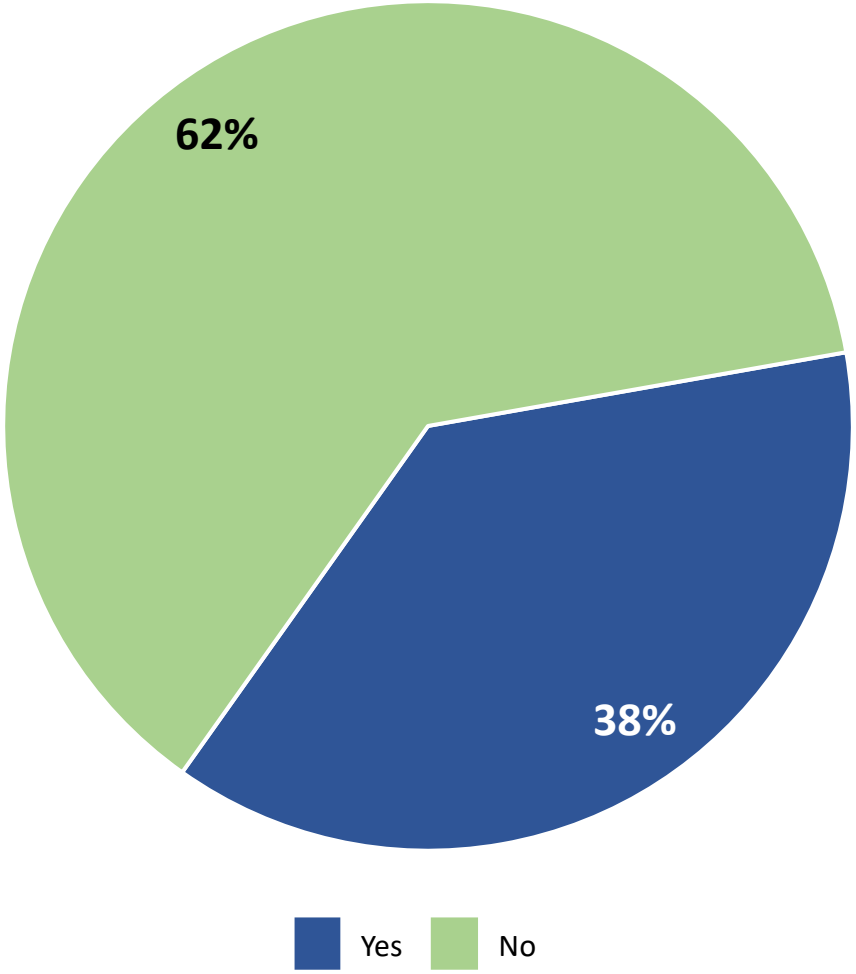
by percentage of respondents (multiple selections could be made)



ITEM NO. 25.

Q21. Have You Called Or Visited The Town With A Question, Problem, Or Complaint During The Past Year?

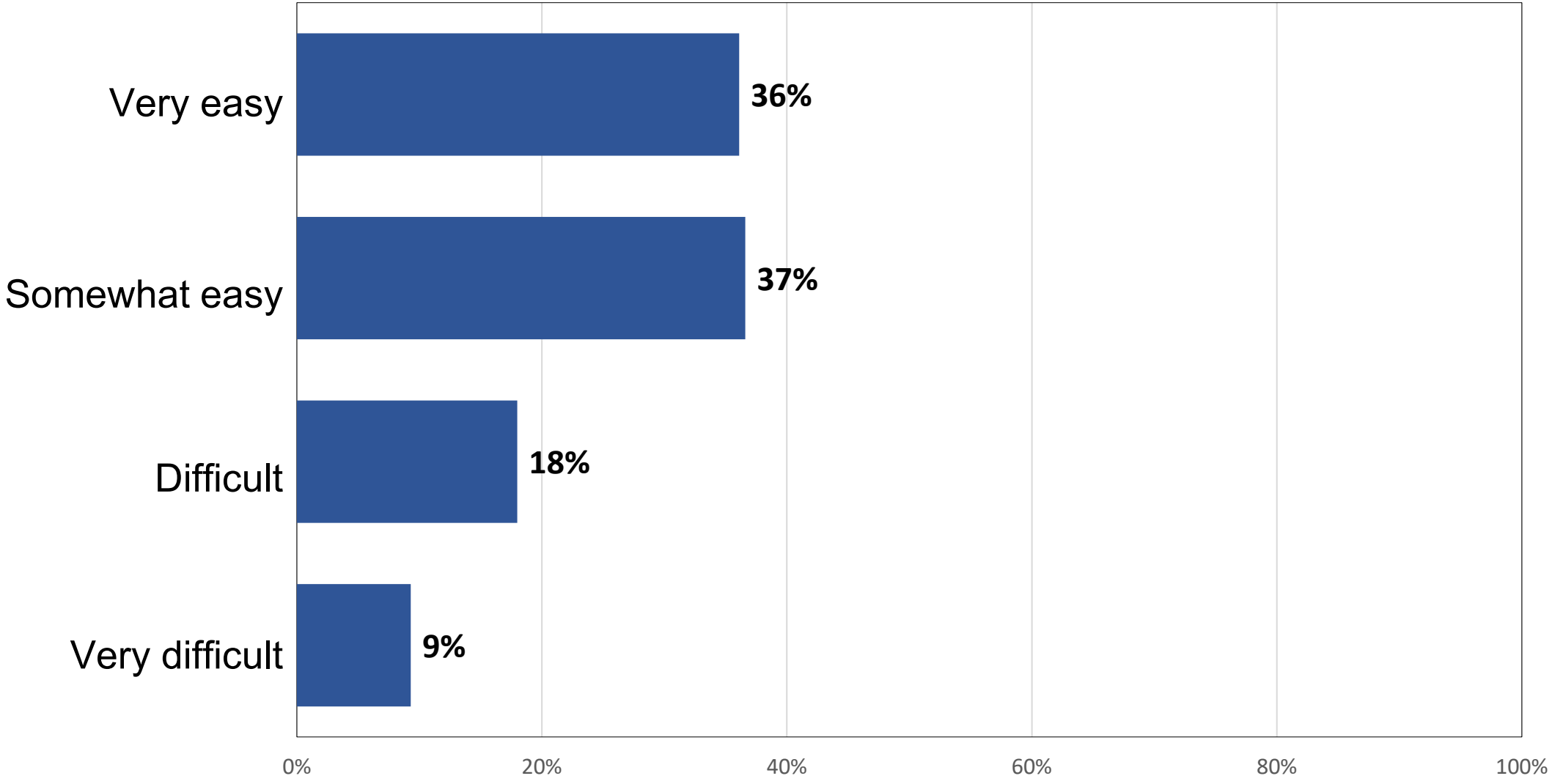
by percentage of respondents (excluding don't know)



ITEM NO. 25.

Q21a. How Easy Was It To Contact The Person You Needed To Reach?

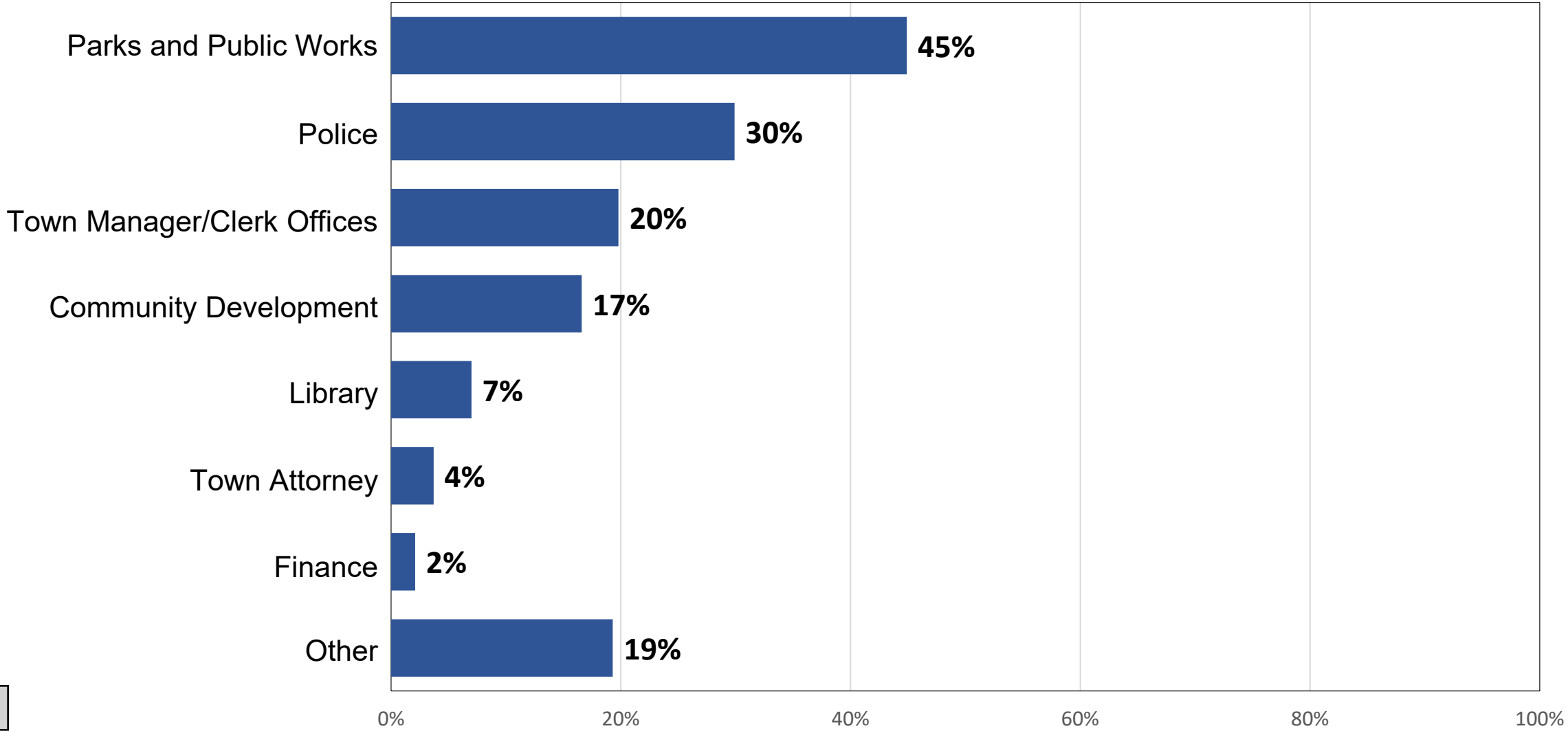
by percentage of respondents (excluding don't know)



ITEM NO. 25.

Q21b. What Department(s) Did You Contact?

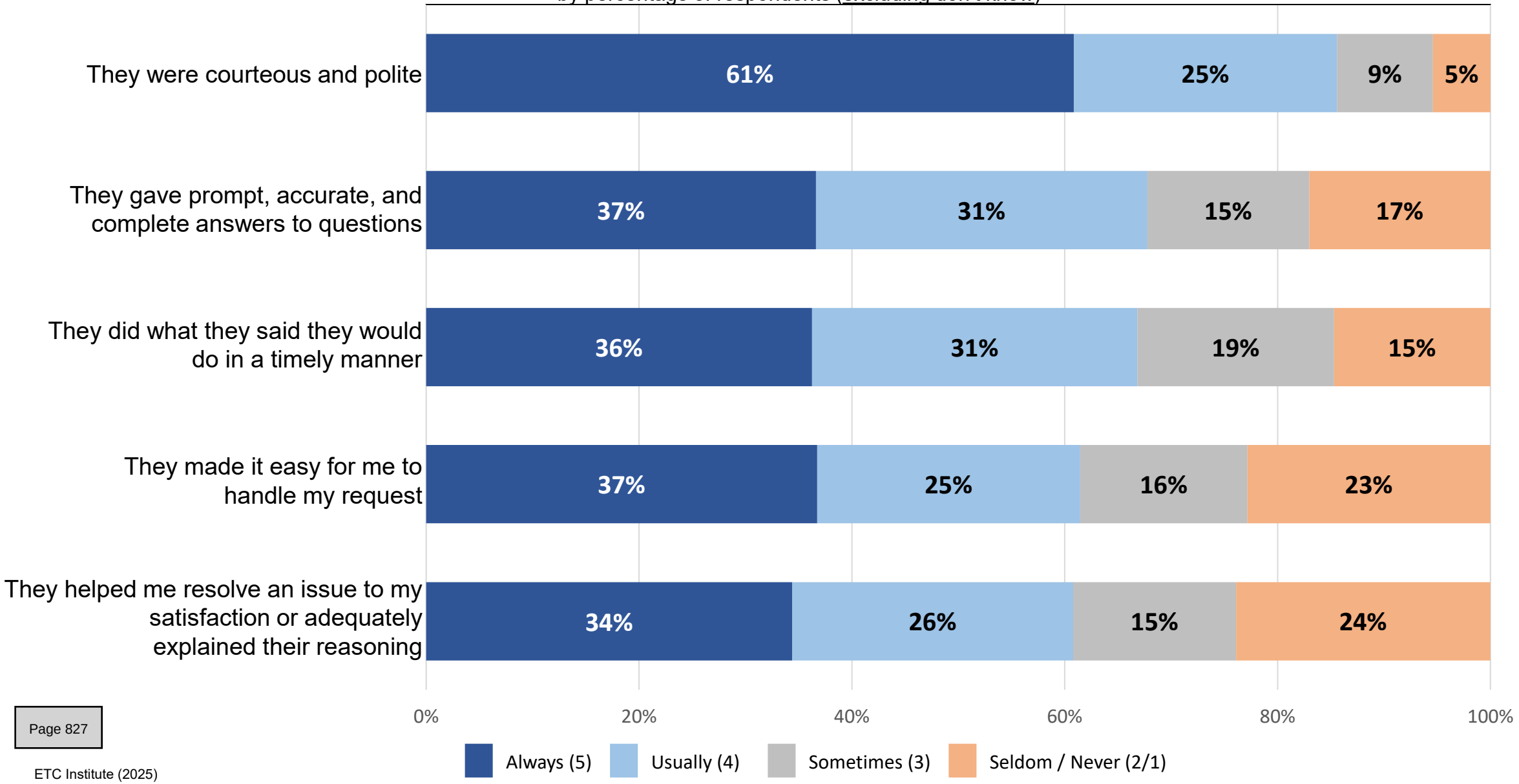
by percentage of respondents (multiple selections could be made)



ITEM NO. 25.

Q21c. Several Factors May Influence Your Perception Of The Quality Of Customer Service You Receive From Town Employees. Please Rate How Often The Employees You MOST RECENTLY Contacted Have Displayed The Following.

by percentage of respondents (excluding don't know)

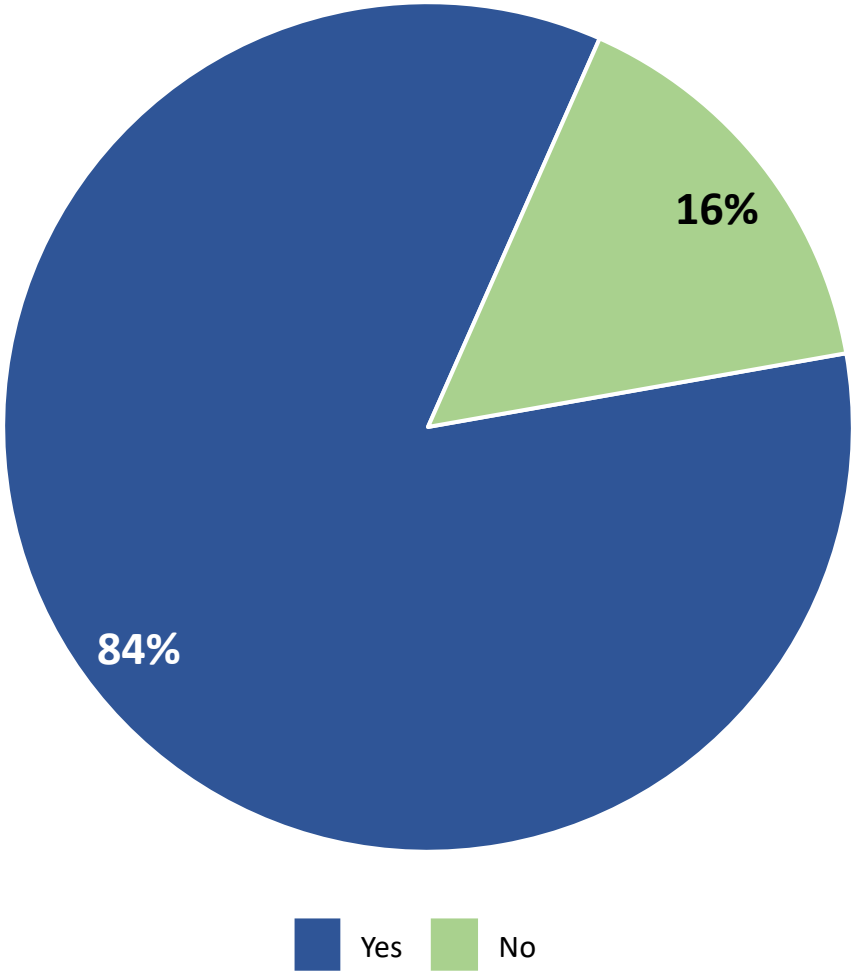


Demographics

ITEM NO. 25.

Q22. Do You Think You Will Be Living In Los Gatos, CA, Five Years From Now?

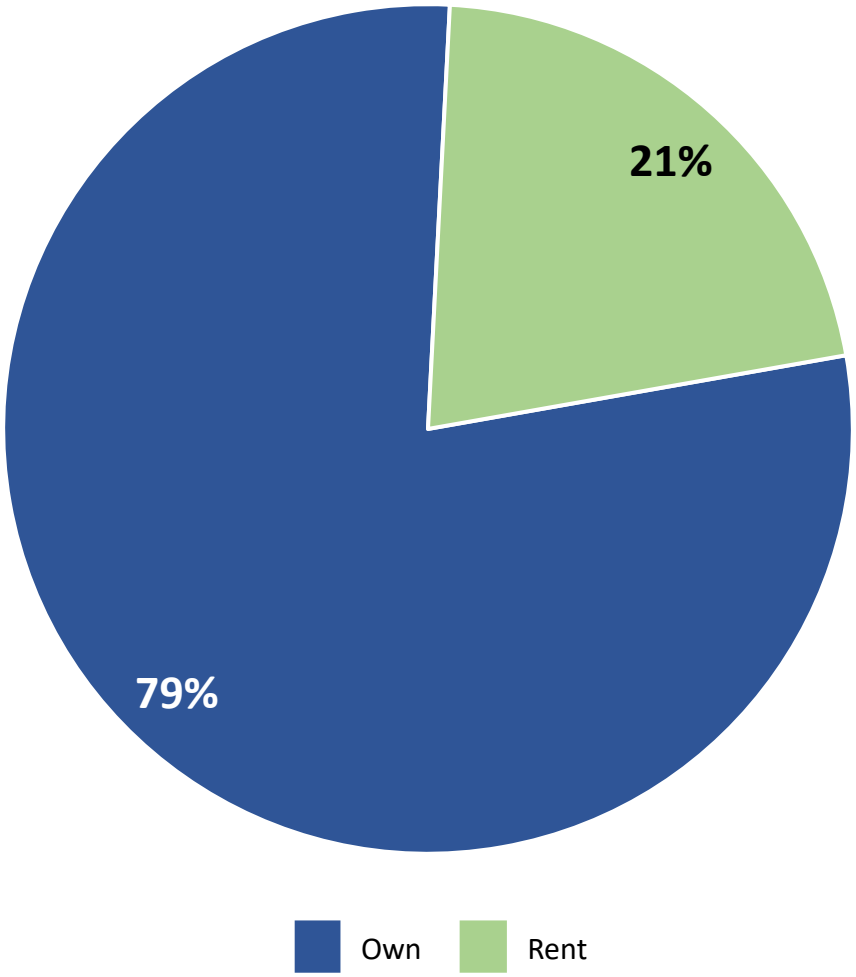
by percentage of respondents (excluding not provided)



ITEM NO. 25.

Q23. Do You Own Or Rent Your Current Residence?

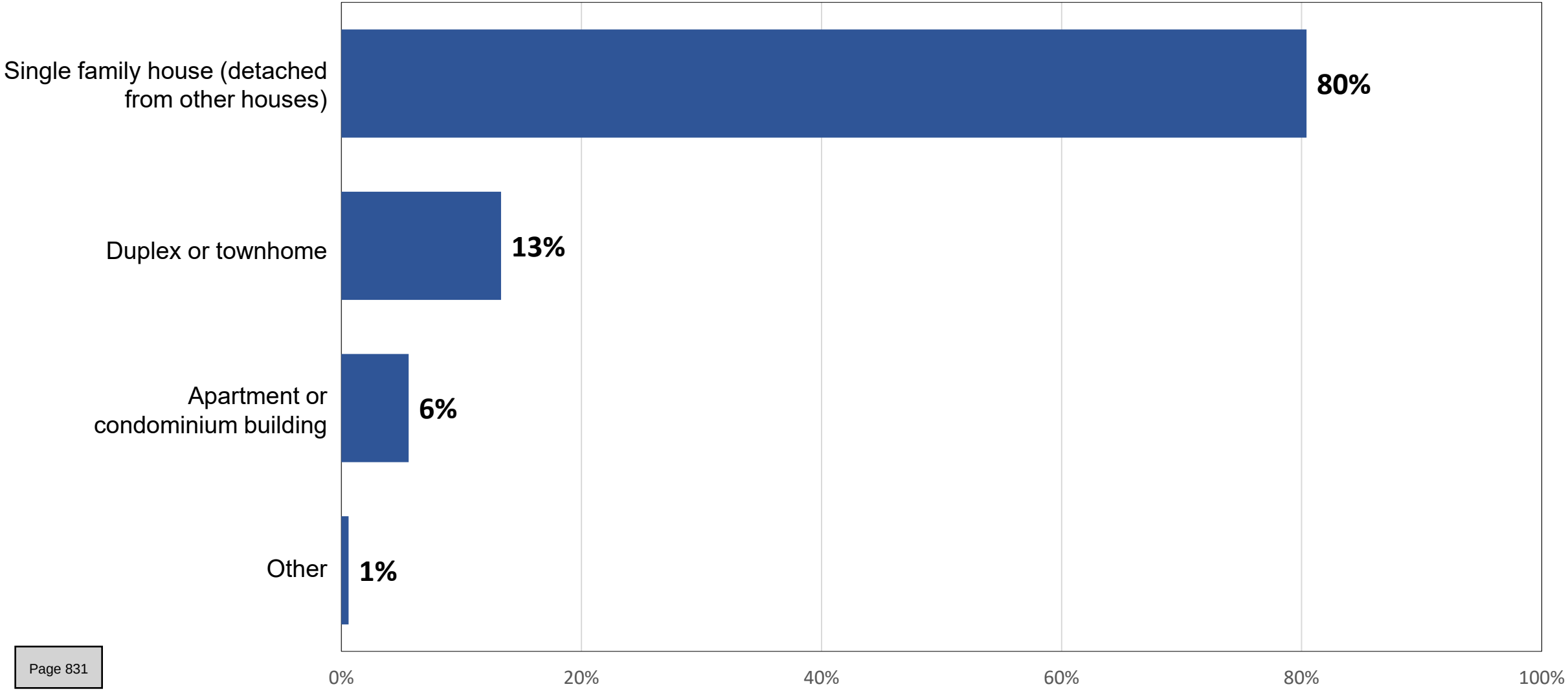
by percentage of respondents (excluding not provided)



ITEM NO. 25.

Q24. What Type Of Dwelling Do You Live In?

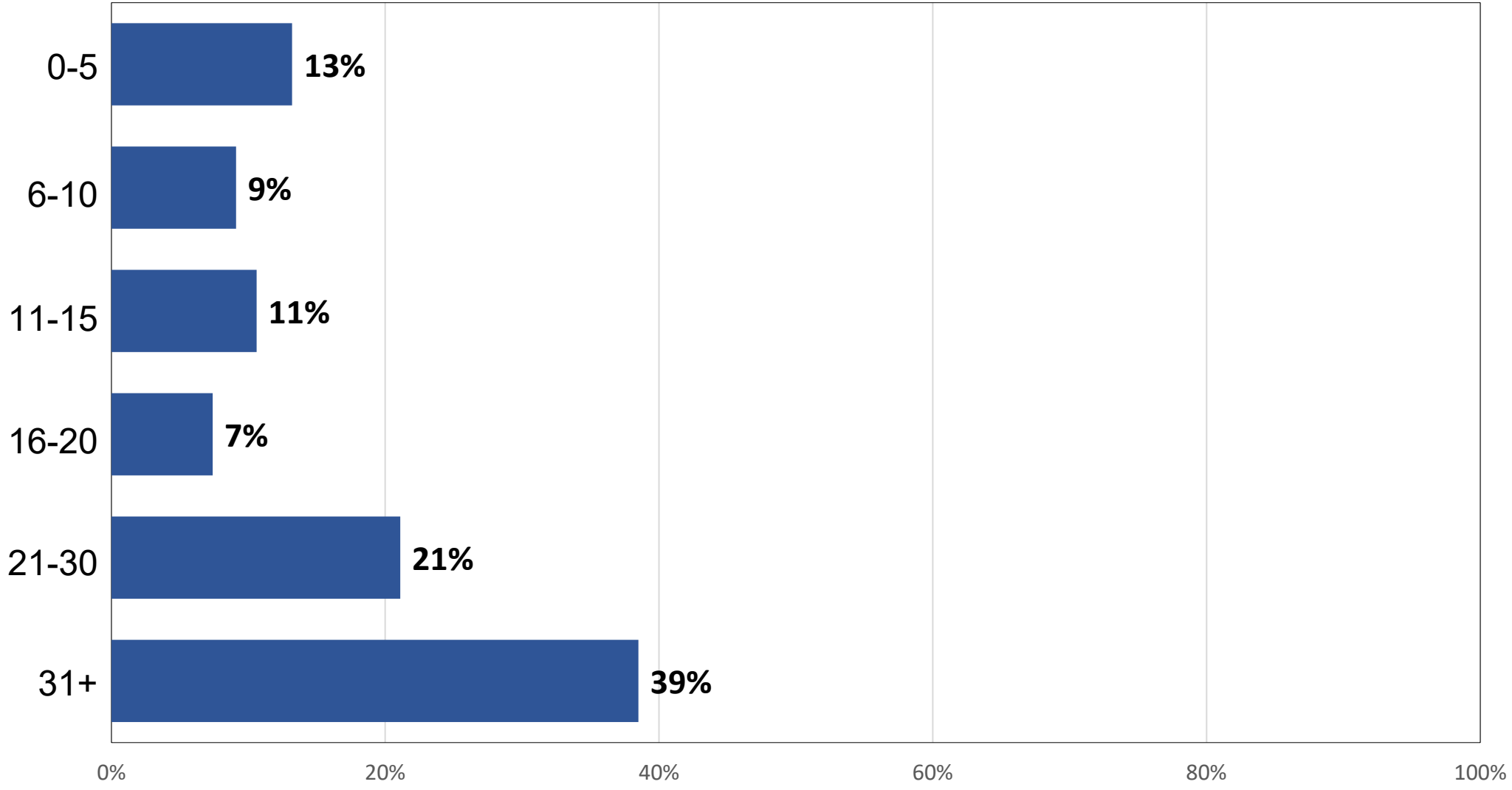
by percentage of respondents (excluding "not provided")



ITEM NO. 25.

Q25. How Many Years Have You Lived In Los Gatos?

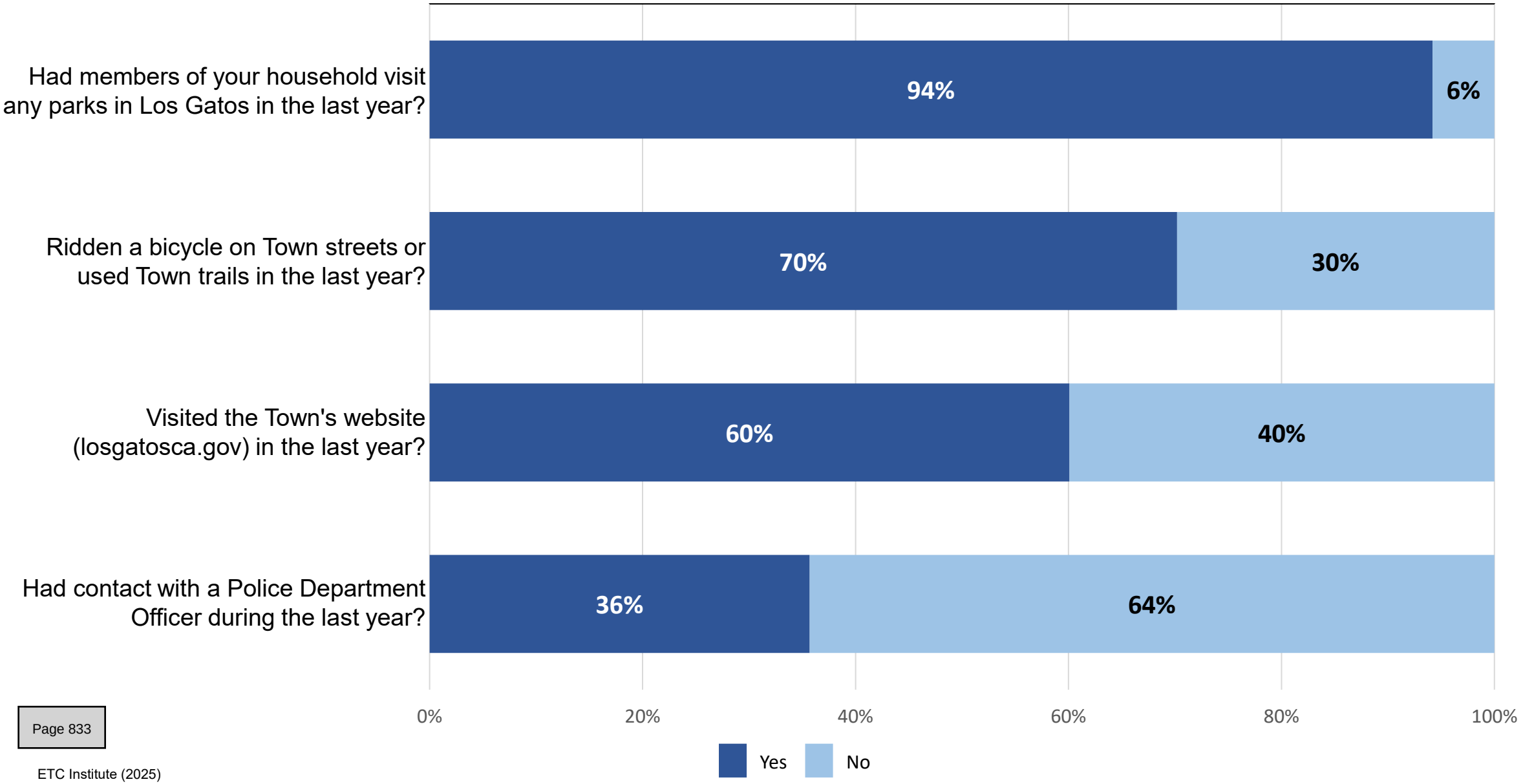
by percentage of respondents (excluding "not provided")



Q26. Please Answer The Following Questions By Circling "Yes" Or "No.

ITEM NO. 25.

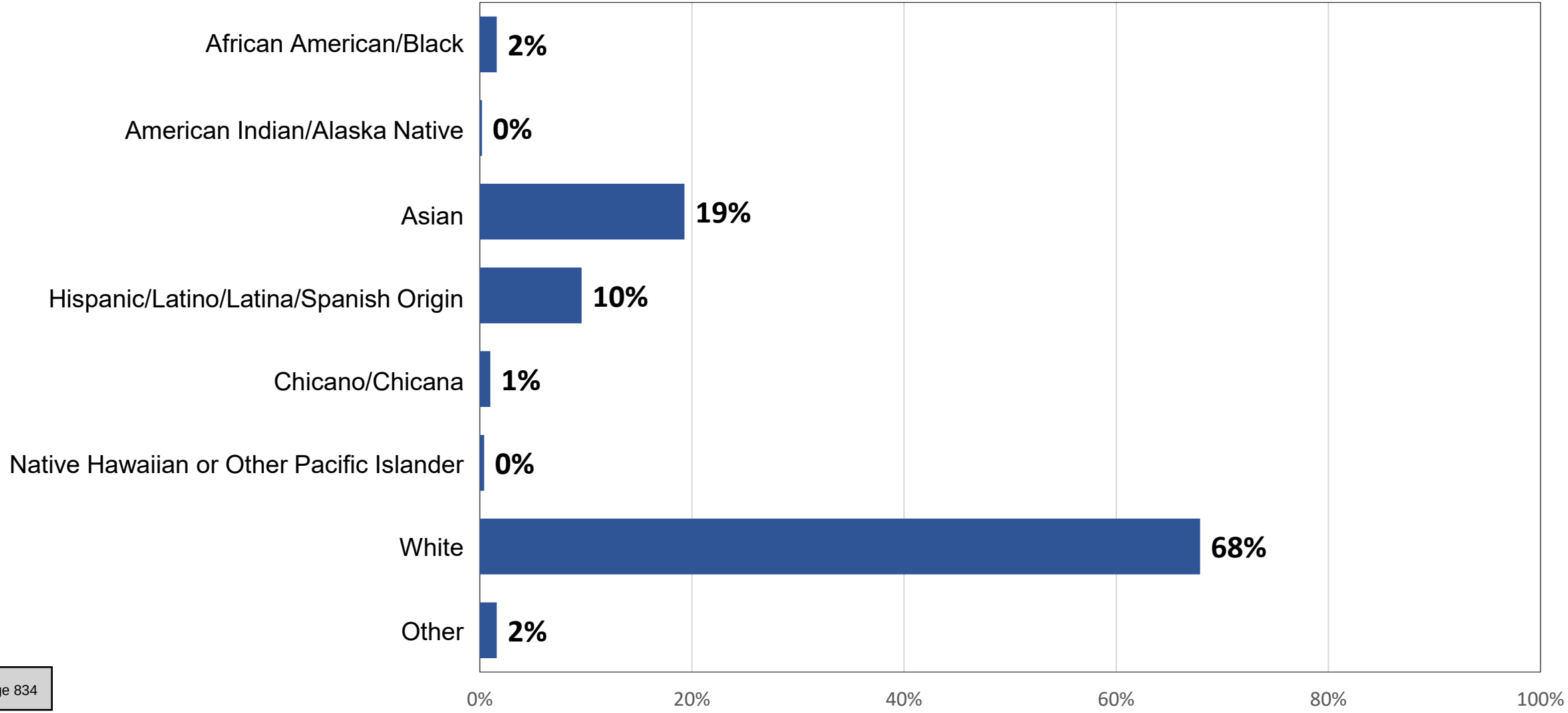
by percentage of respondents (excluding not provided)



Q27. Which Of The Following Best Describes Your Race/Ethnicity?

ITEM NO. 25.

by percentage of respondents

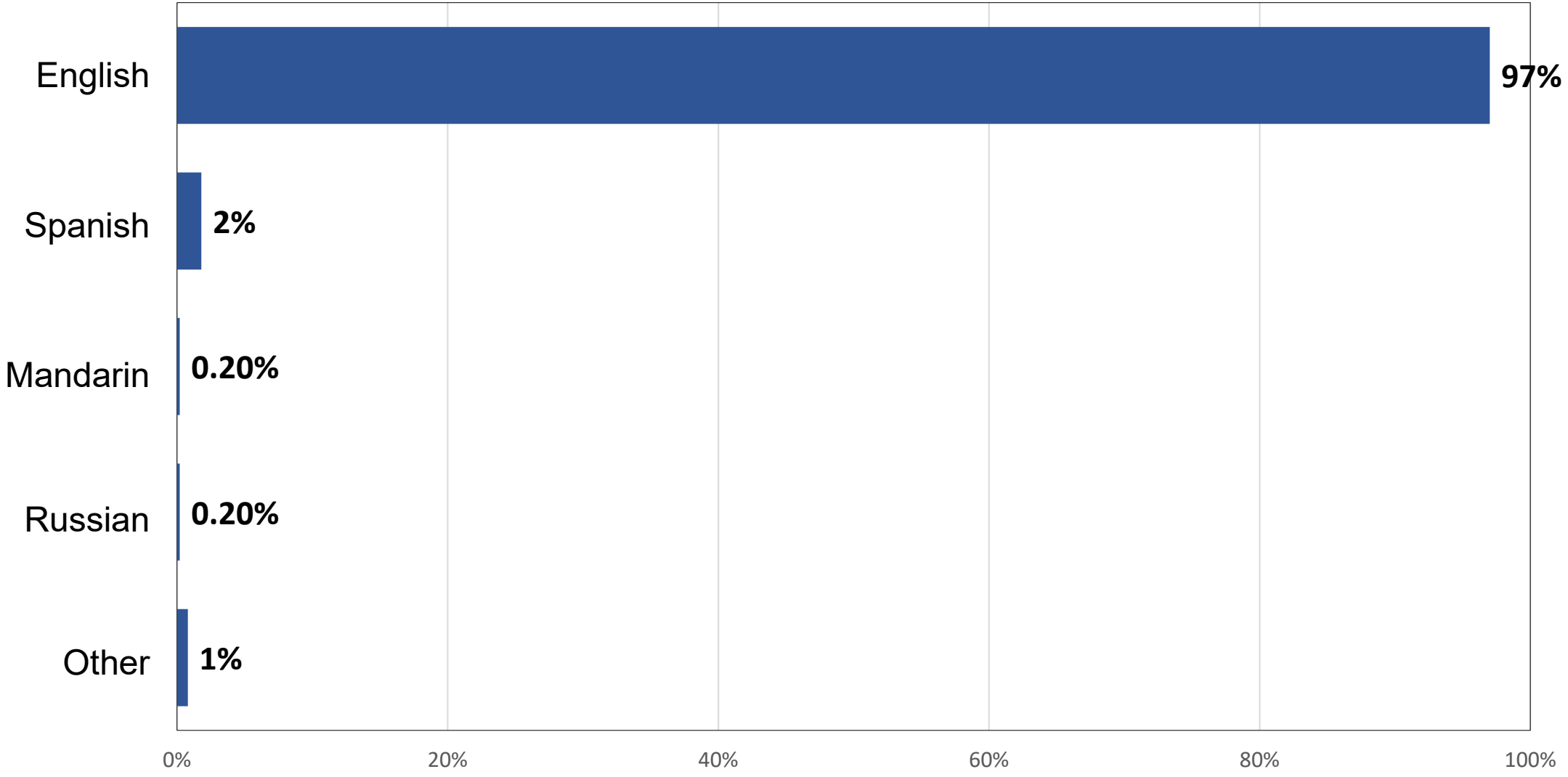


Page 834

ITEM NO. 25.

Q28. What Is Your Preferred Language To Speak?

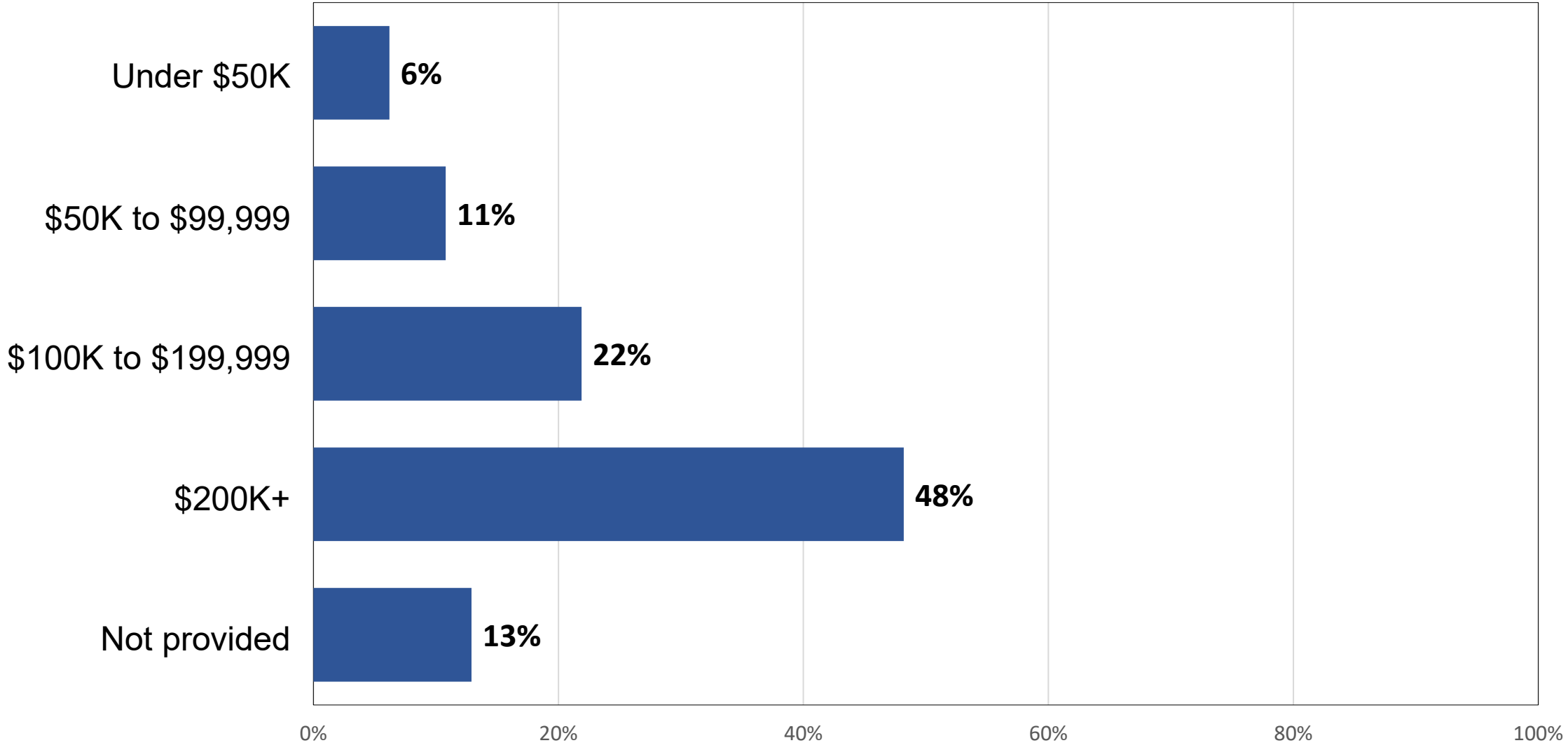
by percentage of respondents (excluding not provided)



ITEM NO. 25.

Q29. Would You Say Your Total Annual Household Income Is...

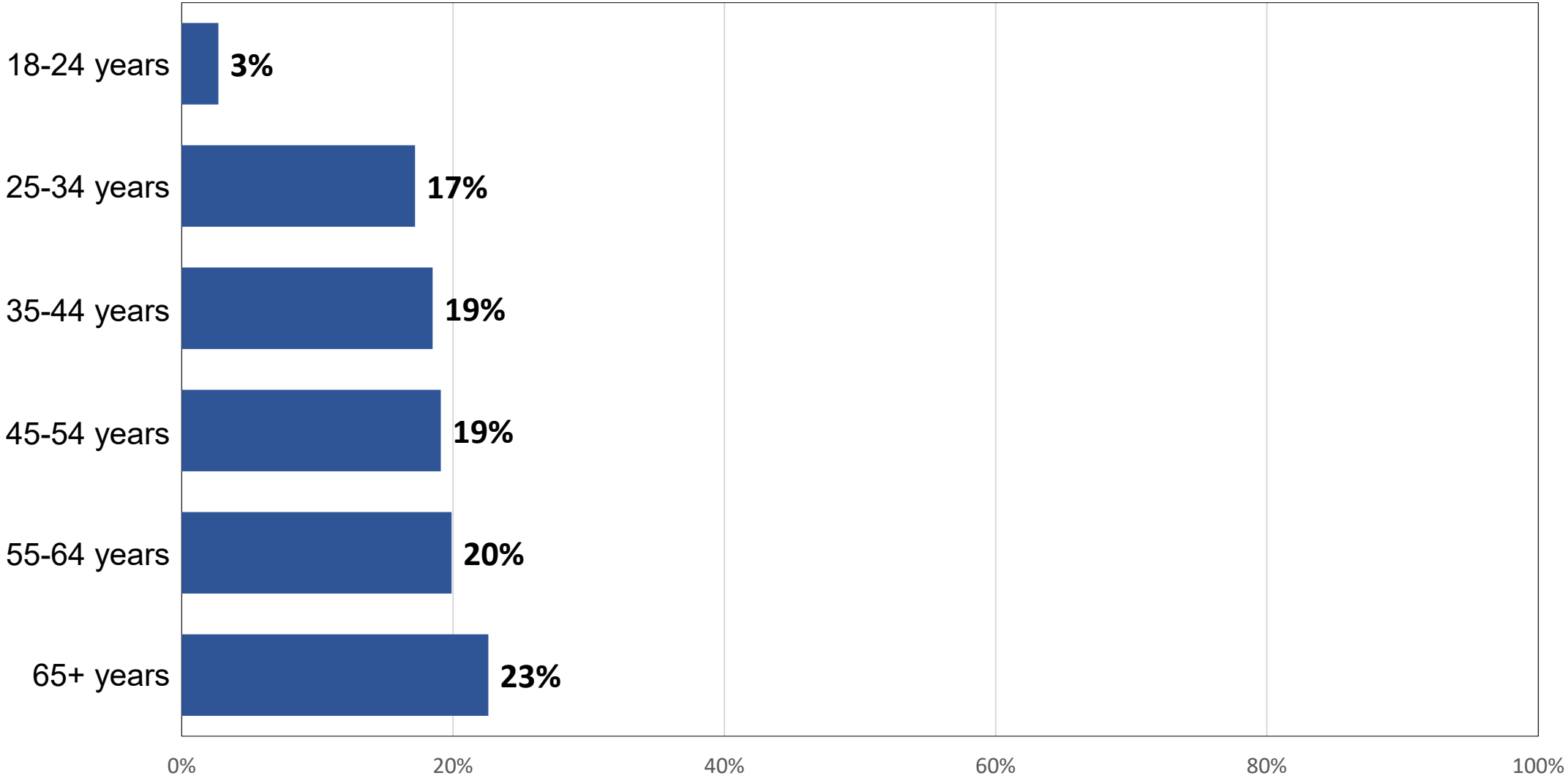
by percentage of respondents



ITEM NO. 25.

Q30. What Is Your Age?

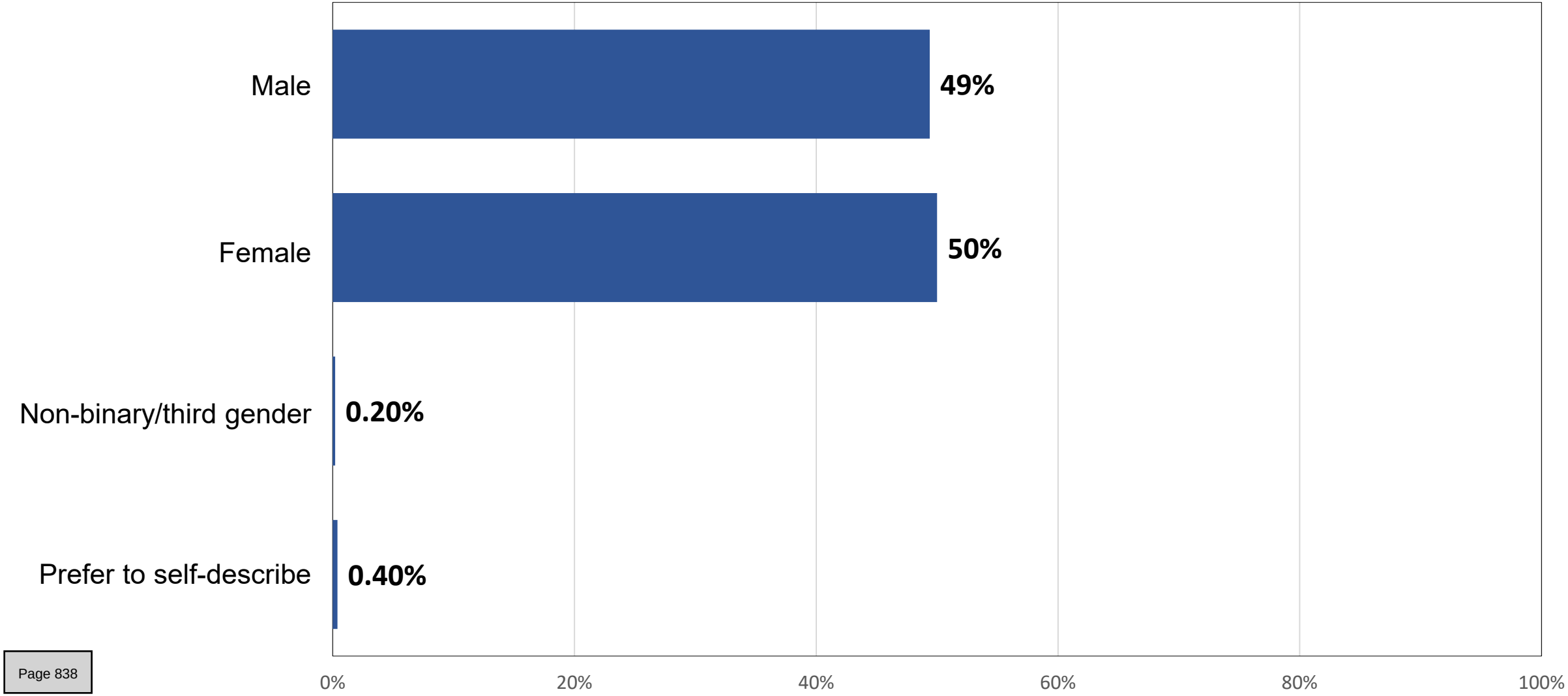
by percentage of respondents (excluding "not provided")



ITEM NO. 25.

Q31. What Is Your Gender Identity?

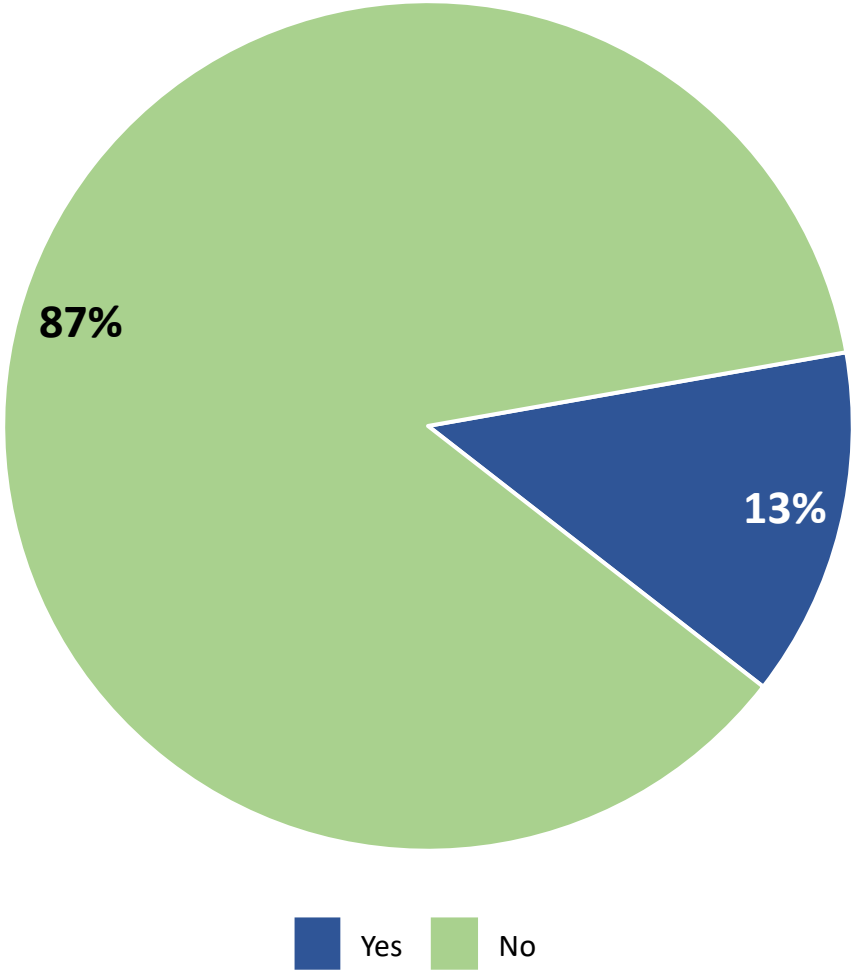
by percentage of respondents (excluding "not provided")



ITEM NO. 25.

Q32. Do You, Or Does Anyone In Your Household, Identify As A Person With A Disability?

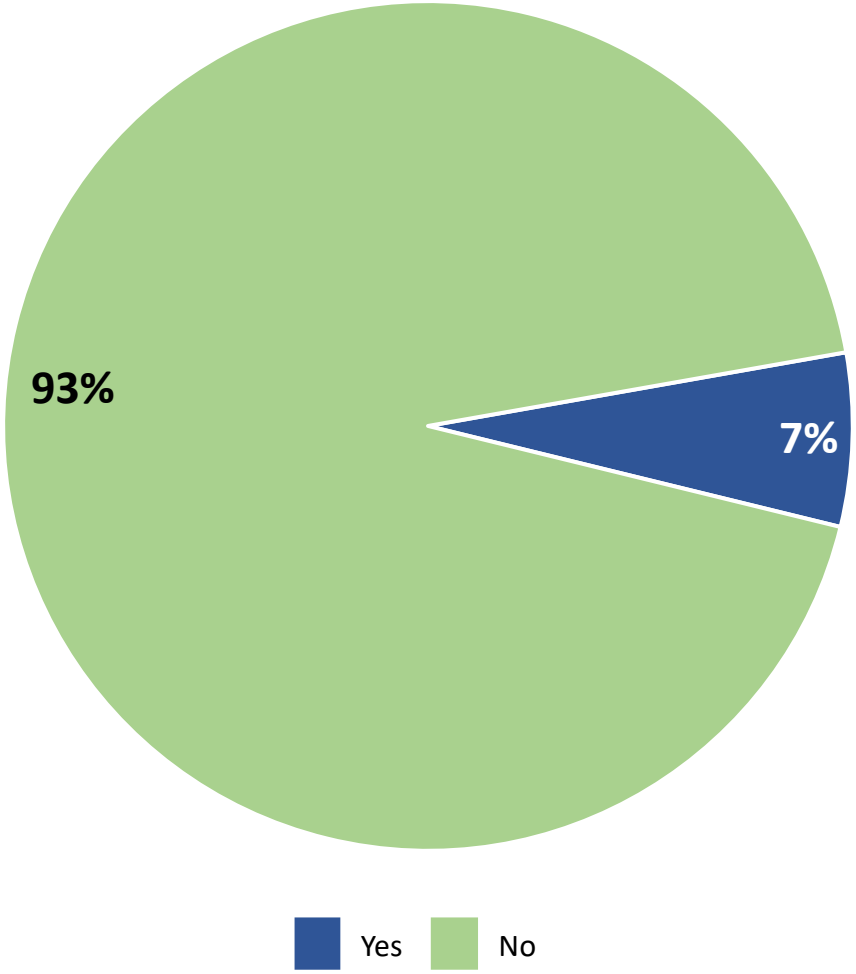
by percentage of respondents (excluding prefer not to say)



ITEM NO. 25.

Q33. Do You, Or Does Anyone In Your Household, Identify As Lesbian, Gay, Bisexual, Transgender, Queer, Or Another LGBTQ+ Identity?

by percentage of respondents (excluding prefer not to say)



Page 840

2 Benchmarking Analysis

National Benchmarking Analysis

Overview

ETC Institute's *DirectionFinder®* program was originally developed in 1999 to help community leaders use statistically valid community survey data as a tool for making better decisions. Since November 1999, the survey has been administered in more than 300 cities and counties in 49 states. Most participating communities conduct the survey on an annual or biennial basis.

This report contains benchmarking data from three sources: (1) a national survey that was administered by ETC Institute during the summer of 2023 to a random sample of more than 8,000 residents in the continental United States and (2) from this national survey, an average of the respondents from California and 3.) The average survey responses from communities with a population between 30,000 and 99,999 residents.

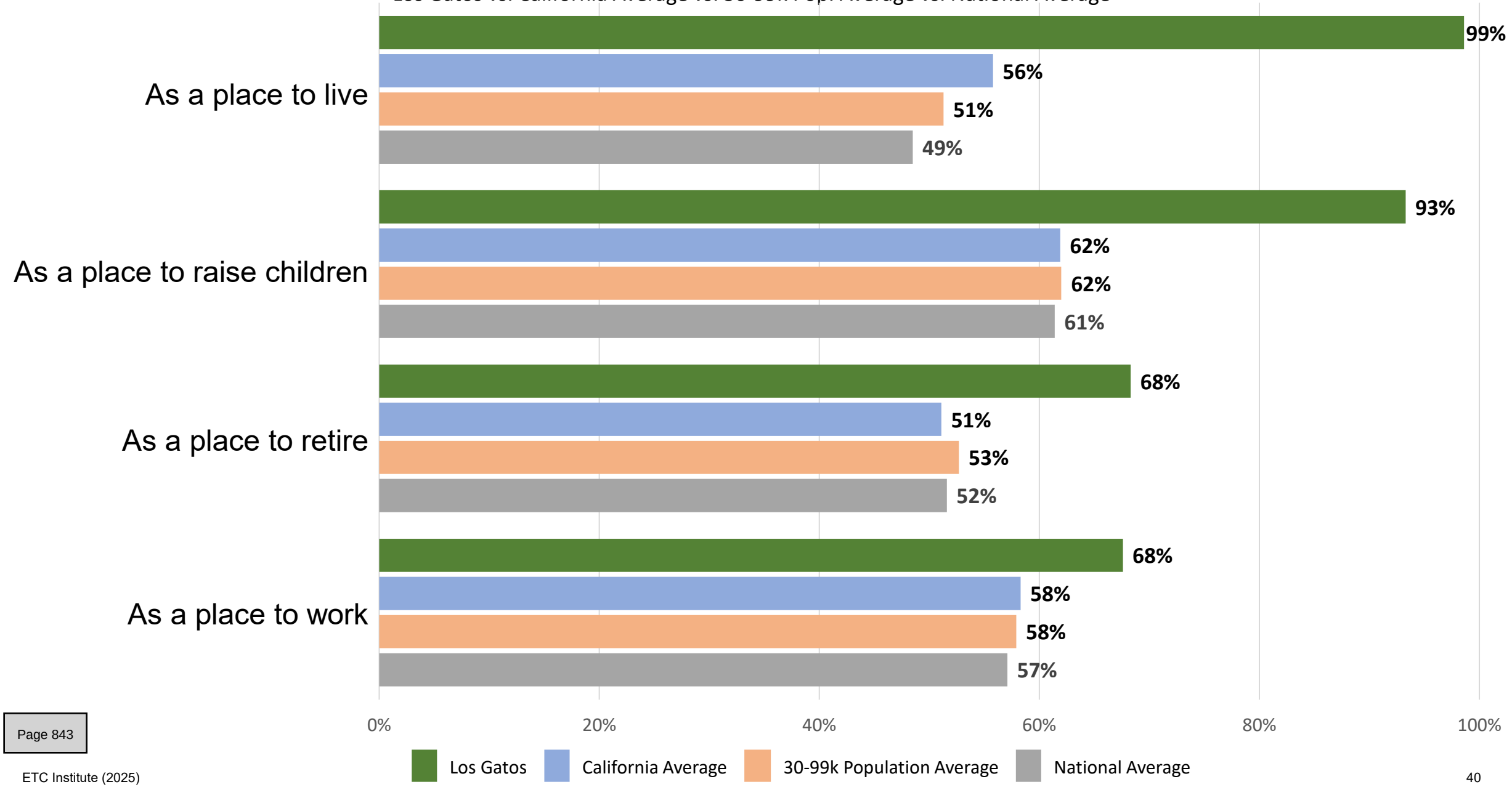
The charts on the following pages show how the results for the Town of Los Gatos compare to the national average, the California average, and the communities with 30,000 – 99,999 residents.

ETC Institute does not maintain benchmarking data for all the items that were included in the Town's 2025 survey. Only items that ETC Institute maintains benchmarking data for are included in this section.

ITEM NO. 25.

Q1. Overall Ratings of Los Gatos

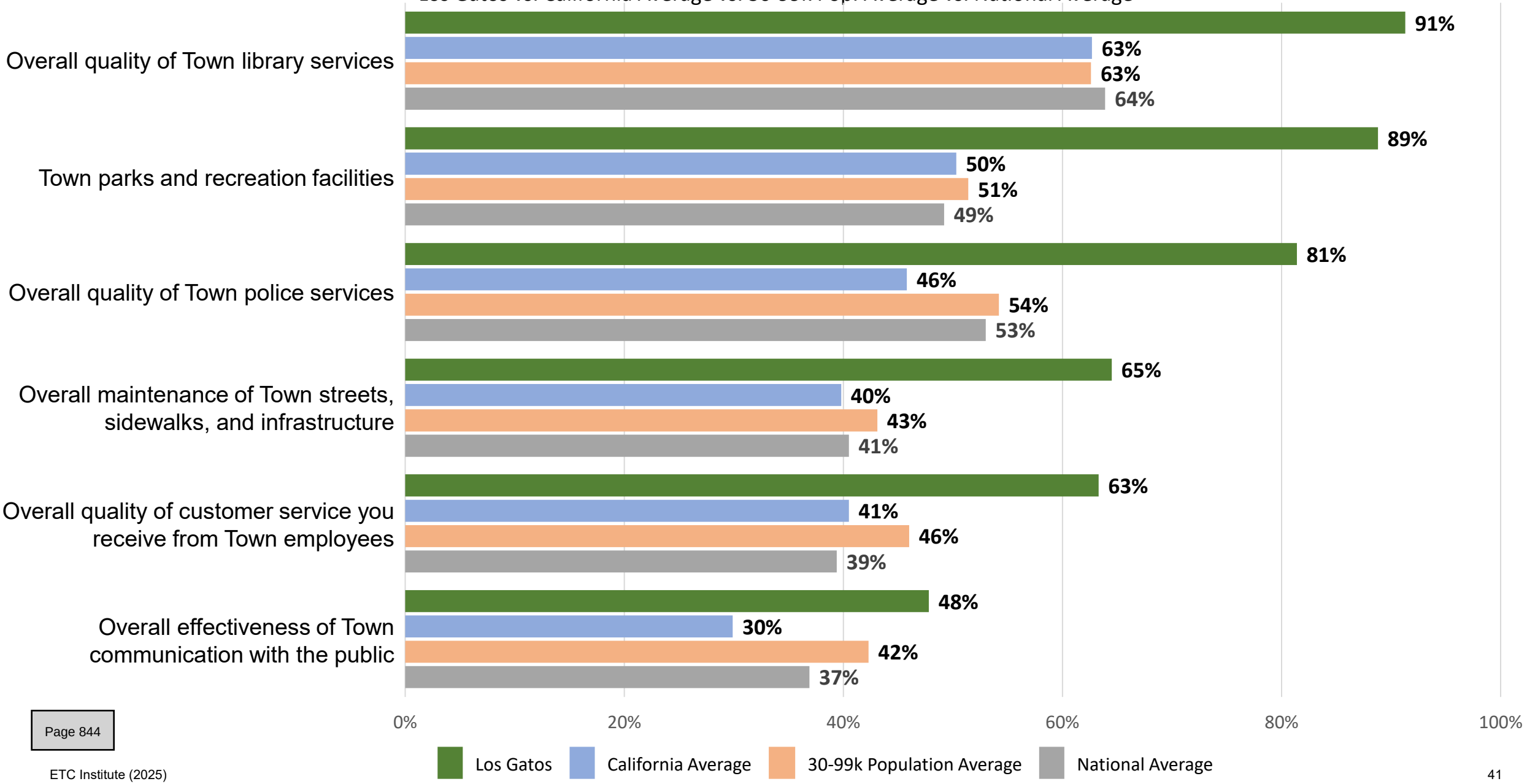
Los Gatos vs. California Average vs. 30-99k Pop. Average vs. National Average



Q2. Satisfaction with Town Services

ITEM NO. 25.

Los Gatos vs. California Average vs. 30-99k Pop. Average vs. National Average

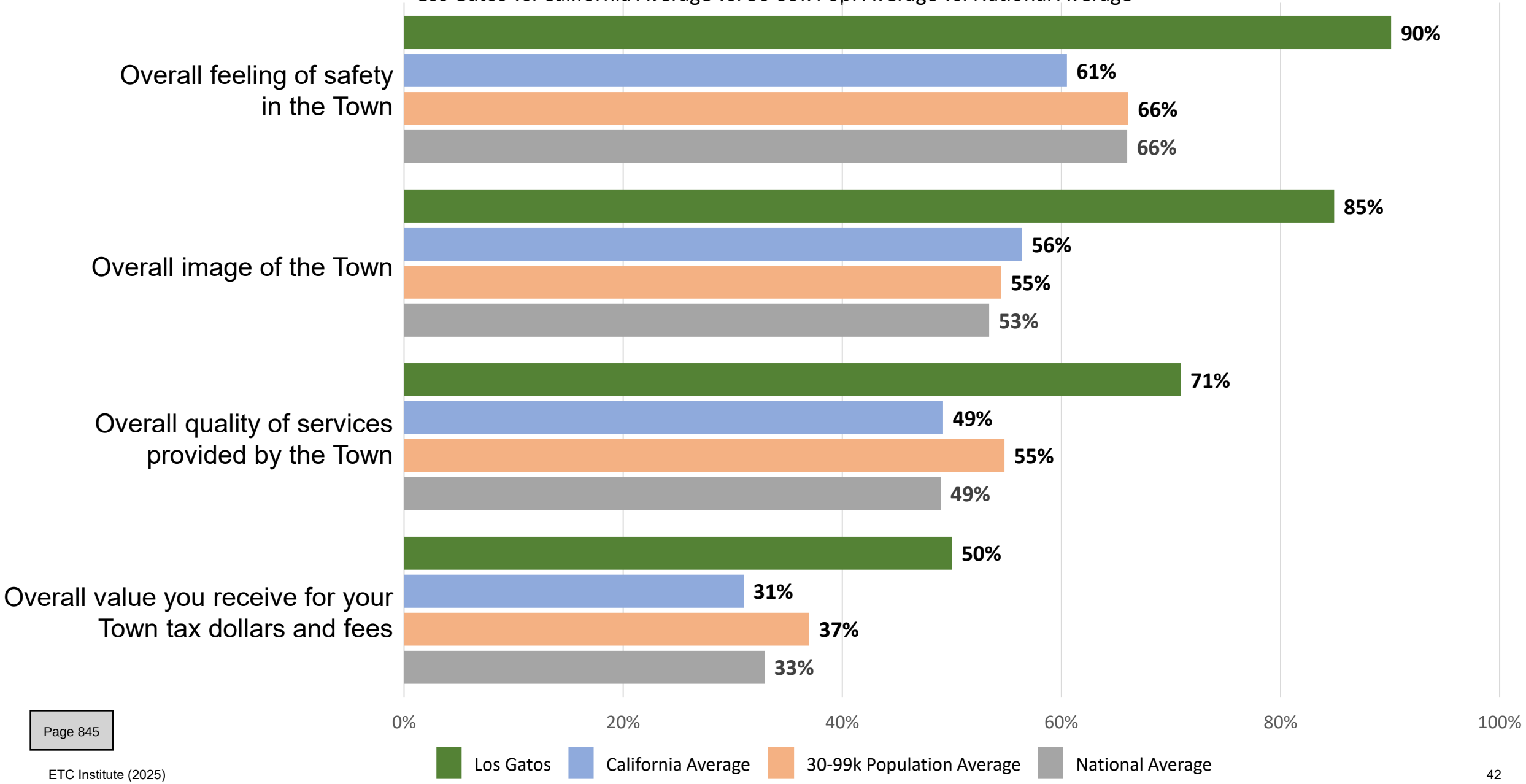


ETC Institute (2025)

ITEM NO. 25.

Q4. Perceptions of the Community

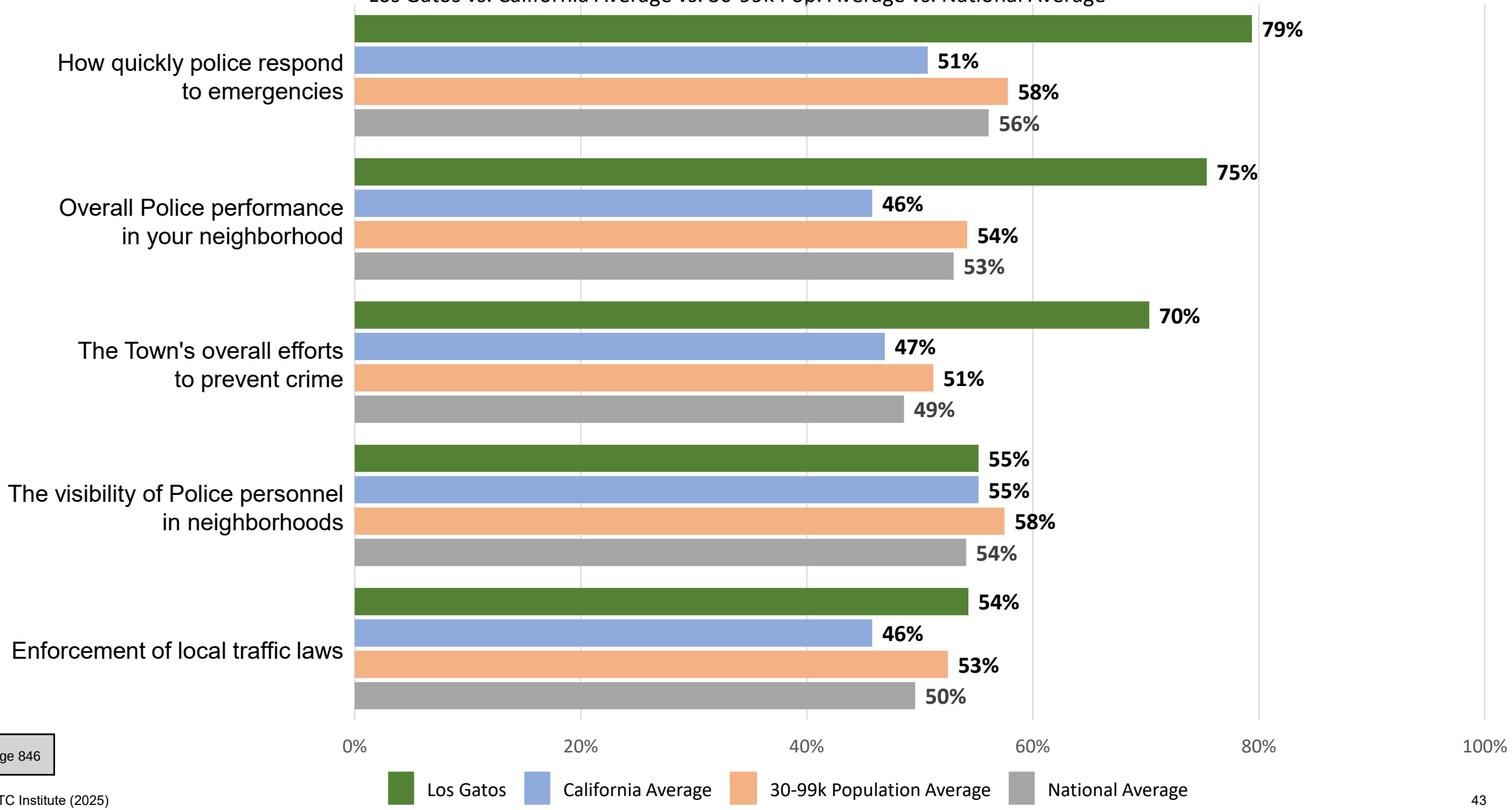
Los Gatos vs. California Average vs. 30-99k Pop. Average vs. National Average



ITEM NO. 25.

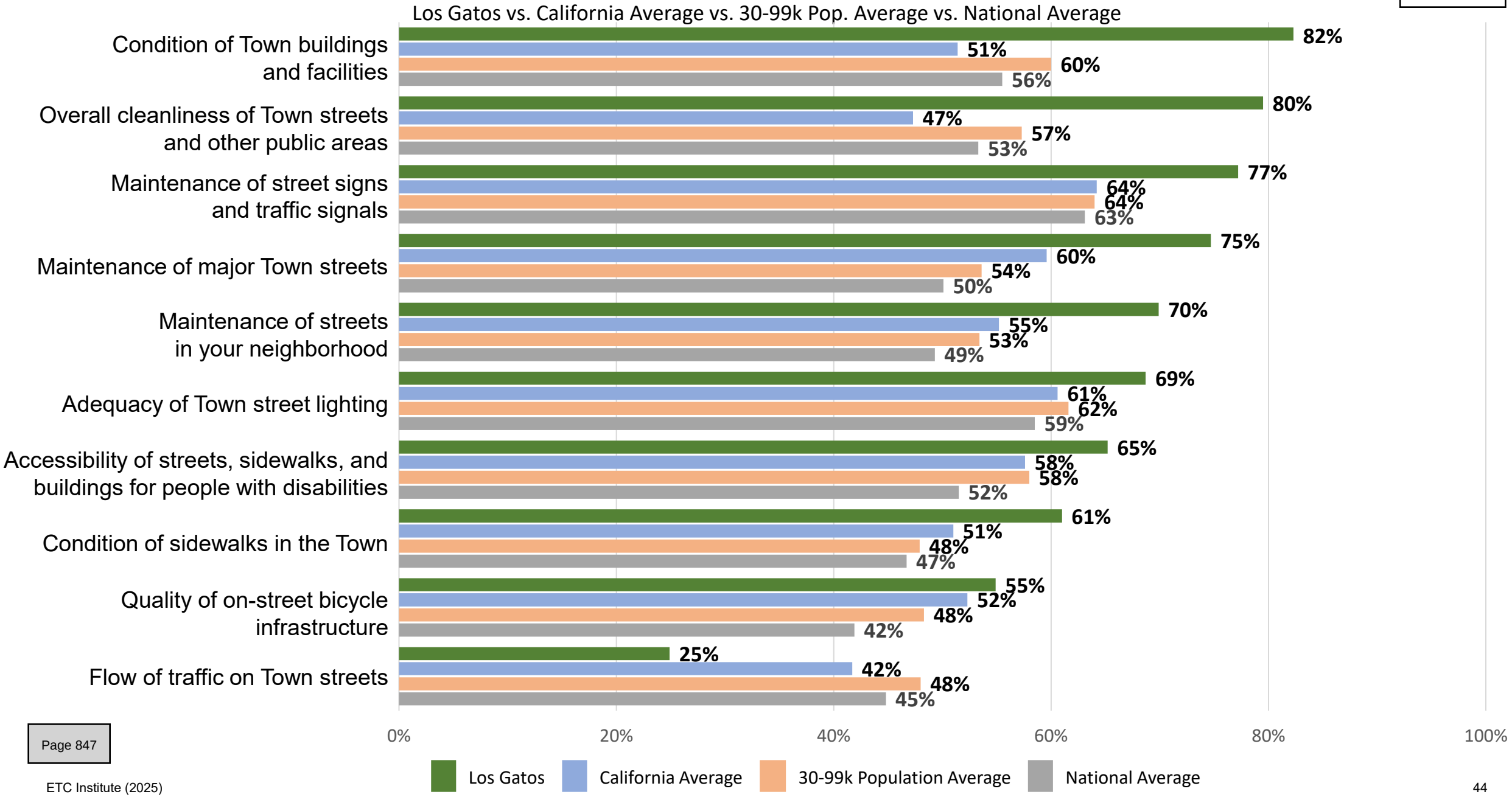
Q5. Public Safety Perceptions

Los Gatos vs. California Average vs. 30-99k Pop. Average vs. National Average



Q7. Satisfaction with Streets, Sidewalks and Infrastructure

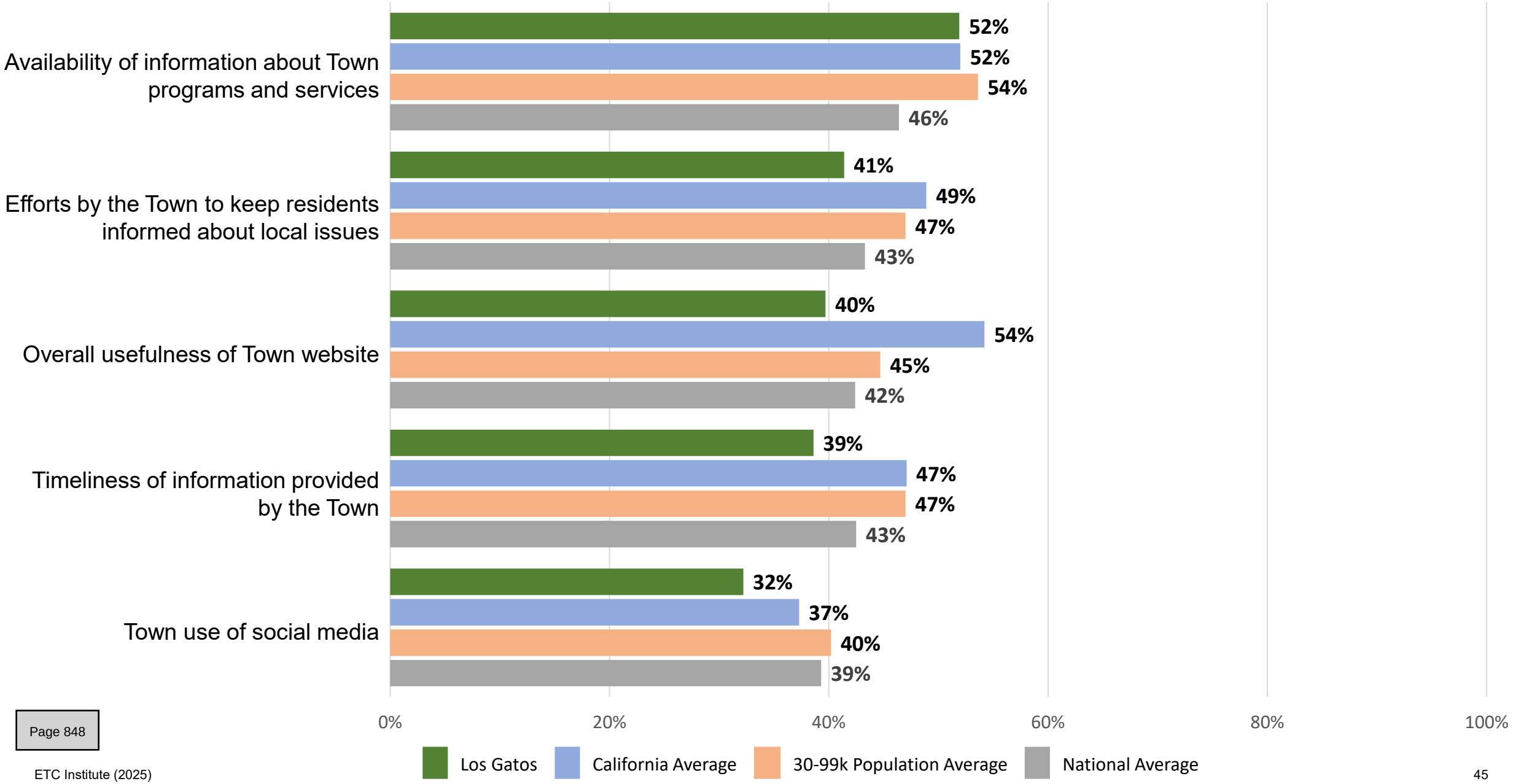
ITEM NO. 25.



Q16. Satisfaction with Communication and Community Engagement

ITEM NO. 25.

Los Gatos vs. California Average vs. 30-99k Pop. Average vs. National Average

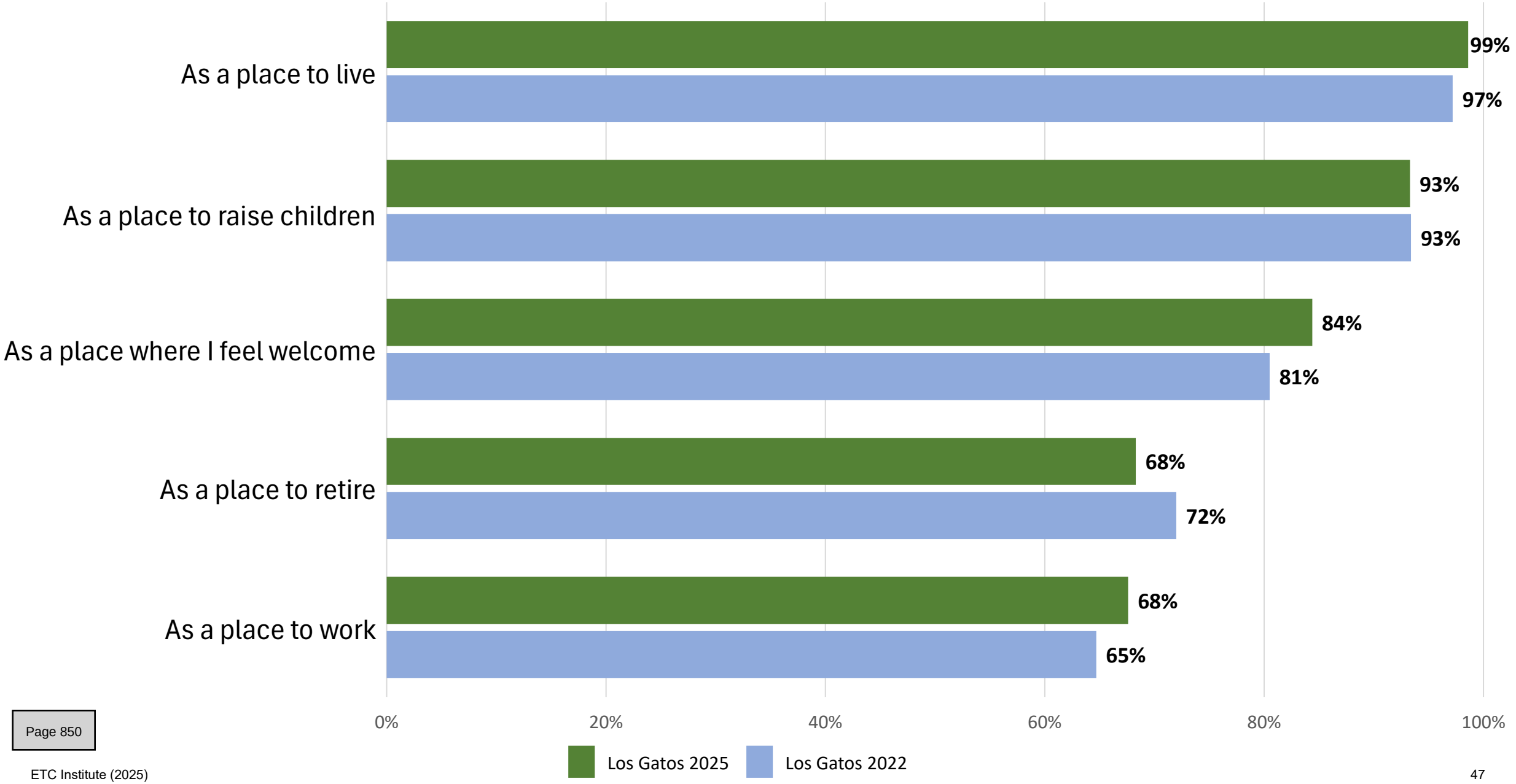


3 Trends Analysis

ITEM NO. 25.

Q1. Overall Ratings of Los Gatos

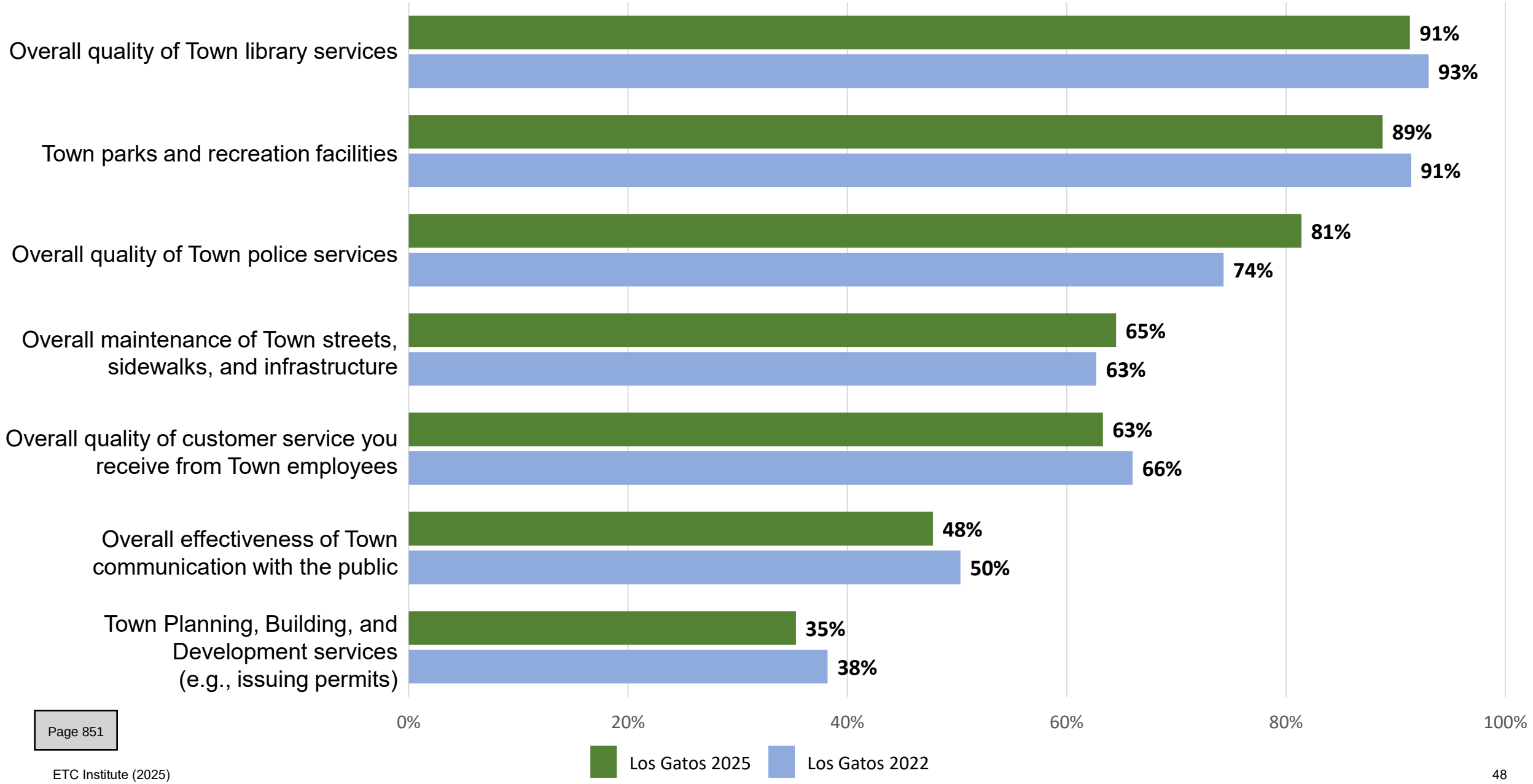
Los Gatos 2025 vs. Los Gatos 2022



ITEM NO. 25.

Q2. Satisfaction with Town Services

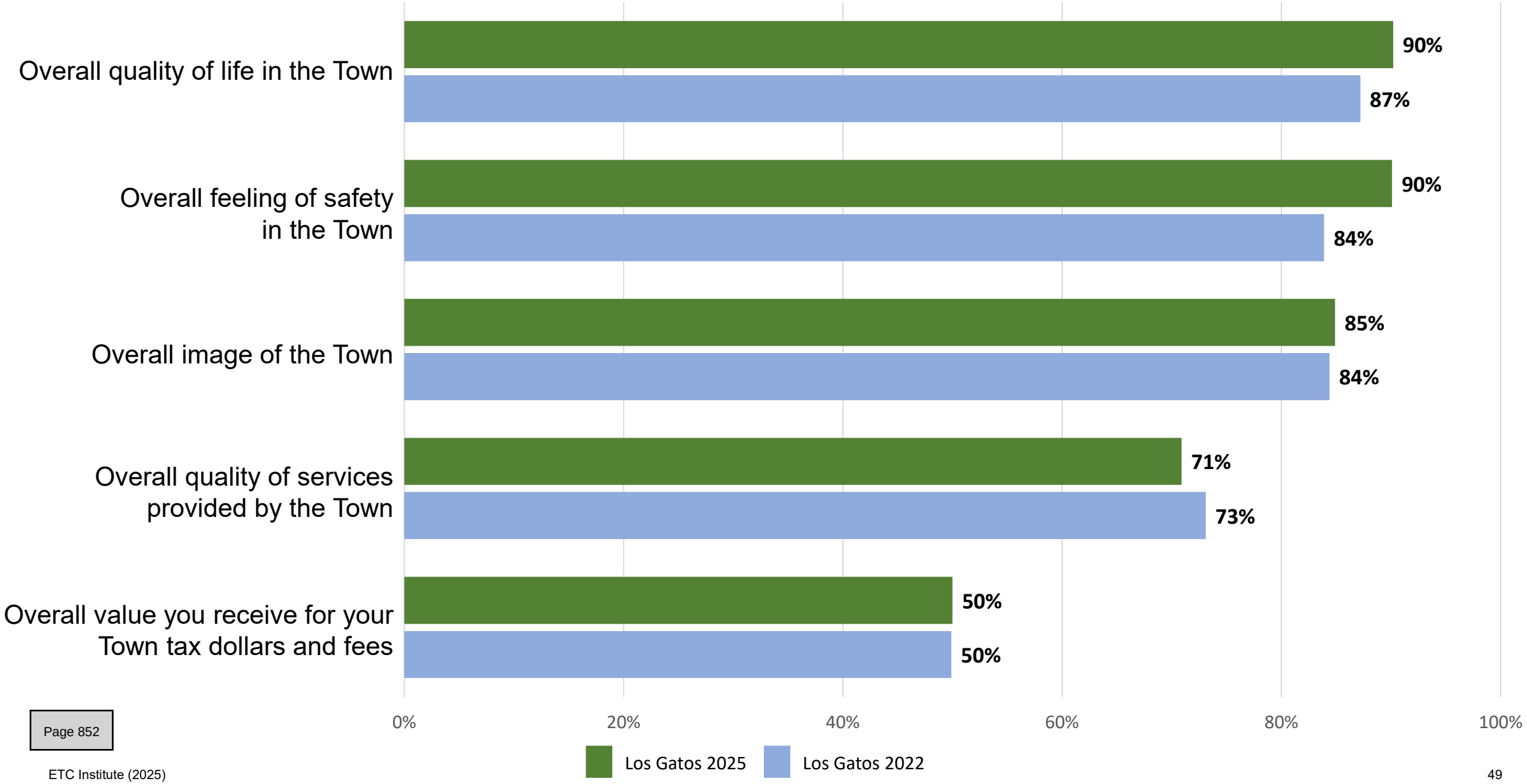
Los Gatos 2025 vs. Los Gatos 2022



ITEM NO. 25.

Q4. Perceptions of the Community

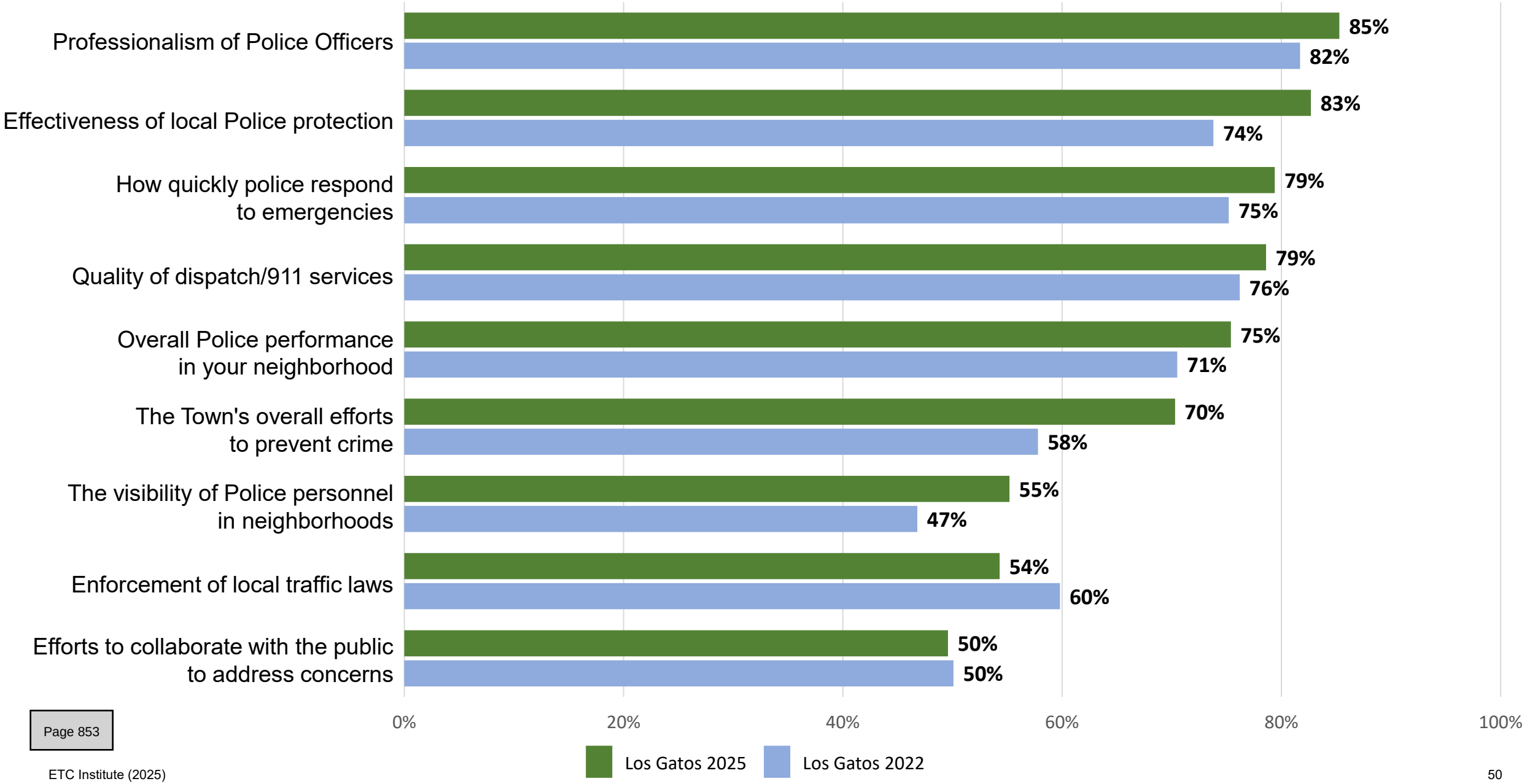
Los Gatos 2025 vs. Los Gatos 2022



ITEM NO. 25.

Q5. Public Safety Perceptions

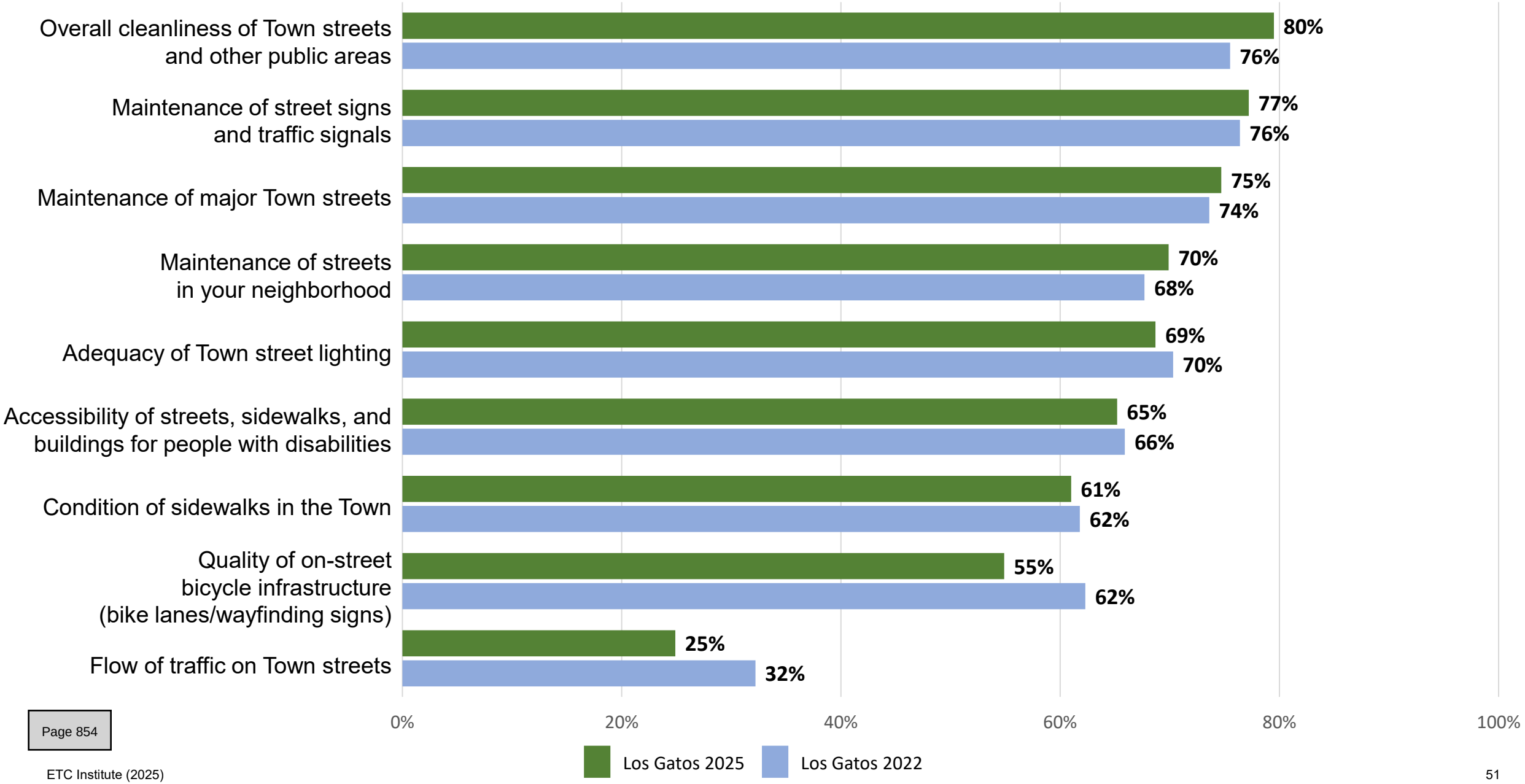
Los Gatos 2025 vs. Los Gatos 2022



ITEM NO. 25.

Q7. Satisfaction with Streets, Sidewalks and Infrastructure

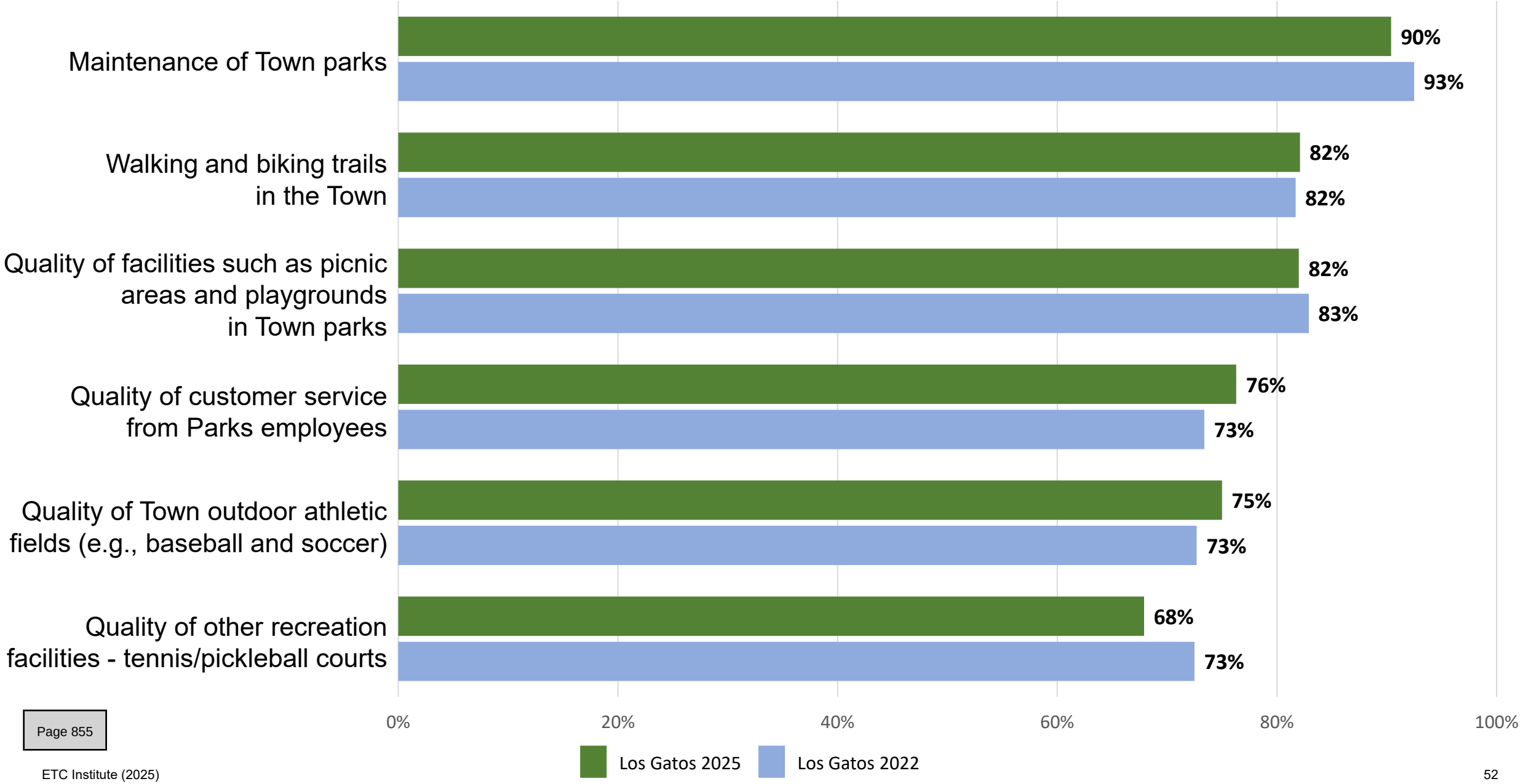
Los Gatos 2025 vs. Los Gatos 2022



ITEM NO. 25.

Q9. Satisfaction with Park Facilities

Los Gatos 2025 vs. Los Gatos 2022

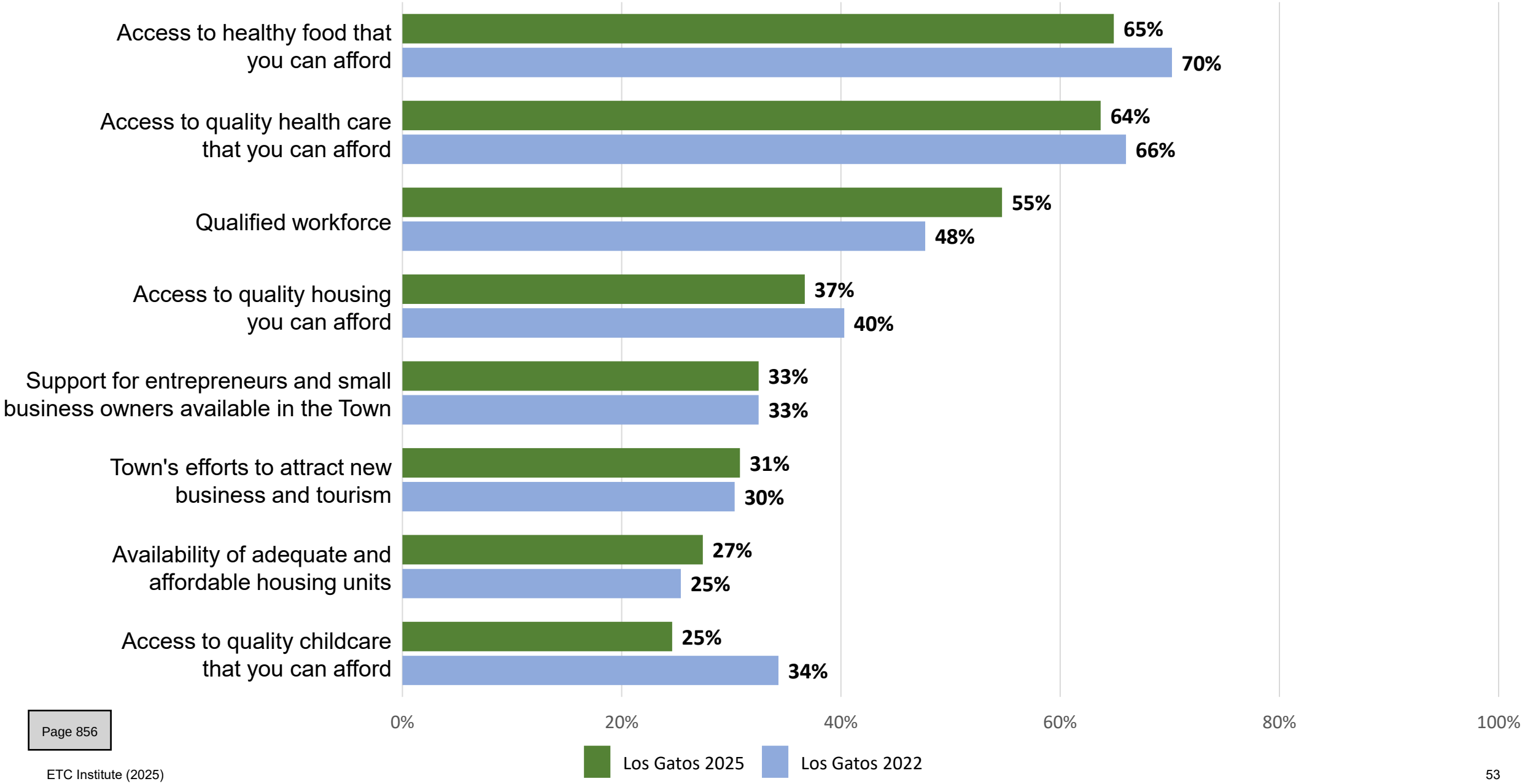


ETC Institute (2025)

ITEM NO. 25.

Q11. Satisfaction with Economic Opportunity

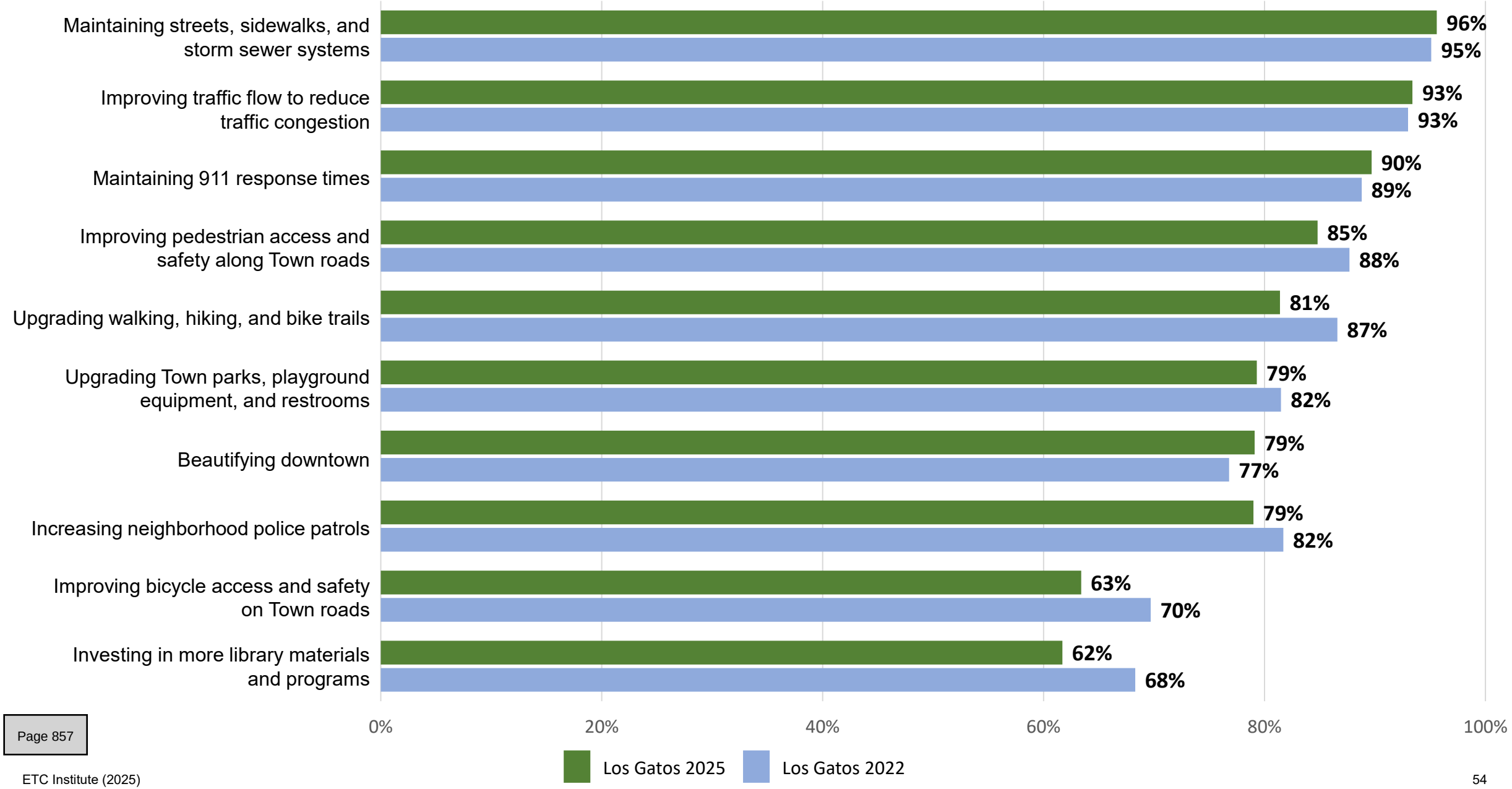
Los Gatos 2025 vs. Los Gatos 2022



Q13. Support For Community Investment Areas

ITEM NO. 25.

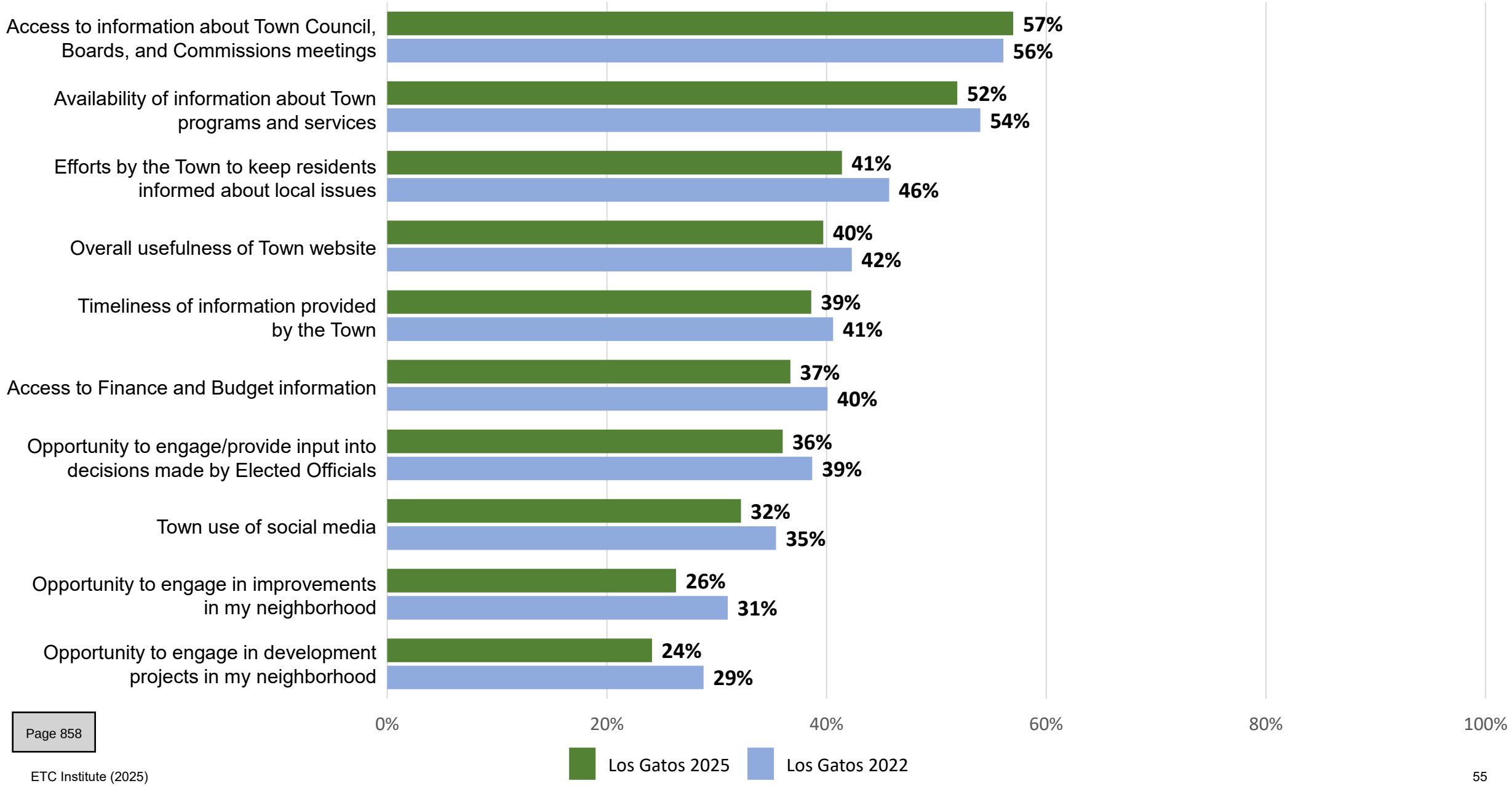
Los Gatos 2025 vs. Los Gatos 2022



Q16. Satisfaction with Communication and Community Engagement

ITEM NO. 25.

Los Gatos 2025 vs. Los Gatos 2022

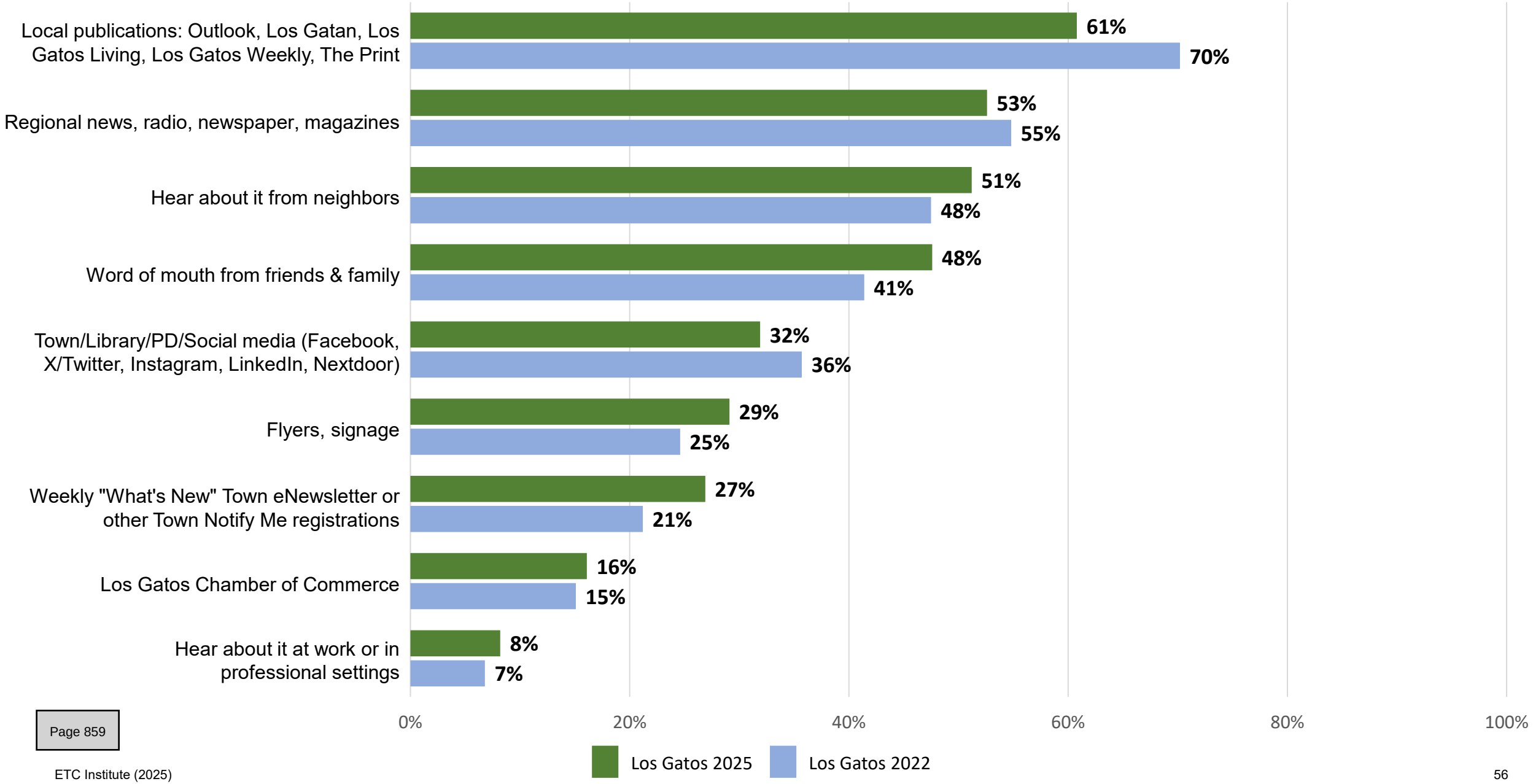


ETC Institute (2025)

Q18. The Ways You Learn About Los Gatos Programs, News, Activities, And Events

Los Gatos 2025 vs. Los Gatos 2022

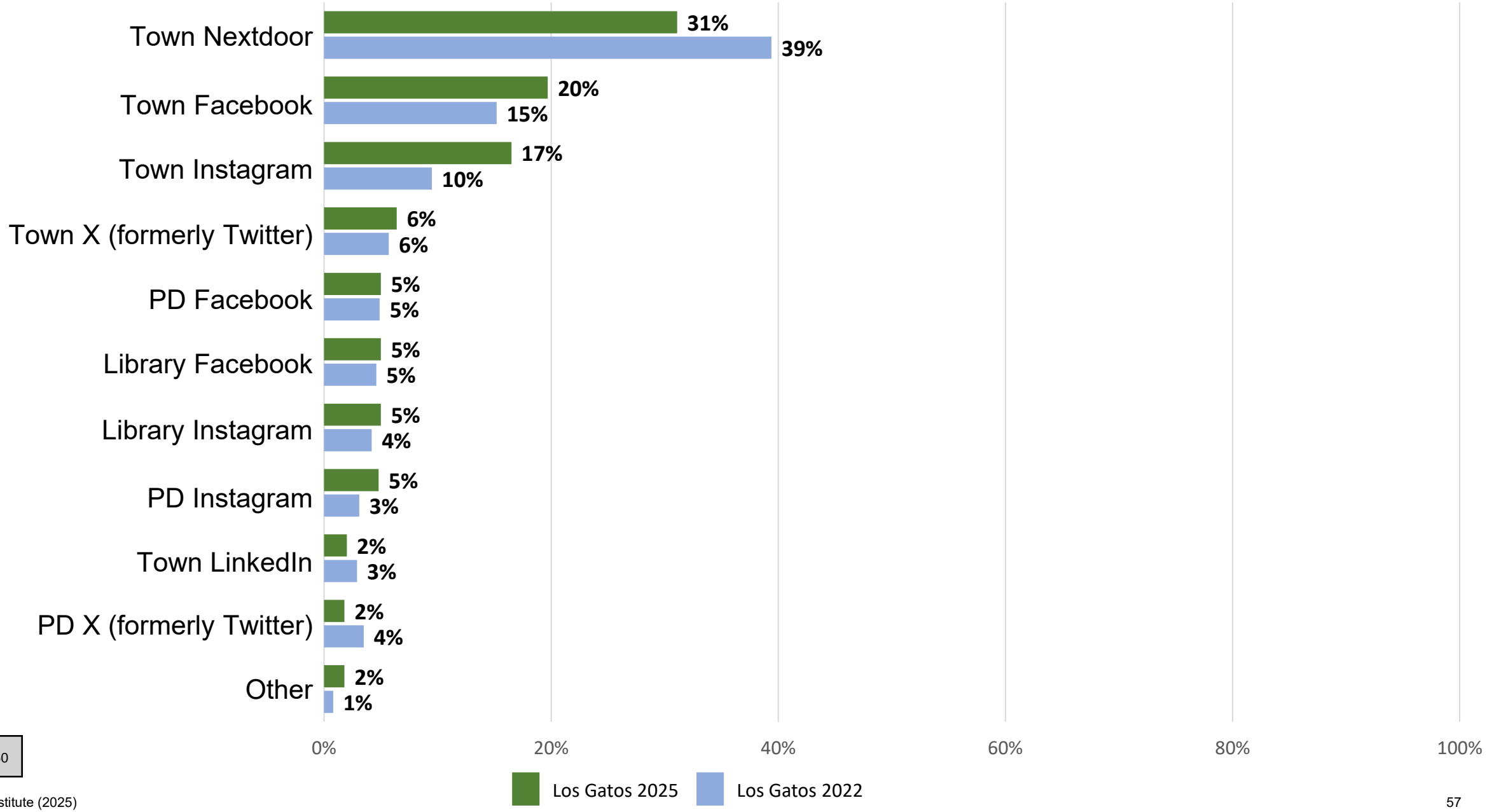
ITEM NO. 25.



Q20. ALL Of The Town's Social Media Accounts That You Follow.

ITEM NO. 25.

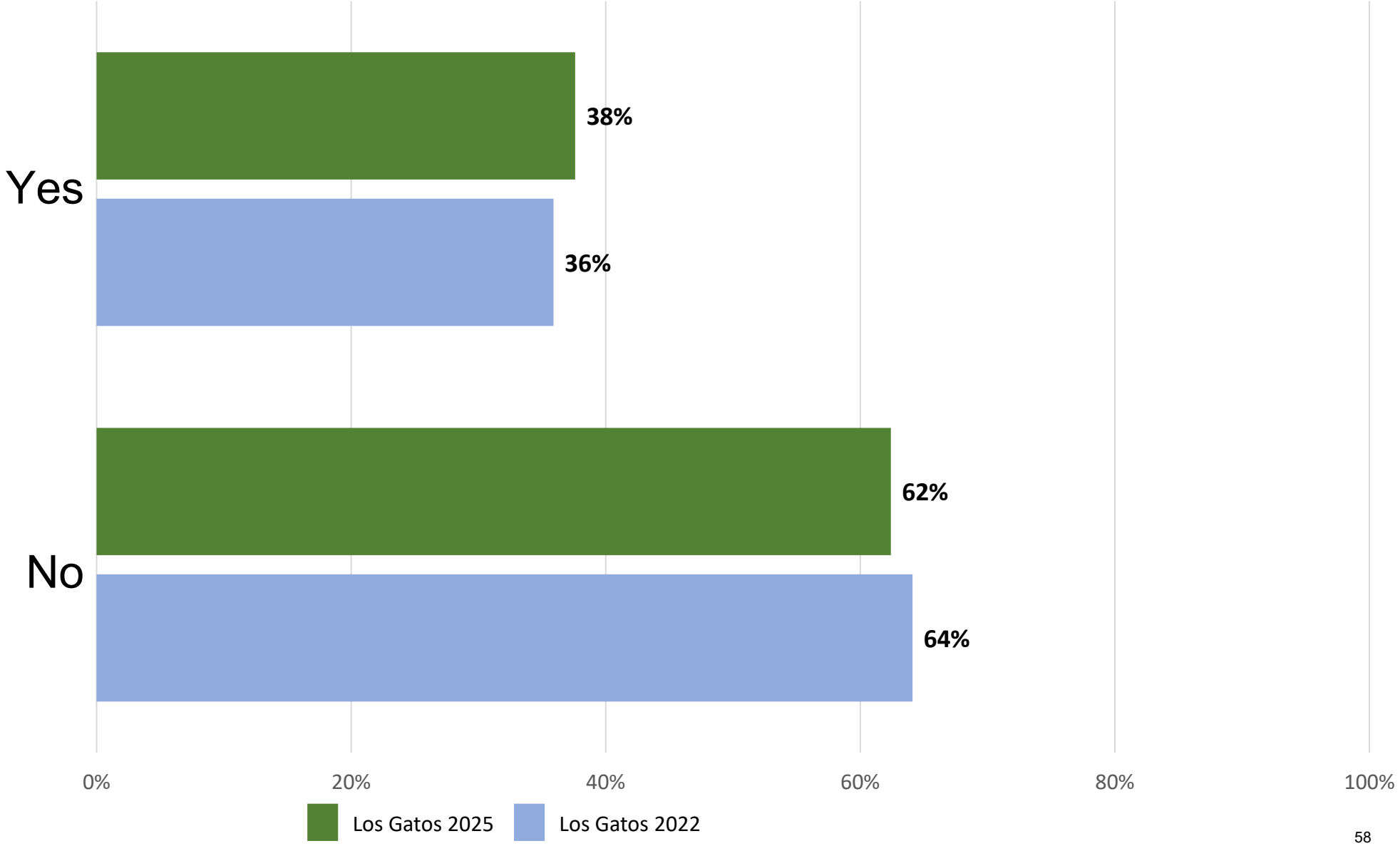
Los Gatos 2025 vs. Los Gatos 2022



ITEM NO. 25.

Q21. Have You Called Or Visited The Town With A Question, Problem, Or Complaint During The Past Year?

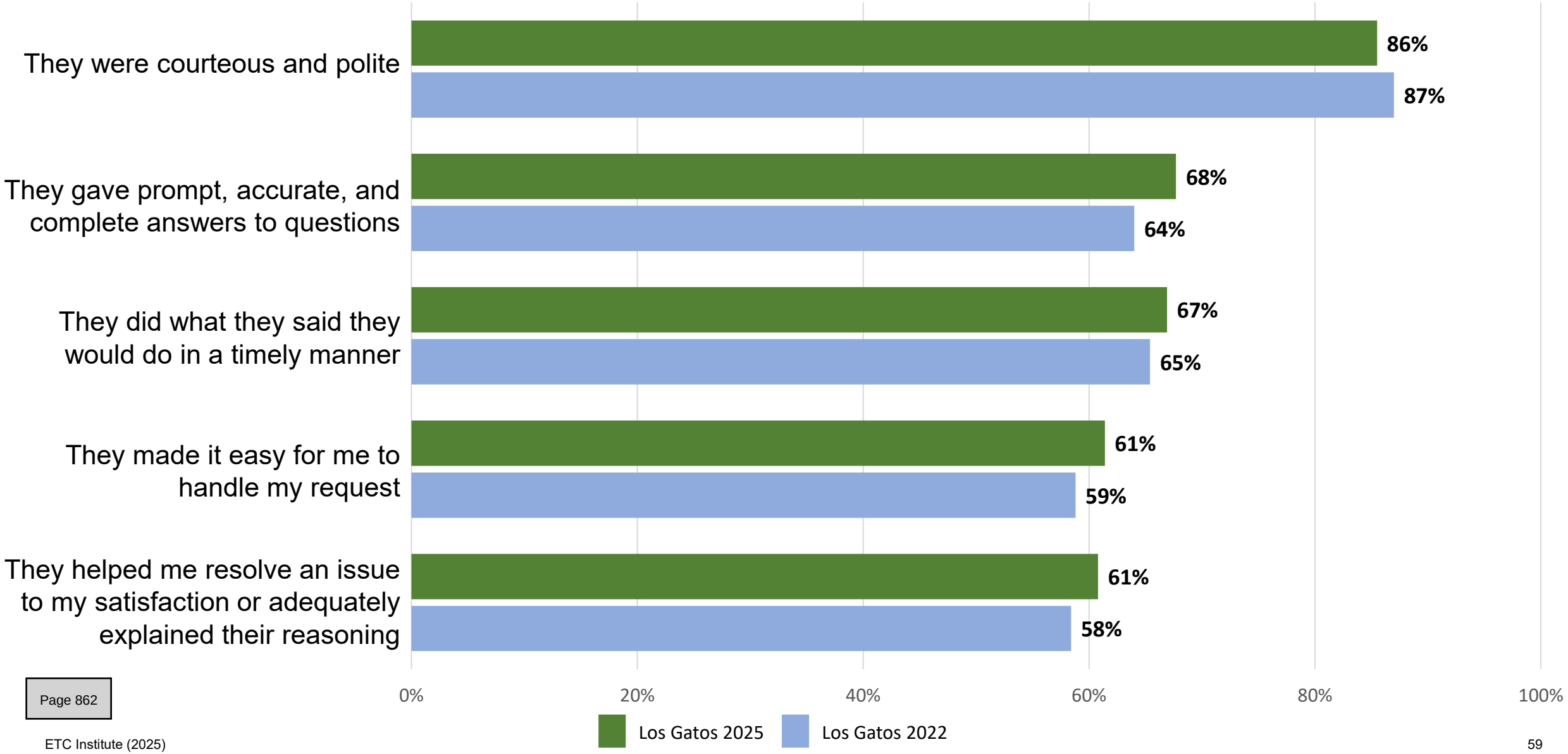
Los Gatos 2025 vs. Los Gatos 2022



ITEM NO. 25.

Q21c. Customer Service

Los Gatos 2025 vs. Los Gatos 2022



4 ETC's Importance-Satisfaction Analysis

ITEM NO. 25.

Importance-Satisfaction Analysis

Importance-Satisfaction Overview

Today, Town officials have limited resources which need to be targeted to activities that are of the most benefit to their residents. Two of the most important criteria for decision making are (1) to target resources toward services of the highest importance to residents; and (2) to target resources toward those services where residents are the least satisfied.

The Importance-Satisfaction (IS) rating is a unique tool that allows public officials to better understand both of these highly important decision-making criteria for each of the services they are providing. The Importance-Satisfaction rating is based on the concept that public agencies will maximize overall customer satisfaction by emphasizing improvements in those areas where the level of satisfaction is relatively low, and the perceived importance of the service is relatively high.

Methodology

The rating is calculated by summing the percentage of responses for items selected as the first, second, and third most important services for the Town to provide. The sum is then multiplied by 1 minus the percentage of respondents who indicated they were positively satisfied with the Town's performance in the related area (the sum of the ratings of 4 and 5 on a 5-point scale excluding "Don't Know" responses). "Don't Know" responses are excluded from the calculation to ensure the satisfaction ratings among service categories are comparable.

[IS=Importance x (1-Satisfaction)]

Example of the Calculation: Respondents were asked to identify the major town services they think are most important for the Town to provide. Thirty-six percent (36.4%) of respondents selected Town planning, building, & development services as the most important service for the Town to provide.

Regarding satisfaction, thirty-five percent (35.3%) of respondents surveyed rated selected Town planning, building, & development services as a "4" or "5" on a 5-point scale (where "5" means "Very Satisfied") excluding "Don't Know" responses. The I-S rating for selected Town planning, building, & development services was calculated by multiplying the sum of the most important percentages by 1 minus the sum of the satisfaction percentages. In this example 36.4% was multiplied by 64.7% (1-0.353). This calculation yielded an I-S rating of 0.2355 which ranked first out of seven services.

Example: Town planning, building, & development services

[36.4% x (1-35.3%)] = 0.2355

Importance-Satisfaction Analysis

The maximum rating is 1.00 and would be achieved when 100% of the respondents select an item as one of their top three choices to emphasize over the next two years and 0% indicate they are positively satisfied with the delivery of the service.

The lowest rating is 0.00 and could be achieved under either of the following two situations:

- If 100% of the respondents were positively satisfied with the delivery of the service
- If none (0%) of the respondents selected the service as one of the three most important areas for the Town to emphasize over the next two years.

Interpreting the Ratings

Ratings that are greater than or equal to 0.20 identify areas that should receive significantly more emphasis over the next two years. Ratings from 0.10 to 0.20 identify service areas that should receive increased emphasis. Ratings less than 0.10 should continue to receive the current level of emphasis.

- Very High Priority / Significantly Increase Emphasis (IS>=0.20)
- High Priority / Increase Emphasis (0.10<=IS<0.20)
- Medium Priority / Maintain Current Emphasis (IS<0.10)

The results for the Town of Los Gatos are provided on the following pages.

ITEM NO. 25.

2025 Importance-Satisfaction Rating
Los Gatos, California
Overall Quality of Town Services

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (IS >.20)						
Town planning, building, & development services (e.g., issuing permits)	**36%**	**3**	**35%**	**7**	**0.2355**	**1**
High Priority (IS .10-.20)						
Overall maintenance of Town streets, sidewalks, & infrastructure	**53%**	**1**	**65%**	**4**	**0.1896**	**2**
Medium Priority (IS <.10)						
Overall quality of Town police services	**48%**	**2**	**81%**	**3**	**0.0897**	**3**
Overall effectiveness of Town communication with the public	**10%**	**5**	**48%**	**6**	**0.0543**	**4**
Town parks and recreation facilities	**25%**	**4**	**89%**	**2**	**0.0282**	**5**
Overall quality of customer service you receive from Town employees	**5%**	**7**	**63%**	**5**	**0.0198**	**6**
Overall quality of Town library services	**6%**	**6**	**91%**	**1**	**0.0056**	**7**

Most Important %: The "Most Important" percentage represents the sum of the first, and second most important responses for each item. Respondents were asked to identify the items they thought should be the Town's top priorities.

Satisfaction %: The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding don't knows. Respondents ranked their level of satisfaction with each of the items on a scale of 1 to 5 with "5" being Very Satisfied and "1" being Very Dissatisfied.

ITEM NO. 25.

2025 Importance-Satisfaction Rating
Los Gatos, California
Public Safety Perceptions

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
High Priority (IS .10-.20)						
Town's overall efforts to prevent crime	**52%**	**1**	**70%**	**6**	**0.1535**	**1**
Visibility of police personnel in neighborhoods	**31%**	**4**	**55%**	**7**	**0.1380**	**2**
Efforts to collaborate with the public to address concerns	**27%**	**6**	**50%**	**9**	**0.1371**	**3**
Enforcement of local traffic laws	**29%**	**5**	**54%**	**8**	**0.1302**	**4**
Medium Priority (IS <.10)						
How quickly police respond to emergencies	**41%**	**3**	**79%**	**3**	**0.0847**	**5**
Effectiveness of local police protection	**42%**	**2**	**83%**	**2**	**0.0725**	**6**
Overall police performance in your neighborhood	**18%**	**7**	**75%**	**5**	**0.0453**	**7**
Quality of dispatch/911 services	**15%**	**8**	**79%**	**4**	**0.0321**	**8**
Professionalism of police officers	**14%**	**9**	**85%**	**1**	**0.0203**	**9**

Most Important %: The "Most Important" percentage represents the sum of the first, second, and third most important responses for each item. Respondents were asked to identify the items they thought should be the Town's top priorities.

Satisfaction %: The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding don't knows. Respondents ranked their level of satisfaction with each of the items on a scale of 1 to 5 with "5" being Very Satisfied and "1" being Very Dissatisfied.

ITEM NO. 25.

2025 Importance-Satisfaction Rating
Los Gatos, California
Streets, Sidewalks, and Infrastructure

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (IS >.20)						
Flow of traffic on Town streets	**69%**	**1**	**25%**	**10**	**0.5144**	**1**
High Priority (IS .10-.20)						
Condition of sidewalks in Town	**27%**	**5**	**61%**	**8**	**0.1045**	**2**
Medium Priority (IS <.10)						
Maintenance of major Town streets	**39%**	**2**	**75%**	**4**	**0.0992**	**3**
Quality of on-street bicycle infrastructure (bike lanes/wayfinding signs)	**21%**	**6**	**55%**	**9**	**0.0938**	**4**
Maintenance of streets in your neighborhood	**30%**	**4**	**70%**	**5**	**0.0909**	**5**
Overall cleanliness of Town streets & other public areas	**31%**	**3**	**80%**	**2**	**0.0644**	**6**
Adequacy of Town street lighting	**15%**	**7**	**69%**	**6**	**0.0476**	**7**
Accessibility of streets, sidewalks, & buildings for people with disabilities	**12%**	**9**	**65%**	**7**	**0.0425**	**8**
Maintenance of street signs & traffic signals	**14%**	**8**	**77%**	**3**	**0.0324**	**9**
Condition of Town buildings & facilities	**8%**	**10**	**82%**	**1**	**0.0145**	**10**

Most Important %: The "Most Important" percentage represents the sum of the first, second, and third most important responses for each item. Respondents were asked to identify the items they thought should be the Town's top priorities.

Satisfaction %: The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding don't knows. Respondents ranked their level of satisfaction with each of the items on a scale of 1 to 5 with "5" being Very Satisfied and "1" being Very Dissatisfied.

ITEM NO. 25.

2025 Importance-Satisfaction Rating
Los Gatos, California
Parks and Facilities

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Medium Priority (IS <.10)						
Walking & biking trails in Town	**50%**	**2**	**82%**	**2**	**0.0891**	**1**
Maintenance of Town parks	**60%**	**1**	**90%**	**1**	**0.0579**	**2**
Quality of facilities such as picnic areas & playgrounds in Town parks	**30%**	**3**	**82%**	**3**	**0.0531**	**3**
Quality of other recreation facilities-tennis/pickleball courts	**12%**	**5**	**68%**	**6**	**0.0398**	**4**
Quality of Town outdoor athletic fields (e.g., baseball & soccer)	**13%**	**4**	**75%**	**5**	**0.0315**	**5**
Quality of customer service from parks employees	**5%**	**6**	**76%**	**4**	**0.0109**	**6**

Most Important %: The "Most Important" percentage represents the sum of the first, and second most important responses for each item. Respondents were asked to identify the items they thought should be the Town's top priorities.

Satisfaction %: The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding don't knows. Respondents ranked their level of satisfaction with each of the items on a scale of 1 to 5 with "5" being Very Satisfied and "1" being Very Dissatisfied.

ITEM NO. 25.

2025 Importance-Satisfaction Rating
Los Gatos, California
Economic Opportunity

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (IS >.20)						
Variety & number of businesses available in Los Gatos	**41%**	**1**	**31%**	**7**	**0.2865**	**1**
Support for entrepreneurs & small business owners available in Town	**40%**	**2**	**33%**	**6**	**0.2700**	**2**
Access to quality housing you can afford	**34%**	**4**	**37%**	**5**	**0.2133**	**3**
High Priority (IS .10-.20)						
Availability of adequate & affordable housing units	**28%**	**6**	**27%**	**8**	**0.1997**	**4**
Town's efforts to attract new business & tourism	**35%**	**3**	**55%**	**3**	**0.1578**	**5**
Access to quality childcare that you can afford	**15%**	**8**	**25%**	**9**	**0.1101**	**6**
Access to healthy food that you can afford	**31%**	**5**	**65%**	**1**	**0.1085**	**7**
Medium Priority (IS <.10)						
Access to quality health care that you can afford	**25%**	**7**	**64%**	**2**	**0.0915**	**8**
Qualified workforce	**7%**	**9**	**55%**	**4**	**0.0326**	**9**

Most Important %: The "Most Important" percentage represents the sum of the first, second, and third most important responses for each item. Respondents were asked to identify the items they thought should be the Town's top priorities.

Satisfaction %: The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding don't knows. Respondents ranked their level of satisfaction with each of the items on a scale of 1 to 5 with "5" being Very Satisfied and "1" being Very Dissatisfied.

ITEM NO. 25.

2025 Importance-Satisfaction Rating
Los Gatos, California
Communication and Community Engagement

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (IS >.20)						
Efforts by Town to keep residents informed about local issues	44%	1	41%	3	0.2602	1
Opportunity to engage/provide input into decisions made by Elected Officials	32%	2	36%	7	0.2029	2
High Priority (IS .10-.20)						
Opportunity to engage in improvements in my neighborhood	26%	4	26%	9	0.1946	3
Opportunity to engage in development projects in my neighborhood	25%	5	24%	10	0.1913	4
Availability of information about Town programs & services	29%	3	52%	2	0.1395	5
Medium Priority (IS <.10)						
Access to information about Town Council, Boards, & Commissions meetings	21%	6	57%	1	0.0912	6
Access to Finance & Budget information	14%	7	37%	6	0.0886	7
Timeliness of information provided by Town	14%	8	39%	5	0.0847	8
Overall usefulness of Town website	12%	9	40%	4	0.0712	9
Town use of social media	10%	10	32%	8	0.0651	10

Most Important %: The "Most Important" percentage represents the sum of the first, second, and third most important responses for each item. Respondents were asked to identify the items they thought should be the Town's top priorities.

Satisfaction %: The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding don't knows. Respondents ranked their level of satisfaction with each of the items on a scale of 1 to 5 with "5" being Very Satisfied and "1" being Very Dissatisfied.

5 Open-Ended Comments

Q15. Are there other community investment areas that were not listed in Question 13 that you would be supportive of the Town investing your tax dollars in?

- pay down debt. Then incur new costs, like these.
- sidewalks and street crossings need some help, on east side. 2. streets are re-surfaced without cause.
- A more functional community center for all ages would be amazing
- Acquire land and build a park on the southeast quadrant.
- Adding more street lights downtown
- Addressing crime and home burglaries. Addressing homeless people sleeping on our streets, trails, along creek, huge fire risk.
- Aggressive building is wrong on our small town streets and Highway 17 route is already super dangerous.
- Annual summer music/food in N Santa Cruz Ave area.
- Approve or deny housing improvements faster.
- At times there is too much vacant retail space. My understating is that there is an aversion to national brand retailers. If that’s true then that should loosen up and in fact be encouraged. If that’s not true then forget what I said. Thanks!
- Availability of public restrooms in downtown LG, stop North Forty expansion. Need more low income housing.
- Basketball courts
- Beach Traffic must be addressed And NO more housing which is causing congestion and turning LG into San Jose or SF, Keep LG a town not a densely populated high rise catastrophe
- beautifying Los Gatos Blvd
- Better management of homeless persons
- Better way to walk over freeway on ramps on Highway 9
- Bike lanes and sidewalks.
- Bike lanes on LG Boulevard, reducing back up on Blossom Hill and LG Boulevard, summer beach traffic diverting through downtown.
- Both town dollars and volunteers to paint intersections/crosswalks to enforce "daylighting law" assembly Bill 413
- Building Department inspectors are draconian, arbitrary, and punitive. I once failed an inspection because (direct quote), ""That fire alarm looks old."" (for the record it was ~6 year old and not located in a part of the house related to the permit). I've spoken to many local residents and contractors; Los Gatos is notorious for having a uniquely miserable building department. This matters because as Los Gatos housing ages, people need to feel empowered to upgrade their properties without fighting the town for years. The culture in that department needs a tuning up. Traffic: Revert Blossom Hill Rd. back to two lanes between Camellia Terrace and Cherry Blossom Road. That bike lane is universally hated and it's sketchy, so kids ride on the sidewalk anyway. Traffic: Remove speed bumps on Shannon - they destroy the residents suspension.
- Building department takes way too long
- Business development and events
- Can we get a dog park somewhere? The tickets alone that the rangers give out should be able to pay for it!!!!

- Celebrate and acknowledge all cultures not just a few.
- City responding to our concerns and making corrections. I reported two situations with photos and descriptions relating to water pudding and raised sidewalk about two years ago and nothing has been done, and not even a timeframe given. A dangerous situation regarding raised sidewalk need to be addressed and given priority.
- Clean up Highway 17 median and stop Cal-trans from using offramp as trash areas. The first town impression is from the freeway and ours is disgraceful.
- Close down the streets and stop the beach traffic problems that make us a hostage in our own town. This will attract people to downtown and create better business and a better community.
- Code enforcement.
- Community advance so residents can feel the vibe
- Community Center
- Community Center
- Community center and senior center
- Community center, arts and culture
- Community development.
- Community events
- Community events like the Fourth of July
- Community mental health, a culture of wellness and care for each other.
- Community music events.
- Concern over E bike usage and general courtesy on trails
- concerned about development. number 1 issues for residents, difficult to find a town website info on this.
- Control rent/lease facilities. Encourage new businesses through marketing. Town finance assistance for SMB. Rent control for employees.
- Controlling beach traffic & parking down town for more than 90 minutes (Olive Zone) .
- Creating affordable housing
- Cut back Foliage Los Gatos East from Hwy 7
- Do not over crowd the schools. Building houses but not schools is not wise.
- Dog park
- Dog park
- e bikes rules for kids
- E-bikes: enforcing rules about these. Parking: patrol neighborhoods where high schoolers during school hours
- Educate school age, bicycling rules of road. Do not waste money on green bike lanes.
- Eliminate DEI spending
- Eliminate road diets and improve traffic flow
- Elimination of parklets. Filling empty bldgs., rent control
- Enforced by claws and motorized bikes.
- Ensure there are no skyscrapers or buildings over 4 stories. Keep high diversity housing away from the center of town to reduce congestion.
- Experts are necessary for disaster preparedness, response is crucial. No WOKE please.
- Facilities for single person use. Some time ago it was skate park. Need facilities for young peoples energy constructively.

- FIGHTING THE HOUSING ACCOUNTABILITY ACT. SPECIFICALLY THE DEVELOPER'S REMEDY. STOPPING HIGH RISE DEVELOPMENTS NEAR NEIGHBORHOODS
- Fill the store vacancies. Add more high quality stores and restaurants
- finding ways to work with property owners downtown so there's not so many empty businesses and also running out businesses that are successful. There are just too many empty buildings downtown.
- First, thank you for being willing to hear from locals. Affordable housing, especially for both the younger generation AND the aging population are both critical. Also, NO EXTREMES. Bring common sense to table. Also, programs that bring all types of ppl together would be great. Retired financial ppl teaching young ppl about investing, locals learning about backyard gardening from locals, etc. Just two random ideas.
- Fix massive safety issue hwy 17/hwy 9 pedestrian
- Fix street lights.
- Flashing lights on police car are visible in front of Gray and University stop sign, dangerous.
- Flock cameras!!!! LaRinconada has been trying to pay for and get their own and we need Towns permission because of location which is being delayed for some ungodly reason and we just had another break-in. Get off your asses and approve! The City should be supplying everywhere anyway. This is a freebie and the town is still sitting on their hands.
- Get rid of the ugly cat sculptures-the newer metal ones. Replace with the traditional white cement ones like near Bianco shopping area.
- Greater support for NUMU!
- Hire more arborist.
- Homeless encampment mitigation. Enforcement of "Do Not Block" street zones.
- How about a public transit option? The elderly / disabled will benefit.
- I am glad you are thinking of fire hazard. But clearcutting south of Rinconada Park with NO NEIGHBORHOOD NOTIFICATION is not acceptable. PLEASE CLOSE south exit to 17 from N Santa Cruz.
- I appreciate how quickly people from the town respond to email concerns and queries. I want to see my tax dollars working to support small business downtown.
- I concerned about the cell phone tower on University Ave, the radiation impact many residence around that area, Please refrain to give permit to cellphone tower in Los Gatos's residence area, it prevented people from investing or living here as I learned.
- I want a 100% affordable housing development in town and town investments in DEI, including outward spoken support. I'm struggling not only to belong here, but also to afford to live in the community at all.
- I would like to see the Town resist SB-330 with our tax dollars instead of the current acceptance that destroys neighborhoods.
- I would like to see the town square (by the post office) be renovated to be more inviting. It seems such a missed opportunity. It should be a well lighted, well landscaped, square for people to gather and socialize, the heart of the town. It's dark and damp with limited seating. It looks old school and forgotten.
- I would prefer the town not spend money on poorly designed improvements.
- Improve summer beach traffic.
- Improving affordable housing for the next generation
- Improving street lighting
- improving traffic and safety sidewalks near the high school, particularly the one way street of New York Avenue. Have a designated area for morning /afterschool parent drop off/pick up area. Create a secondary traffic outlet behind high school in case of emergency.
- In the almond Grove, we are trapped on weekends. Very frustrating.

- Include in town communications that dog walkers must clean up after their dogs
- Increase city minimum wage/living wage for city workers. Rent control
- Invest in a real estate consultant or staff expert to oversee building, permitting, compliance, regulation, and construction of appropriately designed housing.
- Invest in native plants, ban gas blowers, more environmentally friendly policies.
- It seems like there are so many employees in town. We have the same population, but many more people working in the town hall.
- It would be beneficial to have a northbound highway 85 ramp on Winchester Boulevard. It would elevate traffic on Lark and Bascom Avenue.
- It's covered above, but I want to emphasize investing in infrastructure for the town.
- Jazz concerts, increased number of concerts and obtain well-known performers
- Job finding resources for older adults. Moore DUI enforcement.
- KCAT local television
- Keep the police station open near Los Gatos Blvd and Blossom Hill Road, very concerned about dispatch times if it is closed. Enforce no fireworks, it is getting unsafe.
- Keeping the local schools great and achieving high test scores and competency in core subjects. Also consider bringing back shot classes to the junior high/middle school levels, also home economics, metals, and woodworking, etc..
- Legal action against the state required builders remedy.
- LG needs to come up with a plan to regulate/control ebikes by kids. They are out of control--no helmets, don't stop at stop signs, recklessly driving on town streets, exceeding both ebike and town speed limits. If you really want to know what's happening in town, go onto the local neighborhood websites
- LG needs to decommission their DEI commission as it engages in unlawful discriminatory practice by the very nature of the program. The DEI commission is liken to LA's fires and its city's DEI practices. It diverted finances, manpower and attention to DEI and not to the programs which govt is authorized to do, which is to provide for the welfare and safety of its citizens! LG's 2022 council elections highlighted the financial deficits of LG, $5m in deficit and growing annually, with a projected $20M in several years. Yet in spite of this financial forecast, LG spends tens of thousands of $$s and time on a commission that merely promotes racism and continued divisiveness! LG has a mix of people from all over the world and is NOT engaged in systemic racist actions, until the DEI commission was created. Finally, in 2022, there was a candidate who's platform was on fire preparedness and there has been nothing done in that regard. Yet, a former mayor of LG, Joe Pirzynski wrote an article in Inside LG, questioning the fire preparedness of LG. Politicians who are elected on their proffered platform of acting in the interest of their constituents have a duty to act in due diligence and NOT pursue their own hidden Woke agenda, once elected. This is why politicians are so mistrusted, that they act in their own echo chamber and not to their constituents. Close and defund the JDEI commission as non-reflective of LG's citizen's values!
- local schools support
- Lower taxes
- Maintain quality of public schools to attract young families. Stay a small town. Avoid turning into a big city.
- Make sure we keep character of town when building new developments
- Making the town a welcoming place regardless of race, ethnicity or sexual orientation.
- More efforts to curb bad driver behavior in neighborhoods (especially surrounding the schools, specifically the high school, but also adult drop off/pick up drivers at all schools.
- More police and fire personnel
- More police presence and action on people living in their cars. Especially in park area.

- More Sports fields and courts for kids
- More town supported music events
- More transients are coming into town, particularly along the creek trail right in the heart of town near historical Forbes mill. This is a heavily traveled route by children and young teens in town and a common route to Los gatos high school. There should be a zero tolerance policy. Don't let down your guard we must protect the value of our town and the safety of our citizens.
- Music in the park support. Outdoor festivities. LG traffic is far worse now than they've taken out car lanes for bike lanes. Especially on Blossom Hill Road near Blossom Hill school. Daily back ups are the new normal.
- My concern with bicycling come from not being able to safely cross major roads.
- Need a community center
- Need more parking downtown. The public park area along Wedgewood Ave (public land) has been enclosed by the golf course.
- New community center
- No, not really. List was pretty complete.
- No. Please no more bike lanes! Tired of getting run over by bike riders on the sidewalks when the town has caused massive traffic congestion on Blossom Hill and Union by minimizing car traffic lanes and then expanding bike lanes that no one uses.
- Not charging residents to go to Vasona Park
- Not in direct response to this question: More Community Development Department staff. I know this is hard, but take whatever measures possible to address beach traffic. Increased enforcement of traffic laws. Soooo many red light runners!
- Not sure if it fits here, but there has been an uptick in the number of homeless individuals sleeping in library park and near post office. It’s made me feel far less safe and uncomfortable.
- Organization of concerts, performances, exhibitions of art, maintenance of small museum.
- Overnight shelter for unhoused from November to March
- Overpass access over 17 for bikes and pedestrians. Weekend beach traffic and freeway for locals to commute.
- Paying for sidewalk repairs
- Pedestrian crossing blinking lights across on/off ramps on Highway nine to make crossing to town and Creek Trail safer while walking.
- Permanent public restroom downtown, not a port a potty
- Pickleball courts in Oak Meadow Park, and more awfully dog parks
- Please consider the aesthetics of the proposed housing structures. Some of the are horrendous. If we are bound to improving housing, do they need to look like ill manufactured cell blocks?
- Please invest more in creating new parks and open space preserves. Please invest more in maintaining the hiking trails. There are currently many bikes, including motorized bikes, e-bikes and regular bikes, that are ruining Heintz Open Space Preserve. They are cutting trails everywhere and building ramps with wood and dirt. They go very fast down the hills and around the corners and are a safety threat to pedestrians, horses and dogs. There are currently no signs that specify that these activities are not allowed and essentially no enforcement. Also, please invest in wildlife crossings over Hwy 17, near Lexington reservoir and other areas, where appropriate. Many deer, mountain lions, newts and other wildlife are hit. This is not only bad for the wildlife, but it is a threat to people, as well.
- Police patrols during summer beach traffic. Police patrol on Cherry Stone Drive due to speed and no stopping signs from Blossom Hill Road.

- Policing drunk drivers leaving bars downtown and cars not yielding for pedestrians crossing the street
- Preventing crime and homelessness is a big deal. The entire Bay Area seems to be falling apart to these two factors. Considering retiring outside of California for these reasons.
- Promoting diversity. Reducing Negativity.
- Providing better facilities for seniors
- Providing services for seniors like transportation, lectures, etc.
- Public restrooms
- Put a restroom at La Rinconala Park, even a port a potty would be vastly better than nothing.
- Quito Road is a miserable long main road, causing a lot of unneeded wear and tear on cars.
- Recreational bike park such as a pump track, or a skate park.
- Reduce amount of congestion. Better traffic flow. No more building residences. Focus more on small business and entrepreneurs please.
- Reducing congestion by encouraging and facilitating transit expansion and improvement.
- Reducing summer traffic congestion. Reducing the number of new 4-11 story housing developments.
- Reduction in homelessness
- Removal of restaurant bumps. they are a scar on downtown, disaster for retail and walking.
- Repair or replace Pollard and Winchester Quito Road. Traffic getting into town in the summertime is difficult.
- RIDICULOUS TREATMENT OF WINCHESTER BETWEEN LARK & VINLAND AVE-SHOULD BE RETURNED TO ITS FORMER STATE; NORTH FORTY PROJECT HAS BECOME INSTANT SLUMS-BETTER PLANNING IS REQUIRED
- Sadly, anti-hate efforts. The United Against Hate march and rally held a couple of years ago was fantastic. DEI efforts supported. Environmental education necessary - please support your science programs!
- Salt the beach traffic in high school gridlock
- SCHOOL BUSES, paid for by the TOWN (not just the school district or the parents) to alleviate school day traffic. Everyone in the town will benefit but only if you can provide enough school buses at enough times directly in the neighborhoods where kids live. The motivation is to stop the INSANE traffic. It currently takes an 75 minutes to drive from Netflix to the high school and back on school day mornings and afternoons!!!!
- Schools
- Schools - people live in LG because of the fantastic schools. We need to continue to support and invest in them. Increasing funding for afterschool care for said schools would attract more residents as well. LG Rec programs are decent and we'd like to see more.
- Senior services, like recreation, transportation and social
- Set a measurement scale at time of investment with tax dollars
- Shipping under 16y.o kids on e-Bikes from terrorizing people in town. They should have some license where they know the rules of the road and can have consequences for not abiding to the law.
- Solving the weekend traffic gridlock during the summer time would be the absolute number one priority.
- Sr services and community center
- Stop approving housing projects. Develop the LG Blvd. side of town with more retail/restaurants.
- Stop building high density housing. Our roads can't support the number of people it adds and it creates massive bottlenecks
- Stop massive house constructions. Better planning.
- Stop the building! Too much traffic.

- Stop the overdevelopment and high-rise projects. We need to address the housing issue, but these high-rise monstrosities are ruining our town, community, and traffic flow.
- Stopping mass housing projects that will impact our small town.
- Street tree care
- summer beach traffic control, diversion, is essential!!!
- Support and promotion for community events (e.g. farmer's market, jazz-in-the-plaza, wine walks, etc.)
- Support PG&E to prevent power outages. We have outages every time we have a storm.
- Supporting NUMU our local museum.
- The bike lanes with green bollards are excessive. they restrict traffic.
- The council spent millions on one area of town for concrete roads and sidewalks, but the rest of the town has potholes and missing sidewalks. This is corruption at the highest level.
- The Johnson/Loma Alta/Los Gatos Blvd intersection is extremely dangerous for pedestrians. I regularly watch cars almost hit peds daily. Kids cross Loma Alta for Los Gatos Blvd to sidewalk on Johnson and there is no paint marking the crosswalk. I suggest adding a crosswalk here so cars know to slow down BEFORE the stop sign. It's a tricky intersection but I feel something should be done here.
- The North 40 is an embarrassment for horrible design.
- The people who live here live in fear of being harmed! The kids drive around and harass people, shoot at them w paint guns causing harm! We are afraid to walk at night! The town needs to get control over the kids and how they are bringing fear to everyone! They ride in gangs, push people yell at people and shoot at them with harmful paint fins. I even heard someone was shot in front of icing on the cake by a gang of teens with a paint gun and almost lost her eye! The police need to parole the streets on Friday and Saturday night and arrest these kids. Or they will continue to take control. It’s awful!!!
- The so-called landscaping by the parking area near main & santa cruz is the first thing most visitors see, and it is a mess of weeds and barely surviving plants. For a mere $1000 we could fix this. Take a look at what los altos or santa clara do in this regard. When you submit a police report, you never hear back at all. It's pointless to even file a report because from what I can tell it's tossed in the trash.
- The street parking for my dental office and my patients was taken away without conversation or solutions offered. Now cars drive even faster up and down the road which is not actually reducing the risk to pedestrians who walk on that street. More time/money should be spent investigating the issue and coming up with proper solutions.
- The Town of Los Gatos should use its resources to directly support the development of 100% affordable permanent supportive housing units. I would also support using tax dollars to support community partners and nonprofits.
- The traffic lights at university/north Santa Cruz/LG-saratoga road are terrible!!! Pedestrians need a light/signal for those exiting 17 at LG-Saratoga - it is insanely dangerous. Bachman park needs a restroom.
- There are a lot of streets that don't have any sidewalks at all.
- There needs to be more patrolling and education regarding E bikes. Too many young people driving recklessly and strip malls and on main roads.
- Town congestion and traffic flow need to be improved. Reasonably priced dinning.
- Traffic and congestion. Gridlock.
- Traffic calming, very powerlines, reduce mass and scale and in permeable surface of new homes. Eliminate LED street lights that obliterate the night sky.
- Traffic control around the high school. Try to decrease beach traffic through LG town.
- Traffic is bad and getting worse due to large housing projects. It effects our quality of life here. We need to maintain the small town feel here.

- Traffic is the main problem! I was stunned at the recent planning commission meeting that traffic was deemed not an issue on the main street project near the high School. Unbelievable!
- Traffic on weekends needs to be addressed. Close on ramp Saturday and Sunday 10AM - 3PM.
- updating/installing sewer pipes along Miles Avenue so residents do not have rely on sump pumps and instead can connect directly to the main sewer line via a lateral
- Upset at town spending money on DEI study of the town. Total waist of money. Citizens have choice of where they live. The town does not decide who lives here
- Vasona Park Maintenance should be a higher priority
- We do not want to see any more of large scale residential development projects in this town. Please stop approving such new large development projects in this town,
- We need a dog park downtown that all can get to by walking.
- We need more EV charging stations across town, we have a lot of superchargers but we need level 2 chargers near condo areas.
- We need the walking pads upgraded and overall appearance. There's a recreation center, but it needs improved, lighting and overall upgrades.
- We need to evict the homeless people in front of the post office; and on the walking trails: they yell and walk around under the influence of alcohol and drugs
- Weekend traffic congestion mitigation
- What happened to the Lynn Avenue pedestrian path design project.
- wildfire, earthquake, and natural disaster prevention and preparation
- working with Cal Trans to clean up Highway 9 . Too much trash on roads. stopping summer congestion. we cannot access any town services near downtown during the summer months during peak traffic hors on weekends.
- Youth recreation facilities that are not organized sports i.e. skateboard park, parkour park/space, outdoor adventure park (ropes course, slack lining, frisbee, rock climbing) Work with SCC to do some of this at Vasona Park.

21b. What department(s) did you contact? Other

- Building
- Building and permits
- Building Department
- Building department
- Building Dept
- Building permit and inspection
- Building permit office
- Building permits
- Building permits
- Building, permits, etc.
- building/illegal airbnb
- code
- Code compliance
- Code enforcement
- code enforcement but I think he is overworked
- Construction
- Council
- Council members
- fire dept
- Permits
- Permits
- Planning
- Planning
- Planning
- Planning
- Planning
- Planning and issues with speeding in our neighborhood.
- Planning Building and Development
- Planning department
- Street service
- Streets. Trees
- Town Codes
- Town council and planning
- Town planning and town arborist
- Traffic concerns on Los Gatos Almaden at Camino del Cerro. It’s a blind corner and everyone speeds. I tried contacted the dept, but got nowhere.
- Vice mayor and council member

Q22a. Why do you think you will not be living in Los Gatos, CA, five years from now?

- Affordability of housing and traffic congestion.
- Age
- age related
- Close to retirement - move somewhere more affordable
- Cost of housing
- Cost of housing
- Cost of housing
- Cost of housing
- Cost of living
- Cost of living
- Cost of living and quality of life deterioration.
- cost of living, rental prices
- Cost of living, traffic during summer months
- Cost of living
- COST-CANNOT AFFORD TO BUY A HOUSE HERE
- Crowds and traffic
- Downsizing
- family is growing
- getting too expensive
- housing costs too expensive for long term, especially property tax. youngest child graduating from LGHS.
- I do not like the way the character of the town is changing.
- I would love to stay here but cannot afford a home after 25 years of living here. Renting is hard - not enough available housing for a family. Everything that is proposed for sale will be out of reach financially or too small for a family.
- I would love to stay here but I rent and rents keep going up and rental properties are disappearing.
- It all depends on health issues and whether we will need to be closer to our kids.
- It is too expensive for when I retire. Property taxes are crazy high if you bought in the last 5 years. If there were duplexes or multi-family home housing, I could share one with my family or friends and reduce the cost of being here, but there are almost no multi-family housing. Also, the town is slowly becoming a sleepy retirement village as the number of young families with kids declines due to the high cost of housing. The schools are the main reason Los Gatos is such a desirable community, and without many kids moving into the town, we're going to lose that advantage. So better to sell my house sooner while Los Gatos still commands a premium, before the schools decline for to lack of enrollment.
- I've already exceeded the average life-span - I'm as old as dirt
- Kids have grown and may downsize and move up the peninsula
- Kids will be in college. Too expensive to retire here.
- Lack of affordable access to a vibrant downtown.
- Lack of affordable housing and healthcare for seniors.
- lack of diversity and diverse thinking
- Less police presence and extremely high property taxes

- May move out of California altogether. Too expensive.
- may move to AZ
- May need assisted-living
- Move closer to grandchildren
- Moving to a more affordable location. One story home needed.
- Moving to another home in an area that is more retirement lifestyle
- My kids are Moving out of the house, the cost of property taxes are too high, and having lived more than 60 years in Los Gatos, I feel the general attitude of people on the street are elitist, they are not welcoming. The town is full Of "Yoga Pants Mafia" who drive huge SUV or Tesla and think they are the bomb. It a far cry from the town I was raised in during the 60s, 70s and 80s.
- Nearing retirement age and will not be able to afford to retire here.
- need cash from house
- No, will retire out of state.
- Our kids do not want to move back here, so we may follow them.
- Overcrowding, increased traffic and unsightly tall housing development.
- Overdevelopment, traffic, and fire trapped neighborhoods.
- Parks are dirty, sidewalks are not comfortable, and not many activities for people over 65.
- Positive living, traffic, taxes
- Property taxes are too high
- Quality of life, traffic and density issues.
- remodeling other house to move in
- The amount of development and the traffic in town and the surrounding areas is only going to get worse - we will be seeking an area that is less developed and busy
- The cost of housing and the cost of the living.
- The town is congested now and too busy. This is understandable as the population grows. It is not affordable to live here.
- The traffic is getting pretty bad. I tend to go into Campbell more often than LG.
- To many large scale buildings going up which will increase traffic.
- Too expensive
- Too expensive
- Too expensive
- too expensive to rent or buy a home
- Too expensive, beach traffic, wasting too much money on police at the expense of other services.
- Too expensive. I only work here.
- Too expensive-home prices, and inability to get homeowners insurance
- Too much construction, over crowded
- Town character is being ruined by huge housing projects that were allowed to pass due to town council's failure to get housing plan passed. Traffic is a complete nightmare caused in large part to the town's focus on minimizing car lanes and expanding bike lanes that no one uses.
- Traffic and overdevelopment has made it difficult to move around town and destroyed the acquaintance and unique feel
- Very expensive to meet my daily needs. less pay, more expenses
- way too much development, losing charm
- We are not high tech.

- We moved here for quiet and safe environment, but Pickleball at the park is noisy and traffic and parking is horrible. Our kids can't bike to school since 2020 and we pay high property tax.
- Will depend on where things go politically in the US. Right now...it's pretty scary and we are dual citizens of another country so may choose to leave.
- Will move back to the mountains, unincorporated Los Gatos
- Will retire and move someplace cheaper.

6 Tabular Data

ITEM NO. 25.

Q1. Using a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor," please rate the Town of Los Gatos with re of the following.

(N=502)

	Excellent	Good	Neutral	Below average	Poor	Don't know
Q1-1. As a place to live	68.7%	29.9%	1.2%	0.2%	0.0%	0.0%
Q1-2. As a place to raise children	56.4%	30.3%	5.8%	0.2%	0.2%	7.2%
Q1-3. As a place to work	26.7%	23.1%	19.7%	3.0%	1.2%	26.3%
Q1-4. As a place to retire	36.7%	28.9%	17.5%	8.2%	4.8%	4.0%
Q1-5. As a place where I feel welcome	47.8%	36.1%	11.6%	3.6%	0.4%	0.6%

WITHOUT "DON'T KNOW"

Q1. Using a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor," please rate the Town of Los Gatos with regard to each of the following. (without "don't know")

(N=502)

	Excellent	Good	Neutral	Below average	Poor
Q1-1. As a place to live	68.7%	29.9%	1.2%	0.2%	0.0%
Q1-2. As a place to raise children	60.7%	32.6%	6.2%	0.2%	0.2%
Q1-3. As a place to work	36.2%	31.4%	26.8%	4.1%	1.6%
Q1-4. As a place to retire	38.2%	30.1%	18.3%	8.5%	5.0%
Q1-5. As a place where I feel welcome	48.1%	36.3%	11.6%	3.6%	0.4%

Q2. Overall Quality of Town Services. Please rate your overall satisfaction of these major categories of services provid Town of Los Gatos.

(N=502)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q2-1. Town parks and recreation facilities	44.2%	42.8%	8.2%	2.0%	0.8%	2.0%
Q2-2. Town planning, building, & development services (e.g., issuing permits)	6.6%	23.1%	22.1%	18.9%	13.3%	15.9%
Q2-3. Overall effectiveness of Town communication with the public	10.6%	35.9%	35.7%	12.0%	3.2%	2.8%
Q2-4. Overall maintenance of Town streets, sidewalks, & infrastructure	17.3%	46.6%	21.5%	10.0%	3.8%	0.8%
Q2-5. Overall quality of customer service you receive from Town employees	19.9%	30.3%	22.3%	5.0%	1.8%	20.7%
Q2-6. Overall quality of Town library services	49.8%	27.7%	6.4%	0.8%	0.2%	15.1%
Q2-7. Overall quality of Town police services	41.4%	33.5%	12.5%	3.8%	0.8%	8.0%

ITEM NO. 25.

WITHOUT "DON'T KNOW"

Q2. Overall Quality of Town Services. Please rate your overall satisfaction of these major categories of services provided by the Town of Los Gatos. (without "don't know")

(N=502)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q2-1. Town parks and recreation facilities	45.1%	43.7%	8.3%	2.0%	0.8%
Q2-2. Town planning, building, & development services (e.g., issuing permits)	7.8%	27.5%	26.3%	22.5%	15.9%
Q2-3. Overall effectiveness of Town communication with the public	10.9%	36.9%	36.7%	12.3%	3.3%
Q2-4. Overall maintenance of Town streets, sidewalks, & infrastructure	17.5%	47.0%	21.7%	10.0%	3.8%
Q2-5. Overall quality of customer service you receive from Town employees	25.1%	38.2%	28.1%	6.3%	2.3%
Q2-6. Overall quality of Town library services	58.7%	32.6%	7.5%	0.9%	0.2%
Q2-7. Overall quality of Town police services	45.0%	36.4%	13.6%	4.1%	0.9%

ITEM NO. 25.

Q3. Which TWO of the services listed in Question 2 do you think are MOST IMPORTANT for the Town to provide?

Q3. Top choice	Number	Percent
Town parks and recreation facilities	64	12.7 %
Town planning, building, & development services (e.g., issuing permits)	95	18.9 %
Overall effectiveness of Town communication with the public	18	3.6 %
Overall maintenance of Town streets, sidewalks, & infrastructure	107	21.3 %
Overall quality of customer service you receive from Town employees	13	2.6 %
Overall quality of Town library services	10	2.0 %
Overall quality of Town police services	163	32.5 %
None chosen	32	6.4 %
Total	502	100.0 %

Q3. Which TWO of the services listed in Question 2 do you think are MOST IMPORTANT for the Town to provide?

Q3. 2nd choice	Number	Percent
Town parks and recreation facilities	63	12.5 %
Town planning, building, & development services (e.g., issuing permits)	88	17.5 %
Overall effectiveness of Town communication with the public	34	6.8 %
Overall maintenance of Town streets, sidewalks, & infrastructure	161	32.1 %
Overall quality of customer service you receive from Town employees	14	2.8 %
Overall quality of Town library services	22	4.4 %
Overall quality of Town police services	79	15.7 %
None chosen	41	8.2 %
Total	502	100.0 %

SUM OF TOP TWO CHOICES

Q3. Which TWO of the services listed in Question 2 do you think are MOST IMPORTANT for the Town to provide? (top 2)

Q3. Top choice	Number	Percent
Town parks and recreation facilities	127	25.3 %
Town planning, building, & development services (e.g., issuing permits)	183	36.5 %
Overall effectiveness of Town communication with the public	52	10.4 %
Overall maintenance of Town streets, sidewalks, & infrastructure	268	53.4 %
Overall quality of customer service you receive from Town employees	27	5.4 %
Overall quality of Town library services	32	6.4 %
Overall quality of Town police services	242	48.2 %
None chosen	32	6.4 %
Total	963	

ITEM NO. 25.

Q4. Perceptions of the Community. Please rate your satisfaction with each of the following items that may influence your perception of the Town of Los Gatos.

(N=502)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q4-1. Overall quality of services provided by Town	19.9%	48.0%	22.9%	4.0%	1.0%	4.2%
Q4-2. Overall value you receive for your Town tax dollars & fees	14.3%	33.7%	31.3%	13.1%	3.6%	4.0%
Q4-3. Overall image of the Town	38.8%	45.2%	10.8%	3.8%	0.4%	1.0%
Q4-4. Overall quality of life in Town	43.0%	46.2%	8.4%	1.2%	0.2%	1.0%
Q4-5. Overall feeling of safety in Town	48.6%	40.6%	7.2%	2.4%	0.2%	1.0%

WITHOUT "DON'T KNOW"

Q4. Perceptions of the Community. Please rate your satisfaction with each of the following items that may influence your perception of the Town of Los Gatos. (without "don't know")

(N=502)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q4-1. Overall quality of services provided by Town	20.8%	50.1%	23.9%	4.2%	1.0%
Q4-2. Overall value you receive for your Town tax dollars & fees	14.9%	35.1%	32.6%	13.7%	3.7%
Q4-3. Overall image of the Town	39.2%	45.7%	10.9%	3.8%	0.4%
Q4-4. Overall quality of life in Town	43.5%	46.7%	8.5%	1.2%	0.2%
Q4-5. Overall feeling of safety in Town	49.1%	41.0%	7.2%	2.4%	0.2%

ITEM NO. 25.

Q5. Public Safety Perceptions. Please rate your satisfaction with the following services provided by the Town of Los G

(N=502)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q5-1. Effectiveness of local police protection	36.1%	41.2%	12.9%	2.8%	0.4%	6.6%
Q5-2. Efforts to collaborate with the public to address concerns	14.7%	28.1%	32.7%	8.6%	2.4%	13.5%
Q5-3. Enforcement of local traffic laws	14.5%	36.1%	25.1%	12.9%	4.6%	6.8%
Q5-4. How quickly police respond to emergencies	31.9%	27.3%	13.5%	1.6%	0.2%	25.5%
Q5-5. Overall police performance in your neighborhood	32.3%	33.5%	17.1%	3.6%	0.8%	12.7%
Q5-6. Professionalism of police officers	43.6%	29.3%	10.8%	1.6%	0.2%	14.5%
Q5-7. Quality of dispatch/911 services	28.3%	20.9%	12.4%	1.0%	0.0%	37.5%
Q5-8. Town's overall efforts to prevent crime	20.1%	39.8%	20.7%	3.6%	1.0%	14.7%
Q5-9. Visibility of police personnel in neighborhoods	14.9%	36.7%	29.7%	10.4%	1.8%	6.6%

ITEM NO. 25.

WITHOUT "DON'T KNOW"

Q5. Public Safety Perceptions. Please rate your satisfaction with the following services provided by the Town of Los Gatos. (without "don't know")

(N=502)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q5-1. Effectiveness of local police protection	38.6%	44.1%	13.9%	3.0%	0.4%
Q5-2. Efforts to collaborate with the public to address concerns	17.1%	32.5%	37.8%	9.9%	2.8%
Q5-3. Enforcement of local traffic laws	15.6%	38.7%	26.9%	13.9%	4.9%
Q5-4. How quickly police respond to emergencies	42.8%	36.6%	18.2%	2.1%	0.3%
Q5-5. Overall police performance in your neighborhood	37.0%	38.4%	19.6%	4.1%	0.9%
Q5-6. Professionalism of police officers	51.0%	34.3%	12.6%	1.9%	0.2%
Q5-7. Quality of dispatch/911 services	45.2%	33.4%	19.7%	1.6%	0.0%
Q5-8. Town's overall efforts to prevent crime	23.6%	46.7%	24.3%	4.2%	1.2%
Q5-9. Visibility of police personnel in neighborhoods	16.0%	39.2%	31.8%	11.1%	1.9%

ITEM NO. 25.

Q6. Which THREE services listed in Question 5 do you think should receive the MOST EMPHASIS from the Town over t TWO years?

Q6. Top choice	Number	Percent
Effectiveness of local police protection	112	22.3 %
Efforts to collaborate with the public to address concerns	50	10.0 %
Enforcement of local traffic laws	65	12.9 %
How quickly police respond to emergencies	60	12.0 %
Overall police performance in your neighborhood	18	3.6 %
Professionalism of police officers	14	2.8 %
Quality of dispatch/911 services	16	3.2 %
Town's overall efforts to prevent crime	91	18.1 %
Visibility of police personnel in neighborhoods	47	9.4 %
None chosen	29	5.8 %
Total	502	100.0 %

Q6. Which THREE services listed in Question 5 do you think should receive the MOST EMPHASIS from the Town over the next TWO years?

Q6. 2nd choice	Number	Percent
Effectiveness of local police protection	60	12.0 %
Efforts to collaborate with the public to address concerns	39	7.8 %
Enforcement of local traffic laws	42	8.4 %
How quickly police respond to emergencies	86	17.1 %
Overall police performance in your neighborhood	38	7.6 %
Professionalism of police officers	22	4.4 %
Quality of dispatch/911 services	26	5.2 %
Town's overall efforts to prevent crime	92	18.3 %
Visibility of police personnel in neighborhoods	54	10.8 %
None chosen	43	8.6 %
Total	502	100.0 %

Q6. Which THREE services listed in Question 5 do you think should receive the MOST EMPHASIS from the Town over the next TWO years?

Q6. 3rd choice	Number	Percent
Effectiveness of local police protection	38	7.6 %
Efforts to collaborate with the public to address concerns	47	9.4 %
Enforcement of local traffic laws	36	7.2 %
How quickly police respond to emergencies	60	12.0 %
Overall police performance in your neighborhood	36	7.2 %
Professionalism of police officers	33	6.6 %
Quality of dispatch/911 services	33	6.6 %
Town's overall efforts to prevent crime	77	15.3 %
Visibility of police personnel in neighborhoods	53	10.6 %
None chosen	89	17.7 %
Total	502	100.0 %

ITEM NO. 25.

SUM OF TOP THREE CHOICES

Q6. Which THREE services listed in Question 5 do you think should receive the MOST EMPHASIS from the Town over the next TWO years? (top 3)

Q6. Top choice	Number	Percent
Effectiveness of local police protection	210	41.8 %
Efforts to collaborate with the public to address concerns	136	27.1 %
Enforcement of local traffic laws	143	28.5 %
How quickly police respond to emergencies	206	41.0 %
Overall police performance in your neighborhood	92	18.3 %
Professionalism of police officers	69	13.7 %
Quality of dispatch/911 services	75	14.9 %
Town's overall efforts to prevent crime	260	51.8 %
Visibility of police personnel in neighborhoods	154	30.7 %
None chosen	29	5.8 %
Total	1374	

ITEM NO. 25.

Q7. Streets, Sidewalks, and Infrastructure. Please rate your satisfaction with the following services provided by the To Gatos.

(N=502)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q7-1. Maintenance of major Town streets	20.9%	52.0%	14.7%	7.6%	2.4%	2.4%
Q7-2. Maintenance of streets in your neighborhood	21.5%	47.2%	16.9%	10.4%	2.4%	1.6%
Q7-3. Condition of sidewalks in Town	15.5%	43.8%	24.5%	12.0%	1.6%	2.6%
Q7-4. Maintenance of street signs & traffic signals	24.9%	50.2%	15.3%	5.6%	1.2%	2.8%
Q7-5. Adequacy of Town street lighting	20.3%	46.2%	20.3%	8.2%	1.8%	3.2%
Q7-6. Accessibility of streets, sidewalks, & buildings for people with disabilities	17.5%	29.1%	17.1%	5.6%	2.2%	28.5%
Q7-7. Quality of on-street bicycle infrastructure (bike lanes/ wayfinding signs)	18.7%	31.5%	27.1%	9.2%	5.0%	8.6%
Q7-8. Flow of traffic on Town streets	5.6%	18.9%	22.9%	29.7%	21.5%	1.4%
Q7-9. Overall cleanliness of Town streets & other public areas	23.9%	54.2%	14.7%	4.0%	1.4%	1.8%
Q7-10. Condition of Town buildings & facilities	23.3%	53.4%	13.7%	2.4%	0.4%	6.8%

ITEM NO. 25.

WITHOUT "DON'T KNOW"

Q7. Streets, Sidewalks, and Infrastructure. Please rate your satisfaction with the following services provided by the Town of Los Gatos. (without "don't know")

(N=502)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q7-1. Maintenance of major Town streets	21.4%	53.3%	15.1%	7.8%	2.4%
Q7-2. Maintenance of streets in your neighborhood	21.9%	48.0%	17.2%	10.5%	2.4%
Q7-3. Condition of sidewalks in Town	16.0%	45.0%	25.2%	12.3%	1.6%
Q7-4. Maintenance of street signs & traffic signals	25.6%	51.6%	15.8%	5.7%	1.2%
Q7-5. Adequacy of Town street lighting	21.0%	47.7%	21.0%	8.4%	1.9%
Q7-6. Accessibility of streets, sidewalks, & buildings for people with disabilities	24.5%	40.7%	24.0%	7.8%	3.1%
Q7-7. Quality of on-street bicycle infrastructure (bike lanes/wayfinding signs)	20.5%	34.4%	29.6%	10.0%	5.4%
Q7-8. Flow of traffic on Town streets	5.7%	19.2%	23.2%	30.1%	21.8%
Q7-9. Overall cleanliness of Town streets & other public areas	24.3%	55.2%	15.0%	4.1%	1.4%
Q7-10. Condition of Town buildings & facilities	25.0%	57.3%	14.7%	2.6%	0.4%

ITEM NO. 25.

Q8. Which THREE of the services listed in Question 7 do you think should receive the MOST EMPHASIS from the Town next TWO years?

Q8. Top choice	Number	Percent
Maintenance of major Town streets	76	15.1 %
Maintenance of streets in your neighborhood	34	6.8 %
Condition of sidewalks in Town	32	6.4 %
Maintenance of street signs & traffic signals	14	2.8 %
Adequacy of Town street lighting	17	3.4 %
Accessibility of streets, sidewalks, & buildings for people with disabilities	17	3.4 %
Quality of on-street bicycle infrastructure (bike lanes/ wayfinding signs)	29	5.8 %
Flow of traffic on Town streets	224	44.6 %
Overall cleanliness of Town streets & other public areas	21	4.2 %
Condition of Town buildings & facilities	8	1.6 %
None chosen	30	6.0 %
Total	502	100.0 %

Q8. Which THREE of the services listed in Question 7 do you think should receive the MOST EMPHASIS from the Town over the next TWO years?

Q8. 2nd choice	Number	Percent
Maintenance of major Town streets	70	13.9 %
Maintenance of streets in your neighborhood	60	12.0 %
Condition of sidewalks in Town	48	9.6 %
Maintenance of street signs & traffic signals	29	5.8 %
Adequacy of Town street lighting	33	6.6 %
Accessibility of streets, sidewalks, & buildings for people with disabilities	15	3.0 %
Quality of on-street bicycle infrastructure (bike lanes/ wayfinding signs)	48	9.6 %
Flow of traffic on Town streets	71	14.1 %
Overall cleanliness of Town streets & other public areas	69	13.7 %
Condition of Town buildings & facilities	11	2.2 %
None chosen	48	9.6 %
Total	502	100.0 %

ITEM NO. 25.

Q8. Which THREE of the services listed in Question 7 do you think should receive the MOST EMPHASIS from the Town over the next TWO years?

Q8. 3rd choice	Number	Percent
Maintenance of major Town streets	51	10.2 %
Maintenance of streets in your neighborhood	57	11.4 %
Condition of sidewalks in Town	54	10.8 %
Maintenance of street signs & traffic signals	28	5.6 %
Adequacy of Town street lighting	26	5.2 %
Accessibility of streets, sidewalks, & buildings for people with disabilities	29	5.8 %
Quality of on-street bicycle infrastructure (bike lanes/ wayfinding signs)	27	5.4 %
Flow of traffic on Town streets	49	9.8 %
Overall cleanliness of Town streets & other public areas	68	13.5 %
Condition of Town buildings & facilities	22	4.4 %
None chosen	91	18.1 %
Total	502	100.0 %

SUM OF TOP THREE CHOICES

Q8. Which THREE of the services listed in Question 7 do you think should receive the MOST EMPHASIS from the Town over the next TWO years? (top 3)

Q8. Top choice	Number	Percent
Maintenance of major Town streets	197	39.2 %
Maintenance of streets in your neighborhood	151	30.1 %
Condition of sidewalks in Town	134	26.7 %
Maintenance of street signs & traffic signals	71	14.1 %
Adequacy of Town street lighting	76	15.1 %
Accessibility of streets, sidewalks, & buildings for people with disabilities	61	12.2 %
Quality of on-street bicycle infrastructure (bike lanes/ wayfinding signs)	104	20.7 %
Flow of traffic on Town streets	344	68.5 %
Overall cleanliness of Town streets & other public areas	158	31.5 %
Condition of Town buildings & facilities	41	8.2 %
None chosen	30	6.0 %
Total	1367	

ITEM NO. 25.

Q9. Parks Facilities. Please rate your satisfaction with the following services provided by the Town of Los Gatos.

(N=502)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q9-1. Maintenance of Town parks	39.0%	48.8%	7.0%	1.4%	1.0%	2.8%
Q9-2. Quality of other recreation facilities-tennis/pickleball courts	15.9%	30.1%	17.1%	2.8%	1.8%	32.3%
Q9-3. Quality of customer service from parks employees	20.5%	31.9%	14.3%	1.4%	0.6%	31.3%
Q9-4. Quality of facilities such as picnic areas & playgrounds in Town parks	27.7%	47.2%	13.7%	2.2%	0.4%	8.8%
Q9-5. Quality of Town outdoor athletic fields (e.g., baseball & soccer)	18.9%	31.9%	14.7%	1.6%	0.6%	32.3%
Q9-6. Walking & biking trails in Town	31.9%	46.0%	12.4%	4.0%	0.6%	5.2%

WITHOUT "DON'T KNOW"

Q9. Parks Facilities. Please rate your satisfaction with the following services provided by the Town of Los Gatos. (without "don't know")

(N=502)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q9-1. Maintenance of Town parks	40.2%	50.2%	7.2%	1.4%	1.0%
Q9-2. Quality of other recreation facilities-tennis/ pickleball courts	23.5%	44.4%	25.3%	4.1%	2.6%
Q9-3. Quality of customer service from parks employees	29.9%	46.4%	20.9%	2.0%	0.9%
Q9-4. Quality of facilities such as picnic areas & playgrounds in Town parks	30.3%	51.7%	15.1%	2.4%	0.4%
Q9-5. Quality of Town outdoor athletic fields (e.g., baseball & soccer)	27.9%	47.1%	21.8%	2.4%	0.9%
Q9-6. Walking & biking trails in Town	33.6%	48.5%	13.0%	4.2%	0.6%

ITEM NO. 25.

Q10. Which TWO of the services listed in Question 9 do you think should receive the MOST EMPHASIS from the Town next TWO years?

Q10. Top choice	Number	Percent
Maintenance of Town parks	203	40.4 %
Quality of other recreation facilities-tennis/pickleball courts	27	5.4 %
Quality of customer service from parks employees	7	1.4 %
Quality of facilities such as picnic areas & playgrounds in Town parks	51	10.2 %
Quality of Town outdoor athletic fields (e.g., baseball & soccer)	24	4.8 %
Walking & biking trails in Town	129	25.7 %
None chosen	61	12.2 %
Total	502	100.0 %

Q10. Which TWO of the services listed in Question 9 do you think should receive the MOST EMPHASIS from the Town over the next TWO years?

Q10. 2nd choice	Number	Percent
Maintenance of Town parks	100	19.9 %
Quality of other recreation facilities-tennis/pickleball courts	35	7.0 %
Quality of customer service from parks employees	16	3.2 %
Quality of facilities such as picnic areas & playgrounds in Town parks	97	19.3 %
Quality of Town outdoor athletic fields (e.g., baseball & soccer)	39	7.8 %
Walking & biking trails in Town	121	24.1 %
None chosen	94	18.7 %
Total	502	100.0 %

SUM OF TOP TWO CHOICES

Q10. Which TWO of the services listed in Question 9 do you think should receive the MOST EMPHASIS from the Town over the next TWO years? (top 2)

Q10. Top choice	Number	Percent
Maintenance of Town parks	303	60.4 %
Quality of other recreation facilities-tennis/pickleball courts	62	12.4 %
Quality of customer service from parks employees	23	4.6 %
Quality of facilities such as picnic areas & playgrounds in Town parks	148	29.5 %
Quality of Town outdoor athletic fields (e.g., baseball & soccer)	63	12.5 %
Walking & biking trails in Town	250	49.8 %
None chosen	61	12.2 %
Total	910	

ITEM NO. 25.

Q11. Economic Opportunity. Please rate your satisfaction with the following areas.

(N=502)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q11-1. Access to healthy food that you can afford	24.1%	38.0%	21.5%	10.4%	1.8%	4.2%
Q11-2. Access to quality childcare that you can afford	3.4%	6.2%	17.3%	8.8%	3.2%	61.2%
Q11-3. Access to quality health care that you can afford	22.9%	34.5%	21.5%	8.4%	2.8%	10.0%
Q11-4. Access to quality housing you can afford	11.8%	20.9%	27.3%	16.5%	12.4%	11.2%
Q11-5. Availability of adequate & affordable housing units	8.6%	12.7%	21.3%	21.1%	13.9%	22.3%
Q11-6. Variety & number of businesses available in Los Gatos	15.1%	37.5%	22.5%	17.9%	2.0%	5.0%
Q11-7. Support for entrepreneurs & small business owners available in Town	6.4%	13.5%	24.7%	12.2%	4.6%	38.6%
Q11-8. Town's efforts to attract new business & tourism	5.4%	16.7%	29.9%	13.1%	6.6%	28.3%
Q11-9. Qualified workforce	11.8%	25.9%	26.9%	3.0%	1.4%	31.1%

ITEM NO. 25.

WITHOUT "DON'T KNOW"

Q11. Economic Opportunity. Please rate your satisfaction with the following areas. (without "don't know")

(N=502)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q11-1. Access to healthy food that you can afford	25.2%	39.7%	22.5%	10.8%	1.9%
Q11-2. Access to quality childcare that you can afford	8.7%	15.9%	44.6%	22.6%	8.2%
Q11-3. Access to quality health care that you can afford	25.4%	38.3%	23.9%	9.3%	3.1%
Q11-4. Access to quality housing you can afford	13.2%	23.5%	30.7%	18.6%	13.9%
Q11-5. Availability of adequate & affordable housing units	11.0%	16.4%	27.4%	27.2%	17.9%
Q11-6. Variety & number of businesses available in Los Gatos	15.9%	39.4%	23.7%	18.9%	2.1%
Q11-7. Support for entrepreneurs & small business owners available in Town	10.4%	22.1%	40.3%	19.8%	7.5%
Q11-8. Town's efforts to attract new business & tourism	7.5%	23.3%	41.7%	18.3%	9.2%
Q11-9. Qualified workforce	17.1%	37.6%	39.0%	4.3%	2.0%

ITEM NO. 25.

Q12. Which THREE of the economic opportunities listed in Question 11 do you think should receive the MOST EMPHA
Town over the next TWO years?

Q12. Top choice	Number	Percent
Access to healthy food that you can afford	76	15.1 %
Access to quality childcare that you can afford	24	4.8 %
Access to quality health care that you can afford	37	7.4 %
Access to quality housing you can afford	86	17.1 %
Availability of adequate & affordable housing units	47	9.4 %
Variety & number of businesses available in Los Gatos	90	17.9 %
Support for entrepreneurs & small business owners available in Town	39	7.8 %
Town's efforts to attract new business & tourism	49	9.8 %
Qualified workforce	7	1.4 %
None chosen	47	9.4 %
Total	502	100.0 %

Q12. Which THREE of the economic opportunities listed in Question 11 do you think should receive the MOST EMPHASIS from the Town over the next TWO years?

Q12. 2nd choice	Number	Percent
Access to healthy food that you can afford	35	7.0 %
Access to quality childcare that you can afford	24	4.8 %
Access to quality health care that you can afford	49	9.8 %
Access to quality housing you can afford	50	10.0 %
Availability of adequate & affordable housing units	63	12.5 %
Variety & number of businesses available in Los Gatos	64	12.7 %
Support for entrepreneurs & small business owners available in Town	87	17.3 %
Town's efforts to attract new business & tourism	60	12.0 %
Qualified workforce	3	0.6 %
None chosen	67	13.3 %
Total	502	100.0 %

ITEM NO. 25.

Q12. Which THREE of the economic opportunities listed in Question 11 do you think should receive the MOST EMPHA
Town over the next TWO years?

Q12. 3rd choice	Number	Percent
Access to healthy food that you can afford	44	8.8 %
Access to quality childcare that you can afford	25	5.0 %
Access to quality health care that you can afford	40	8.0 %
Access to quality housing you can afford	33	6.6 %
Availability of adequate & affordable housing units	28	5.6 %
Variety & number of businesses available in Los Gatos	54	10.8 %
Support for entrepreneurs & small business owners available in Town	75	14.9 %
Town's efforts to attract new business & tourism	68	13.5 %
Qualified workforce	26	5.2 %
None chosen	109	21.7 %
Total	502	100.0 %

SUM OF TOP THREE CHOICES

Q12. Which THREE of the economic opportunities listed in Question 11 do you think should receive the MOST EMPHASIS from the Town over the next TWO years? (top 3)

Q12. Top choice	Number	Percent
Access to healthy food that you can afford	155	30.9 %
Access to quality childcare that you can afford	73	14.5 %
Access to quality health care that you can afford	126	25.1 %
Access to quality housing you can afford	169	33.7 %
Availability of adequate & affordable housing units	138	27.5 %
Variety & number of businesses available in Los Gatos	208	41.4 %
Support for entrepreneurs & small business owners available in Town	201	40.0 %
Town's efforts to attract new business & tourism	177	35.3 %
Qualified workforce	36	7.2 %
None chosen	47	9.4 %
Total	1330	

ITEM NO. 25.

Q13. Community Investment Areas. Please rate your level of support for investing your tax dollars on a scale of 1 to 4 means "Very Supportive" and 1 means "Not Supportive," for each of the following.

(N=502)

	Very supportive	Supportive	Not sure	Not supportive
Q13-1. Beautifying Downtown	35.1%	44.0%	16.3%	4.6%
Q13-2. Improving bicycle access & safety on Town roads	28.1%	35.3%	19.5%	17.1%
Q13-3. Improving pedestrian access & safety along Town roads	46.2%	38.6%	11.4%	3.8%
Q13-4. Improving traffic flow to reduce traffic congestion	76.7%	16.7%	5.2%	1.4%
Q13-5. Investing in more library materials & programs	22.7%	39.0%	28.1%	10.2%
Q13-6. Upgrading Town parks, playground equipment, & restrooms	30.9%	48.4%	17.7%	3.0%
Q13-7. Maintaining streets, sidewalks, & storm sewer systems	62.9%	32.7%	4.0%	0.4%
Q13-8. Upgrading walking, hiking, & bike trails	38.8%	42.6%	14.7%	3.8%
Q13-9. Increasing neighborhood police patrols	40.2%	38.8%	15.7%	5.2%
Q13-10. Maintaining 911 response times	57.4%	32.3%	9.6%	0.8%
Q13-11. Improving disaster preparation & response for hazards such as wildfires & earthquakes	53.0%	36.1%	9.2%	1.8%
Q13-12. Improving condition of Town facilities & buildings	15.3%	44.0%	30.9%	9.8%

ITEM NO. 25.

Q14. Which THREE of the items listed in Question 13 do you think are MOST IMPORTANT for the Town to pursue?

Q14. Top choice	Number	Percent
Beautifying Downtown	25	5.0 %
Improving bicycle access & safety on Town roads	22	4.4 %
Improving pedestrian access & safety along Town roads	39	7.8 %
Improving traffic flow to reduce traffic congestion	211	42.0 %
Investing in more library materials & programs	7	1.4 %
Upgrading Town parks, playground equipment, & restrooms	12	2.4 %
Maintaining streets, sidewalks, & storm sewer systems	29	5.8 %
Upgrading walking, hiking, & biking trails	9	1.8 %
Increasing neighborhood police patrols	34	6.8 %
Maintaining 911 response times	28	5.6 %
Improving disaster preparation & response for hazards such as wildfires & earthquakes	55	11.0 %
Improving condition of Town facilities & buildings	4	0.8 %
None chosen	27	5.4 %
Total	502	100.0 %

Q14. Which THREE of the items listed in Question 13 do you think are MOST IMPORTANT for the Town to pursue?

Q14. 2nd choice	Number	Percent
Beautifying Downtown	23	4.6 %
Improving bicycle access & safety on Town roads	26	5.2 %
Improving pedestrian access & safety along Town roads	37	7.4 %
Improving traffic flow to reduce traffic congestion	61	12.2 %
Investing in more library materials & programs	11	2.2 %
Upgrading Town parks, playground equipment, & restrooms	33	6.6 %
Maintaining streets, sidewalks, & storm sewer systems	101	20.1 %
Upgrading walking, hiking, & biking trails	23	4.6 %
Increasing neighborhood police patrols	42	8.4 %
Maintaining 911 response times	44	8.8 %
Improving disaster preparation & response for hazards such as wildfires & earthquakes	50	10.0 %
Improving condition of Town facilities & buildings	2	0.4 %
None chosen	49	9.8 %
Total	502	100.0 %

ITEM NO. 25.

Q14. Which THREE of the items listed in Question 13 do you think are MOST IMPORTANT for the Town to pursue?

Q14. 3rd choice	Number	Percent
Beautifying Downtown	21	4.2 %
Improving bicycle access & safety on Town roads	22	4.4 %
Improving pedestrian access & safety along Town roads	37	7.4 %
Improving traffic flow to reduce traffic congestion	52	10.4 %
Investing in more library materials & programs	18	3.6 %
Upgrading Town parks, playground equipment, & restrooms	31	6.2 %
Maintaining streets, sidewalks, & storm sewer systems	61	12.2 %
Upgrading walking, hiking, & biking trails	28	5.6 %
Increasing neighborhood police patrols	43	8.6 %
Maintaining 911 response times	46	9.2 %
Improving disaster preparation & response for hazards such as wildfires & earthquakes	60	12.0 %
Improving condition of Town facilities & buildings	5	1.0 %
None chosen	78	15.5 %
Total	502	100.0 %

SUM OF TOP THREE CHOICES

Q14. Which THREE of the items listed in Question 13 do you think are MOST IMPORTANT for the Town to pursue? (top 3)

Q14. Top choice	Number	Percent
Beautifying Downtown	69	13.7 %
Improving bicycle access & safety on Town roads	70	13.9 %
Improving pedestrian access & safety along Town roads	113	22.5 %
Improving traffic flow to reduce traffic congestion	324	64.5 %
Investing in more library materials & programs	36	7.2 %
Upgrading Town parks, playground equipment, & restrooms	76	15.1 %
Maintaining streets, sidewalks, & storm sewer systems	191	38.0 %
Upgrading walking, hiking, & biking trails	60	12.0 %
Increasing neighborhood police patrols	119	23.7 %
Maintaining 911 response times	118	23.5 %
Improving disaster preparation & response for hazards such as wildfires & earthquakes	165	32.9 %
Improving condition of Town facilities & buildings	11	2.2 %
None chosen	27	5.4 %
Total	1379	

ITEM NO. 25.

Q16. Communication and Community Engagement. Please rate your satisfaction with the following services provided of Los Gatos.

(N=502)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q16-1. Access to information about Town Council, Boards, & Commissions meetings (schedules, agendas, videos, audio recordings)	13.9%	34.3%	26.9%	7.6%	2.0%	15.3%
Q16-2. Access to Finance & Budget information	6.4%	21.5%	35.3%	10.0%	2.8%	24.1%
Q16-3. Availability of information about Town programs & services	10.2%	35.3%	30.7%	10.8%	0.6%	12.5%
Q16-4. Efforts by Town to keep residents informed about local issues	8.2%	29.1%	32.1%	17.7%	3.0%	10.0%
Q16-5. Timeliness of information provided by Town	8.0%	25.1%	36.3%	12.4%	4.0%	14.3%
Q16-6. Opportunity to engage/ provide input into decisions made by Elected Officials	7.6%	22.3%	31.7%	15.7%	5.8%	16.9%
Q16-7. Opportunity to engage in improvements in my neighborhood	4.2%	16.9%	35.5%	16.9%	6.8%	19.7%
Q16-8. Opportunity to engage in development projects in my neighborhood	4.8%	13.9%	31.3%	18.1%	9.6%	22.3%
Q16-9. Overall usefulness of Town website	4.6%	26.1%	36.7%	8.4%	1.6%	22.7%
Q16-10. Town use of social media	4.8%	15.7%	34.5%	6.6%	2.2%	36.3%

ITEM NO. 25.

WITHOUT "DON'T KNOW"

Q16. Communication and Community Engagement. Please rate your satisfaction with the following services provided by the Town of Los Gatos. (without "don't know")

(N=502)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q16-1. Access to information about Town Council, Boards, & Commissions meetings (schedules, agendas, videos, audio recordings)	16.5%	40.5%	31.8%	8.9%	2.4%
Q16-2. Access to Finance & Budget information	8.4%	28.3%	46.5%	13.1%	3.7%
Q16-3. Availability of information about Town programs & services	11.6%	40.3%	35.1%	12.3%	0.7%
Q16-4. Efforts by Town to keep residents informed about local issues	9.1%	32.3%	35.6%	19.7%	3.3%
Q16-5. Timeliness of information provided by Town	9.3%	29.3%	42.3%	14.4%	4.7%
Q16-6. Opportunity to engage/provide input into decisions made by Elected Officials	9.1%	26.9%	38.1%	18.9%	7.0%
Q16-7. Opportunity to engage in improvements in my neighborhood	5.2%	21.1%	44.2%	21.1%	8.4%
Q16-8. Opportunity to engage in development projects in my neighborhood	6.2%	17.9%	40.3%	23.3%	12.3%
Q16-9. Overall usefulness of Town website	5.9%	33.8%	47.4%	10.8%	2.1%
Q16-10. Town use of social media	7.5%	24.7%	54.1%	10.3%	3.4%

ITEM NO. 25.

Q17. Which THREE of the services listed in Question 16 do you think should receive the MOST EMPHASIS from the Tow next TWO years?

Q17. Top choice	Number	Percent
Access to information about Town Council, Boards, & Commissions meetings (schedules, agendas, videos, audio recordings)	52	10.4 %
Access to Finance & Budget information	28	5.6 %
Availability of information about Town programs & services	54	10.8 %
Efforts by Town to keep residents informed about local issues	98	19.5 %
Timeliness of information provided by Town	14	2.8 %
Opportunity to engage/provide input into decisions made by Elected Officials	45	9.0 %
Opportunity to engage in improvements in my neighborhood	35	7.0 %
Opportunity to engage in development projects in my neighborhood	39	7.8 %
Overall usefulness of Town website	21	4.2 %
Town use of social media	16	3.2 %
None chosen	100	19.9 %
Total	502	100.0 %

Q17. Which THREE of the services listed in Question 16 do you think should receive the MOST EMPHASIS from the Town over the next TWO years?

Q17. 2nd choice	Number	Percent
Access to information about Town Council, Boards, & Commissions meetings (schedules, agendas, videos, audio recordings)	22	4.4 %
Access to Finance & Budget information	27	5.4 %
Availability of information about Town programs & services	49	9.8 %
Efforts by Town to keep residents informed about local issues	67	13.3 %
Timeliness of information provided by Town	33	6.6 %
Opportunity to engage/provide input into decisions made by Elected Officials	66	13.1 %
Opportunity to engage in improvements in my neighborhood	47	9.4 %
Opportunity to engage in development projects in my neighborhood	41	8.2 %
Overall usefulness of Town website	13	2.6 %
Town use of social media	15	3.0 %
None chosen	122	24.3 %
Total	502	100.0 %

Q17. Which THREE of the services listed in Question 16 do you think should receive the MOST EMPHASIS from the Tow next TWO years?

Q17. 3rd choice	Number	Percent
Access to information about Town Council, Boards, & Commissions meetings (schedules, agendas, videos, audio recordings)	32	6.4 %
Access to Finance & Budget information	15	3.0 %
Availability of information about Town programs & services	42	8.4 %
Efforts by Town to keep residents informed about local issues	58	11.6 %
Timeliness of information provided by Town	22	4.4 %
Opportunity to engage/provide input into decisions made by Elected Officials	48	9.6 %
Opportunity to engage in improvements in my neighborhood	50	10.0 %
Opportunity to engage in development projects in my neighborhood	46	9.2 %
Overall usefulness of Town website	25	5.0 %
Town use of social media	17	3.4 %
None chosen	147	29.3 %
Total	502	100.0 %

SUM OF TOP THREE CHOICES

Q17. Which THREE of the services listed in Question 16 do you think should receive the MOST EMPHASIS from the Town over the next TWO years? (top 3)

Q17. Top choice	Number	Percent
Access to information about Town Council, Boards, & Commissions meetings (schedules, agendas, videos, audio recordings)	106	21.1 %
Access to Finance & Budget information	70	13.9 %
Availability of information about Town programs & services	145	28.9 %
Efforts by Town to keep residents informed about local issues	223	44.4 %
Timeliness of information provided by Town	69	13.7 %
Opportunity to engage/provide input into decisions made by Elected Officials	159	31.7 %
Opportunity to engage in improvements in my neighborhood	132	26.3 %
Opportunity to engage in development projects in my neighborhood	126	25.1 %
Overall usefulness of Town website	59	11.8 %
Town use of social media	48	9.6 %
None chosen	100	19.9 %
Total	1237	

ITEM NO. 25.

Q18. Please CHECK ALL the ways you learn about Los Gatos programs, news, activities, and events.

Q18. All the ways you learn about Los Gatos programs, news, activities, & events	Number	Percent
Regional news, radio, newspaper, magazines	264	52.6 %
Los Gatos Chamber of Commerce	81	16.1 %
Weekly "What's New" Town eNewsletter or other Town Notify Me registrations	135	26.9 %
Online search/blogs (e.g., The Patch)	129	25.7 %
Town/Library/PD/Social media (Facebook, X/Twitter, Instagram, LinkedIn, Nextdoor)	160	31.9 %
Town of Los Gatos website (LosGatosCA.gov)	193	38.4 %
Local publications: Outlook, Los Gatan, Los Gatos Living, Los Gatos Weekly, The Print	305	60.8 %
KCAT local Comcast Cable Channel 15	20	4.0 %
Flyers, signage	146	29.1 %
Hear about it at work or in professional settings	41	8.2 %
Hear about it from neighbors	257	51.2 %
Word of mouth from friends & family	239	47.6 %
Other	17	3.4 %
Total	1987	

Q18-13. Other:

Q18-13. Other	Number	Percent
Rob Moore's monthly newsletter	4	23.5 %
Mailings	2	11.8 %
Mercury News	1	5.9 %
Hear about things after they happen	1	5.9 %
Social media	1	5.9 %
Vice Mayor, Rob Moore	1	5.9 %
Council meetings	1	5.9 %
Democracy text	1	5.9 %
Council members email	1	5.9 %
Saratoga and Los Gatos mailed activity/class catalogue	1	5.9 %
LG Recreation	1	5.9 %
Outlook	1	5.9 %
Los Gatos Times	1	5.9 %
Total	17	100.0 %

ITEM NO. 25.

Q19. Which THREE of the sources from the list in Question 18 do you MOST PREFER to use to learn about Town news, programs, or activities?

Q19. Top choice	Number	Percent
Regional news, radio, newspaper, magazines	60	12.0 %
Los Gatos Chamber of Commerce	13	2.6 %
Weekly "What's New" Town eNewsletter or other Town Notify Me registrations	74	14.7 %
Online search/blogs (e.g., The Patch)	19	3.8 %
Town/Library/PD/Social media (Facebook, X/Twitter, Instagram, LinkedIn, Nextdoor)	50	10.0 %
Town of Los Gatos website (LosGatosCA.gov)	46	9.2 %
Local publications: Outlook, Los Gatan, Los Gatos Living, Los Gatos Weekly, The Print	88	17.5 %
KCAT local Comcast Cable Channel 15	4	0.8 %
Flyers, signage	24	4.8 %
Hear about it from neighbors	9	1.8 %
Word of mouth from friends & family	9	1.8 %
None chosen	106	21.1 %
Total	502	100.0 %

Q19. Which THREE of the sources from the list in Question 18 do you MOST PREFER to use to learn about Town news, events, programs, or activities?

Q19. 2nd choice	Number	Percent
Regional news, radio, newspaper, magazines	33	6.6 %
Los Gatos Chamber of Commerce	11	2.2 %
Weekly "What's New" Town eNewsletter or other Town Notify Me registrations	56	11.2 %
Online search/blogs (e.g., The Patch)	19	3.8 %
Town/Library/PD/Social media (Facebook, X/Twitter, Instagram, LinkedIn, Nextdoor)	50	10.0 %
Town of Los Gatos website (LosGatosCA.gov)	59	11.8 %
Local publications: Outlook, Los Gatan, Los Gatos Living, Los Gatos Weekly, The Print	70	13.9 %
KCAT local Comcast Cable Channel 15	1	0.2 %
Flyers, signage	34	6.8 %
Hear about it at work or in professional settings	2	0.4 %
Hear about it from neighbors	11	2.2 %
Word of mouth from friends & family	11	2.2 %
None chosen	145	28.9 %
Total	502	100.0 %

ITEM NO. 25.

Q19. Which THREE of the sources from the list in Question 18 do you MOST PREFER to use to learn about Town news, programs, or activities?

Q19. 3rd choice	Number	Percent
Regional news, radio, newspaper, magazines	31	6.2 %
Los Gatos Chamber of Commerce	17	3.4 %
Weekly "What's New" Town eNewsletter or other Town Notify Me registrations	30	6.0 %
Online search/blogs (e.g., The Patch)	15	3.0 %
Town/Library/PD/Social media (Facebook, X/Twitter, Instagram, LinkedIn, Nextdoor)	20	4.0 %
Town of Los Gatos website (LosGatosCA.gov)	46	9.2 %
Local publications: Outlook, Los Gatan, Los Gatos Living, Los Gatos Weekly, The Print	51	10.2 %
KCAT local Comcast Cable Channel 15	5	1.0 %
Flyers, signage	29	5.8 %
Hear about it at work or in professional settings	8	1.6 %
Hear about it from neighbors	19	3.8 %
Word of mouth from friends & family	18	3.6 %
None chosen	213	42.4 %
Total	502	100.0 %

SUM OF TOP THREE CHOICES

Q19. Which THREE of the sources from the list in Question 18 do you MOST PREFER to use to learn about Town news, events, programs, or activities? (top 3)

Q19. Top choice	Number	Percent
Regional news, radio, newspaper, magazines	124	24.7 %
Los Gatos Chamber of Commerce	41	8.2 %
Weekly "What's New" Town eNewsletter or other Town Notify Me registrations	160	31.9 %
Online search/blogs (e.g., The Patch)	53	10.6 %
Town/Library/PD/Social media (Facebook, X/Twitter, Instagram, LinkedIn, Nextdoor)	120	23.9 %
Town of Los Gatos website (LosGatosCA.gov)	151	30.1 %
Local publications: Outlook, Los Gatan, Los Gatos Living, Los Gatos Weekly, The Print	209	41.6 %
KCAT local Comcast Cable Channel 15	10	2.0 %
Flyers, signage	87	17.3 %
Hear about it at work or in professional settings	10	2.0 %
Hear about it from neighbors	39	7.8 %
Word of mouth from friends & family	38	7.6 %
None chosen	106	21.1 %
Total	1148	

Q20. Please CHECK ALL of the Town's social media accounts that you follow.

Q20. All Town's social media accounts you follow	Number	Percent
Town X (formerly Twitter)	32	6.4 %
Town Facebook	99	19.7 %
Town Instagram	83	16.5 %
Town Nextdoor	156	31.1 %
Town LinkedIn	10	2.0 %
PD Facebook	25	5.0 %
PD X (formerly Twitter)	9	1.8 %
PD Instagram	24	4.8 %
Library Facebook	25	5.0 %
Library Instagram	25	5.0 %
Other	9	1.8 %
Total	497	

Q20-11. Other:

Q20-11. Other	Number	Percent
Local public stations, local newspaper	1	11.1 %
Library email list	1	11.1 %
LG Chamber Instagram	1	11.1 %
Weekly newspaper	1	11.1 %
Word of mouth and local publications/newspapers	1	11.1 %
Newspaper	1	11.1 %
Website	1	11.1 %
KCAT	1	11.1 %
Town email	1	11.1 %
Total	9	100.0 %

Q21. Customer Service. Have you called or visited the Town with a question, problem, or complaint during the past y

Q21. Have you called or visited Town with a question, problem, or complaint during past year	Number	Percent
Yes	187	37.3 %
No	310	61.8 %
Don't know	5	1.0 %
Total	502	100.0 %

WITHOUT "DON'T KNOW"

Q21. Customer Service. Have you called or visited the Town with a question, problem, or complaint during the past year? (without "don't know")

Q21. Have you called or visited Town with a question, problem, or complaint during past year	Number	Percent
Yes	187	37.6 %
No	310	62.4 %
Total	497	100.0 %

Q21a. How easy was it to contact the person you needed to reach?

Q21a. How easy was it to contact the person you needed to reach	Number	Percent
Very easy	66	35.3 %
Somewhat easy	67	35.8 %
Difficult	33	17.6 %
Very difficult	17	9.1 %
Don't know	4	2.1 %
Total	187	100.0 %

WITHOUT "DON'T KNOW"

Q21a. How easy was it to contact the person you needed to reach? (without "don't know")

Q21a. How easy was it to contact the person you needed to reach	Number	Percent
Very easy	66	36.1 %
Somewhat easy	67	36.6 %
Difficult	33	18.0 %
Very difficult	17	9.3 %
Total	183	100.0 %

Q21b. What department(s) did you contact?

Q21b. What departments did you contact	Number	Percent
Police	56	29.9 %
Community Development	31	16.6 %
Parks & Public Works	84	44.9 %
Finance	4	2.1 %
Town Manager/Clerk Offices	37	19.8 %
Town Attorney	7	3.7 %
Library	13	7.0 %
Other	36	19.3 %
Total	268	

ITEM NO. 25.

Q21c. Several factors may influence your perception of the quality of customer service you receive from Town emplo rate how often the employees you MOST RECENTLY contacted have displayed the following.

(N=187)

	Always	Usually	Sometimes	Seldom	Never	Don't know
Q21c-1. They did what they said they would do in a timely manner	30.5%	25.7%	15.5%	5.3%	7.0%	16.0%
Q21c-2. They gave prompt, accurate, & complete answers to questions	32.1%	27.3%	13.4%	7.0%	8.0%	12.3%
Q21c-3. They helped me resolve an issue to my satisfaction or adequately explained their reasoning	29.9%	23.0%	13.4%	8.0%	12.8%	12.8%
Q21c-4. They made it easy for me to handle my request	32.6%	21.9%	13.9%	10.2%	10.2%	11.2%
Q21c-5. They were courteous & polite	54.0%	21.9%	8.0%	1.6%	3.2%	11.2%

WITHOUT "DON'T KNOW"

Q21c. Several factors may influence your perception of the quality of customer service you receive from Town employees. Please rate how often the employees you MOST RECENTLY contacted have displayed the following. (without "don't know")

(N=187)

	Always	Usually	Sometimes	Seldom	Never
Q21c-1. They did what they said they would do in a timely manner	36.3%	30.6%	18.5%	6.4%	8.3%
Q21c-2. They gave prompt, accurate, & complete answers to questions	36.6%	31.1%	15.2%	7.9%	9.1%
Q21c-3. They helped me resolve an issue to my satisfaction or adequately explained their reasoning	34.4%	26.4%	15.3%	9.2%	14.7%
Q21c-4. They made it easy for me to handle my request	36.7%	24.7%	15.7%	11.4%	11.4%
Q21c-5. They were courteous & polite	60.8%	24.7%	9.0%	1.8%	3.6%

ITEM NO. 25.

Q22. Do you think you will be living in Los Gatos, CA, five years from now?

Q22. Will you be living in Los Gatos, CA, five years from now	Number	Percent
Yes	411	81.9 %
No	76	15.1 %
Not provided	15	3.0 %
Total	502	100.0 %

WITHOUT "NOT PROVIDED"

Q22. Do you think you will be living in Los Gatos, CA, five years from now? (without "not provided")

Q22. Will you be living in Los Gatos, CA, five years from now	Number	Percent
Yes	411	84.4 %
No	76	15.6 %
Total	487	100.0 %

Q23. Do you own or rent your current residence?

Q23. Do you own or rent your current residence	Number	Percent
Own	393	78.3 %
Rent	107	21.3 %
Not provided	2	0.4 %
Total	502	100.0 %

WITHOUT "NOT PROVIDED"

Q23. Do you own or rent your current residence? (without "not provided")

Q23. Do you own or rent your current residence	Number	Percent
Own	393	78.6 %
Rent	107	21.4 %
Total	500	100.0 %

ITEM NO. 25.

Q24. What type of dwelling do you live in?

Q24. What type of dwelling do you live in	Number	Percent
Single family house (detached from other houses)	399	79.5 %
Duplex or townhome	66	13.1 %
Apartment or condominium building	28	5.6 %
Other	3	0.6 %
Not provided	6	1.2 %
Total	502	100.0 %

WITHOUT "NOT PROVIDED"

Q24. What type of dwelling do you live in? (without "not provided")

Q24. What type of dwelling do you live in	Number	Percent
Single family house (detached from other houses)	399	80.4 %
Duplex or townhome	66	13.3 %
Apartment or condominium building	28	5.6 %
Other	3	0.6 %
Total	496	100.0 %

Q24-4. Other:

Q24-4. Other	Number	Percent
Mobilehome	1	33.3 %
ADU Cottage	1	33.3 %
Terraces	1	33.3 %
Total	3	100.0 %

ITEM NO. 25.

Q25. Approximately how many years have you lived in Los Gatos?

Q25. How many years have you lived in Los Gatos	Number	Percent
0-5	62	12.4 %
6-10	43	8.6 %
11-15	50	10.0 %
16-20	35	7.0 %
21-30	99	19.7 %
31+	181	36.1 %
Not provided	32	6.4 %
Total	502	100.0 %

WITHOUT "NOT PROVIDED"

Q25. Approximately how many years have you lived in Los Gatos? (without "not provided")

Q25. How many years have you lived in Los Gatos	Number	Percent
0-5	62	13.2 %
6-10	43	9.1 %
11-15	50	10.6 %
16-20	35	7.4 %
21-30	99	21.1 %
31+	181	38.5 %
Total	470	100.0 %

ITEM NO. 25.

Q26. Please answer the following questions by circling "Yes" or "No."

(N=502)

	Yes	No	Not provided
Q26-1. Had contact with a Police Department officer during last year	35.5%	63.7%	0.8%
Q26-2. Visited Town's website (losgatosca.gov) in last year	59.4%	39.4%	1.2%
Q26-3. Had members of your household visit any parks in Los Gatos in last year	93.8%	5.8%	0.4%
Q26-4. Ridden a bicycle on Town streets or used Town trails in last year	69.5%	29.5%	1.0%

WITHOUT "NOT PROVIDED"

Q26. Please answer the following questions by circling "Yes" or "No." (without "not provided")

(N=502)

	Yes	No
Q26-1. Had contact with a Police Department officer during last year	35.7%	64.3%
Q26-2. Visited Town's website (losgatosca.gov) in last year	60.1%	39.9%
Q26-3. Had members of your household visit any parks in Los Gatos in last year	94.2%	5.8%
Q26-4. Ridden a bicycle on Town streets or used Town trails in last year	70.2%	29.8%

Q27. Which of the following best describes your race/ethnicity?

Q27. Your race/ethnicity	Number	Percent
African American/Black	8	1.6 %
American Indian/Alaska Native	1	0.2 %
Asian	97	19.3 %
Hispanic/Latino/Latina/Spanish Origin	48	9.6 %
Chicano/Chicana	5	1.0 %
Native Hawaiian or Other Pacific Islander	2	0.4 %
White	341	67.9 %
Other	8	1.6 %
Total	510	

Q27-8. Self-describe your race/ethnicity:

Q27-8. Self-describe your race/ethnicity	Number	Percent
Middle Eastern	3	37.5 %
Mixed	2	25.0 %
Iranian	2	25.0 %
Multiple races	1	12.5 %
Total	8	100.0 %

Q28. What is your preferred language to speak?

Q28. Your preferred language to speak	Number	Percent
English	483	96.2 %
Spanish	9	1.8 %
Mandarin	1	0.2 %
Russian	1	0.2 %
Other	4	0.8 %
Not provided	4	0.8 %
Total	502	100.0 %

WITHOUT "NOT PROVIDED"

Q28. What is your preferred language to speak? (without "not provided")

Q28. Your preferred language to speak	Number	Percent
English	483	97.0 %
Spanish	9	1.8 %
Mandarin	1	0.2 %
Russian	1	0.2 %
Other	4	0.8 %
Total	498	100.0 %

Q28-5. Other:

Q28-5. Other	Number	Percent
Japanese	2	50.0 %
Farsi	1	25.0 %
French	1	25.0 %
Total	4	100.0 %

Q29. Would you say your total annual household income is...

Q29. Your total annual household income	Number	Percent
Under $50K	31	6.2 %
$50K to $99,999	54	10.8 %
$100K to $199,999	110	21.9 %
$200K+	242	48.2 %
Not provided	65	12.9 %
Total	502	100.0 %

WITHOUT "NOT PROVIDED"

Q29. Would you say your total annual household income is... (without "not provided")

Q29. Your total annual household income	Number	Percent
Under $50K	31	7.1 %
$50K to $99,999	54	12.4 %
$100K to $199,999	110	25.2 %
$200K+	242	55.4 %
Total	437	100.0 %

Q30. What is your age?

Q30. Your age	Number	Percent
18-24 years	13	2.6 %
25-34 years	84	16.7 %
35-44 years	90	17.9 %
45-54 years	93	18.5 %
55-64 years	97	19.3 %
65+ years	110	21.9 %
Not provided	15	3.0 %
Total	502	100.0 %

WITHOUT "NOT PROVIDED"

Q30. What is your age? (without "not provided")

Q30. Your age	Number	Percent
18-24 years	13	2.7 %
25-34 years	84	17.2 %
35-44 years	90	18.5 %
45-54 years	93	19.1 %
55-64 years	97	19.9 %
65+ years	110	22.6 %
Total	487	100.0 %

Q31. What is your gender identity?

Q31. Your gender identity	Number	Percent
Male	245	48.8 %
Female	248	49.4 %
Non-binary/third gender	1	0.2 %
Prefer to self-describe	2	0.4 %
Not provided	6	1.2 %
Total	502	100.0 %

WITHOUT "NOT PROVIDED"

Q31. What is your gender identity? (without "not provided")

Q31. Your gender identity	Number	Percent
Male	245	49.4 %
Female	248	50.0 %
Non-binary/third gender	1	0.2 %
Prefer to self-describe	2	0.4 %
Total	496	100.0 %

Q31-4. Self-describe your gender identity:

Q31-4. Self-describe your gender identity	Number	Percent
Transmale	1	100.0 %
Total	1	100.0 %

ITEM NO. 25.

Q32. Do you, or does anyone in your household, identify as a person with a disability?

Q32. Do you, or does anyone in your household, identify as a person with a disability	Number	Percent
Yes	65	12.9 %
No	425	84.7 %
Prefer not to say	12	2.4 %
Total	502	100.0 %

WITHOUT "PREFER NOT TO SAY"

Q32. Do you, or does anyone in your household, identify as a person with a disability? (without "prefer not to say")

Q32. Do you, or does anyone in your household, identify as a person with a disability	Number	Percent
Yes	65	13.3 %
No	425	86.7 %
Total	490	100.0 %

Q33. Do you, or does anyone in your household, identify as lesbian, gay, bisexual, transgender, queer, or another LGBTQ+ identity?

Q33. Do you, or does anyone in your household, identify as lesbian, gay, bisexual, transgender, queer, or another LGBTQ+ identity	Number	Percent
Yes	32	6.4 %
No	453	90.2 %
Prefer not to say	17	3.4 %
Total	502	100.0 %

WITHOUT "PREFER NOT TO SAY"

Q33. Do you, or does anyone in your household, identify as lesbian, gay, bisexual, transgender, queer, or another LGBTQ+ identity? (without "prefer not to say")

Q33. Do you, or does anyone in your household, identify as lesbian, gay, bisexual, transgender, queer, or another LGBTQ+ identity	Number	Percent
Yes	32	6.6 %
No	453	93.4 %
Total	485	100.0 %

7 Survey Instrument

TOWN OF LOS GATOS

2025 Town of Los Gatos Community Survey

Dear Los Gatos Resident,

You have been selected to participate in the 2025 Town of Los Gatos Community Survey! Town Council and Town staff believe it is crucial to ask our residents whether they are satisfied with services provided to the community. Asking questions ensures the Town's priorities are aligned with the needs of our residents; it is important to know what you think.

Your feedback is essential, especially since your household was among a limited number of randomly selected households that were invited to participate in this survey. Your participation is necessary to make the survey a success.

We greatly appreciate your time. We realize this survey takes some time to complete, but every question is crucial. The time you invest in this survey will influence decisions that will be made about the Town's future. Your responses will also help Council Members and Town staff gauge the success of their efforts to carry out the community's vision for Los Gatos and to address the many opportunities and challenges it faces.

Please return your survey or complete it online sometime during the next two weeks. The Town has selected ETC Institute to administer this survey. Since 1982, ETC Institute has been serving local government organizations and is the leading market research firm in the nation. Your responses will remain confidential. Please return your survey in the enclosed postage-paid envelope addressed to ETC Institute, 725 W. Frontier Circle, Olathe, Kansas, 66061 or go to ***losgatossurvey.org*** to complete the survey online. If you have any questions, please contact: ETC Institute's Project Manager Ryan Murray at (913) 254-4598 or by email to *ryan.murray@etcinstitute.com*.

Thank you very much for taking the time to provide your valuable input to help us understand your priorities, concerns, and insights, and the opportunities that we have in this wonderful Town. Your participation is greatly appreciated.

Sincerely,

Chris Constantin
Town Manager
Town of Los Gatos

Si tiene preguntas acerca de la encuesta y no habla inglés, par favor llame al 1-844-811-0411.

如果您对调查有任何疑问并且不会说英语，请致电 ***1-844-872-2562.***

2025 Town of Los Gatos Community Survey

Please take a few minutes to complete this survey. Your input is an important part of the Town's ongoing effort to identify and respond to resident concerns. You may complete the survey by returning it in the postage-paid envelope that has been provided, or online at LosGatosSurvey.org. ***At the end of the survey, to say thank you for your time and feedback, you can enter a drawing for a chance to win one (1) $500 Visa gift card for fully completing the survey.***

SCAN ME

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1. Using a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor," please rate the Town of Los Gatos with regard to each of the following.

	How would you rate the Town of Los Gatos...	Excellent	Good	Neutral	Below Average	Poor	Don't Know
1.	As a place to live	5	4	3	2	1	9
2.	As a place to raise children	5	4	3	2	1	9
3.	As a place to work	5	4	3	2	1	9
4.	As a place to retire	5	4	3	2	1	9
5.	As a place where I feel welcome	5	4	3	2	1	9

2. Overall Quality of Town Services. Please rate your overall satisfaction of these major categories of services provided by the Town of Los Gatos.

	How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1.	Town parks and recreation facilities	5	4	3	2	1	9
2.	Town Planning, Building, and Development services (e.g., issuing permits)	5	4	3	2	1	9
3.	Overall effectiveness of Town communication with the public	5	4	3	2	1	9
4.	Overall maintenance of Town streets, sidewalks, and infrastructure	5	4	3	2	1	9
5.	Overall quality of customer service you receive from Town employees	5	4	3	2	1	9
6.	Overall quality of Town library services	5	4	3	2	1	9
7.	Overall quality of Town police services	5	4	3	2	1	9

3. Which TWO of the services listed in Question 2 do you think are MOST IMPORTANT for the Town to provide? *[Write in your answers below using the numbers from the list in Question 2, or circle "NONE."]*

1st: ____ 2nd: ____ NONE

4. Perceptions of the Community. Please rate your satisfaction with each of the following items that may influence your perception of the Town of Los Gatos.

	How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1.	Overall quality of services provided by the Town	5	4	3	2	1	9
2.	Overall value you receive for your Town tax dollars and fees	5	4	3	2	1	9
3.	Overall image of the Town	5	4	3	2	1	9
4.	Overall quality of life in the Town	5	4	3	2	1	9
5.	Overall feeling of safety in the Town	5	4	3	2	1	9

5. <u>Public Safety Perceptions</u>. Please rate your satisfaction with the following services pr the Town of Los Gatos.

How satisfied are you with the overall quality of...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Effectiveness of local Police protection	5	4	3	2	1	9
2. Efforts to collaborate with the public to address concerns	5	4	3	2	1	9
3. Enforcement of local traffic laws	5	4	3	2	1	9
4. How quickly police respond to emergencies	5	4	3	2	1	9
5. Overall Police performance in your neighborhood	5	4	3	2	1	9
6. Professionalism of Police Officers	5	4	3	2	1	9
7. Quality of dispatch/911 services	5	4	3	2	1	9
8. The Town's overall efforts to prevent crime	5	4	3	2	1	9
9. The visibility of Police personnel in neighborhoods	5	4	3	2	1	9

6. Which THREE services listed in Question 5 do you think should receive the MOST EMPHASIS from the Town over the next TWO years? *[Write in your answers below using the numbers from the list in Question 5.]*

1st: ____ 2nd: ____ 3rd: ____

7. <u>Streets, Sidewalks, and Infrastructure</u>. Please rate your satisfaction with the following services provided by the Town of Los Gatos.

How satisfied are you with the overall quality of...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Maintenance of major Town streets	5	4	3	2	1	9
02. Maintenance of streets in your neighborhood	5	4	3	2	1	9
03. Condition of sidewalks in the Town	5	4	3	2	1	9
04. Maintenance of street signs and traffic signals	5	4	3	2	1	9
05. Adequacy of Town street lighting	5	4	3	2	1	9
06. Accessibility of streets, sidewalks, and buildings for people with disabilities	5	4	3	2	1	9
07. Quality of on-street bicycle infrastructure (bike lanes/wayfinding signs)	5	4	3	2	1	9
08. Flow of traffic on Town streets	5	4	3	2	1	9
09. Overall cleanliness of Town streets and other public areas	5	4	3	2	1	9
10. Condition of Town buildings and facilities	5	4	3	2	1	9

8. Which THREE of the services listed in Question 7 do you think should receive the MOST EMPHASIS from the Town over the next TWO years? *[Write in your answers below using the numbers from the list in Question 7.]*

1st: ____ 2nd: ____ 3rd: ____

9. <u>Parks and Facilities</u>. Please rate your satisfaction with the following services provided by the Town of Los Gatos.

How satisfied are you with the overall quality of...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Maintenance of Town parks	5	4	3	2	1	9
2. Quality of other recreation facilities - tennis/pickleball courts	5	4	3	2	1	9
3. Quality of customer service from Parks employees	5	4	3	2	1	9
4. Quality of facilities such as picnic areas and playgrounds in Town parks	5	4	3	2	1	9
5. Quality of Town outdoor athletic fields (e.g., baseball and soccer)	5	4	3	2	1	9
6. Walking and biking trails in the Town	5	4	3	2	1	9

10. Which TWO of the services listed in Question 9 do you think should receive the MOST EMPHASIS from the Town over the next TWO years? *[Write in your answers below using the numbers from the list in Question 9.]*

1st: ____ 2nd: ____

11. <u>Economic Opportunity</u>. Please rate your satisfaction with the following areas.

	How satisfied are you with the overall quality of...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1.	Access to healthy food that you can afford	5	4	3	2	1	9
2.	Access to quality childcare that you can afford	5	4	3	2	1	9
3.	Access to quality health care that you can afford	5	4	3	2	1	9
4.	Access to quality housing you can afford	5	4	3	2	1	9
5.	Availability of adequate and affordable housing units	5	4	3	2	1	9
6.	The variety and number of businesses available in Los Gatos	5	4	3	2	1	9
7.	Support for entrepreneurs and small business owners available in the Town	5	4	3	2	1	9
8.	Town's efforts to attract new business and tourism	5	4	3	2	1	9
9.	Qualified workforce	5	4	3	2	1	9

12. Which THREE of the economic opportunities listed in Question 11 do you think should receive the MOST EMPHASIS from the Town over the next TWO years? *[Write in your answers below using the numbers from the list in Question 11.]*

1st: ____ 2nd: ____ 3rd: ____

13. <u>Community Investment Areas</u>. Please rate your level of support for investing your tax dollars on a scale of 1 to 4, where 4 means "Very Supportive" and 1 means "Not Supportive," for each of the following.

	How supportive are you of....	Very Supportive	Supportive	Not Sure	Not Supportive
01.	Beautifying downtown	4	3	2	1
02.	Improving bicycle access and safety on Town roads	4	3	2	1
03.	Improving pedestrian access and safety along Town roads	4	3	2	1
04.	Improving traffic flow to reduce traffic congestion	4	3	2	1
05.	Investing in more Library materials and programs	4	3	2	1
06.	Upgrading Town parks, playground equipment, and restrooms	4	3	2	1
07.	Maintaining streets, sidewalks, and storm sewer systems	4	3	2	1
08.	Upgrading walking, hiking, and bike trails	4	3	2	1
09.	Increasing neighborhood police patrols	4	3	2	1
10.	Maintaining 911 response times	4	3	2	1
11.	Improving disaster preparation and response for hazards such as wildfires and earthquakes	4	3	2	1
12.	Improving condition of Town facilities and buildings	4	3	2	1

14. Which THREE of the items listed in Question 13 do you think are MOST IMPORTANT for the Town to pursue? *[Write in your answers below using the numbers from the list in Question 13, or circle "NONE."]*

1st: ____ 2nd: ____ 3rd: ____ NONE

15. Are there other community investment areas that were not listed in Question 13 that you would be supportive of the Town investing your tax dollars in?

_____

_____

_____

16. Communication and Community Engagement. Please rate your satisfaction with the services provided by the Town of Los Gatos.

	How satisfied are you with the overall quality of...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01.	Access to information about Town Council, Boards, and Commissions meetings (schedules, agendas, videos, audio recordings)	5	4	3	2	1	9
02.	Access to Finance and Budget information	5	4	3	2	1	9
03.	Availability of information about Town programs and services	5	4	3	2	1	9
04.	Efforts by the Town to keep residents informed about local issues	5	4	3	2	1	9
05.	Timeliness of information provided by the Town	5	4	3	2	1	9
06.	Opportunity to engage/provide input into decisions made by Elected Officials	5	4	3	2	1	9
07.	Opportunity to engage in improvements in my neighborhood	5	4	3	2	1	9
08.	Opportunity to engage in development projects in my neighborhood	5	4	3	2	1	9
09.	Overall usefulness of Town website	5	4	3	2	1	9
10.	Town use of social media	5	4	3	2	1	9

17. Which THREE of the services listed in Question 16 do you think should receive the MOST EMPHASIS from the Town over the next TWO years? *[Write in your answers below using the numbers from the list in Question 16.]*

1st: ____ 2nd: ____ 3rd: ____

18. Please CHECK ALL the ways you learn about Los Gatos programs, news, activities, and events.

____(01) Regional news, radio, newspaper, magazines
____(02) Los Gatos Chamber of Commerce
____(03) Weekly "What's New" Town e-newsletter or other Town Notify Me registrations
____(04) Online search/blogs (e.g., The Patch)
____(05) Town/Library/PD/Social media (Facebook, X/Twitter, Instagram, LinkedIn, Nextdoor)
____(06) Town of Los Gatos website (*LosGatosCA.gov*)
____(07) Local publications: Outlook, Los Gatan, Los Gatos Living, Los Gatos Weekly, The Print
____(08) KCAT local Comcast cable channel 15
____(09) Flyers, signage
____(10) Hear about it at work or in professional settings
____(11) Hear about it from neighbors
____(12) Word of mouth from friends and family
____(13) Other: _____

19. Which THREE of the sources from the list in Question 18 do you MOST PREFER to use to learn about Town news, events, programs, or activities? *[Write in your answers below using the numbers from the list in Question 18, or circle "NONE."]*

1st: ____ 2nd: ____ 3rd: ____ NONE

20. Please CHECK ALL of the Town's social media accounts that you follow.

____(01) Town X (formerly Twitter)
____(02) Town Facebook
____(03) Town Instagram
____(04) Town Nextdoor
____(05) Town LinkedIn
____(06) PD Facebook
____(07) PD X (formerly Twitter)
____(08) PD Instagram
____(09) Library Facebook
____(10) Library Instagram
____(11) Other: _____

21. Customer Service. Have you called or visited the Town with a question, problem, or during the past year?

____(1) Yes *[Answer Q21a-c.]* ____(2) No *[Skip to Q22.]* ____(9) Don't know *[Skip to Q22.]*

21a. How easy was it to contact the person you needed to reach?

____(4) Very easy ____(2) Difficult ____(9) Don't know
____(3) Somewhat easy ____(1) Very difficult

21b. What department(s) did you contact? *[Check all that apply.]*

____(1) Police
____(2) Human Resources
____(3) Community Development
____(4) Parks and Public Works
____(5) Finance
____(6) Town Manager/Clerk Offices
____(7) Town Attorney
____(8) Library
____(9) Other: _____

21c. Several factors may influence your perception of the quality of customer service you receive from Town employees. Please rate how often the employees you MOST RECENTLY contacted have displayed the following.

	Frequency that...	Always	Usually	Sometimes	Seldom	Never	Don't Know
1.	They did what they said they would do in a timely manner	5	4	3	2	1	9
2.	They gave prompt, accurate, and complete answers to questions	5	4	3	2	1	9
3.	They helped me resolve an issue to my satisfaction or adequately explained their reasoning	5	4	3	2	1	9
4.	They made it easy for me to handle my request	5	4	3	2	1	9
5.	They were courteous and polite	5	4	3	2	1	9

Demographics

22. Do you think you will be living in Los Gatos, CA, five years from now?

____(1) Yes *[Skip to Q23.]* ____(2) No *[Answer Q22a.]*

22a. Why do you think you will not be living in Los Gatos, CA, five years from now?

_____

_____

23. Do you own or rent your current residence? ____(1) Own ____(2) Rent

24. What type of dwelling do you live in?

____(1) Single family house (detached from other houses)
____(2) Duplex or townhome
____(3) Apartment or condominium building
____(4) Other: _____

25. Approximately how many years have you lived in Los Gatos? _____ years

26. Please answer the following questions by circling "Yes" or "No."

	Have you...	Yes	No
1.	Had contact with a Police Department Officer during the last year?	1	2
2.	Visited the Town's website (losgatosca.gov) in the last year?	1	2
3.	Had members of your household visit any parks in Los Gatos in the last year?	1	2
4.	Ridden a bicycle on Town streets or used Town trails in the last year?	1	2

ITEM NO. 25.

27. Which of the following best describes your race/ethnicity? *[Check all that apply.]*

____(1) African American/Black
____(2) American Indian/Alaska Native
____(3) Asian
____(4) Hispanic/Latino/Latina/Spanish Origin
____(5) Chicano/Chicana
____(6) Native Hawaiian or Other Pacific Islander
____(7) White
____(8) Other: _____

28. What is your preferred language to speak?

____(1) English
____(2) Spanish
____(3) Mandarin
____(4) Russian
____(5) Other:_____

29. Would you say your total annual household income is...

____(1) Under $50,000
____(2) $50,000 to $99,999
____(3) $100,000 to $199,999
____(4) $200,000 or more

30. What is your age?

____(1) 18-24 years
____(2) 25-34 years
____(3) 35-44 years
____(4) 45-54 years
____(5) 55-64 years
____(6) 65+ years

31. What is your gender identity?

____(1) Male
____(2) Female
____(3) Non-binary/third gender
____(4) Prefer to self-describe: _____

32. Do you, or does anyone in your household, identify as a person with a disability?

____(1) Yes ____(2) No ____(3) Prefer not to say

33. Do you, or does anyone in your household, identify as lesbian, gay, bisexual, transgender, queer, or another LGBTQ+ identity?

____(1) Yes ____(2) No ____(3) Prefer not to say

34. Would you be interested in participating in future surveys, focus groups, or other discussions on some of the topics covered in this survey?

____(1) Yes *[Answer Q34a.]* ____(2) No

34a. Please provide your contact information.

Name: _____ Phone: _____

Email: _____

35. As a way to say thank you for your time, we will randomly select one survey respondent to receive a $500 Visa gift card. Would you be interested in entering the drawing? (Limited to one per household. Sent via email.)

____(1) Yes *[Answer Q35a.]* ____(2) No

35a. Please provide your contact information.

Email: _____ Phone: _____

This concludes the survey. Thank you for your time!

Please return your completed survey in the enclosed postage paid envelope address to:
ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

The information shown to the right will ONLY be used to help ensure the survey results are statistically [illegible]ative of residents in the area. Thank you.

Town of Los Gatos, California

2025 Town of Los Gatos Community Survey
GIS Maps

Submitted to the City of Los Gatos, California by:

ETC Institute
725 W. Frontier Lane,
Olathe, KS 66061

April 2025

Attachment 2

ETC INSTITUTE

Contents

Section 1: GIS Maps.....1

1 GIS Maps

2025 Town of Los Gatos Community Survey
Interpreting GIS Maps

How to Interpret GIS Maps

The GIS (Geographic Information System) maps on the following pages show the mean ratings for satisfaction and rating questions that were on the 2025 Town of Los Gatos Community Survey. Boundaries are shown by Census block groups.

When reading the maps, please use the following color scheme as a guide:

Positive Ratings

Darker blue shades generally indicate high satisfaction with a service, high ratings, high levels of support, or high ratings of agreement. Ratings of, "very satisfied," "excellent," "very supportive," or "strongly agree."

Lighter blue shades generally indicate satisfaction with a service, good ratings, support, or agreement. Ratings of, "satisfied," "good," "somewhat supportive," or "agree."

Neutral Ratings

Off-white shades indicate neutral ratings. Generally indicating that residents thought the quality-of-service delivery is adequate.

Negative Ratings

Orange shades generally indicate slight dissatisfaction with a service, below average ratings, not supportive, or disagreement. Ratings of "dissatisfied," "below average," "not supportive," or "disagree."

Red shades generally indicate dissatisfaction with a service, poor ratings, not at all supportive, or disagreement. Ratings of "very dissatisfied," "poor," "not at all supportive," or "strongly disagree."

Mean Rating:

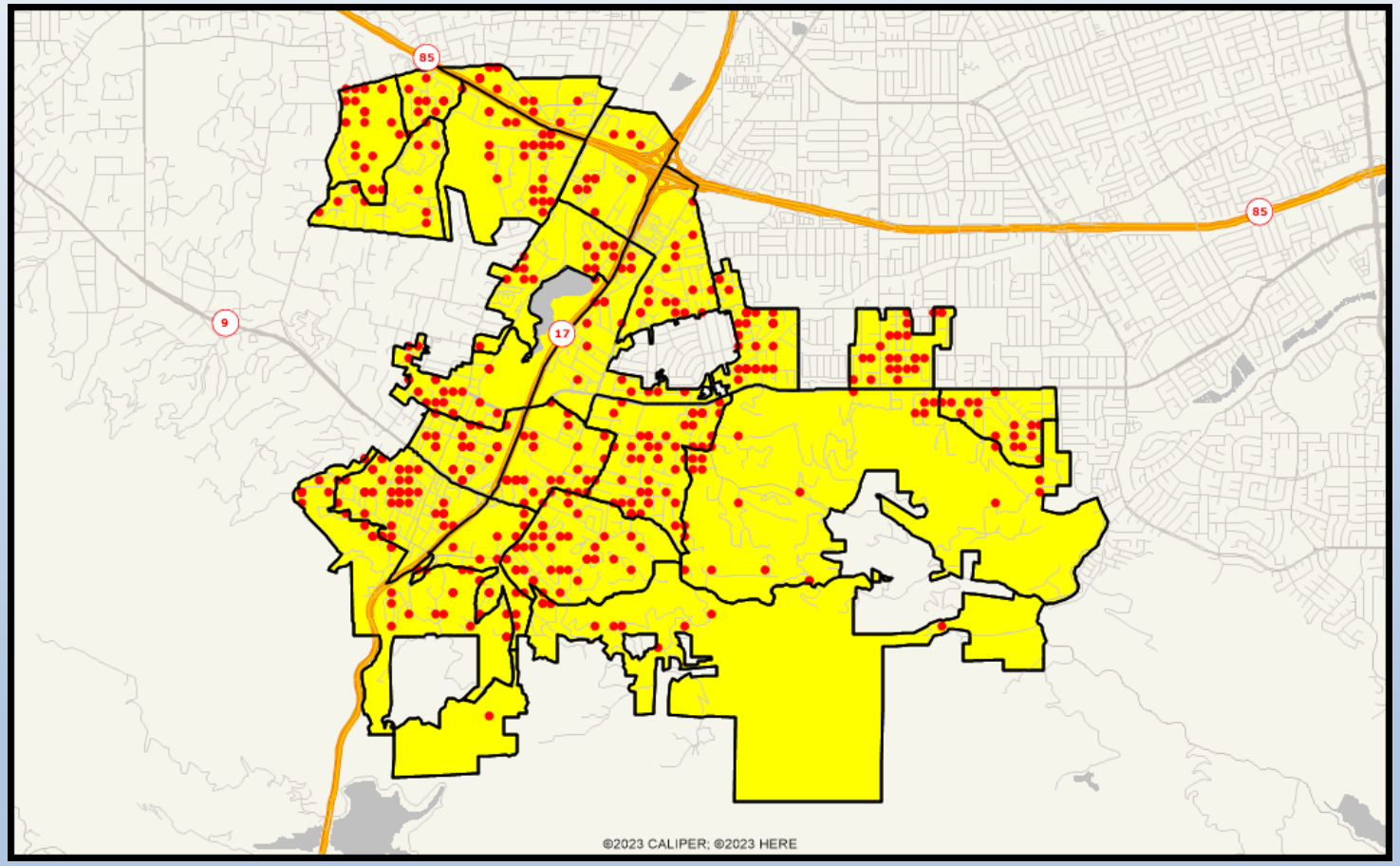
The mean rating on each slide is the average response for that question on the survey. All the questions used 5-point scales. The Mean Scale is below

Mean Rating:	Color Shade:
5.0 - 4.2	Darker Blue
4.2 - 3.4	Lighter Blue
3.4 - 2.6	Off-White
2.6 - 1.8	Orange
1.8 - 1.0	Red

ITEM NO. 25.

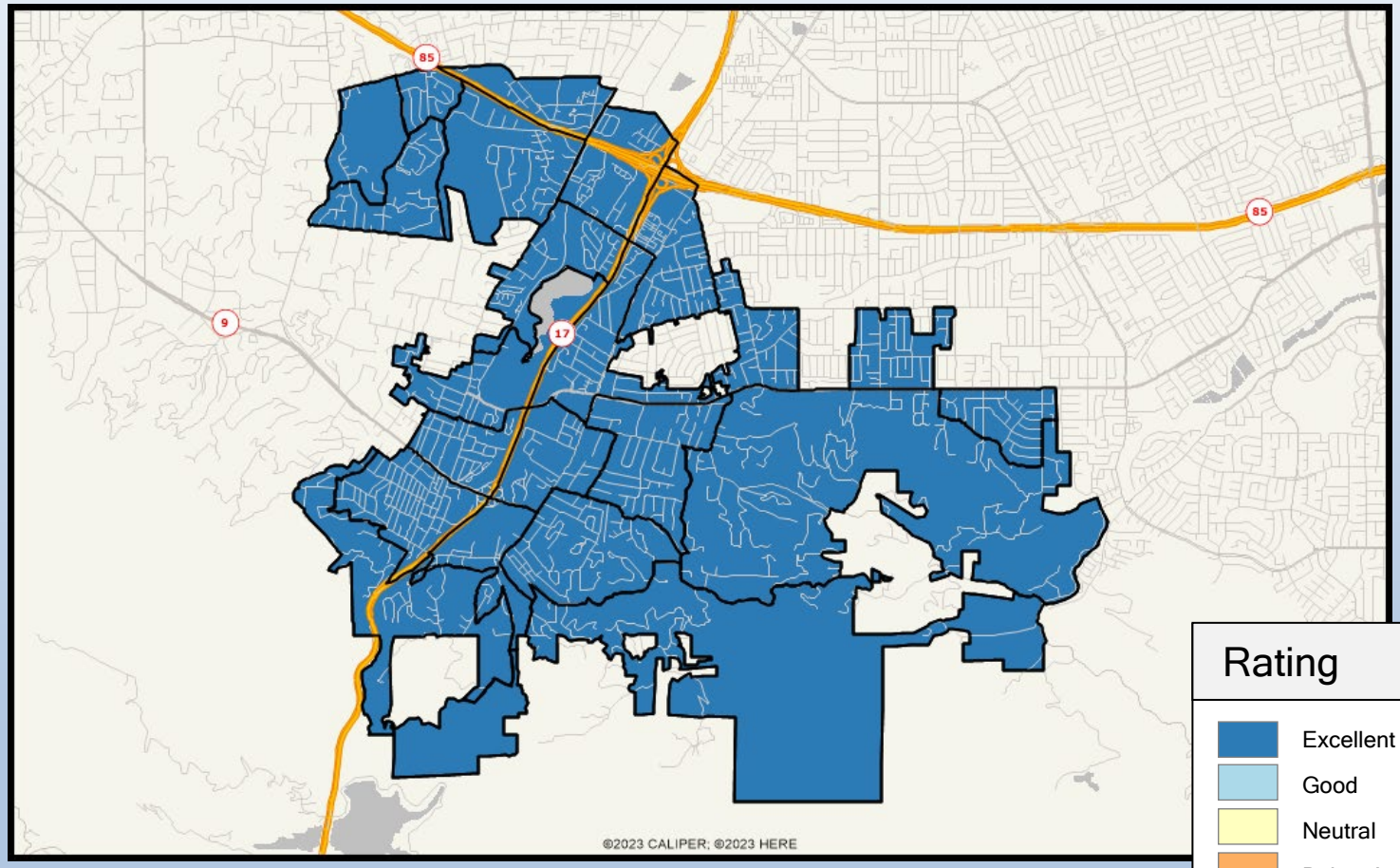
Location of Respondents

(Boundaries by Census Block Group)



ITEM NO. 25.

Q1.01 - As a place to live
Mean: 4.67



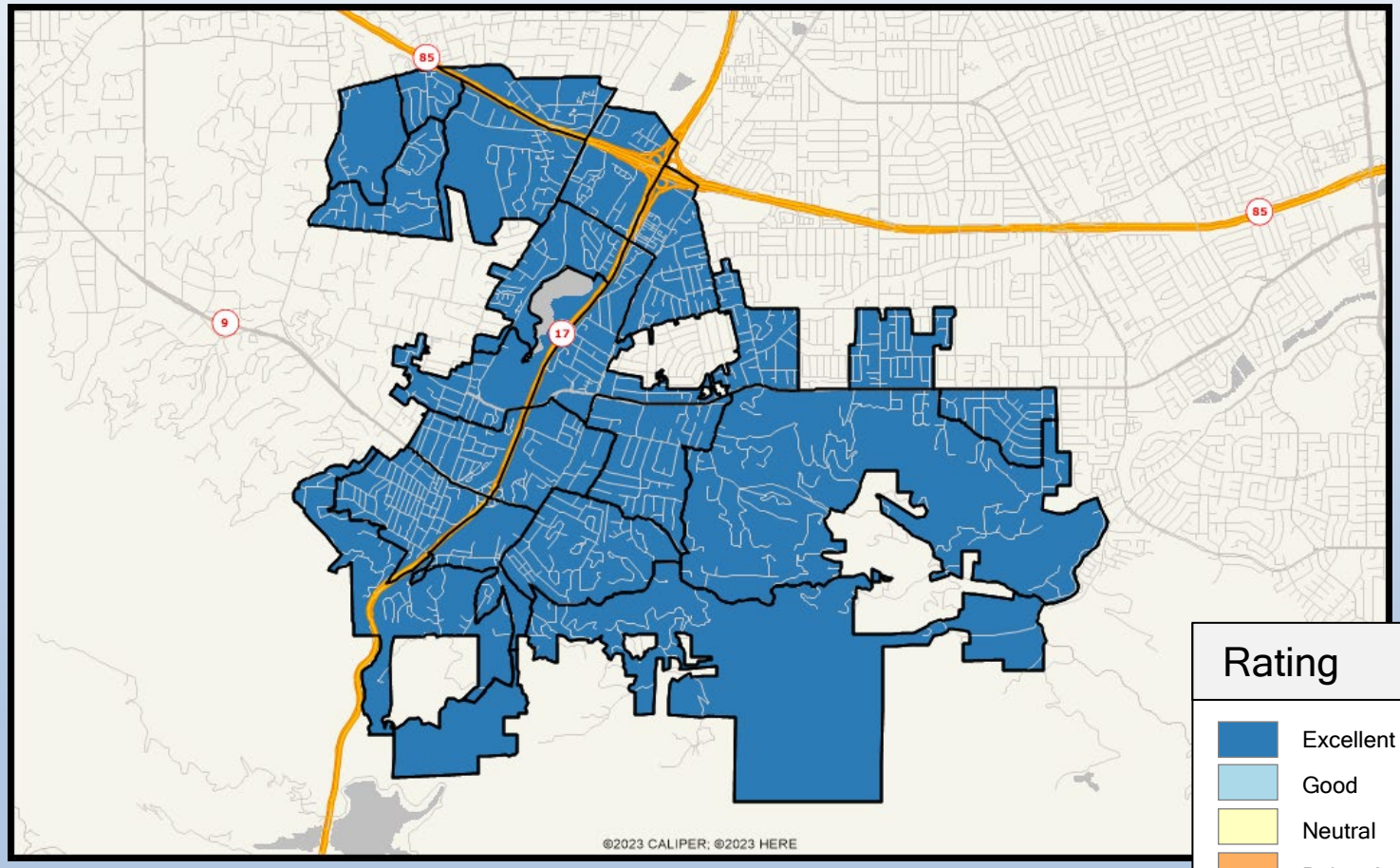
Rating

- Excellent
- Good
- Neutral
- Below Average
- Poor
- No Response

ETC INSTITUTE

ITEM NO. 25.

Q1.02 - As a place to raise children
Mean: 4.53



Rating

- Excellent
- Good
- Neutral
- Below Average
- Poor
- No Response

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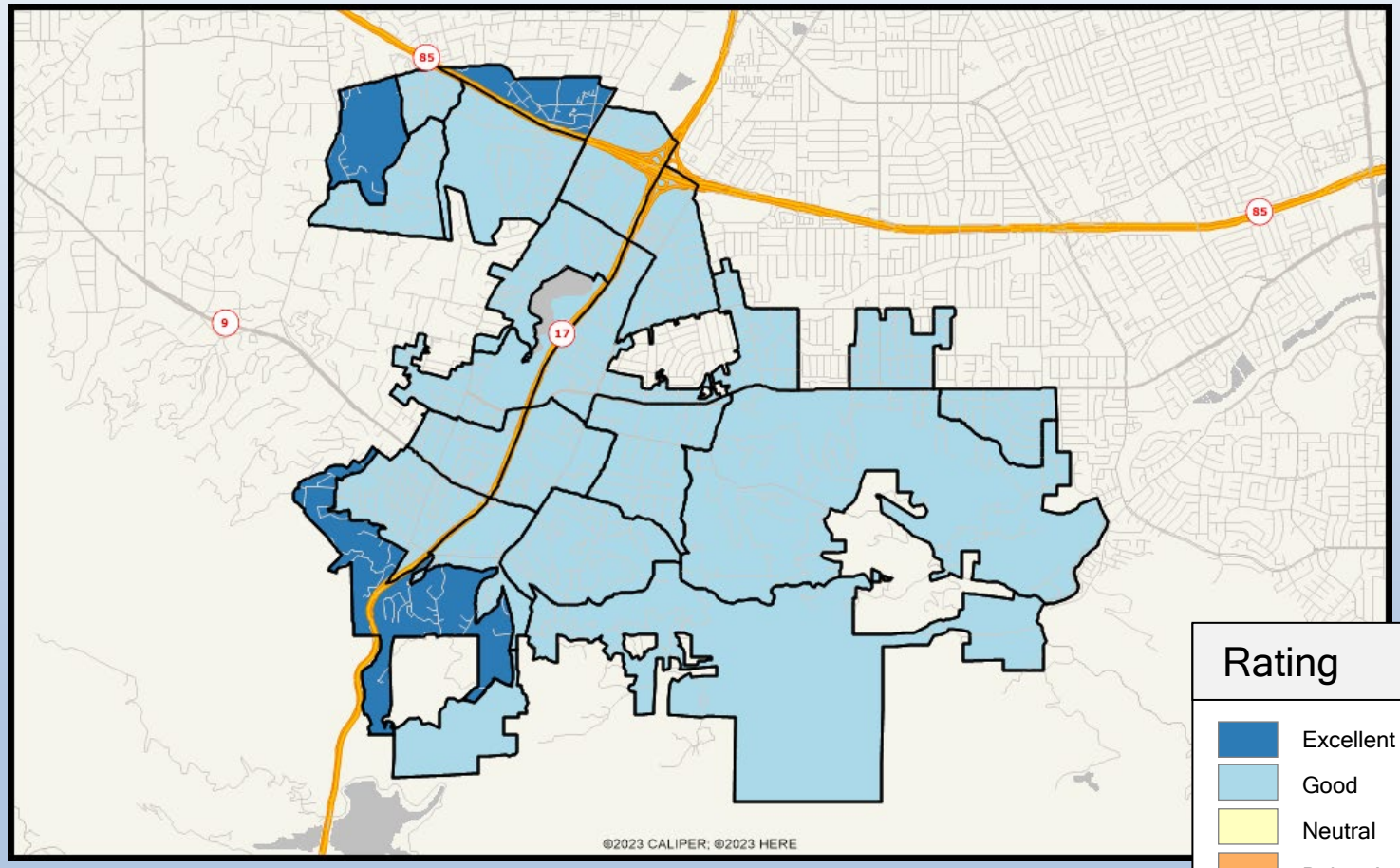
ITEM NO. 25.

Q1.03 - As a place to work
Mean: 3.96



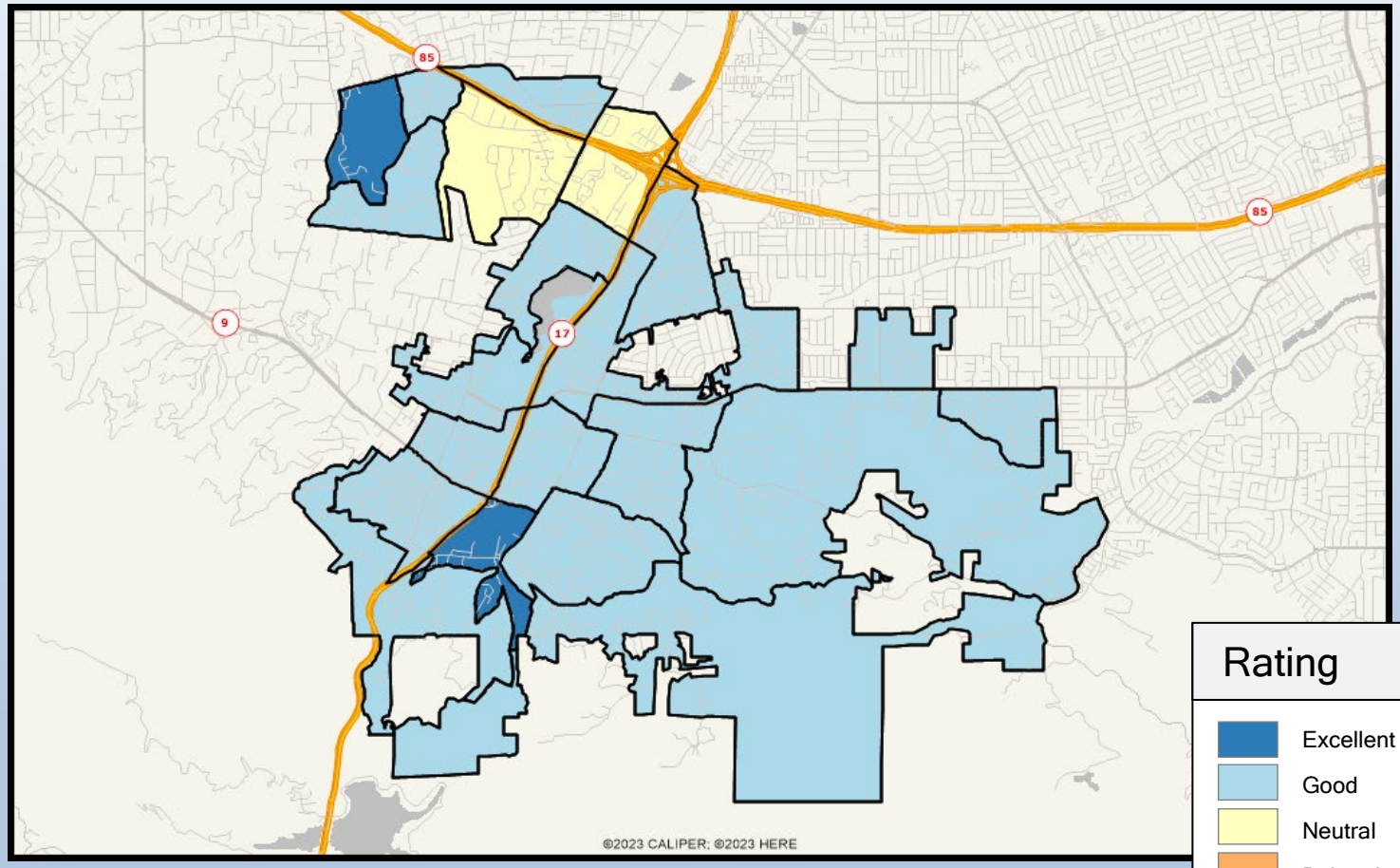
Rating

- Excellent
- Good
- Neutral
- Below Average
- Poor
- No Response

ETC INSTITUTE

ITEM NO. 25.

Q1.04 - As a place to retire
Mean: 3.88



Rating

- Excellent
- Good
- Neutral
- Below Average
- Poor
- No Response

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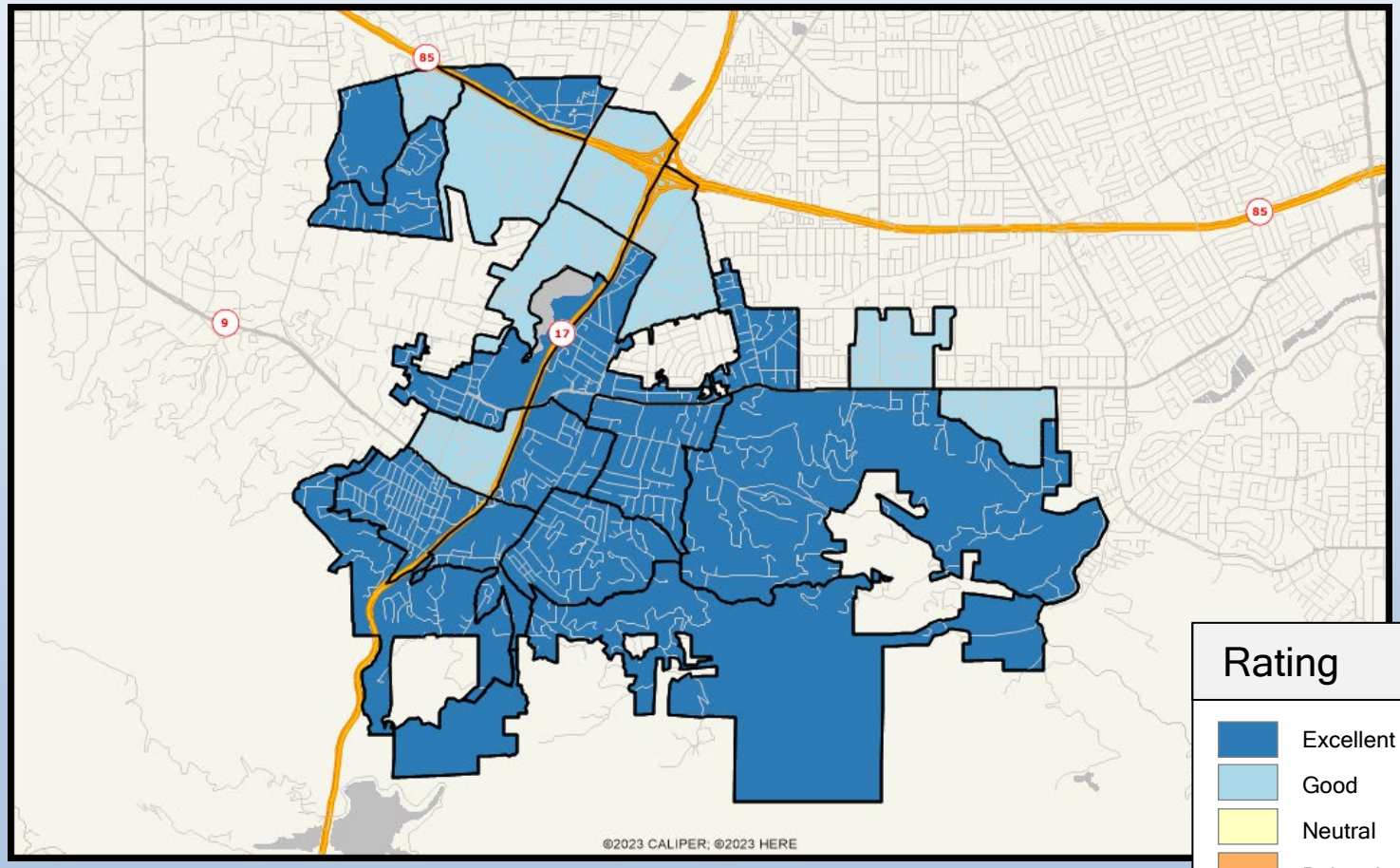
ITEM NO. 25.

Q1.05 - As a place where I feel welcome
Mean: 4.28



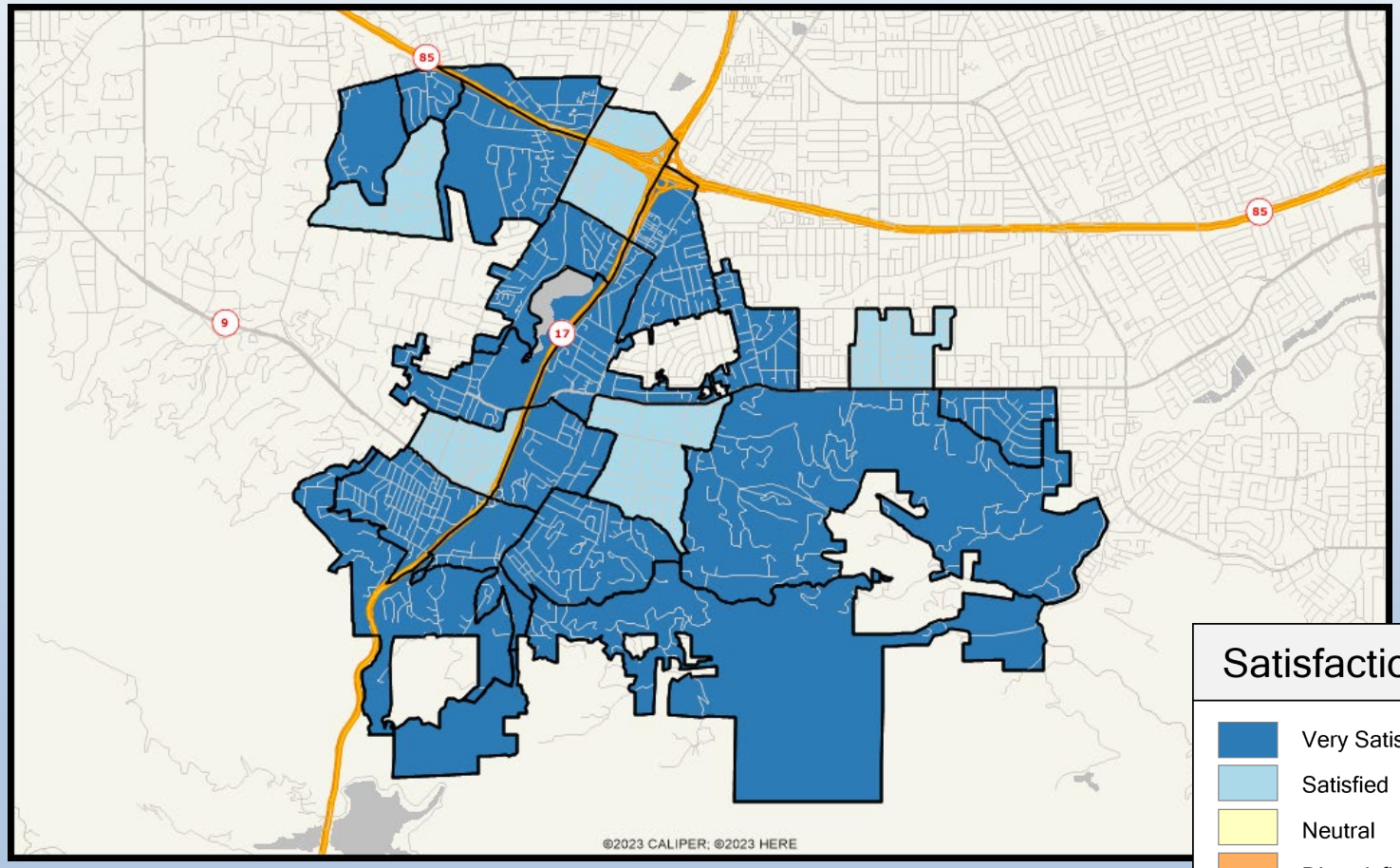
Rating

- Excellent
- Good
- Neutral
- Below Average
- Poor
- No Response

ETC INSTITUTE

ITEM NO. 25.

Q2.01 - Town parks and recreation facilities
Mean: 4.3

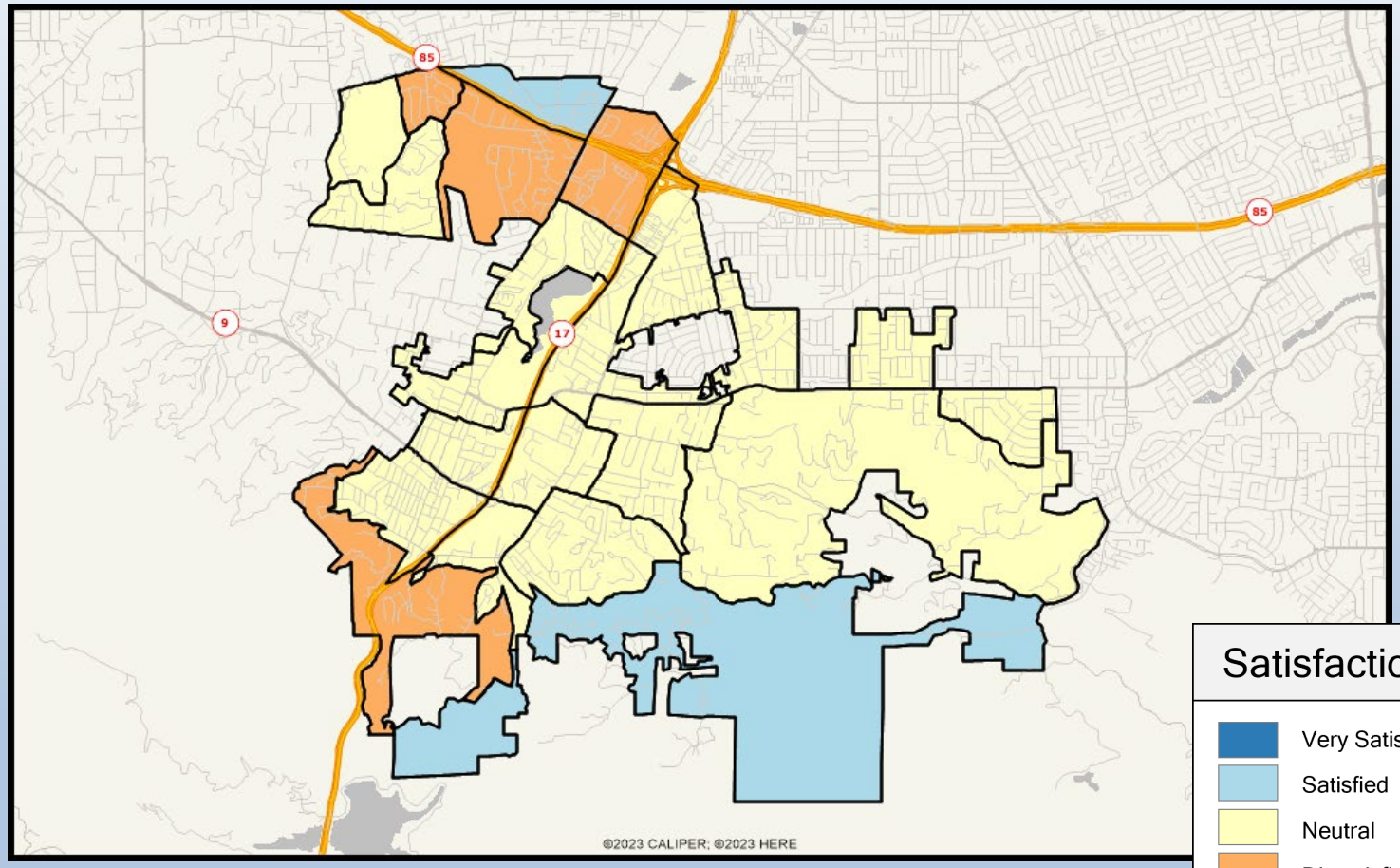


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

Q2.02 - Town Planning, Building, and Development servi
(e.g., issuing permits)
Mean: 2.89



Satisfaction

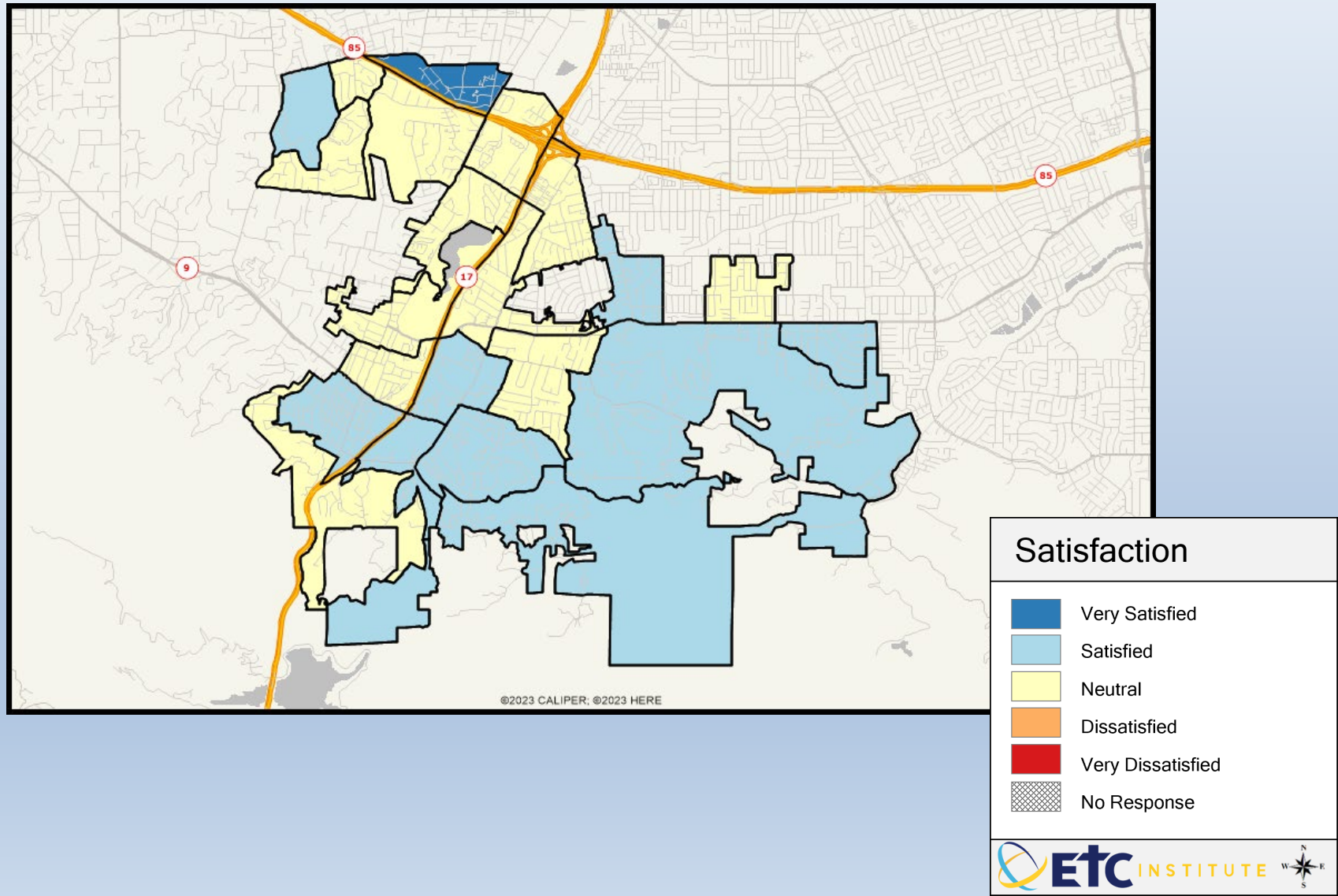
- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

Q2.03 - Overall effectiveness of Town communication with the public

ITEM NO. 25.

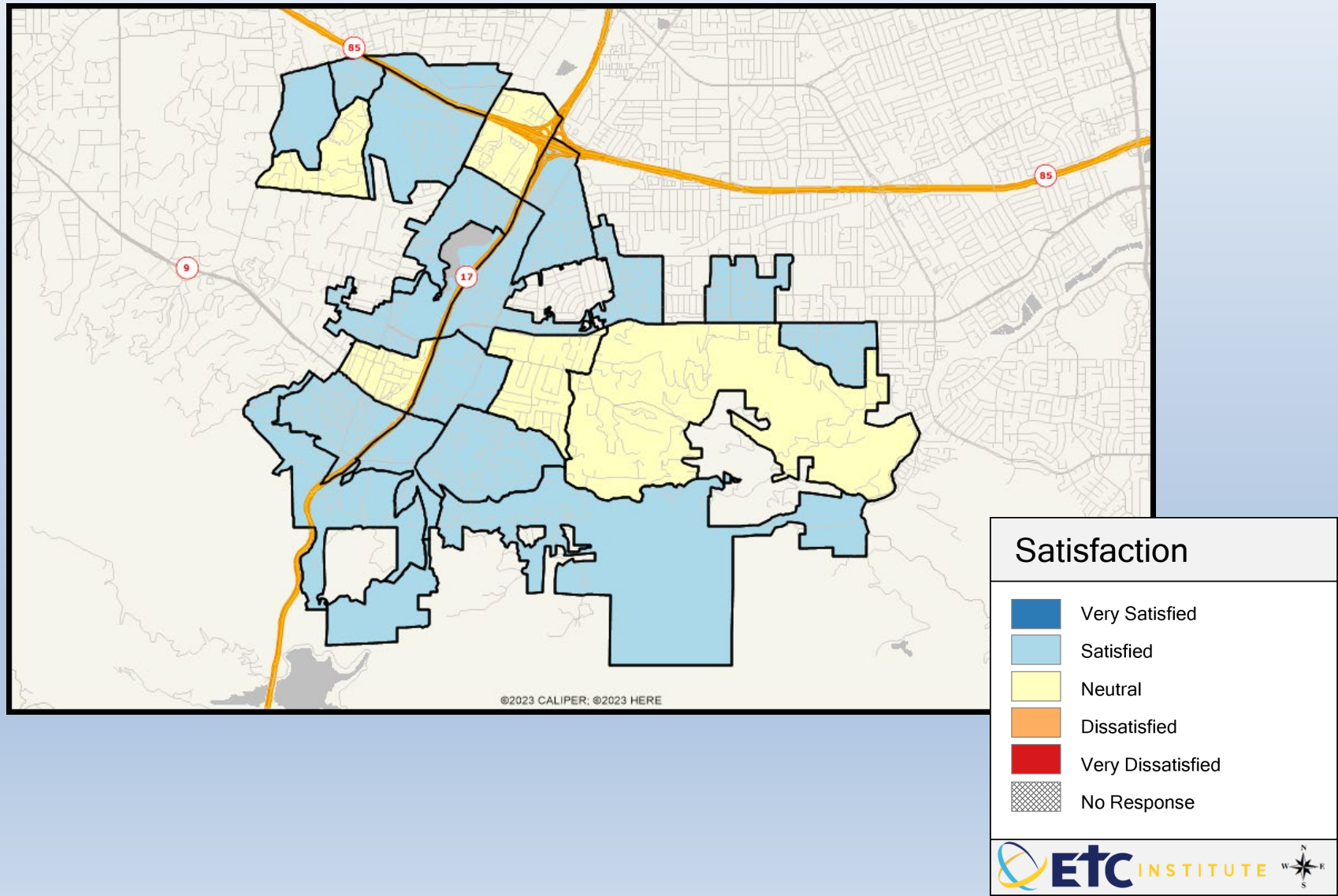
Mean: 3.4



ITEM NO. 25.

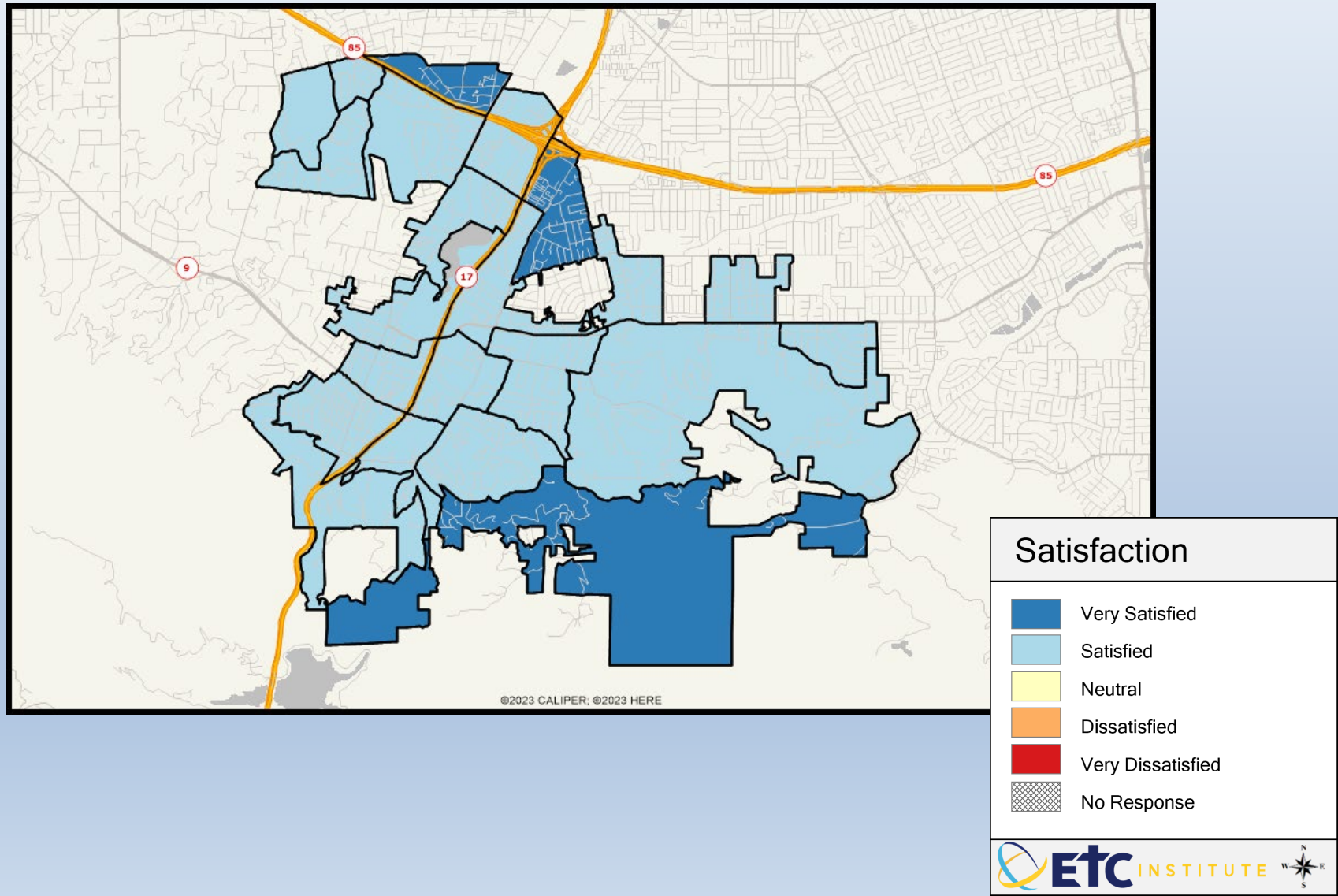
Q2.04 - Overall maintenance of Town streets, sidewalks, and infrastructure

Mean: 3.64



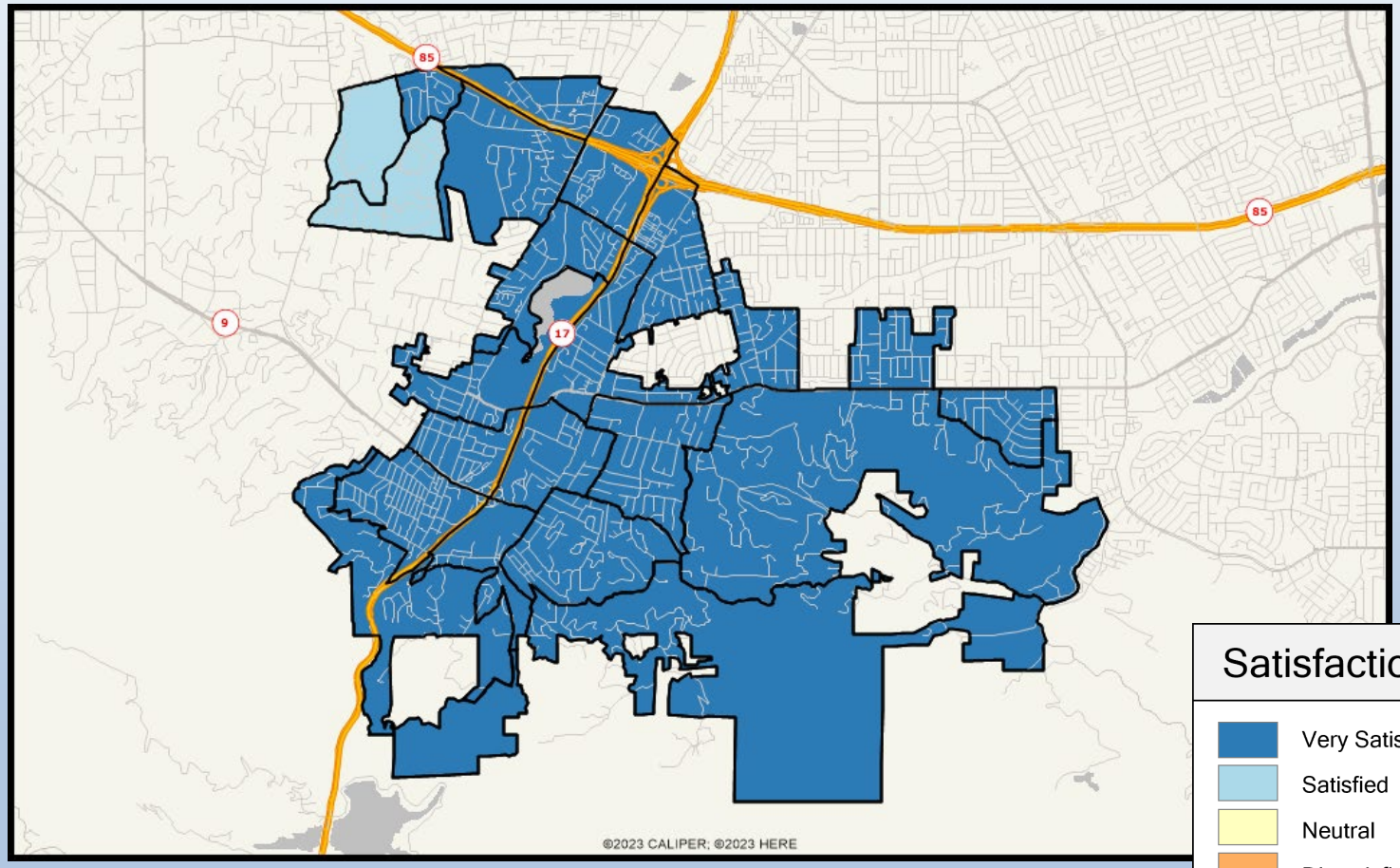
Q2.05 - Overall quality of customer service you receive from Town employees

Mean: 3.78



ITEM NO. 25.

Q2.06 - Overall quality of Town library services
Mean: 4.49



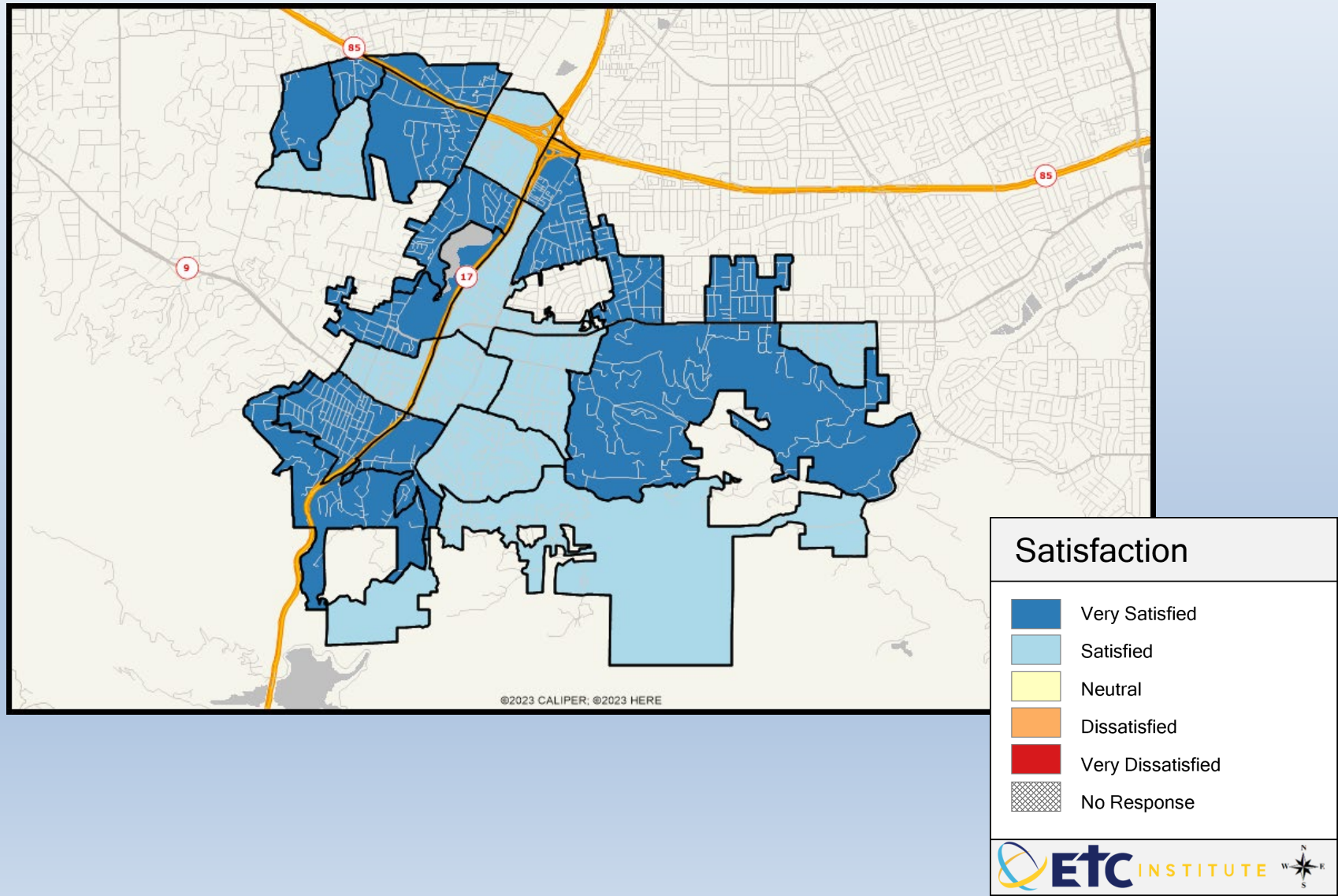
Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

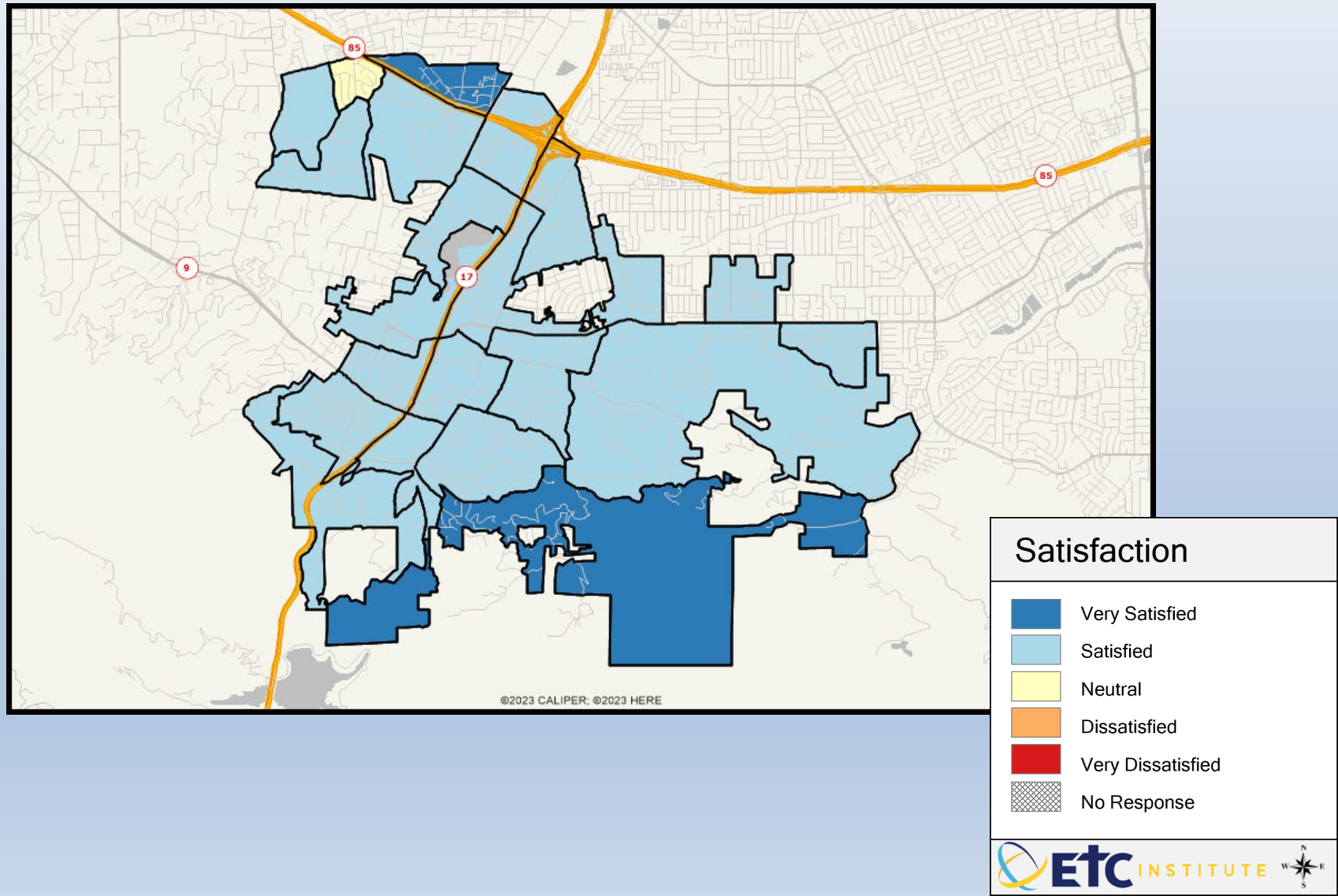
ITEM NO. 25.

Q2.07 - Overall quality of Town police services
Mean: 4.21



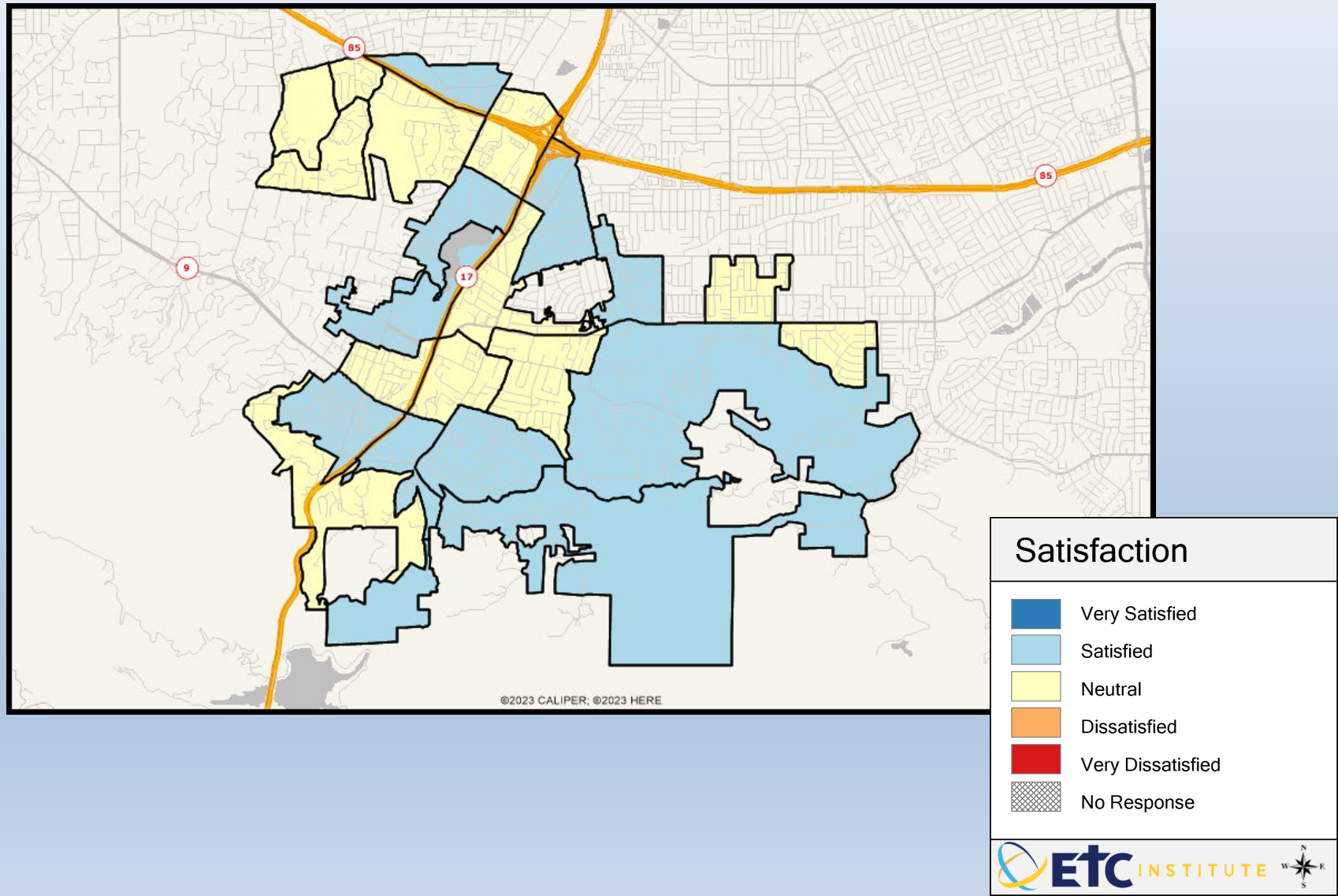
ITEM NO. 25.

Q4.01 - Overall quality of services provided by the T
Mean: 3.85



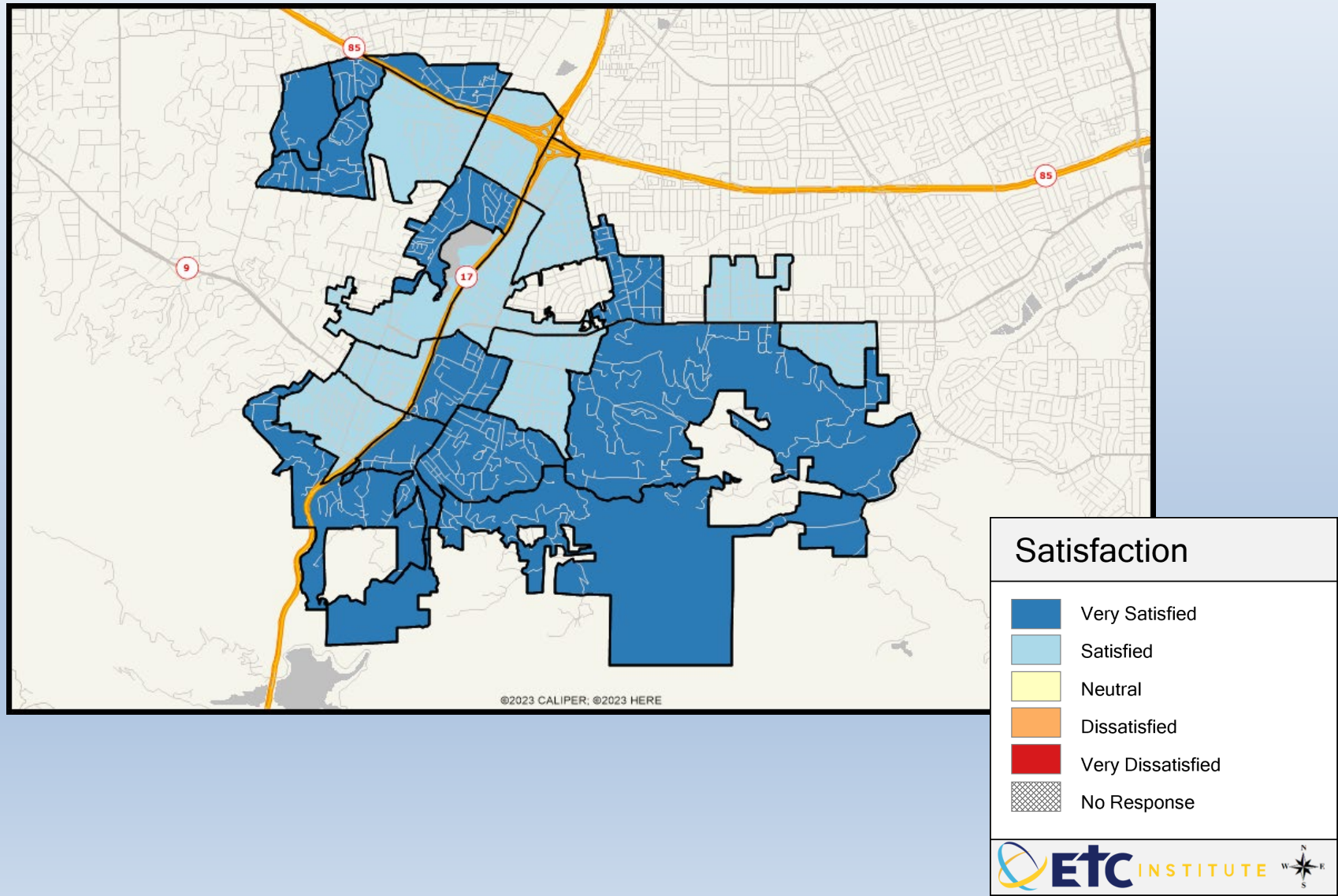
Q4.02 - Overall value you receive for your Town tax dollars and fees

Mean: 3.44



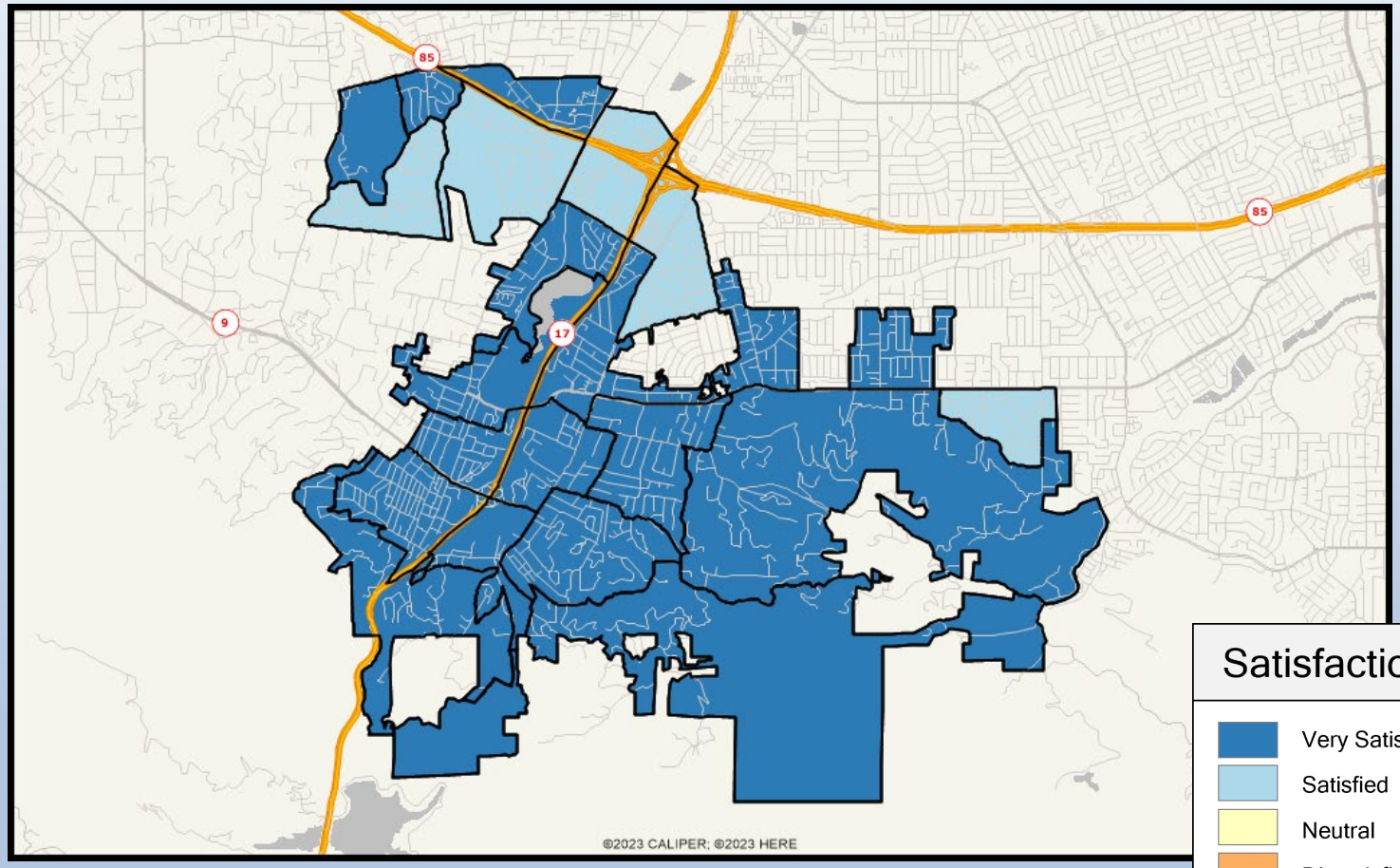
ITEM NO. 25.

Q4.03 - Overall image of the Town
Mean: 4.2



ITEM NO. 25.

Q4.04 - Overall quality of life in the Town
Mean: 4.32



Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

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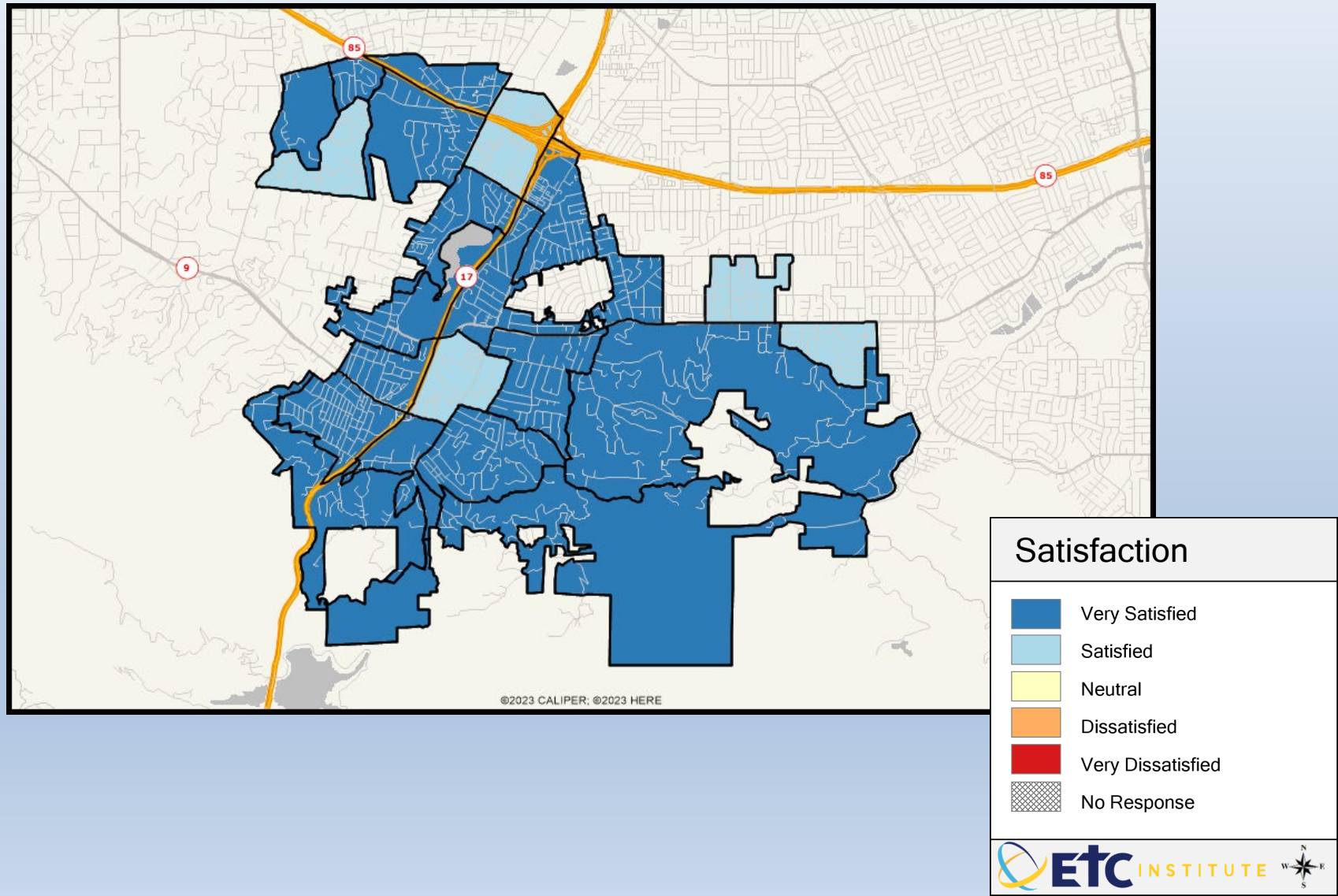
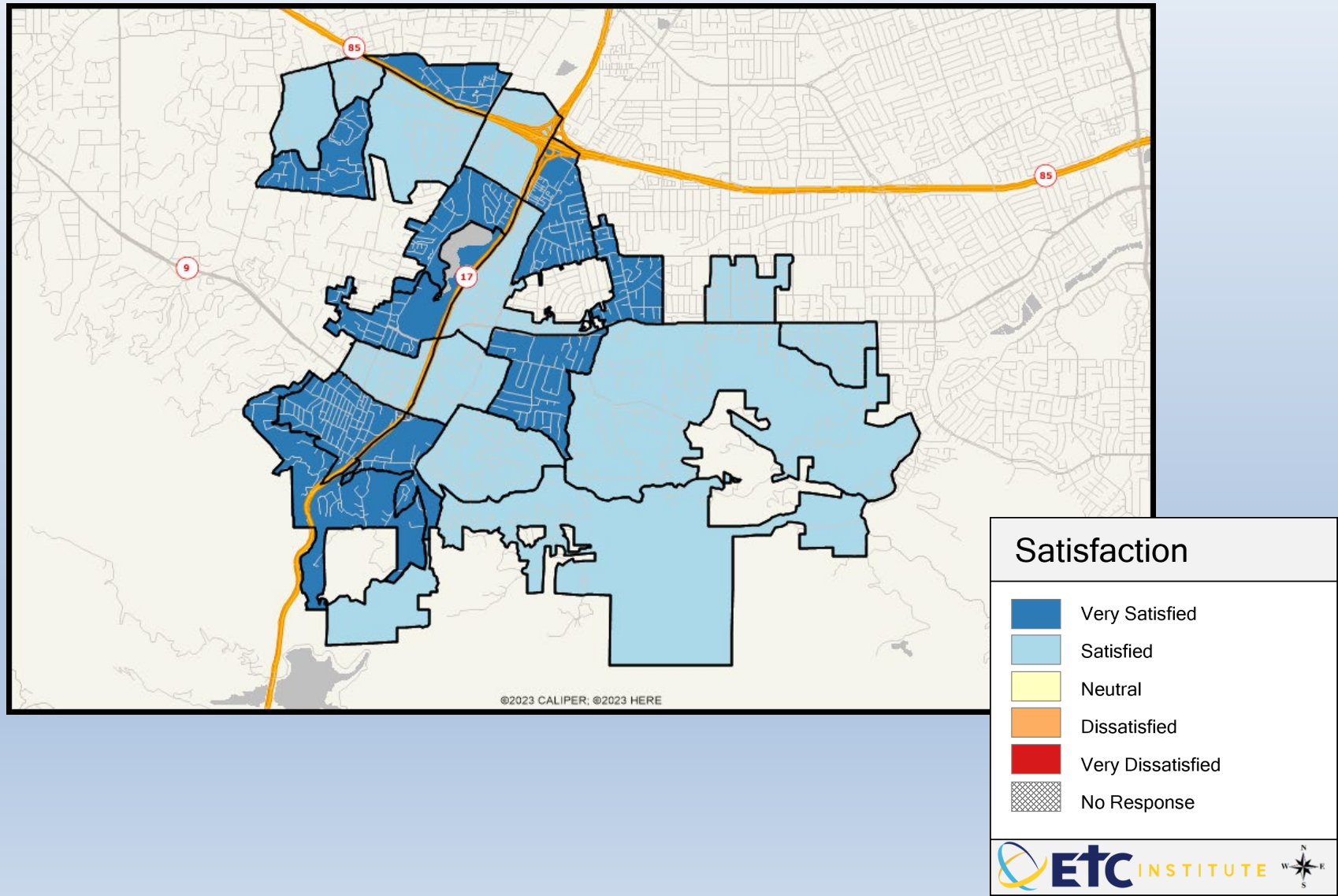
ITEM NO. 25.

Q4.05 - Overall feeling of safety in the Town
Mean: 4.36



ITEM NO. 25.

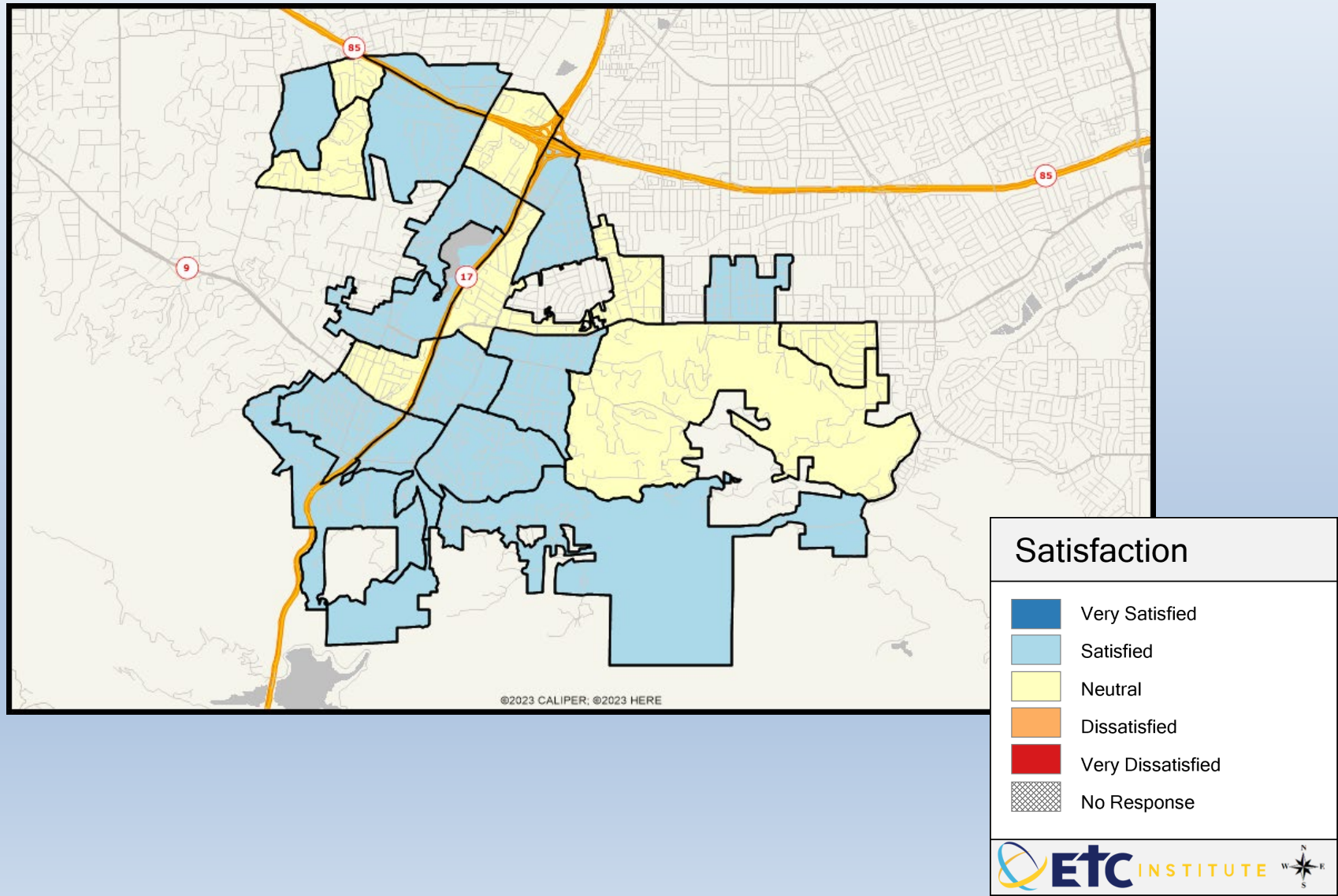
Q5.01 - Effectiveness of local Police protection
Mean: 4.17



ITEM NO. 25.

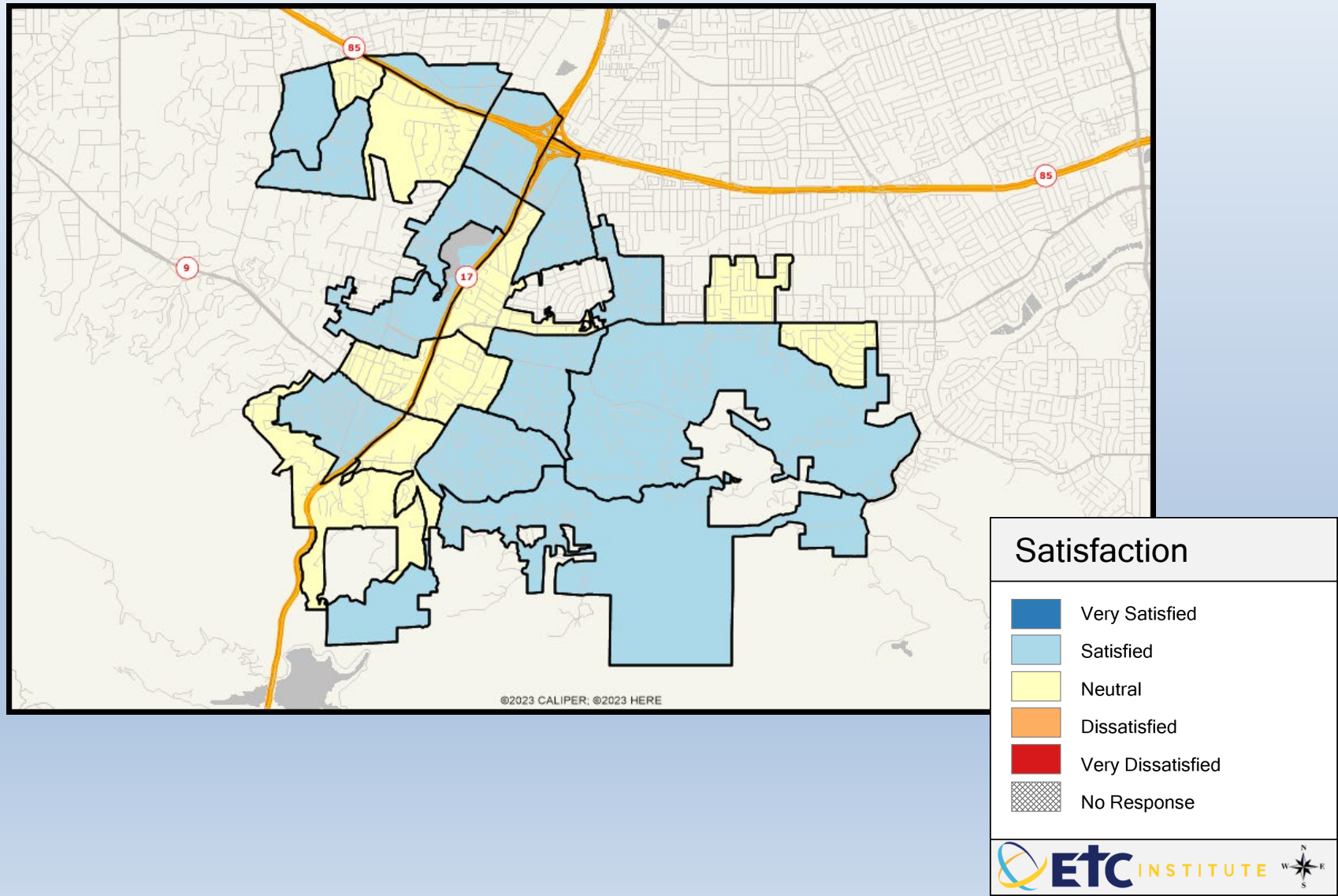
Q5.02 - Efforts to collaborate with the public to address concerns

Mean: 3.51



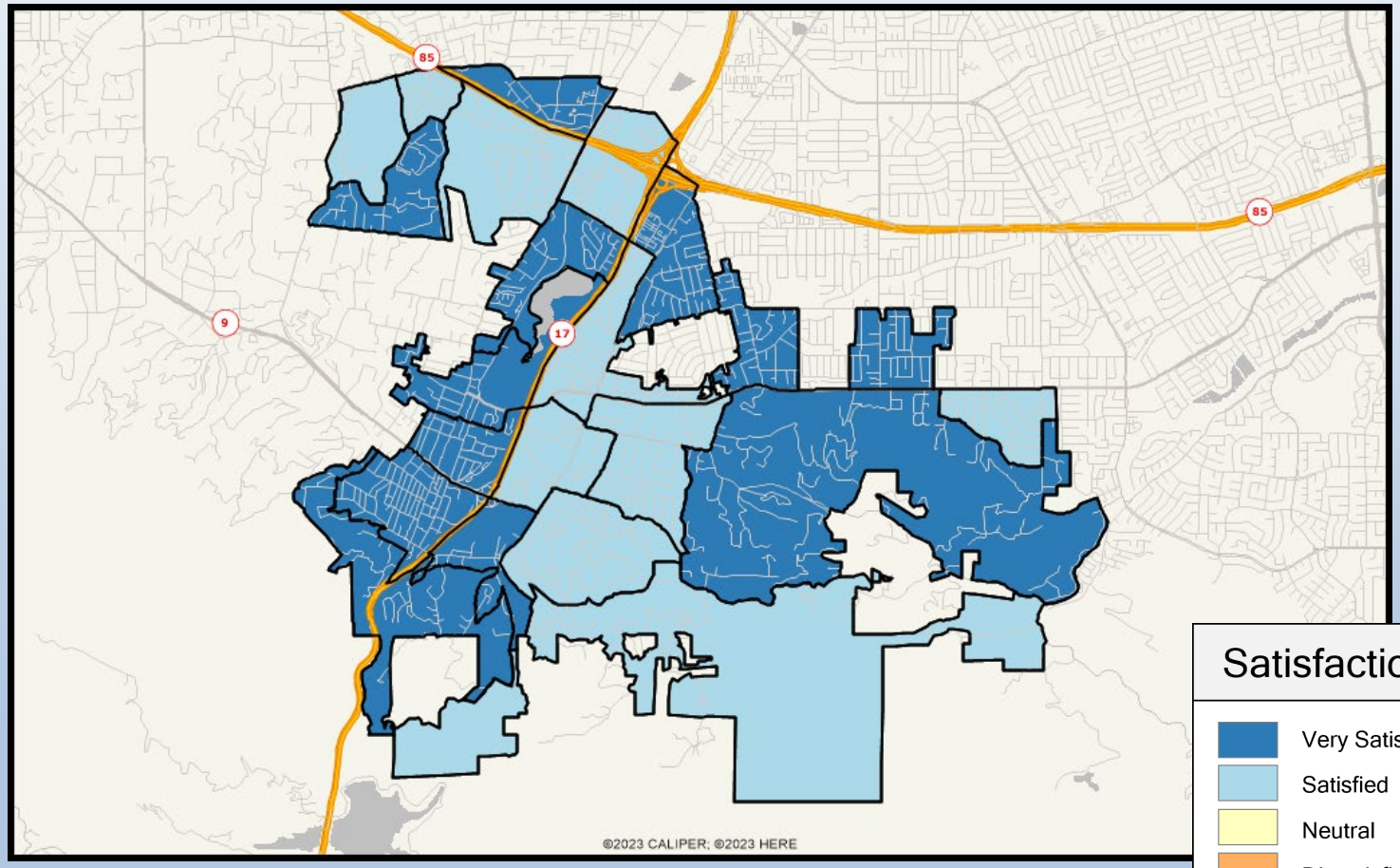
ITEM NO. 25.

Q5.03 - Enforcement of local traffic laws
Mean: 3.46



ITEM NO. 25.

Q5.04 - How quickly police respond to emergenci
Mean: 4.2



Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

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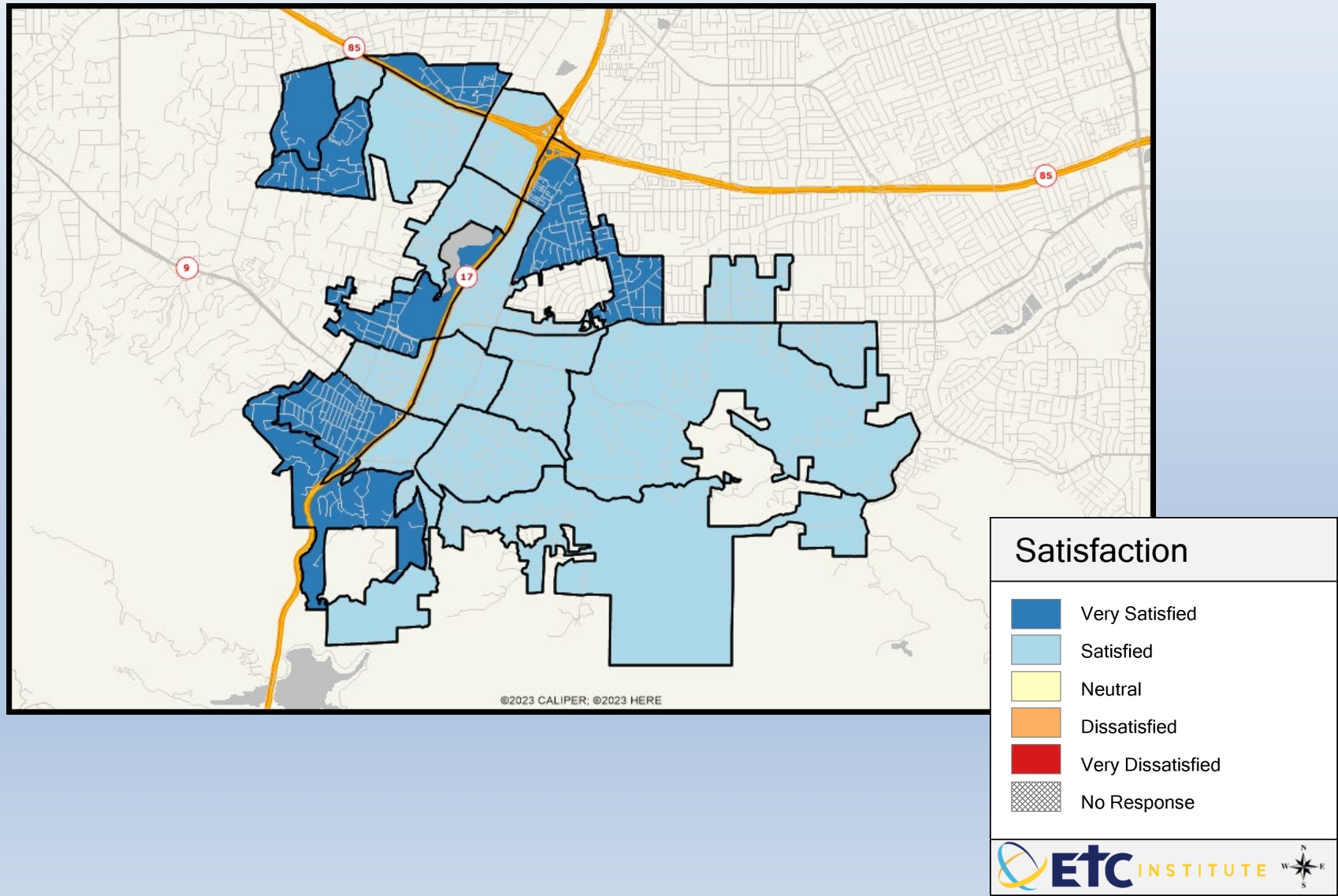
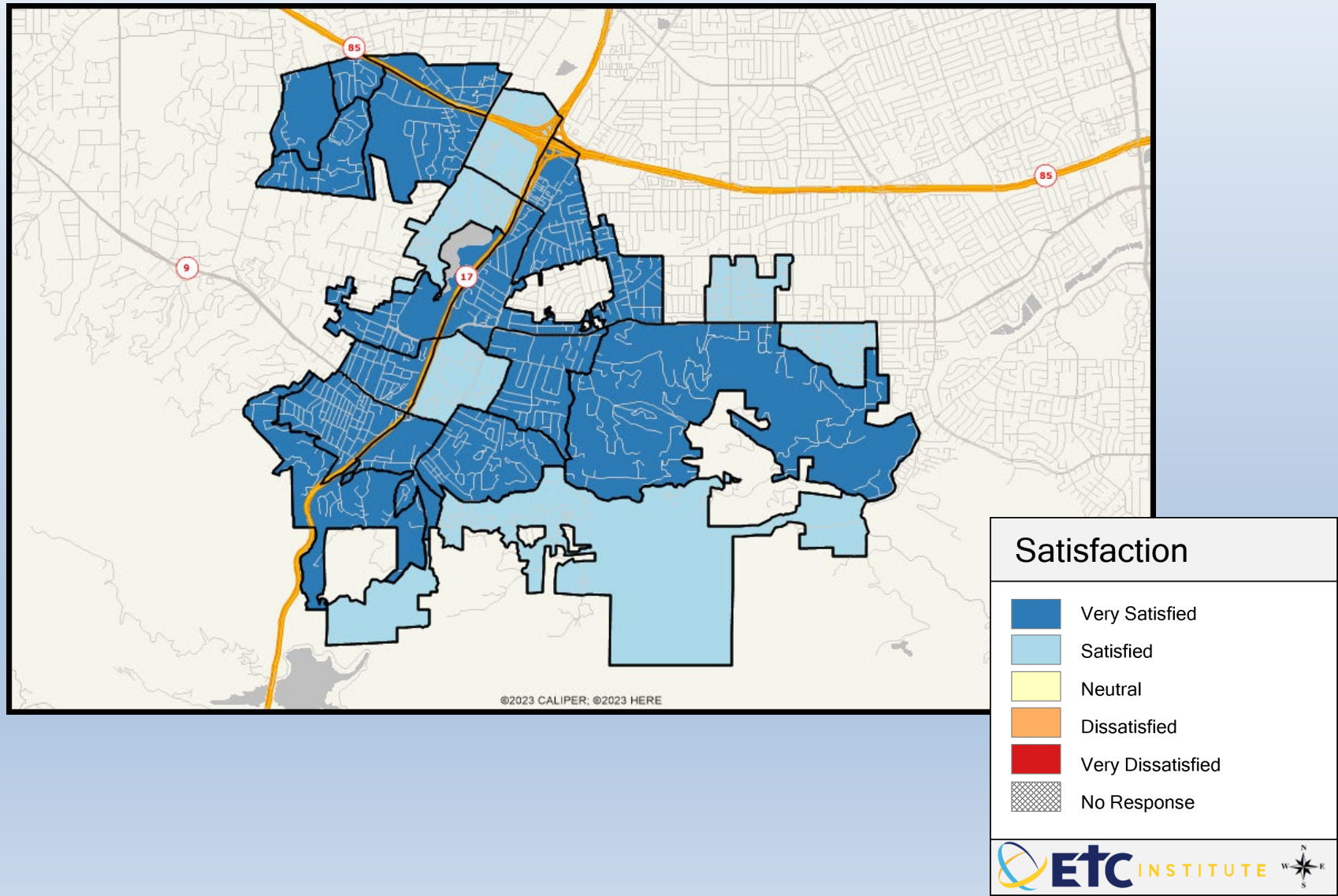
ITEM NO. 25.

Q5.05 - Overall Police performance in your neighborhood
Mean: 4.06



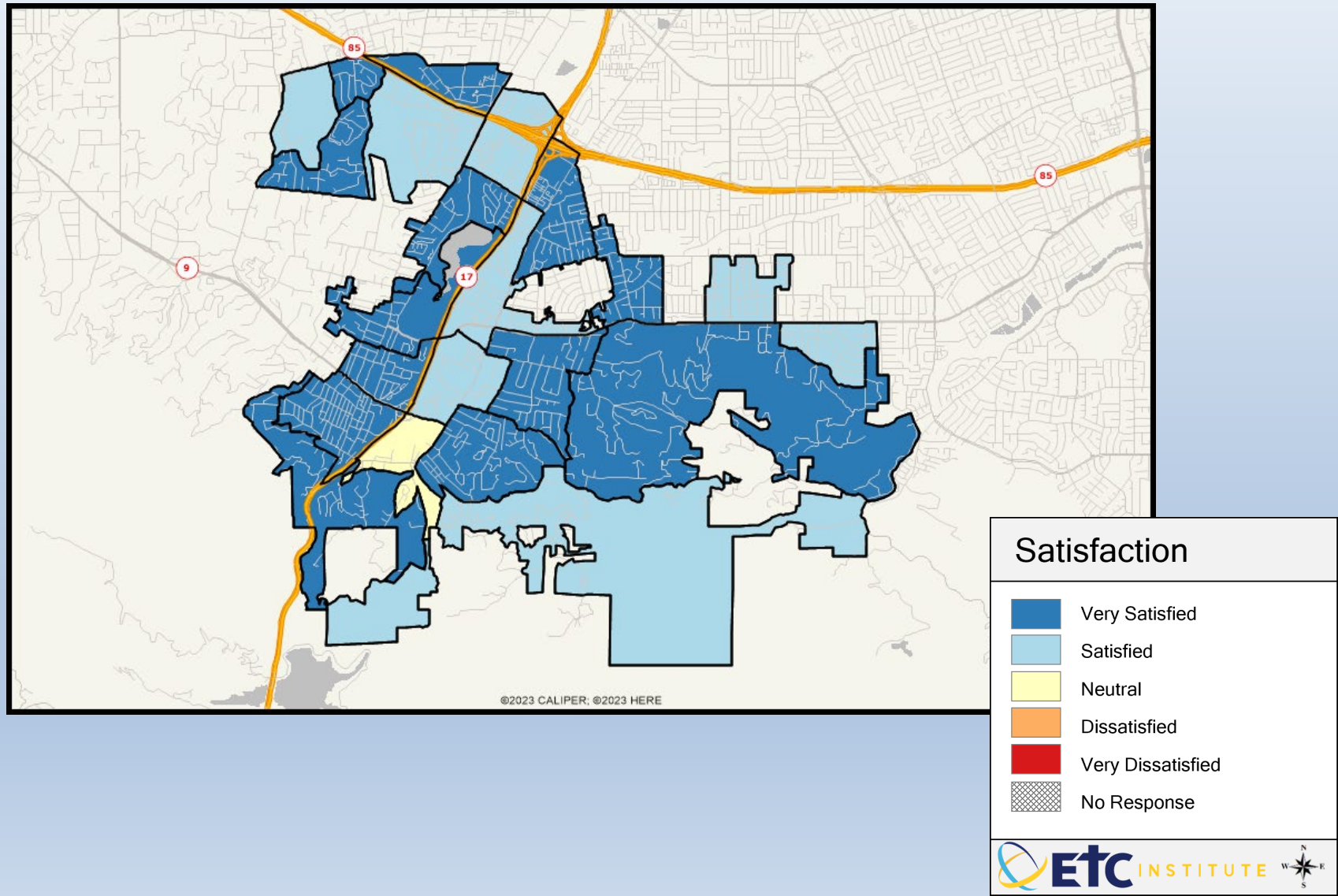
ITEM NO. 25.

Q5.06 - Professionalism of Police Officers
Mean: 4.34



ITEM NO. 25.

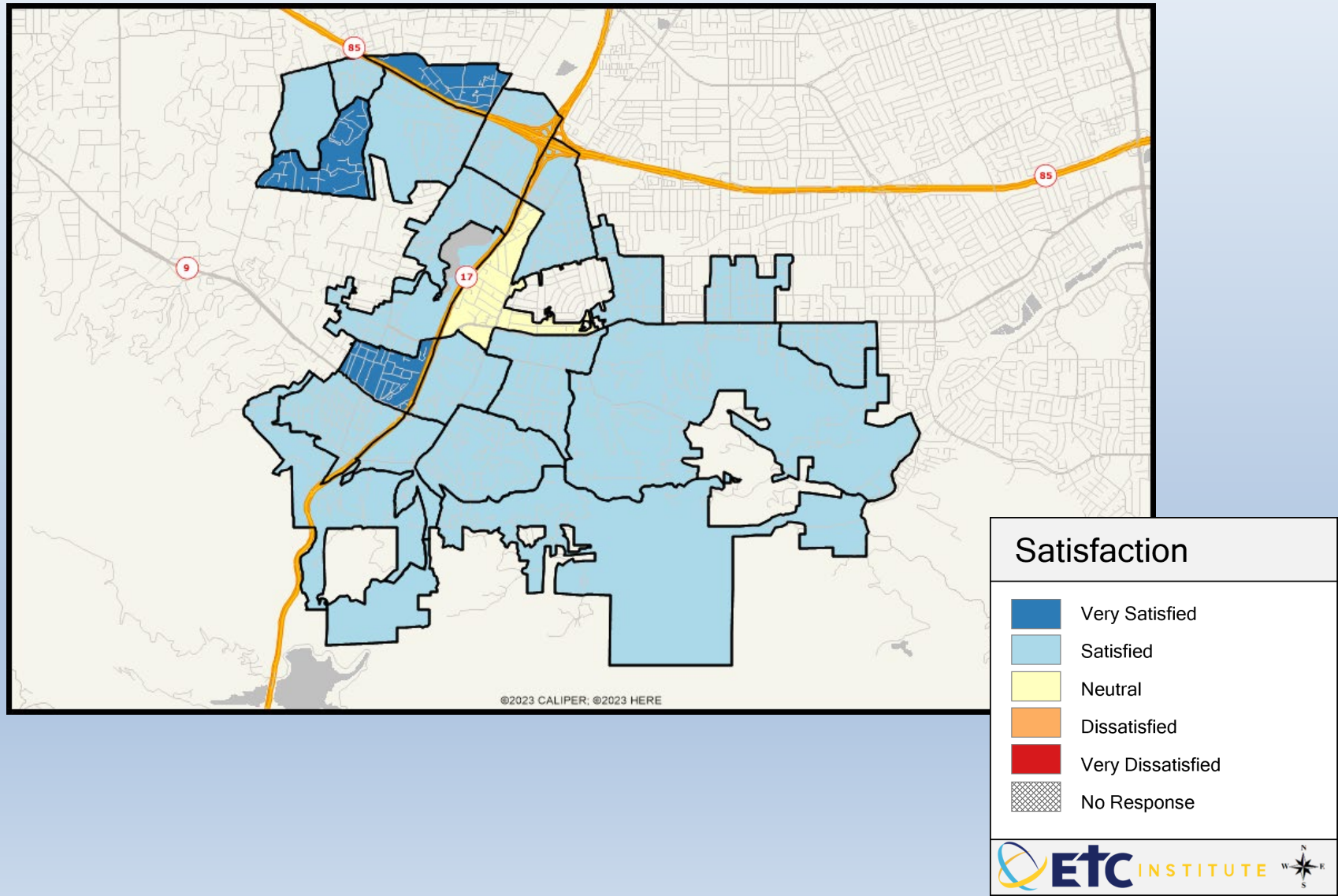
Q5.07 - Quality of dispatch/911 services
Mean: 4.22



ITEM NO. 25.

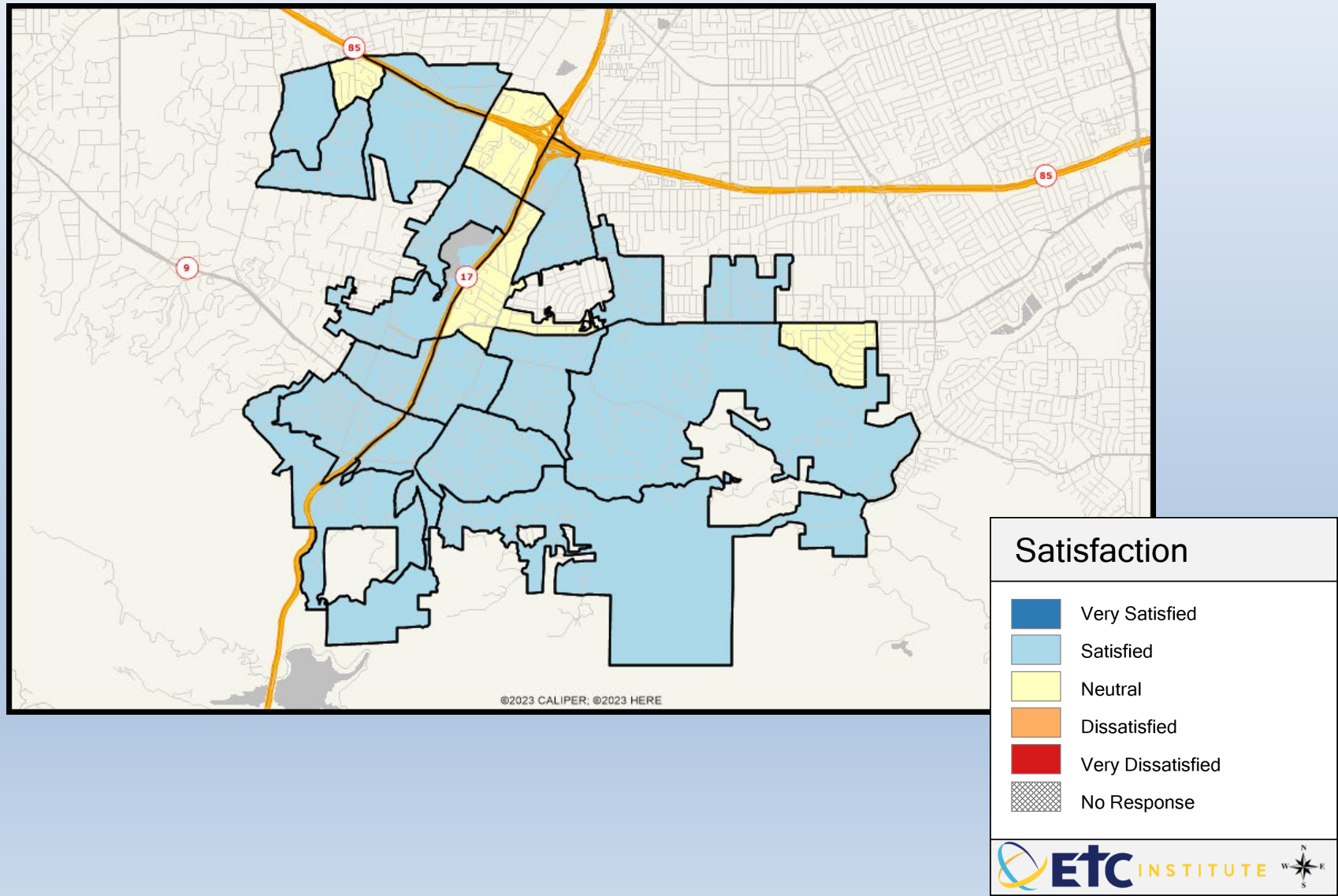
Q5.08 - The Town's overall efforts to prevent crim

Mean: 3.87



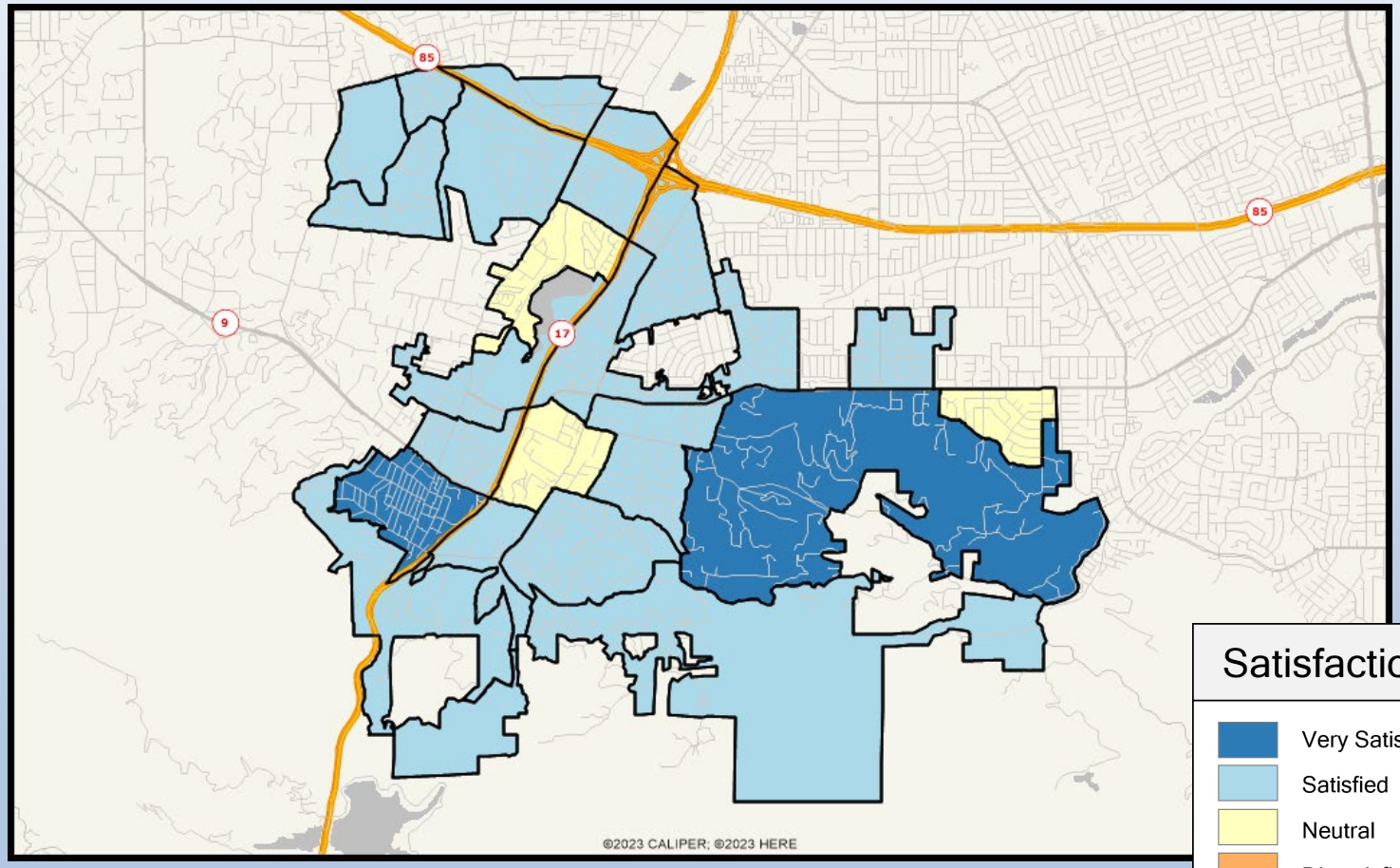
ITEM NO. 25.

Q5.09 - The visibility of Police personnel in neighborhoods
Mean: 3.56



ITEM NO. 25.

Q7.01 - Maintenance of major Town streets
Mean: 3.83



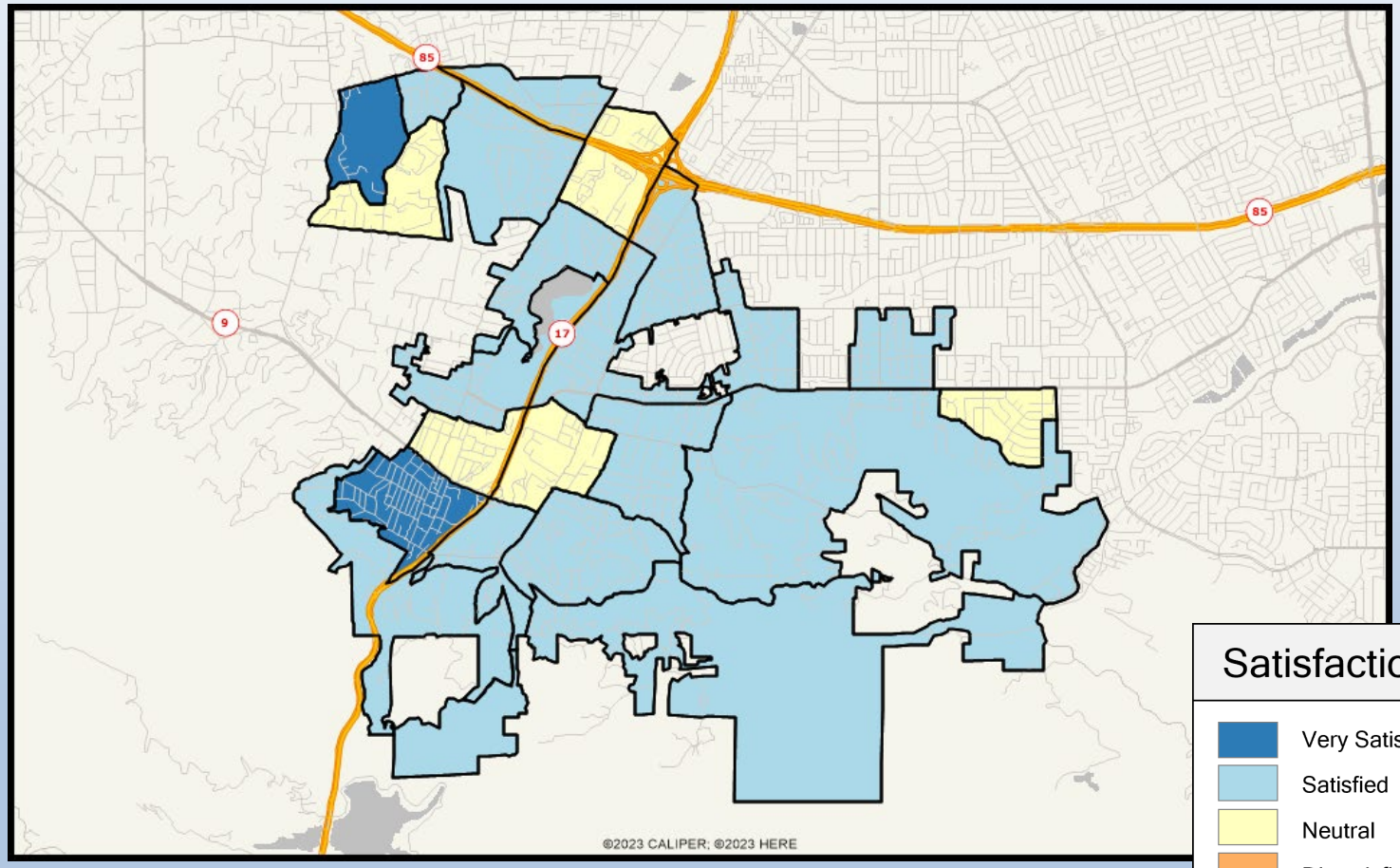
Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

ITEM NO. 25.

Q7.02 - Maintenance of streets in your neighborhood
Mean: 3.76



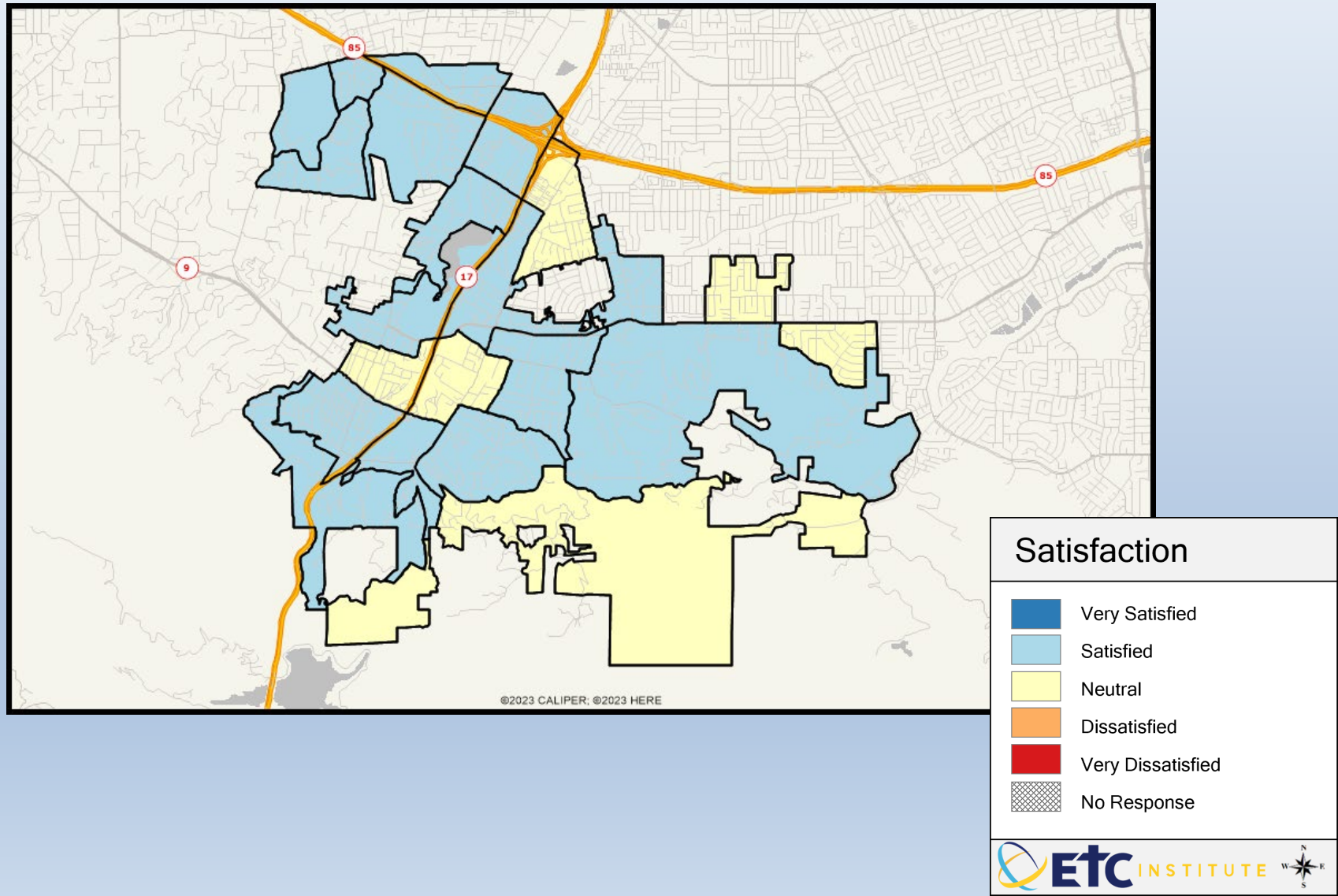
Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

ITEM NO. 25.

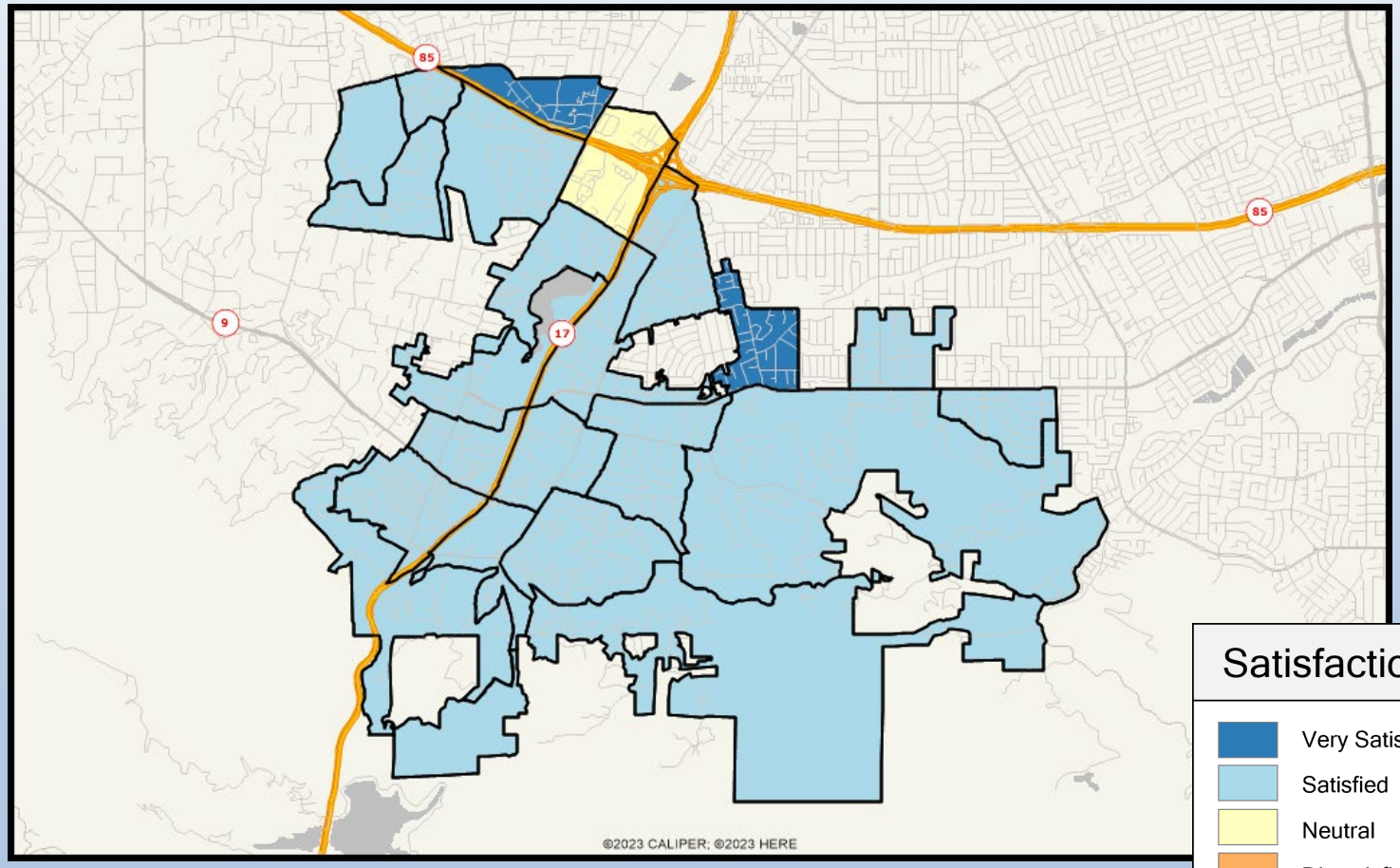
Q7.03 - Condition of sidewalks in the Town
Mean: 3.61



ITEM NO. 25.

Q7.04 - Maintenance of street signs and traffic sign

Mean: 3.95



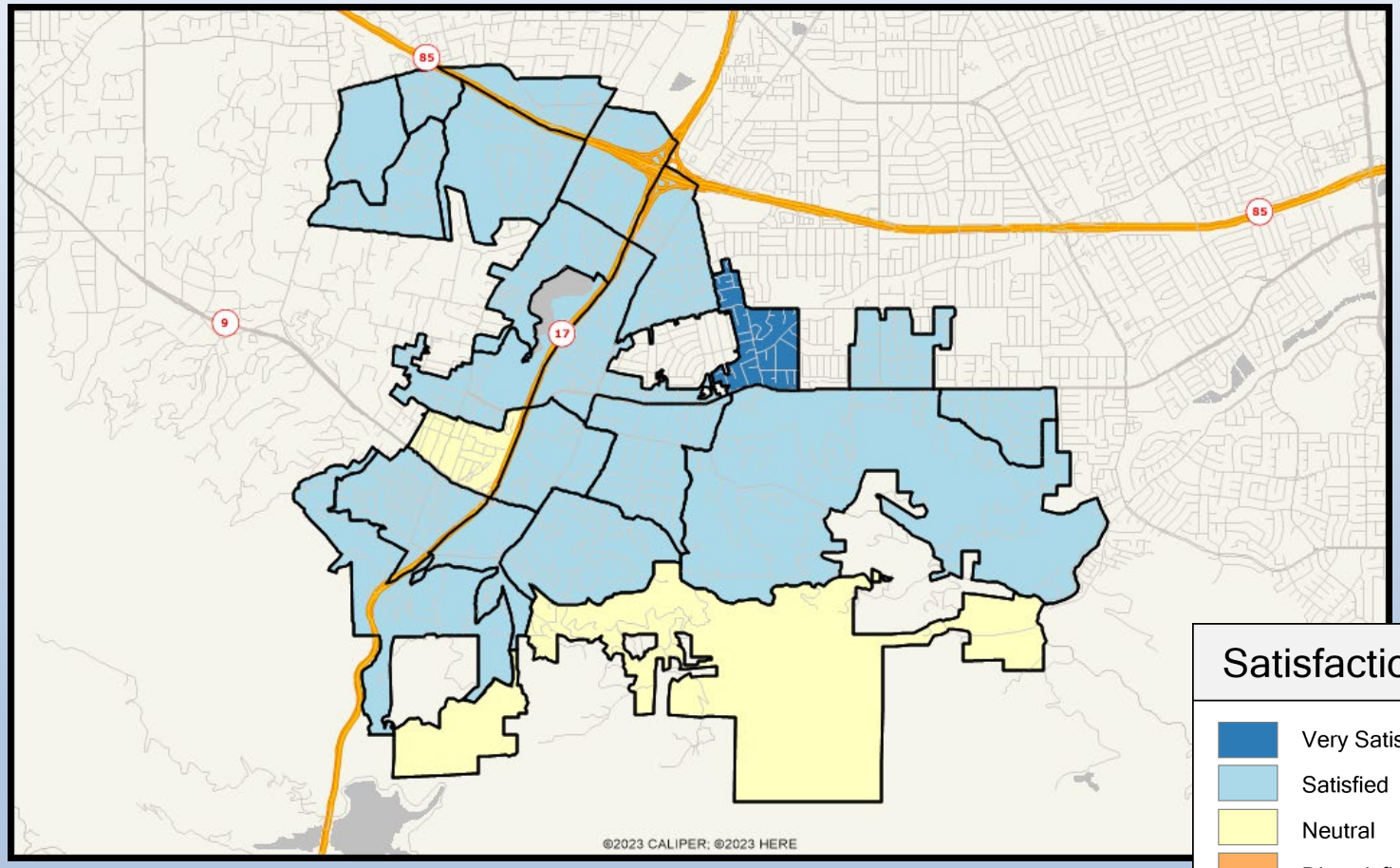
Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

ITEM NO. 25.

Q7.05 - Adequacy of Town street lighting
Mean: 3.78



Satisfaction

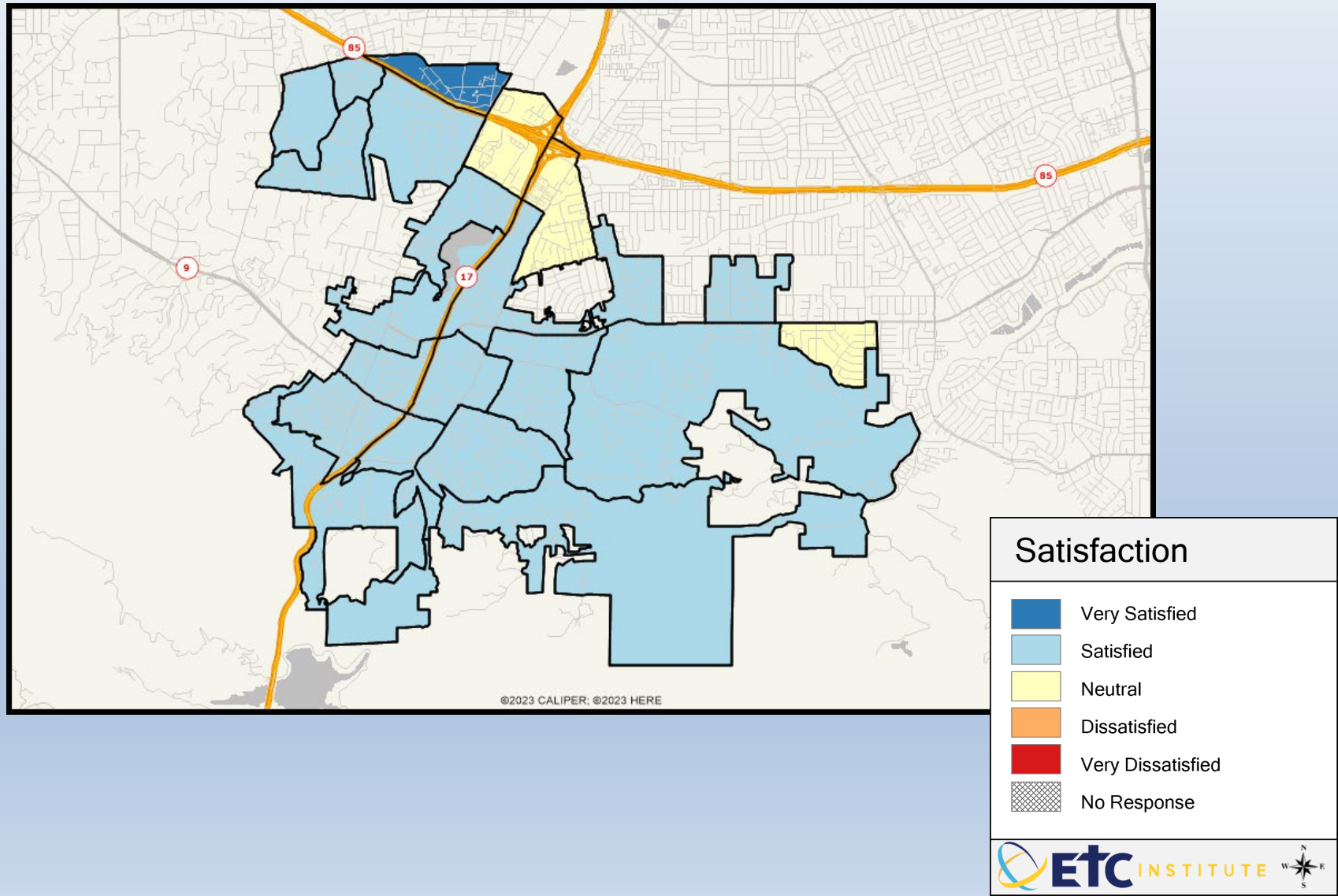
- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

ITEM NO. 25.

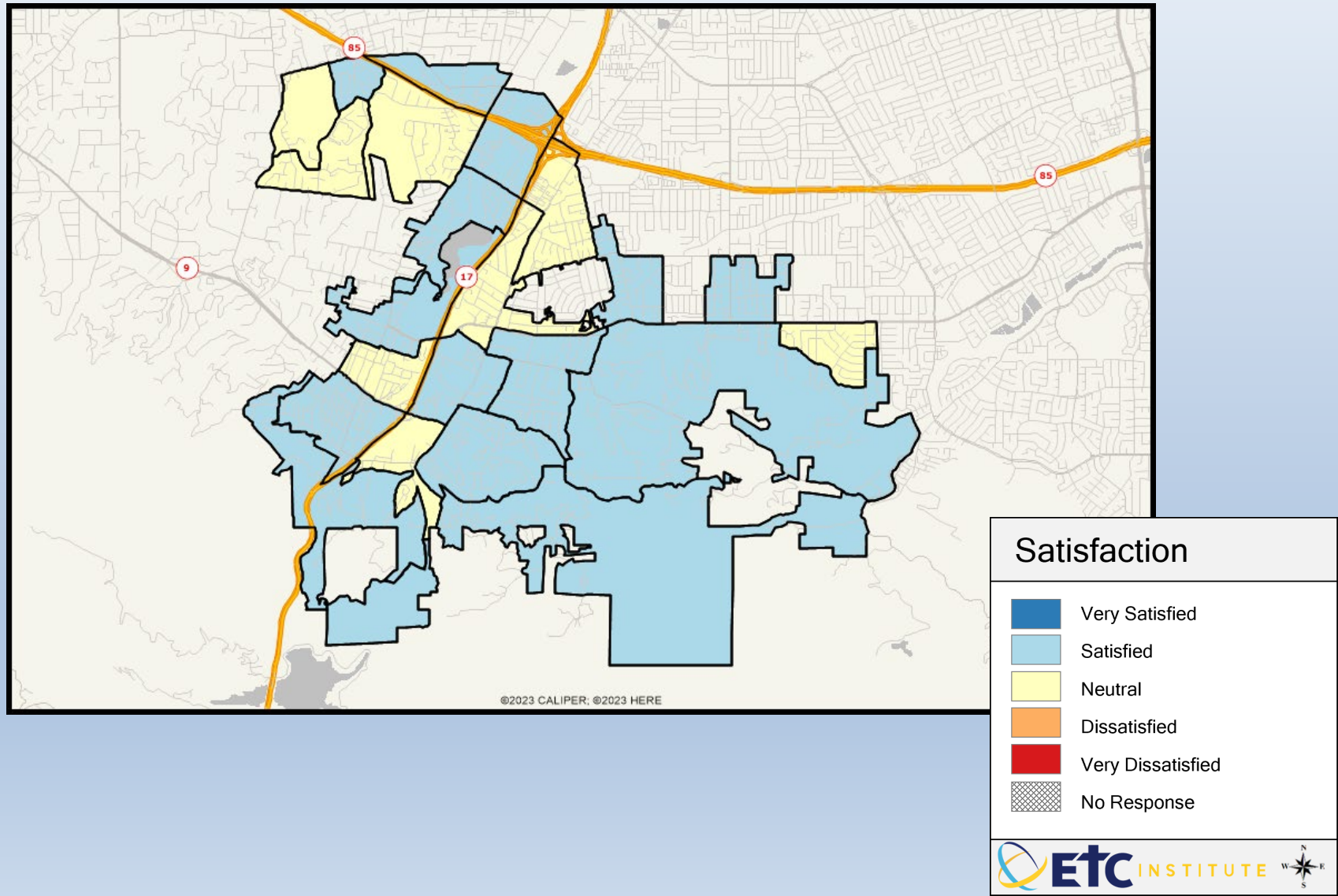
Q7.06 - Accessibility of streets, sidewalks, and buildings for people with disabilities

Mean: 3.76



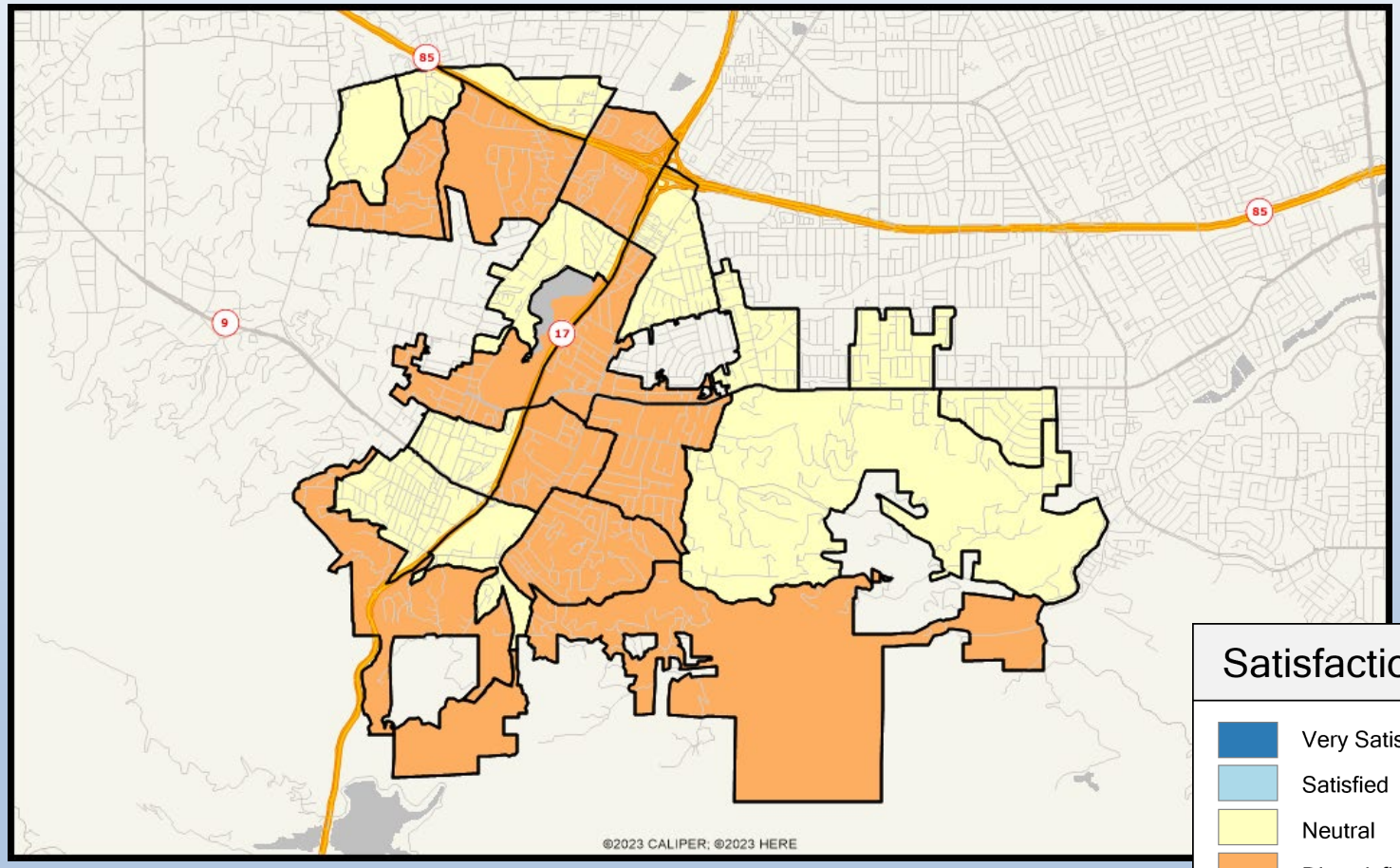
Q7.07 - Quality of on-street bicycle infrastructure (bike lanes/wayfinding signs)

Mean: 3.54



ITEM NO. 25.

Q7.08 - Flow of traffic on Town streets
Mean: 2.57



Satisfaction

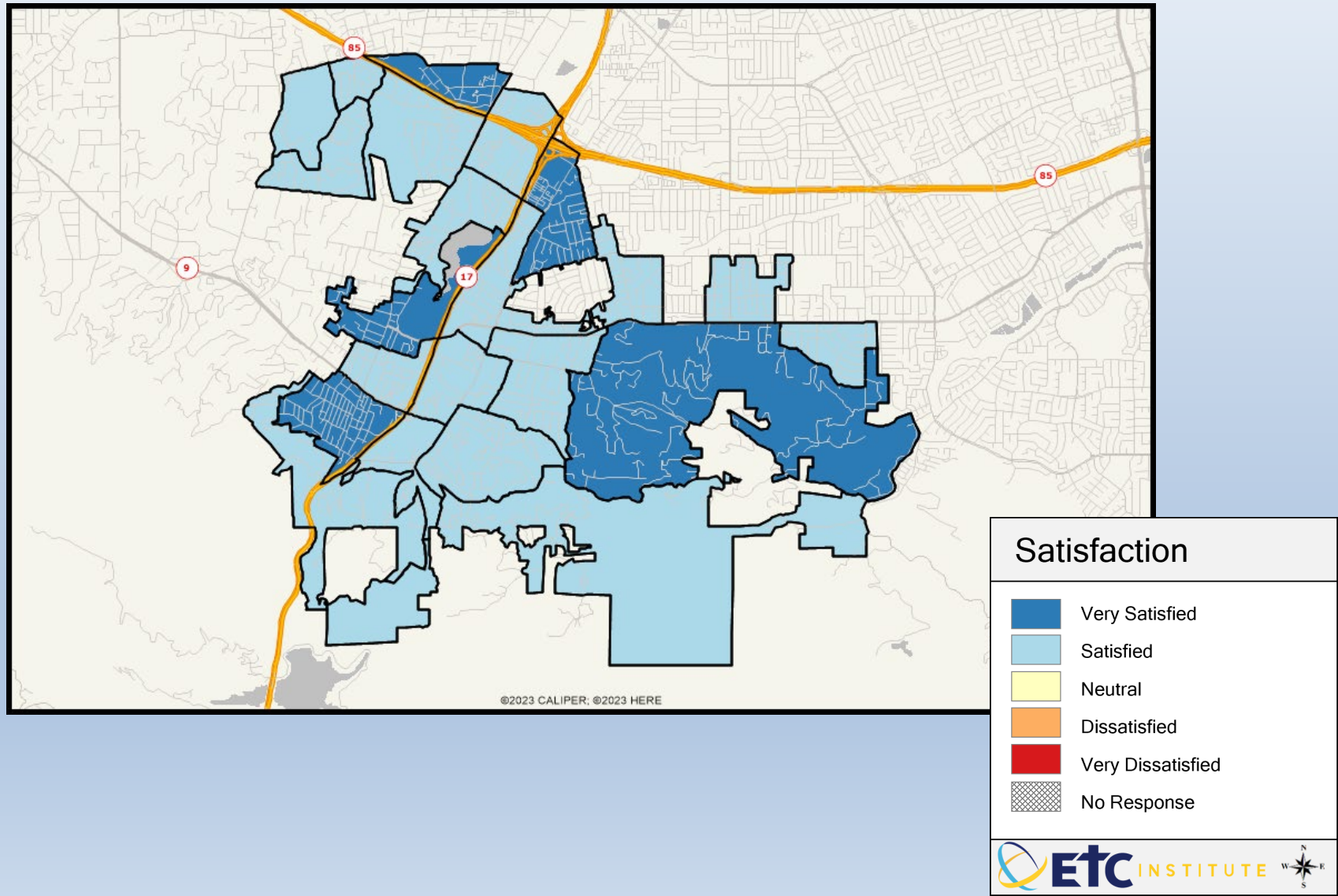
- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

ITEM NO. 25.

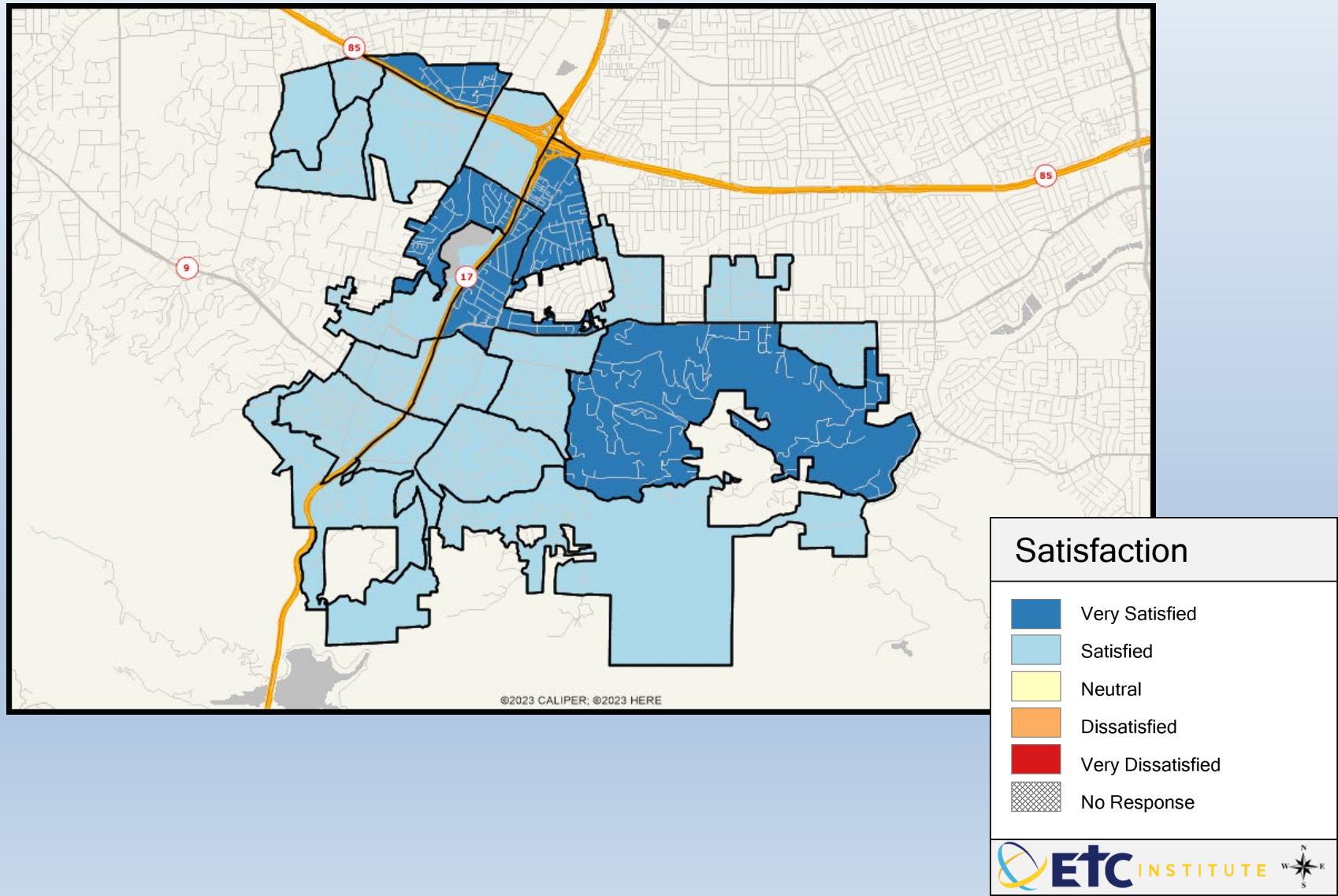
Q7.09 - Overall cleanliness of Town streets and other public areas

Mean: 3.97



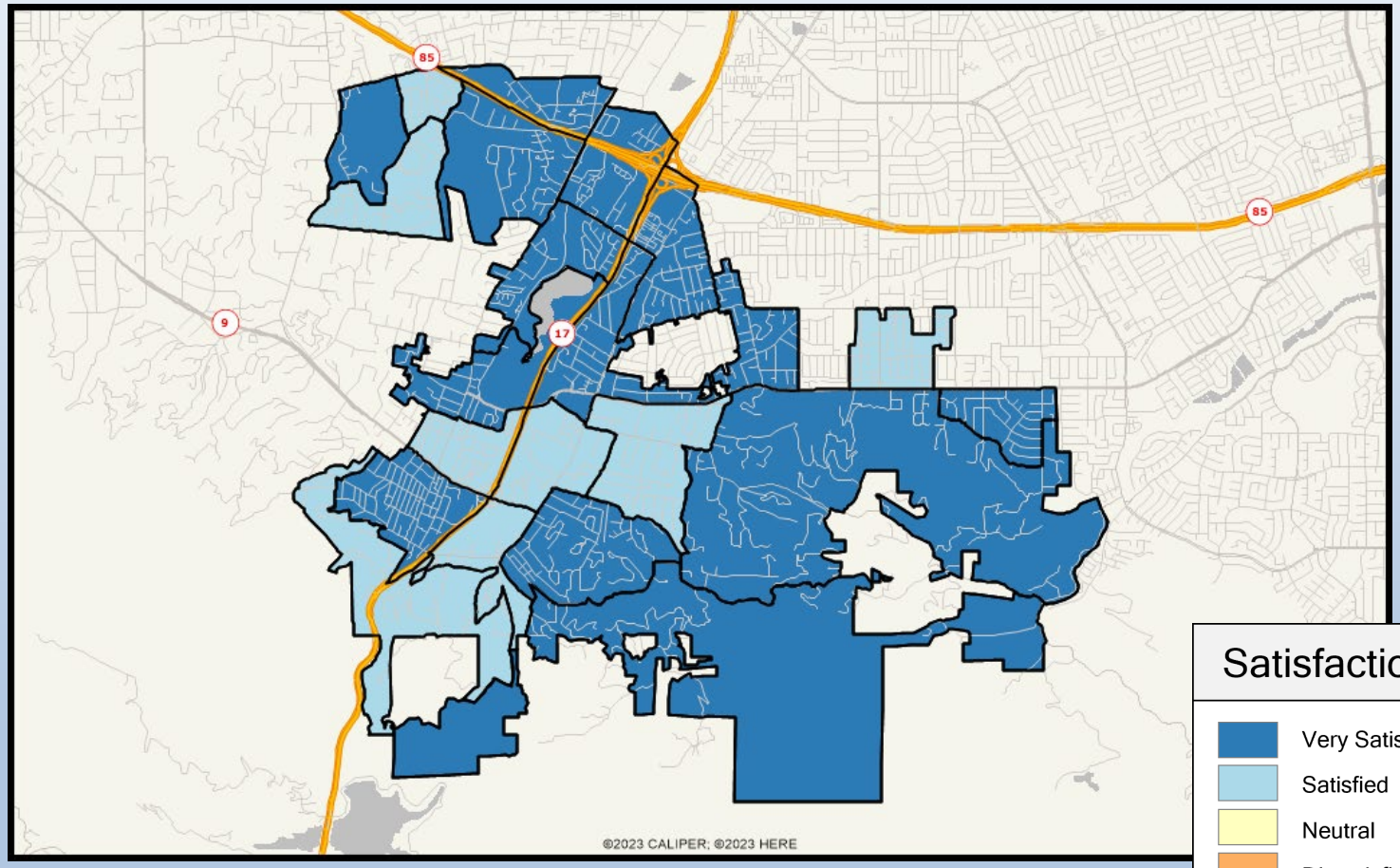
ITEM NO. 25.

Q7.10 - Condition of Town buildings and facilities
Mean: 4.04



ITEM NO. 25.

Q9.01 - Maintenance of Town parks
Mean: 4.27



Satisfaction

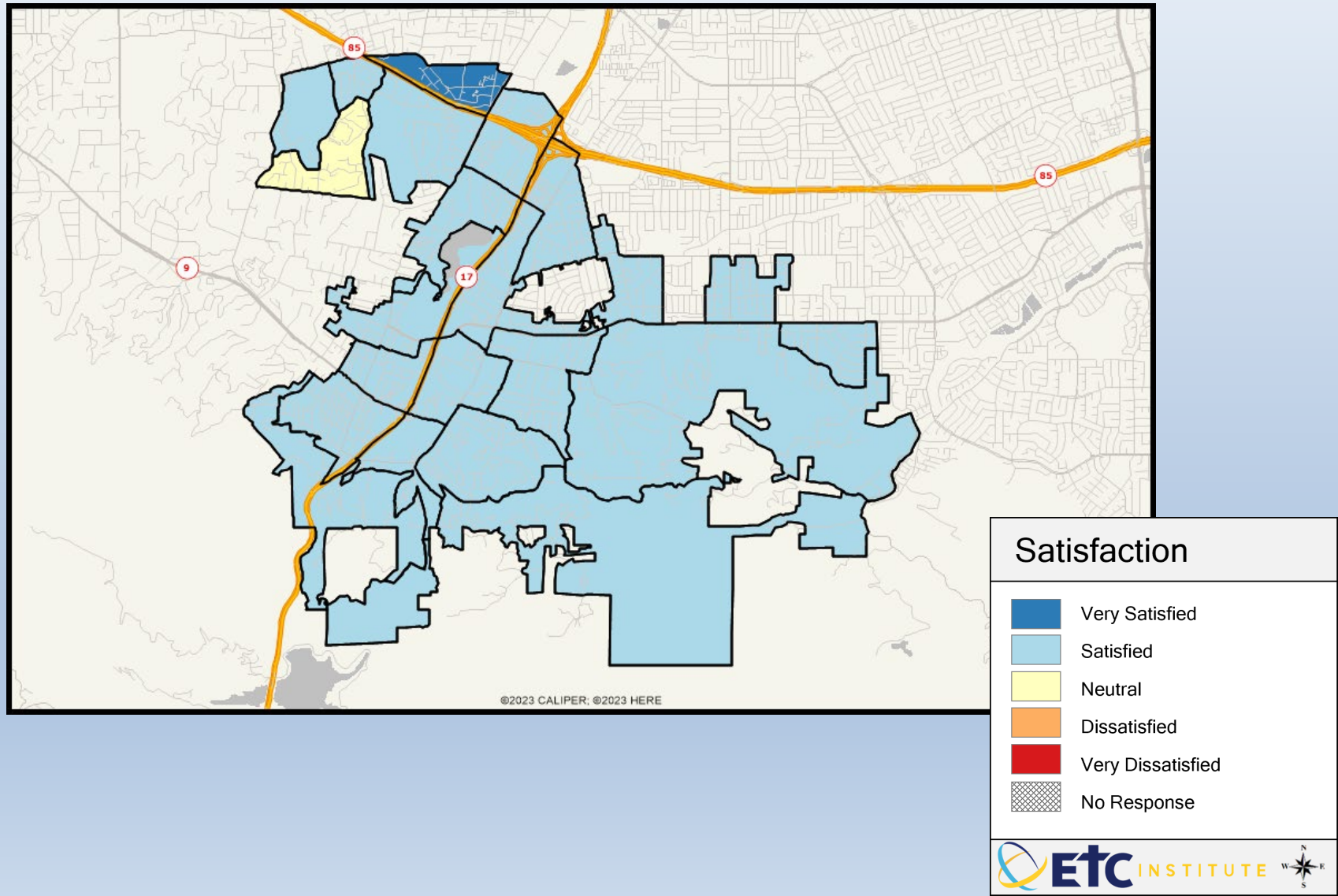
- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

Q9.02 - Quality of other recreation facilities - tennis/pickleball courts

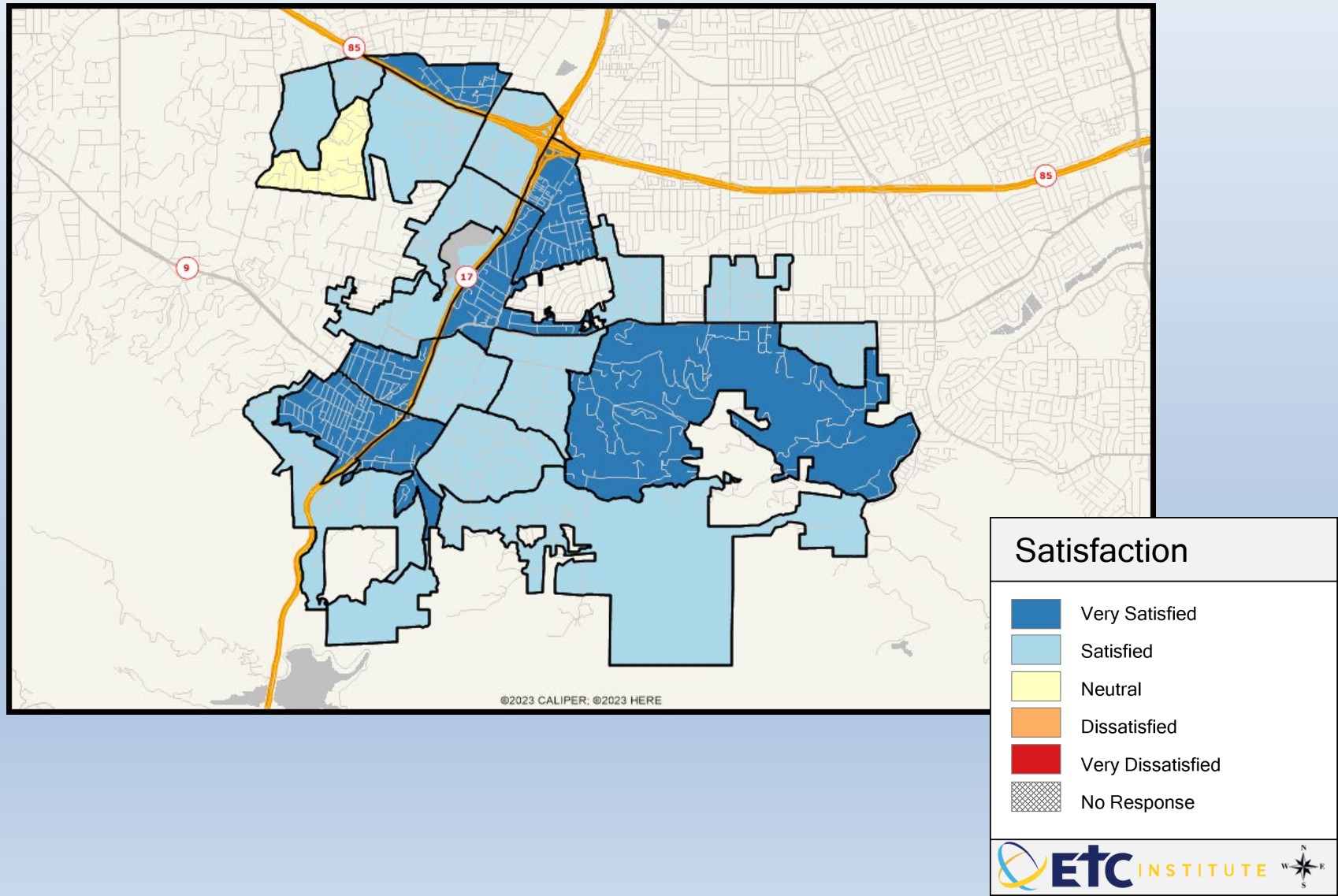
ITEM NO. 25.

Mean: 3.82



ITEM NO. 25.

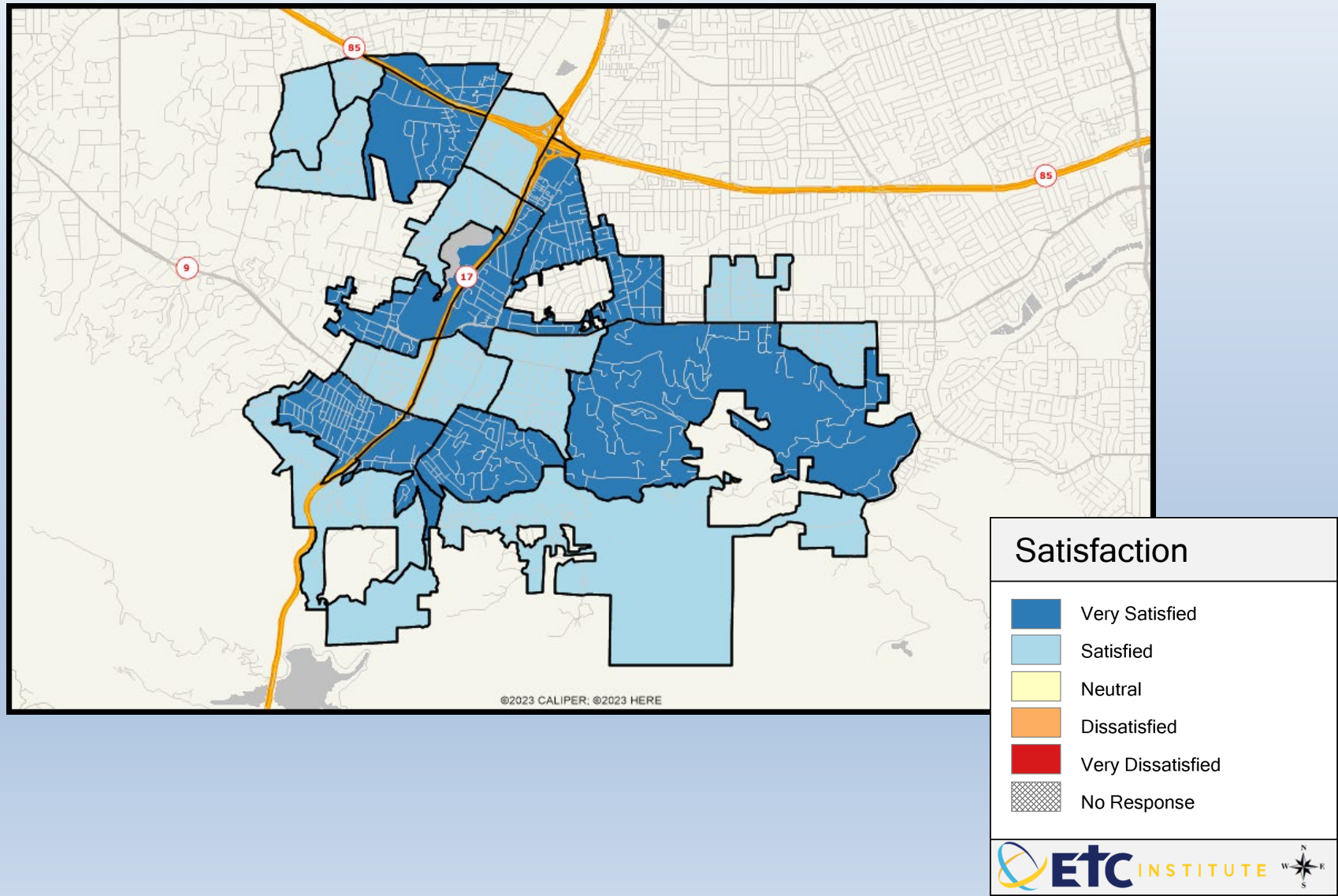
Q9.03 - Quality of customer service from Parks employees
Mean: 4.02



Q9.04 - Quality of facilities such as picnic areas and playgrounds in Town parks

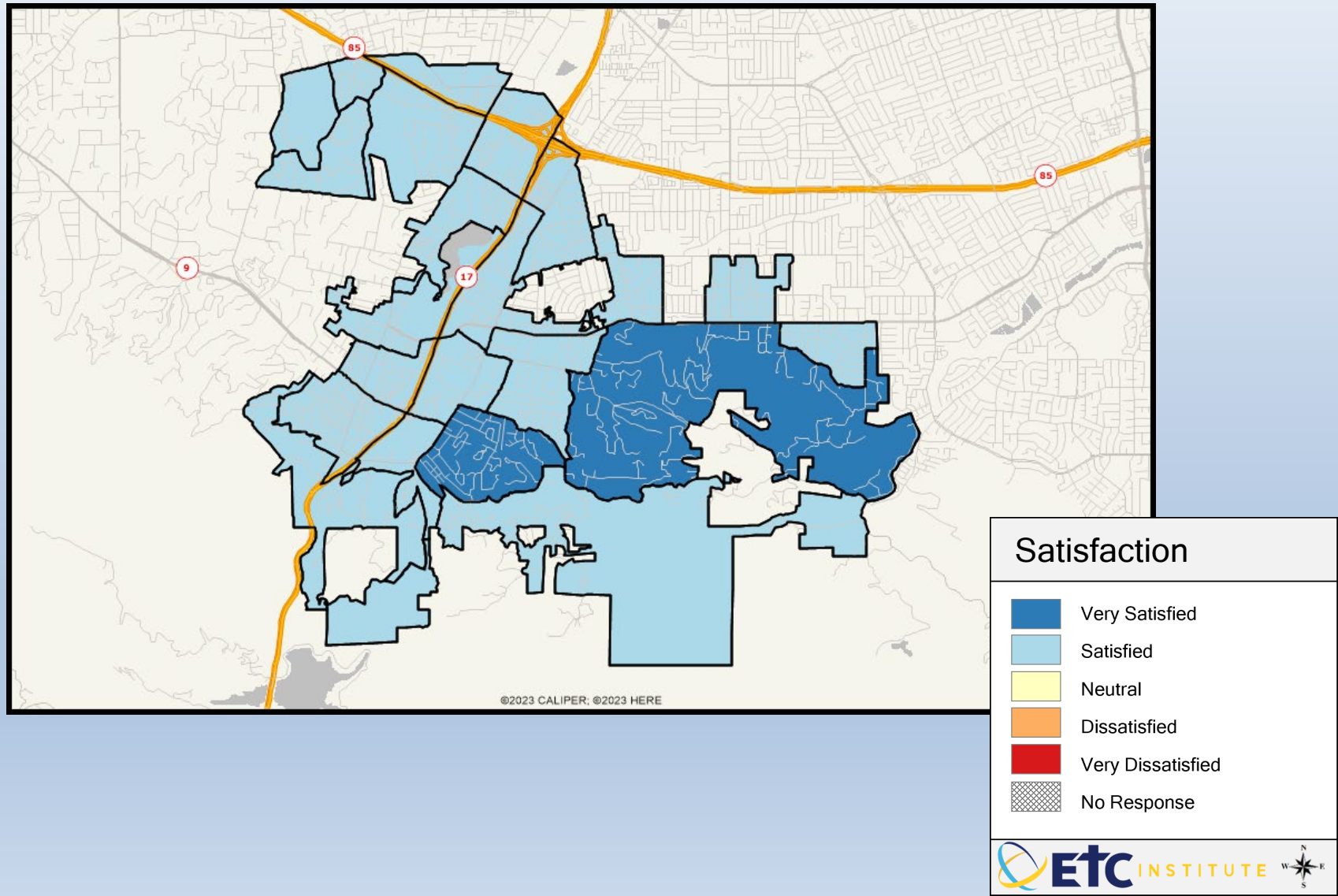
Mean: 4.09

ITEM NO. 25.



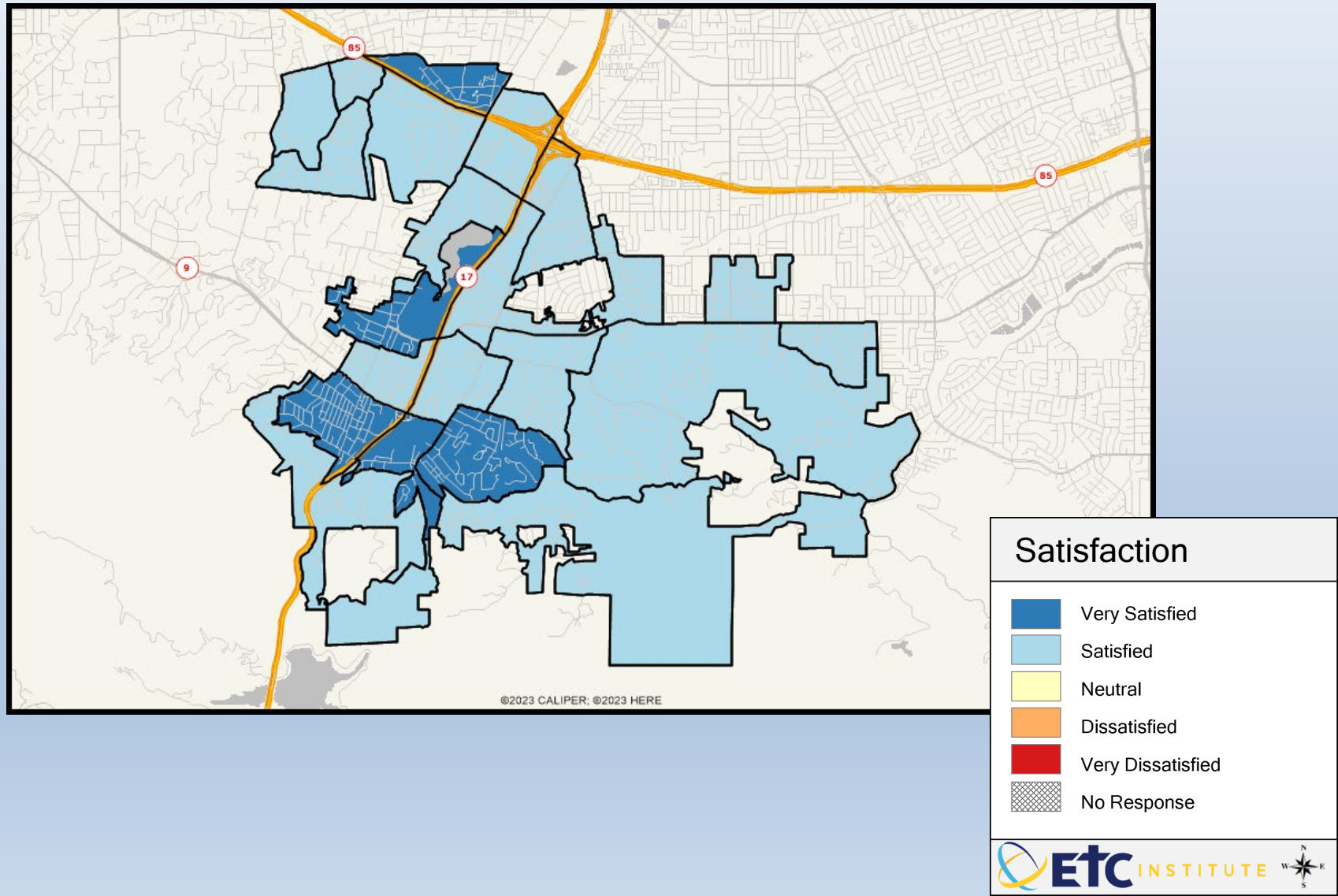
Q9.05 - Quality of Town outdoor athletic fields (e.g., baseball and soccer)

Mean: 3.99



ITEM NO. 25.

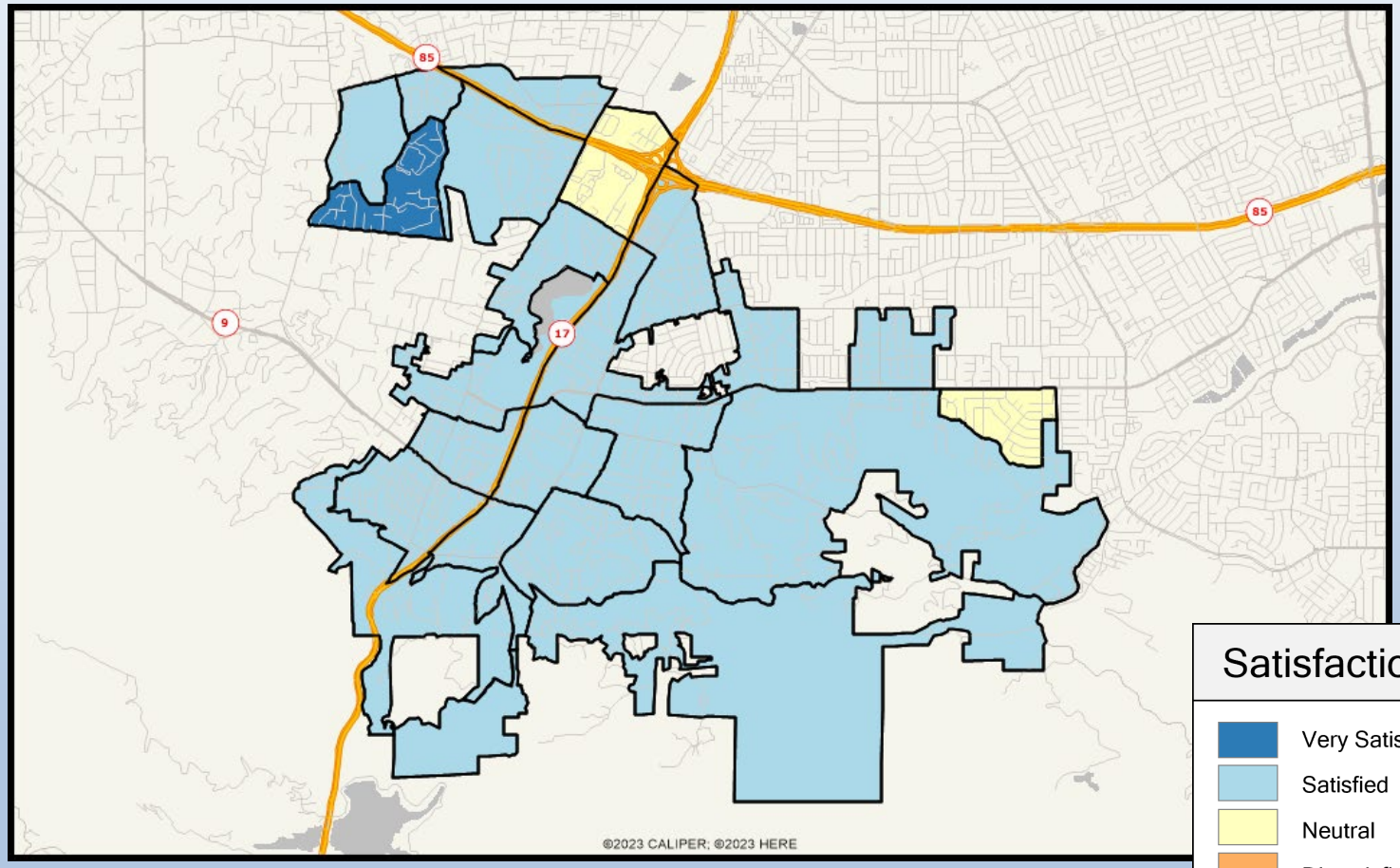
Q9.06 - Walking and biking trails in the Town
Mean: 4.1



ITEM NO. 25.

Q11.01 - Access to healthy food that you can affo

Mean: 3.75



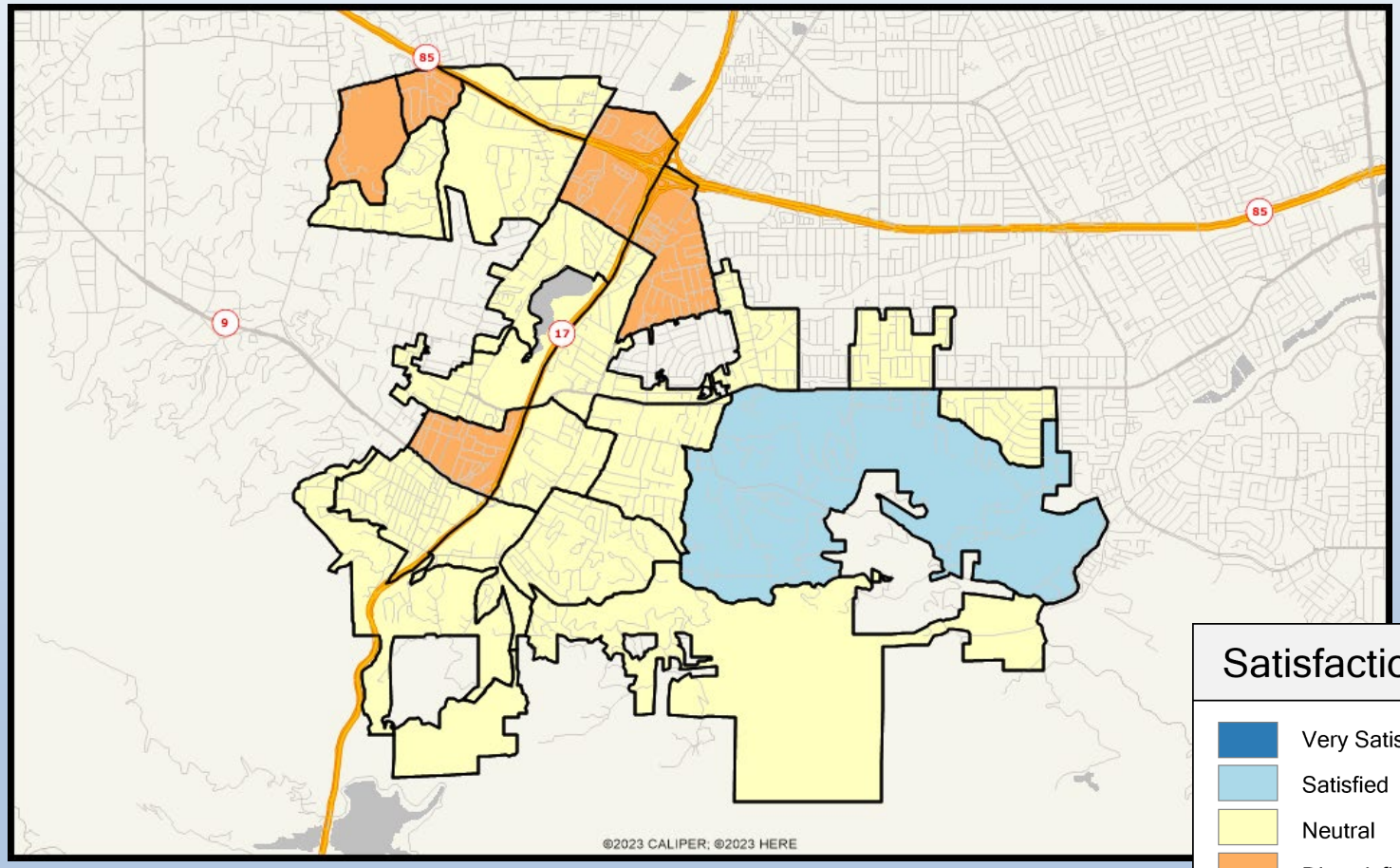
Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

ITEM NO. 25.

Q11.02 - Access to quality childcare that you can aff
Mean: 2.94



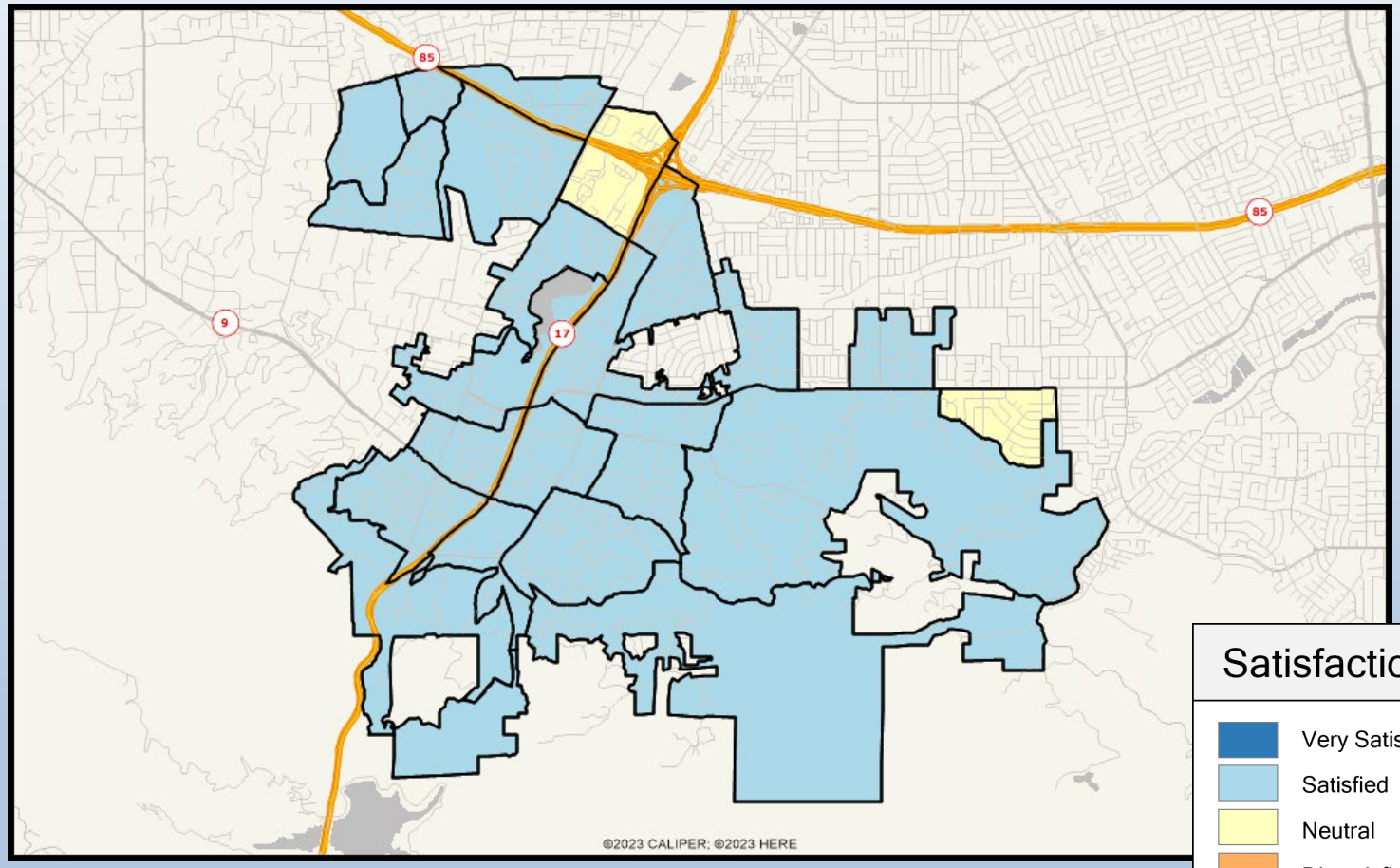
Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

ITEM NO. 25.

Q11.03 - Access to quality health care that you can afford
Mean: 3.74



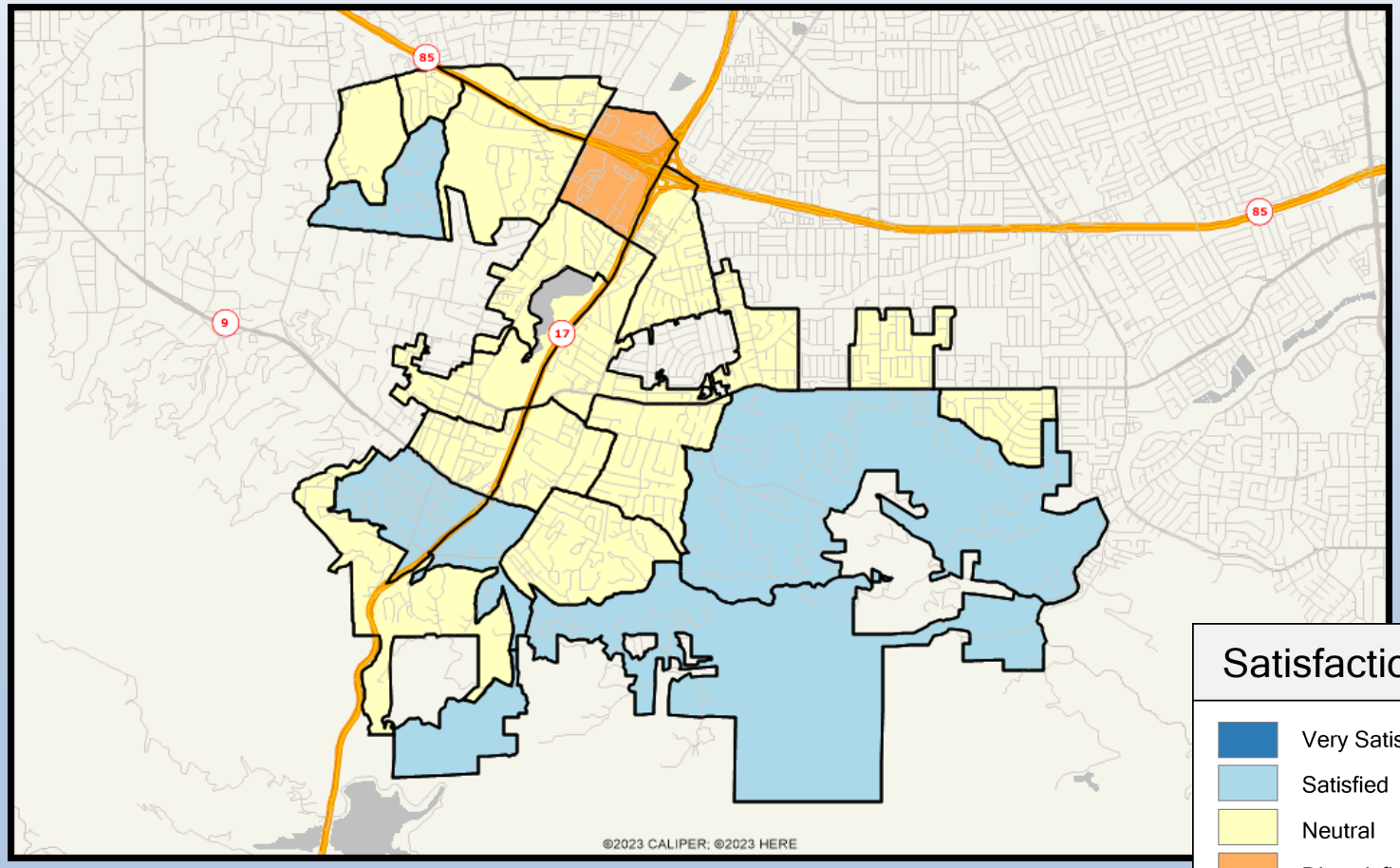
Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

ITEM NO. 25.

Q11.04 - Access to quality housing you can afford
Mean: 3.04



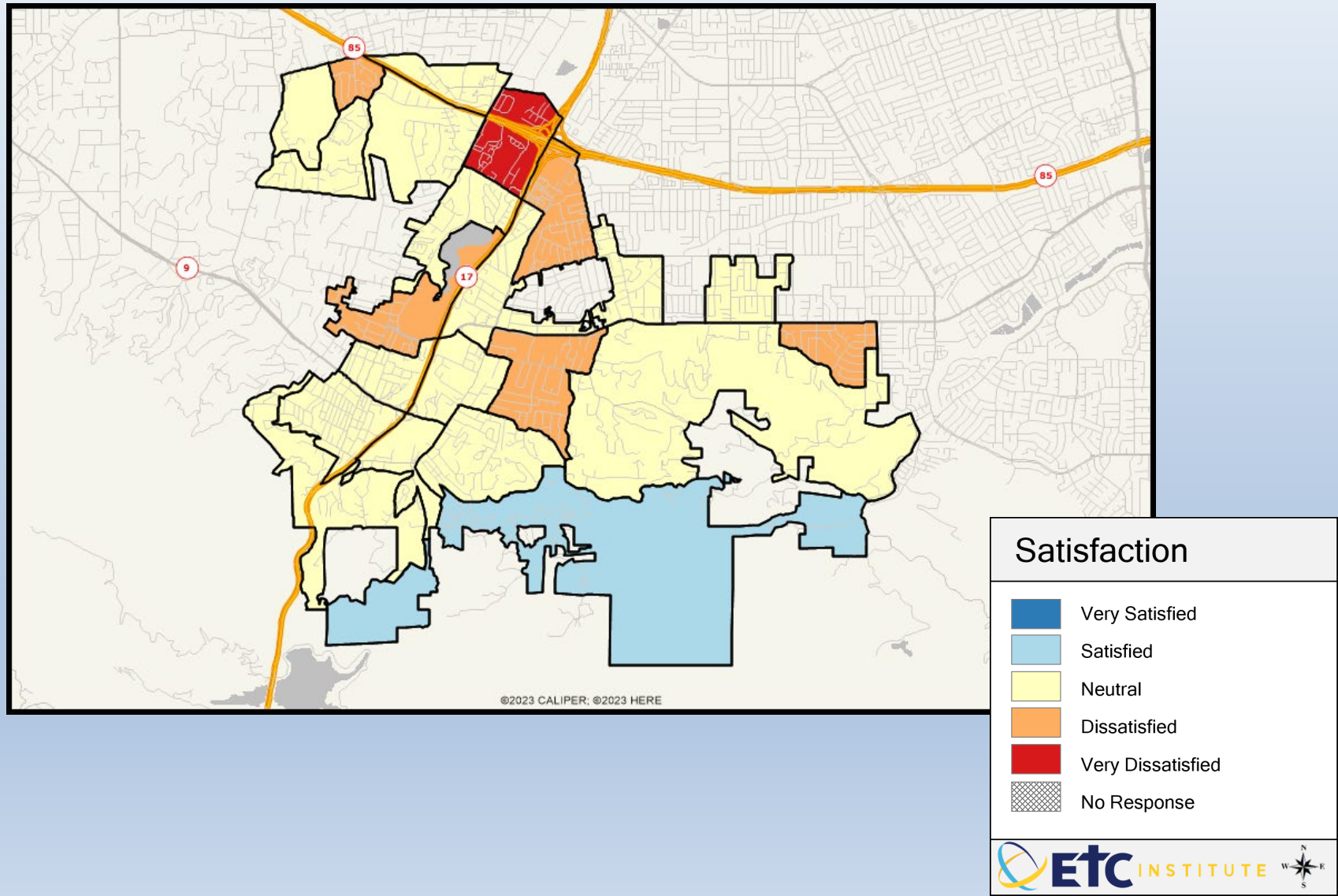
Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

ITEM NO. 25.

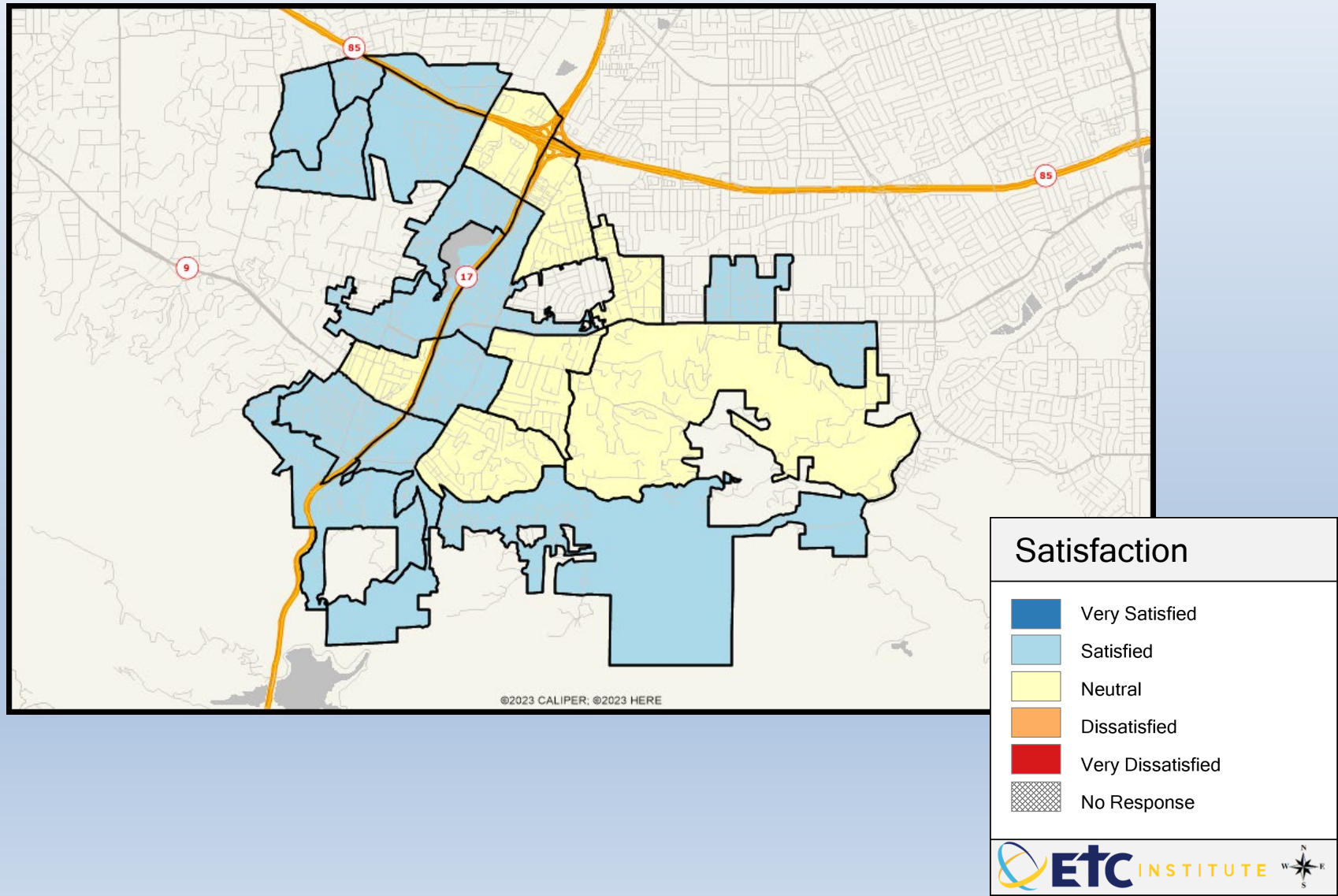
Q11.05 - Availability of adequate and affordable housing units
Mean: 2.75



ITEM NO. 25.

Q11.06 - The variety and number of businesses available in Los Gatos

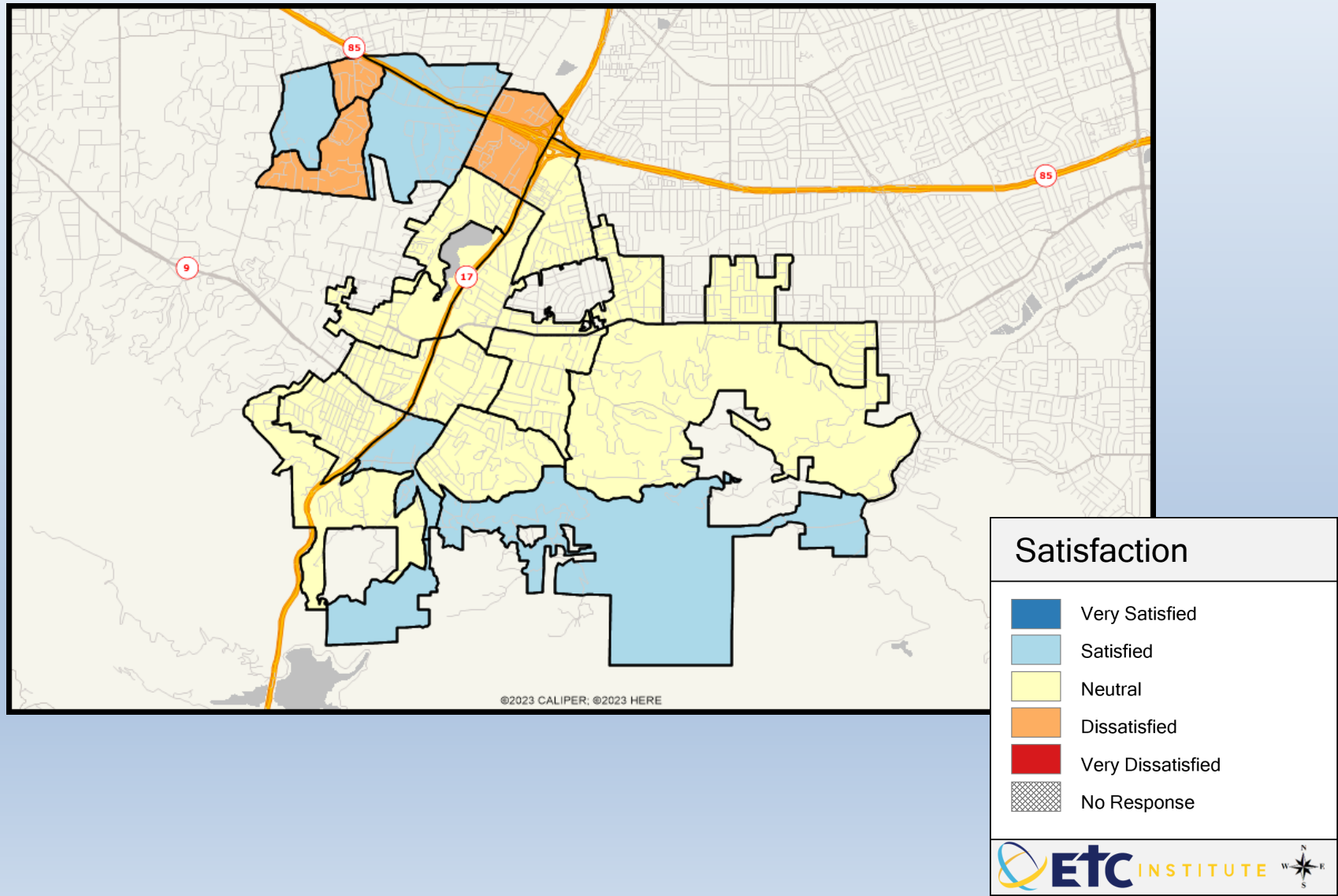
Mean: 3.48



ITEM NO. 25.

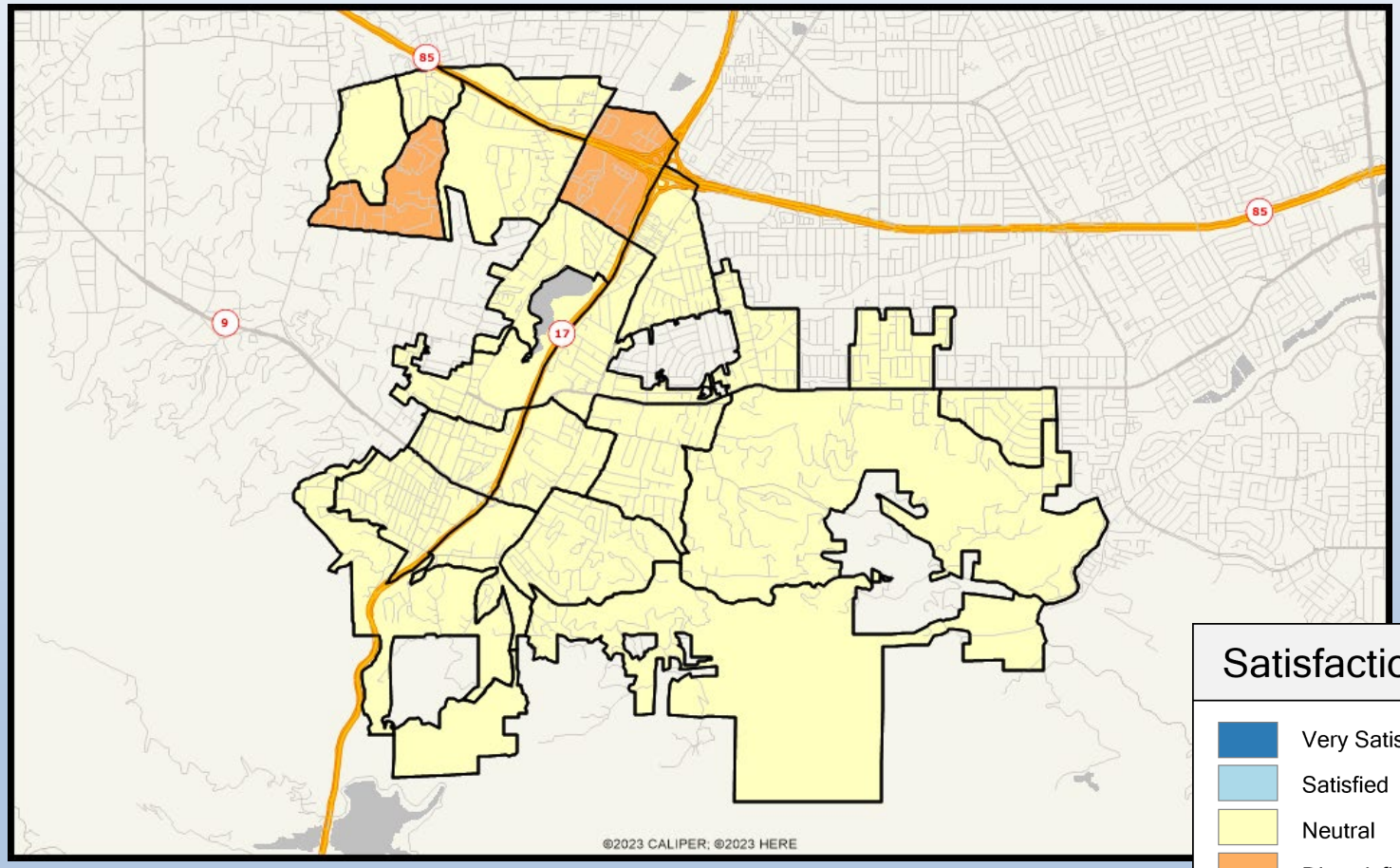
Q11.07 - Support for entrepreneurs and small business owners available in the Town

Mean: 3.08



ITEM NO. 25.

Q11.08 - Town's efforts to attract new business and tourism
Mean: 3.02



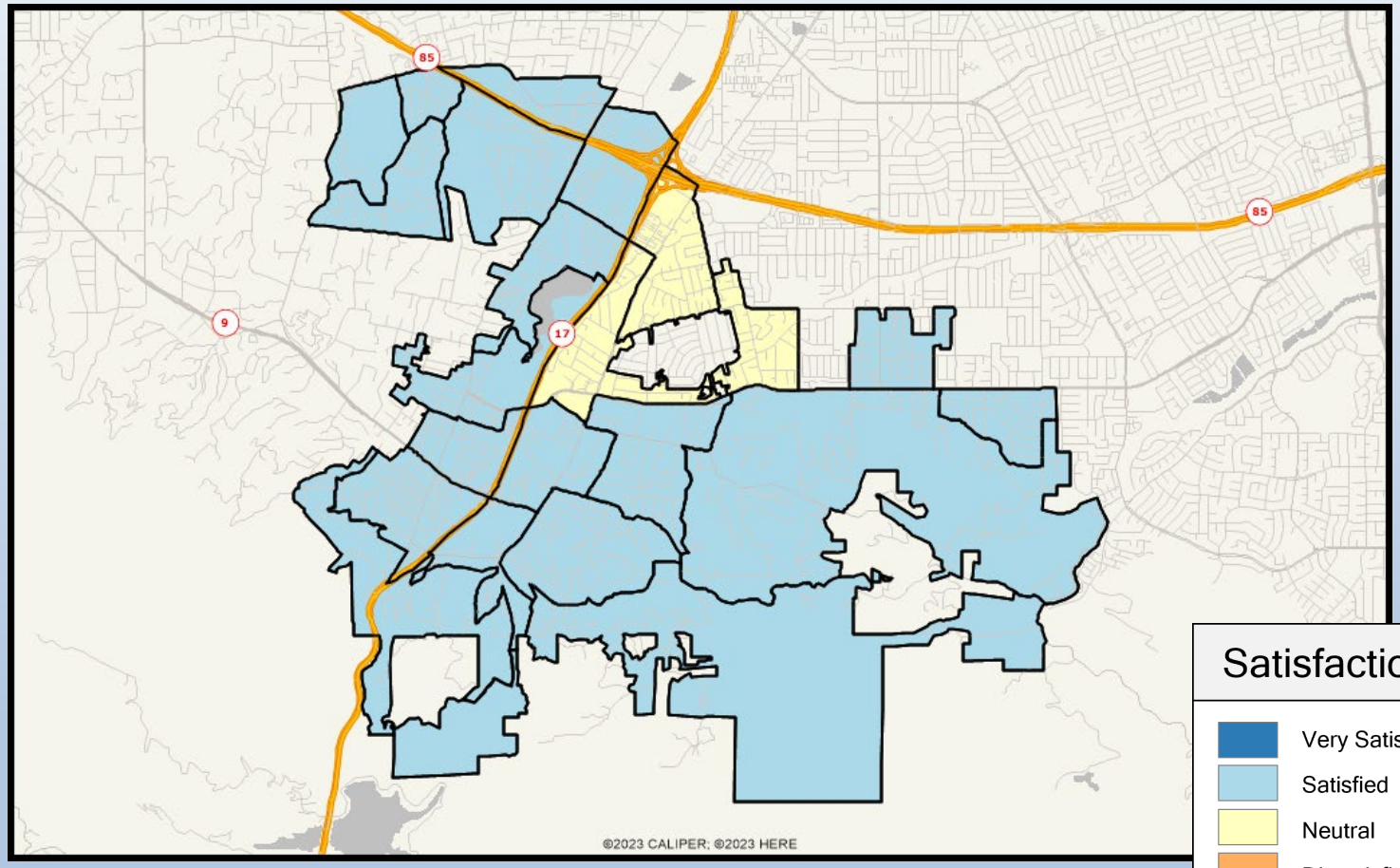
Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

ITEM NO. 25.

Q11.09 - Qualified workforce
Mean: 3.63



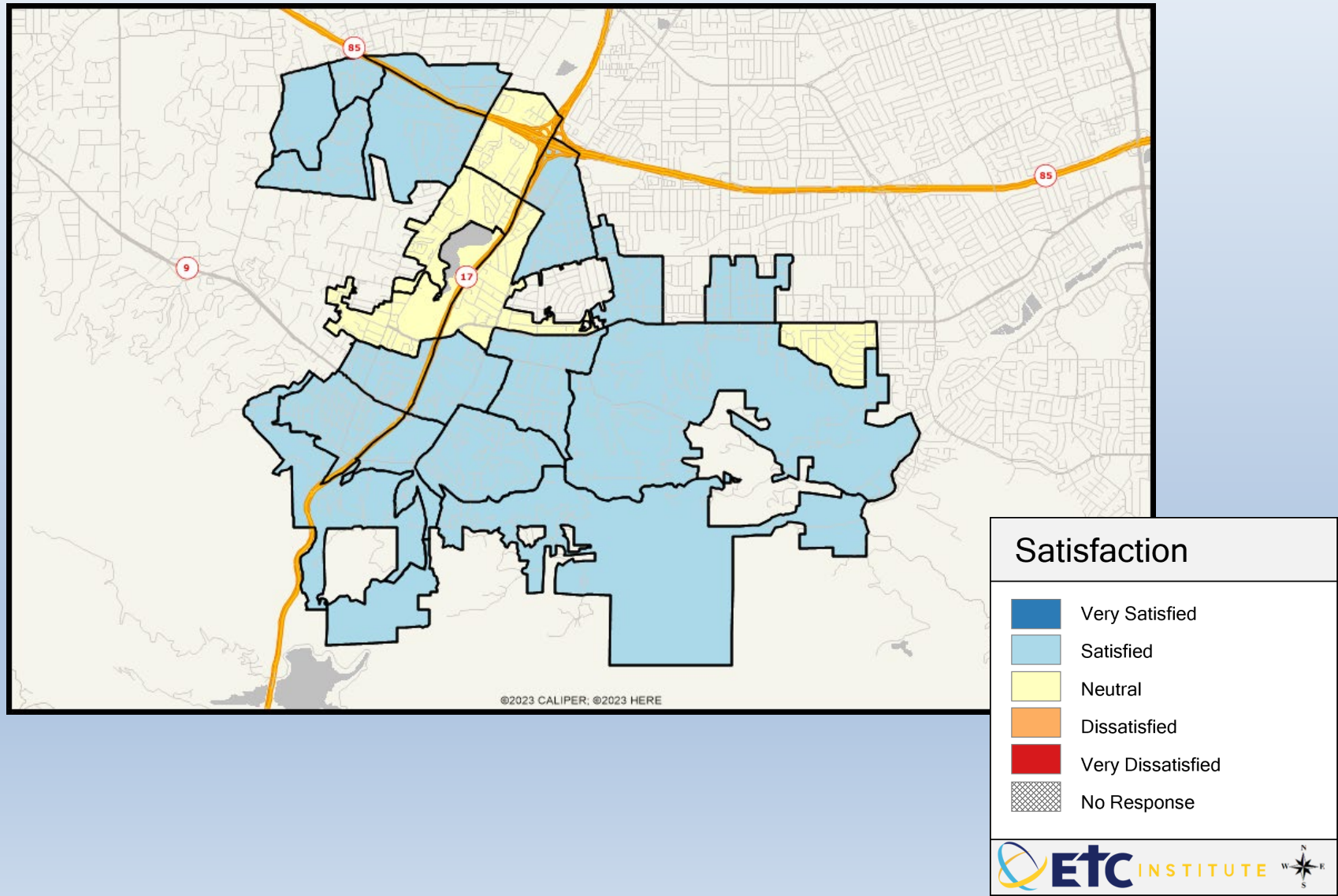
Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

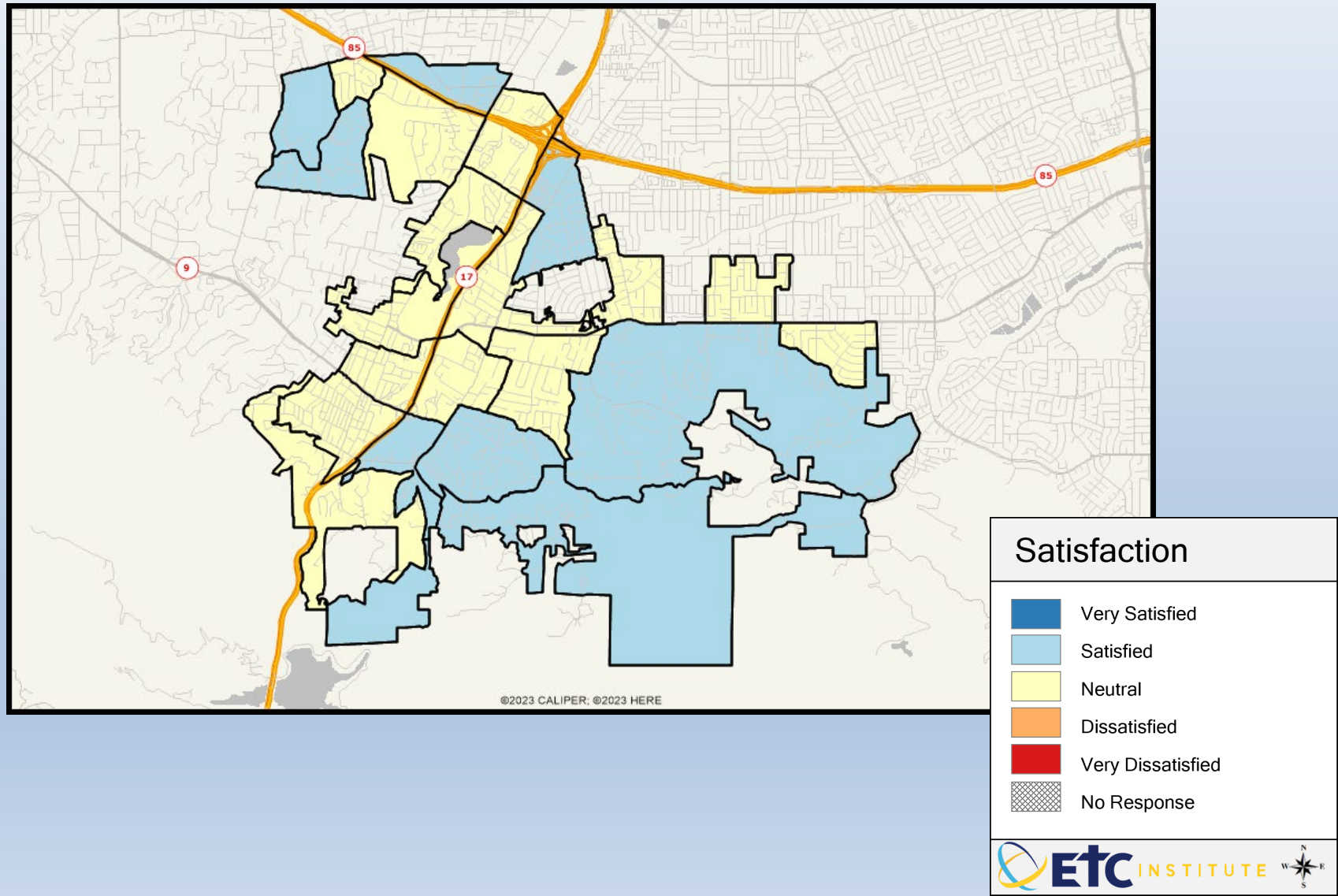
Q16.01 - Access to information about Town Council, Boards, and Commissions meetings (schedules, agendas, videos, audio recordings)

Mean: 3.6



ITEM NO. 25.

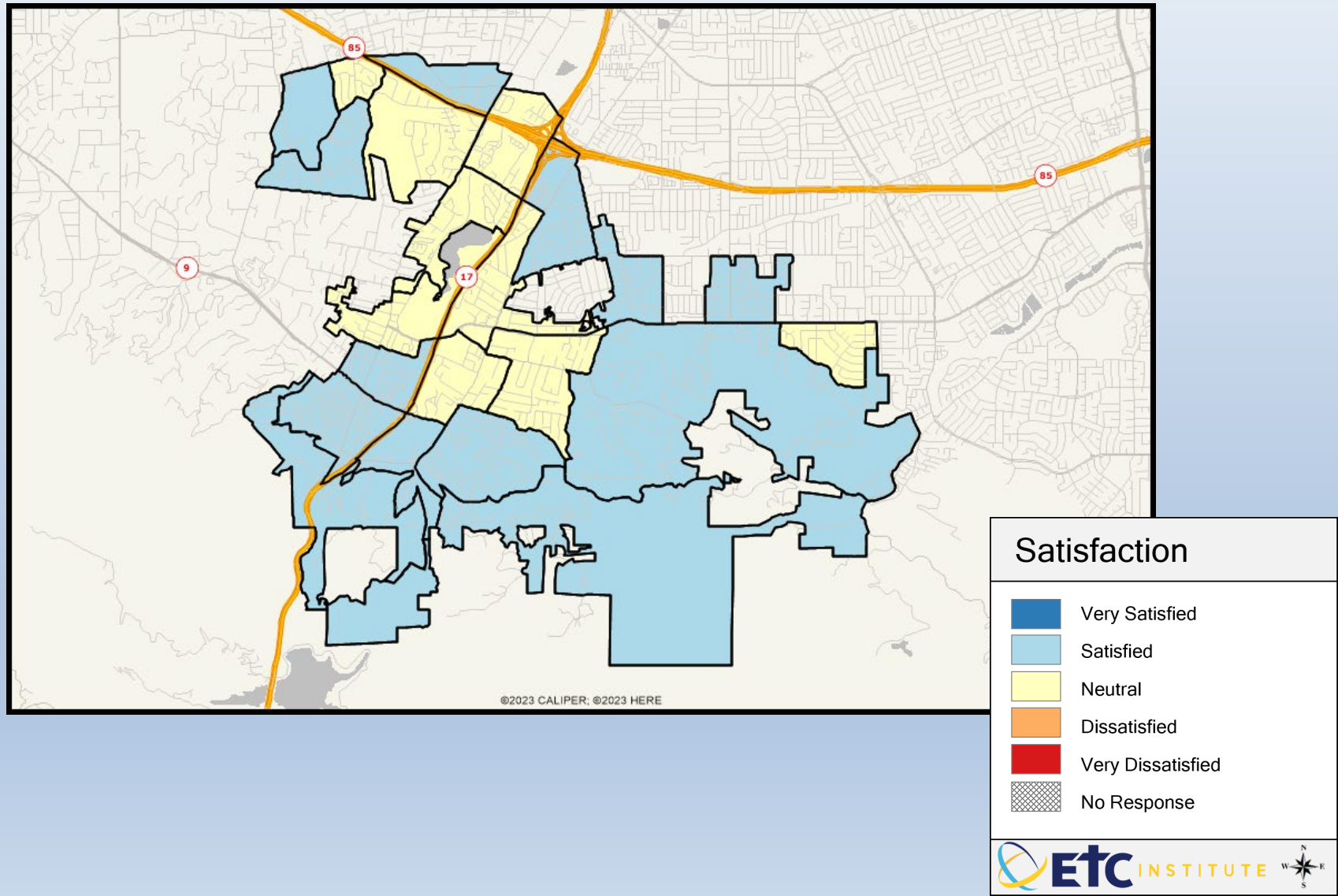
Q16.02 - Access to Finance and Budget informatio
Mean: 3.25



Q16.03 - Availability of information about Town programs and services

ITEM NO. 25.

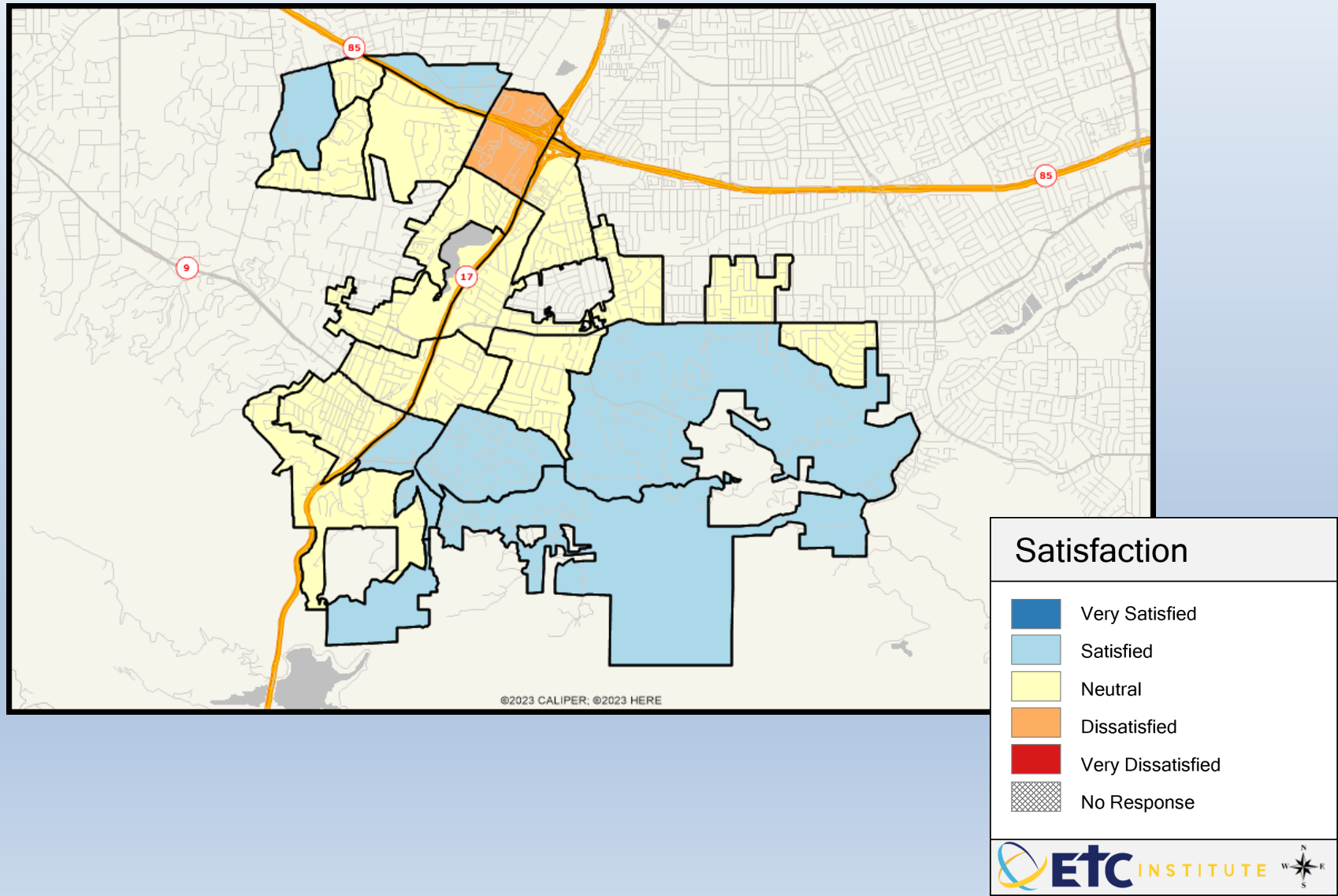
Mean: 3.5



Q16.04 - Efforts by the Town to keep residents informed about local issues

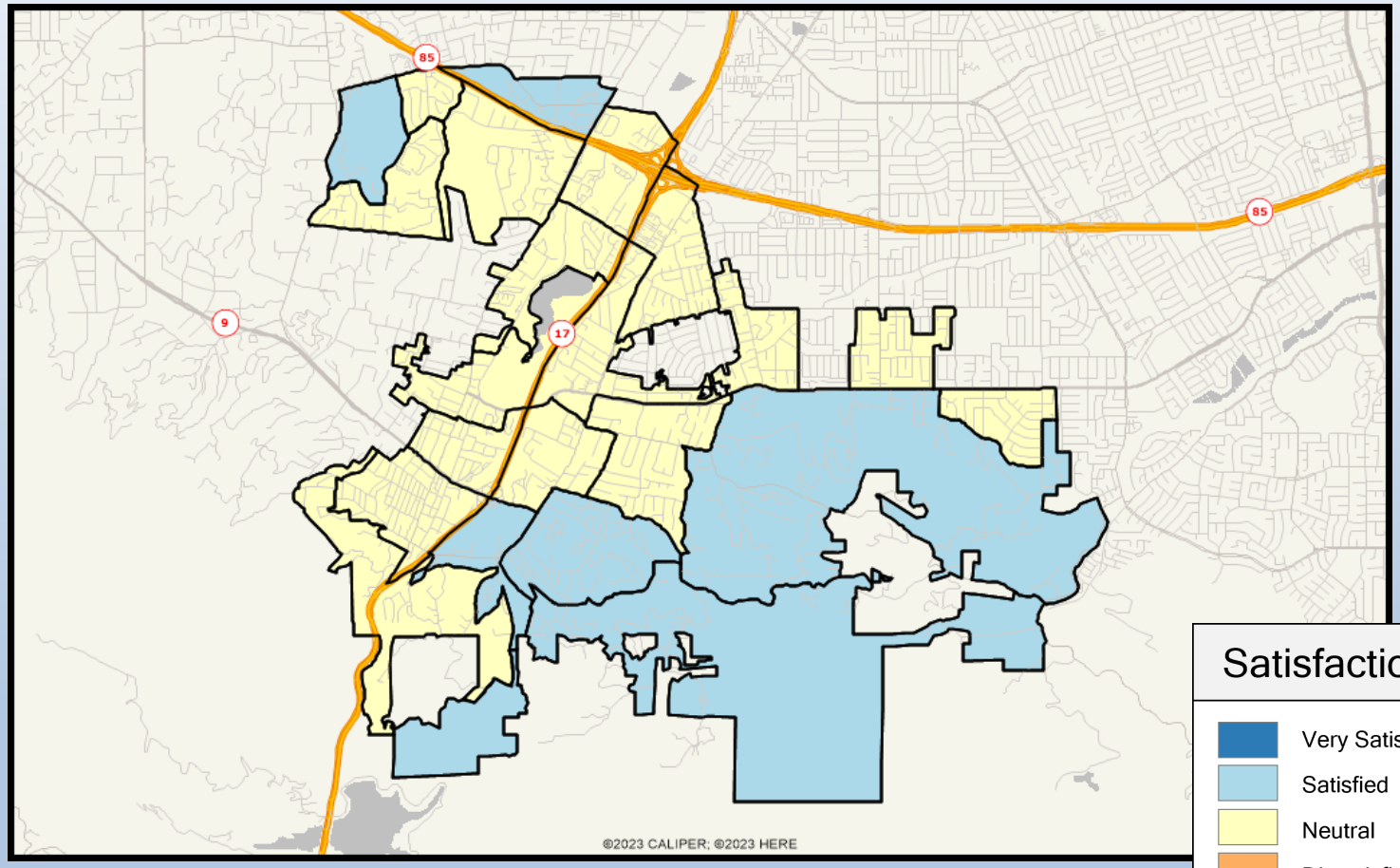
ITEM NO. 25.

Mean: 3.24



ITEM NO. 25.

Q16.05 - Timeliness of information provided by the Town
Mean: 3.24



Satisfaction

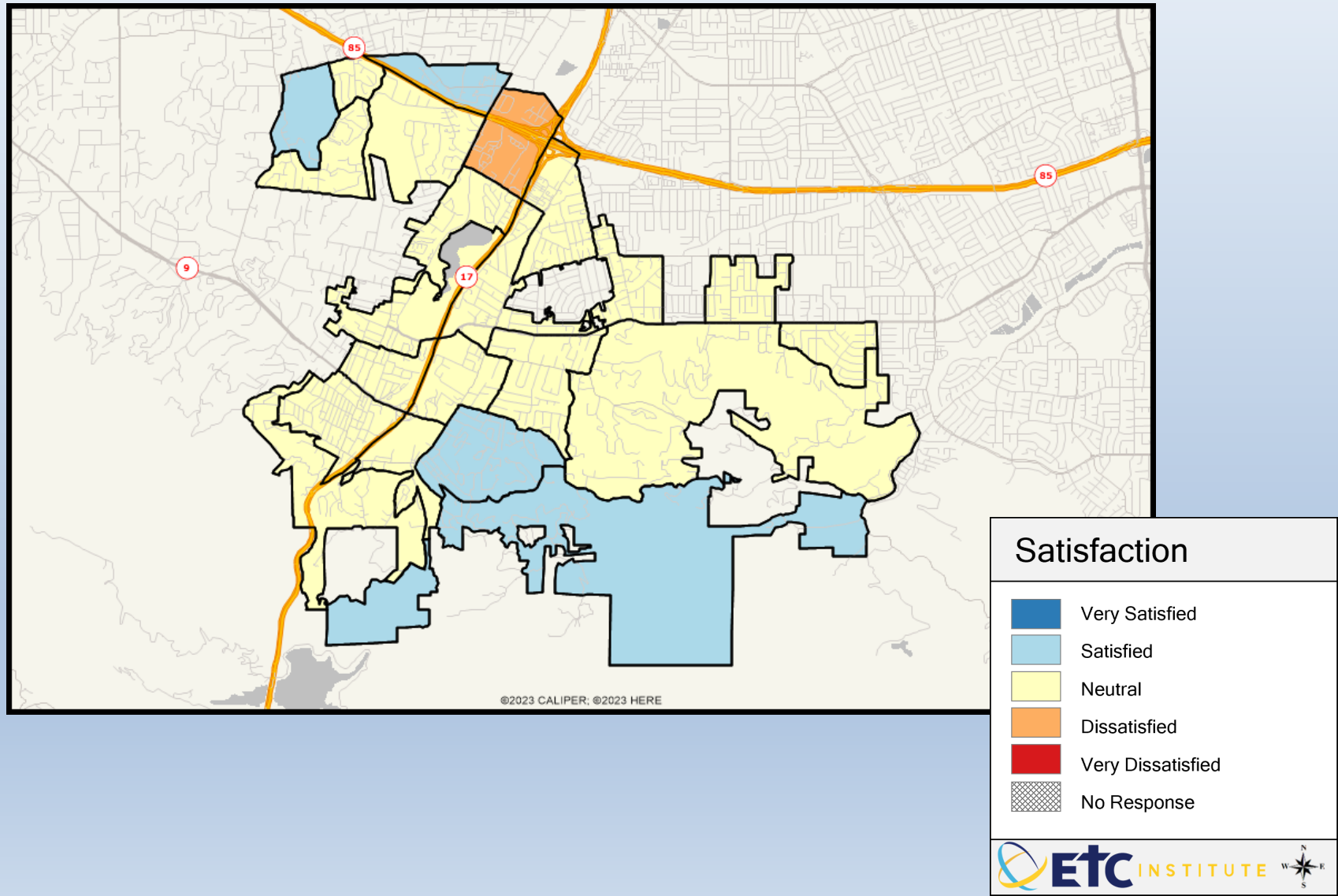
- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

ITEM NO. 25.

Q16.06 - Opportunity to engage/provide input into decisions made by Elected Officials

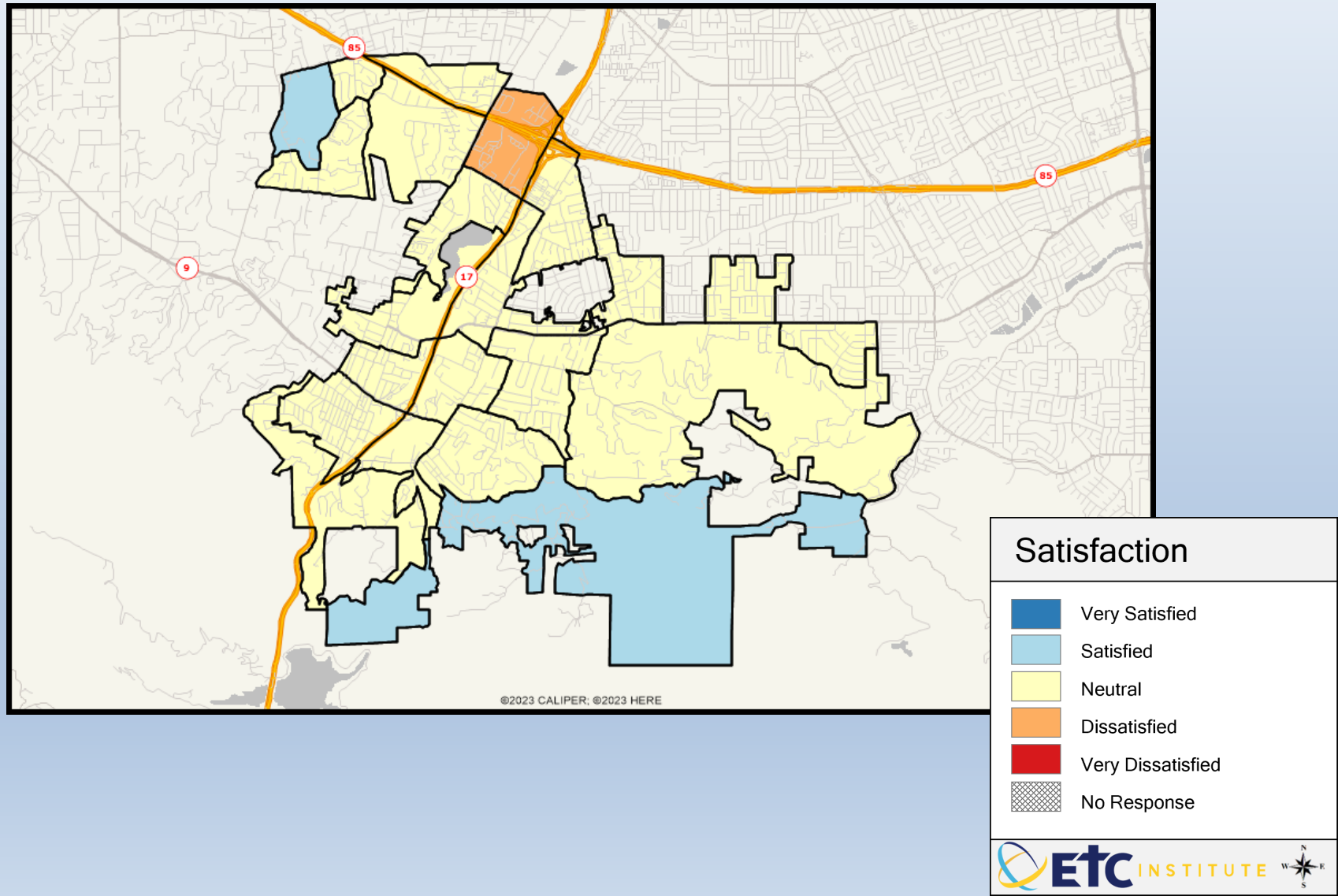
Mean: 3.12



ITEM NO. 25.

Q16.07 - Opportunity to engage in improvements in my neighborhood

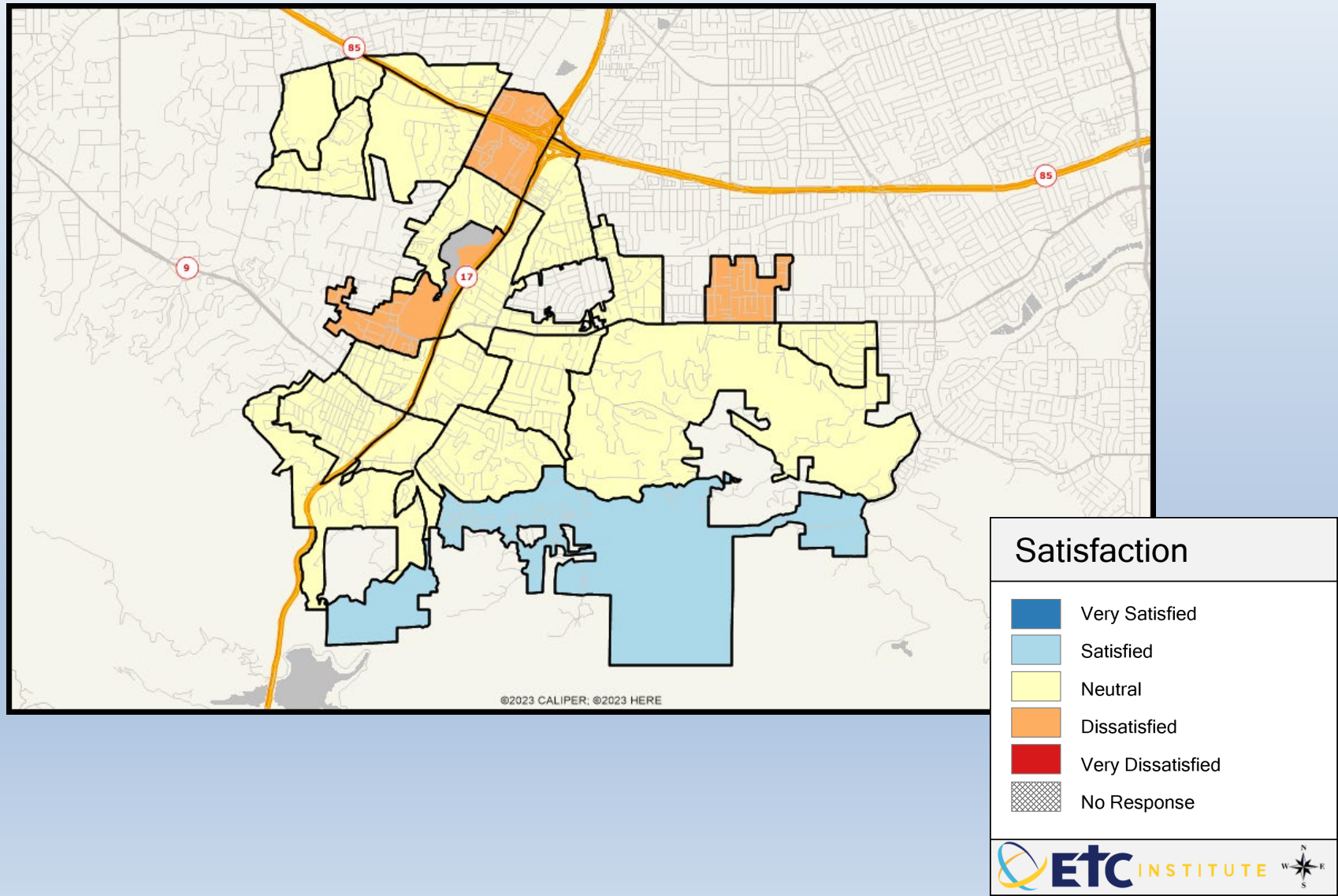
Mean: 2.94



ITEM NO. 25.

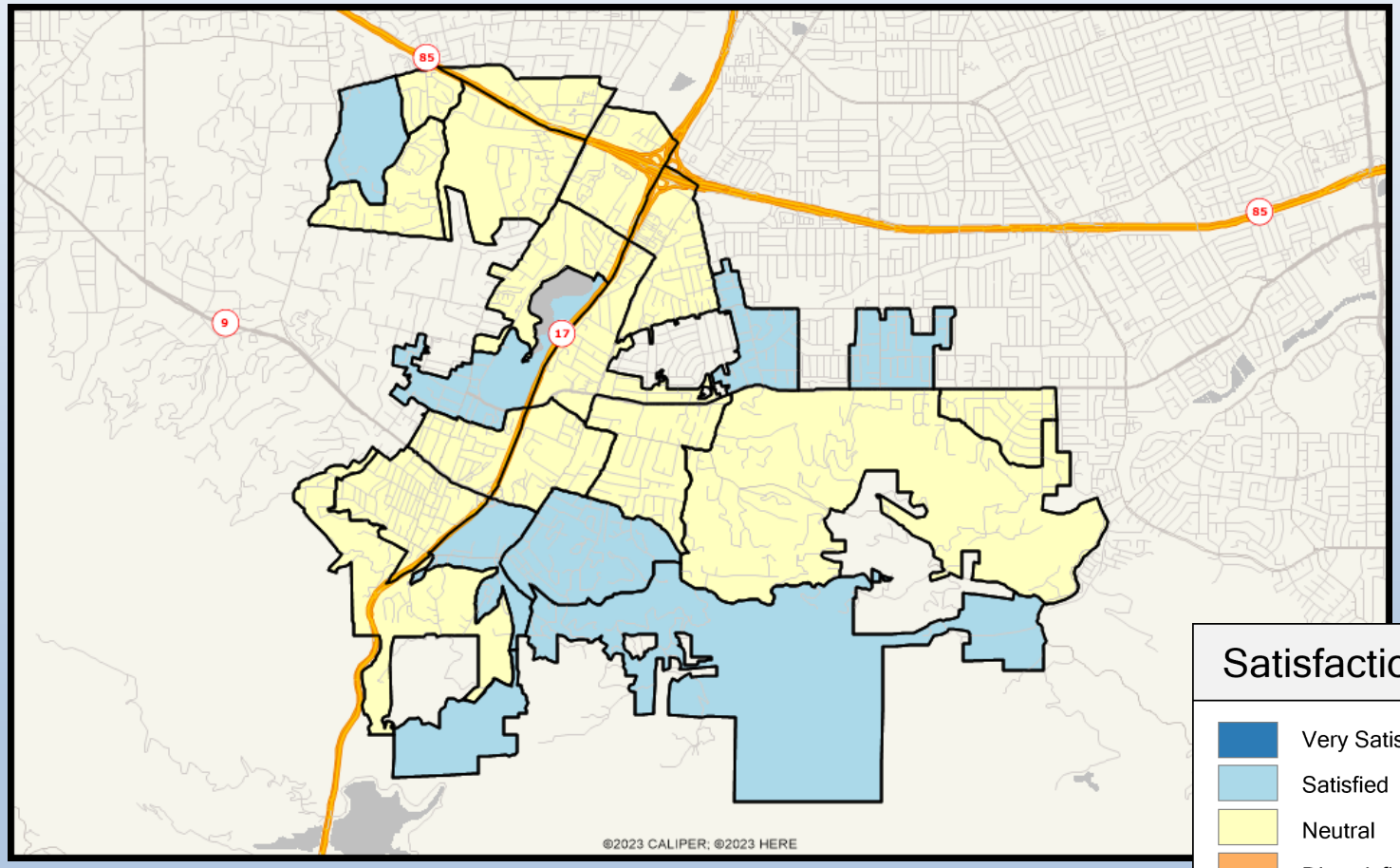
Q16.08 - Opportunity to engage in development projects in my neighborhood

Mean: 2.82



ITEM NO. 25.

Q16.09 - Overall usefulness of Town website
Mean: 3.31



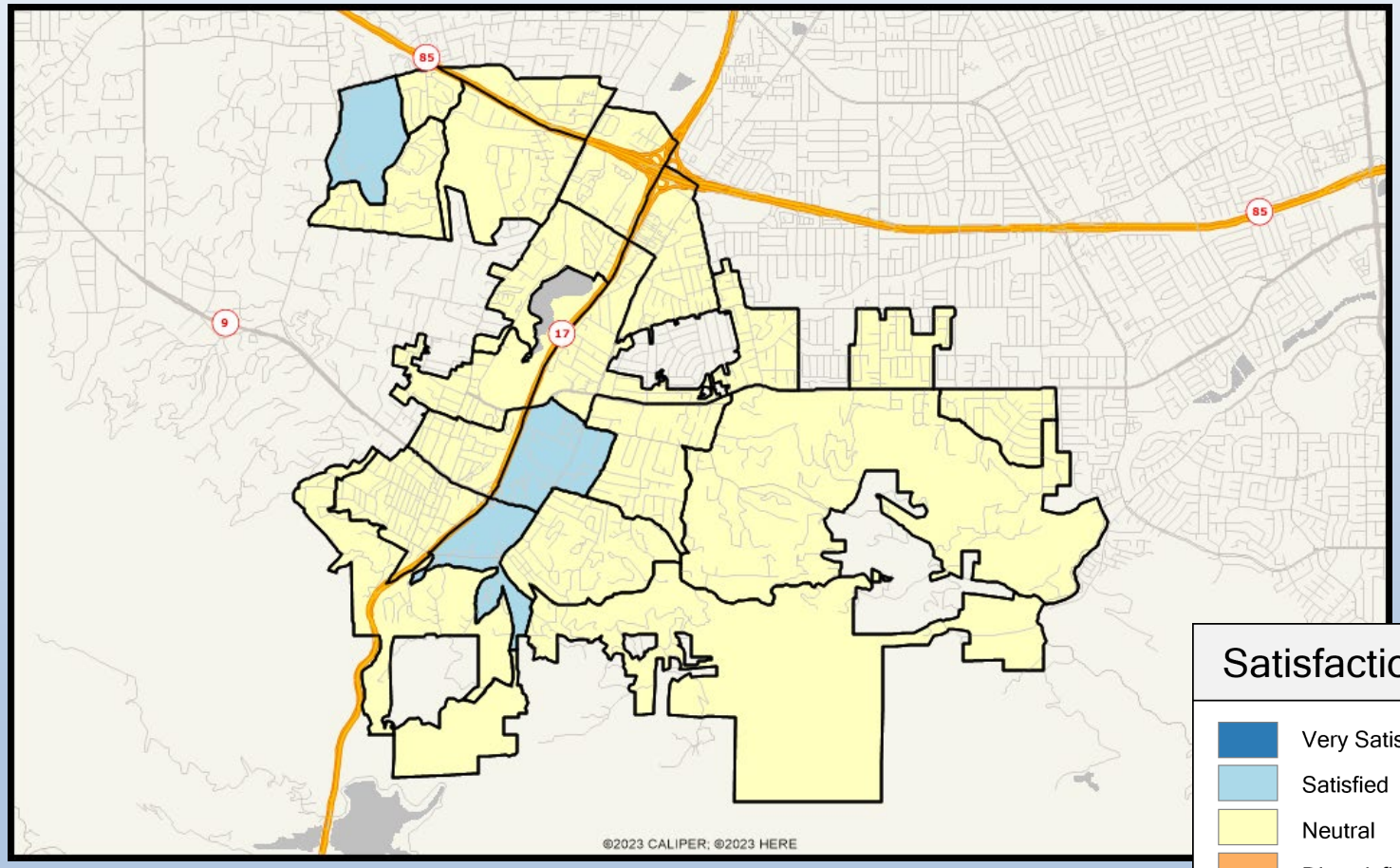
Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

ITEM NO. 25.

Q16.10 - Town use of social media
Mean: 3.22



Satisfaction

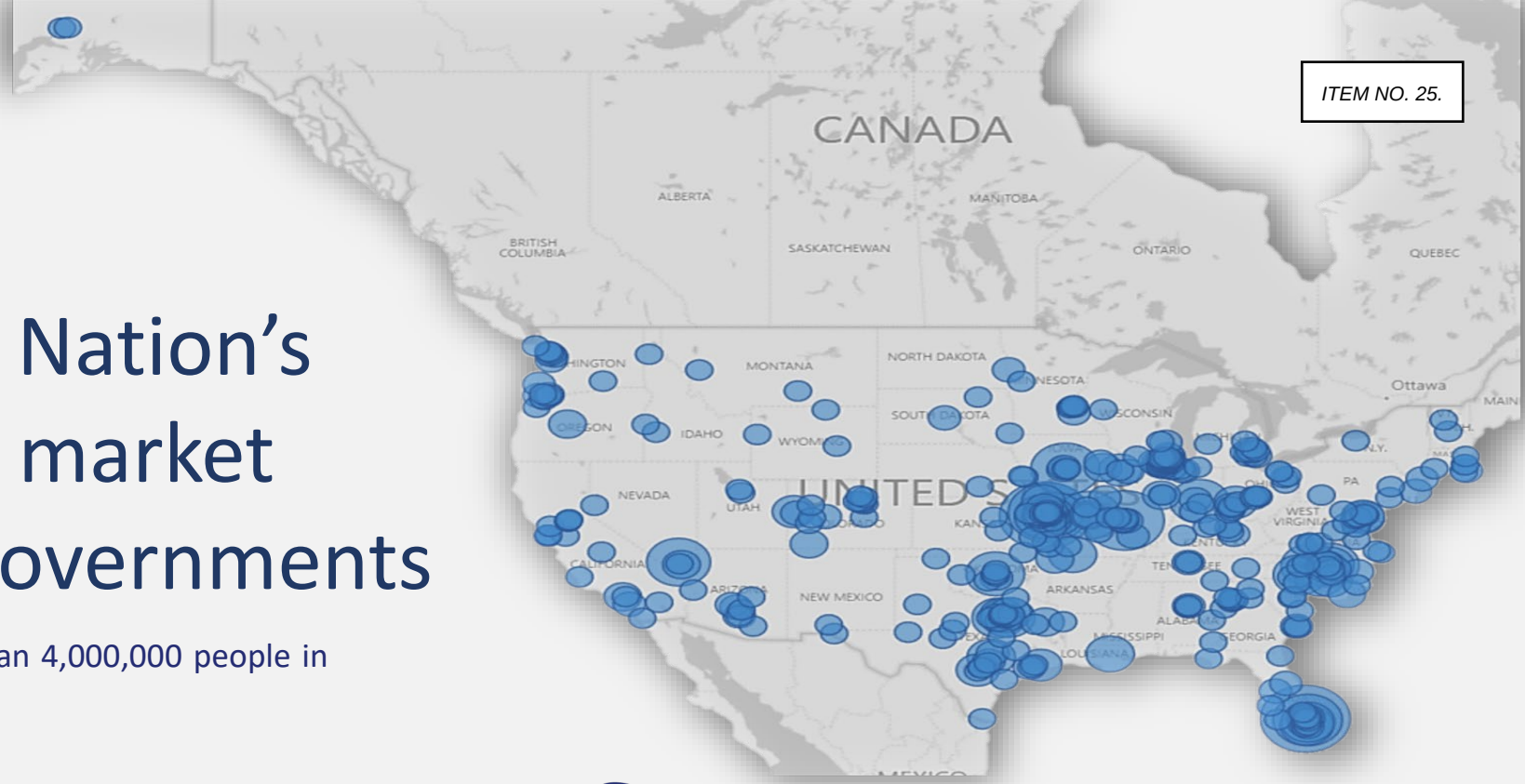
- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

2025 Los Gatos Community Survey Findings

Presented by ETC Institute

June 2025



Who We Are

ETC Institute is the Nation's leading provider of market research for local governments

Since 2012, ETC Institute has surveyed more than 4,000,000 people in more than 1,200 communities around the world

Our Mission

For more than 40 years, our mission has been to help local governments gather and use survey data to make better decisions

Our Goal

To provide an objective assessment that community leaders can depend on to make data-driven decisions to improve the lives of residents

Agenda

01. Perceptions & Ratings
02. Major Town Services
03. Public Safety
04. Infrastructure
05. Community Investment
06. Questions

2025 Los Gatos Community Survey

Purpose

- To objectively assess Town programs and services
- To gather input from residents to help Town leaders set priorities
- To identify areas of improvement for the community

Methodology

- Administered by mail, phone, and online with follow-ups by text, email, and social media to the random sample of residential addresses.
- Sample designed to ensure results are statistically valid and representative
- 502 completed surveys were collected, MOE: +/-4.34% at 95% level of confidence
    - Goal was 400.

What to Know

99%

Percentage of respondents who rated Los Gatos as an “excellent” or “good” place to live.

94%

Percentage of respondents who rated Los Gatos as an “excellent” or “good” place to raise children.

91%

Percentage of respondents who were “very satisfied” or “satisfied” with the overall quality of life in Los Gatos.

Perceptions and Ratings of the City Are High

Benchmarking

When compared to ETC Institute’s California and National Averages, Los Gatos performs above the averages in most of the areas assessed.

Overall Satisfaction with Town Services is Strong

Overall Services

Overall, Los Gatos performed well in key areas such as library services, parks and recreation, and police services.

Opportunities for Improvement for Los Gatos

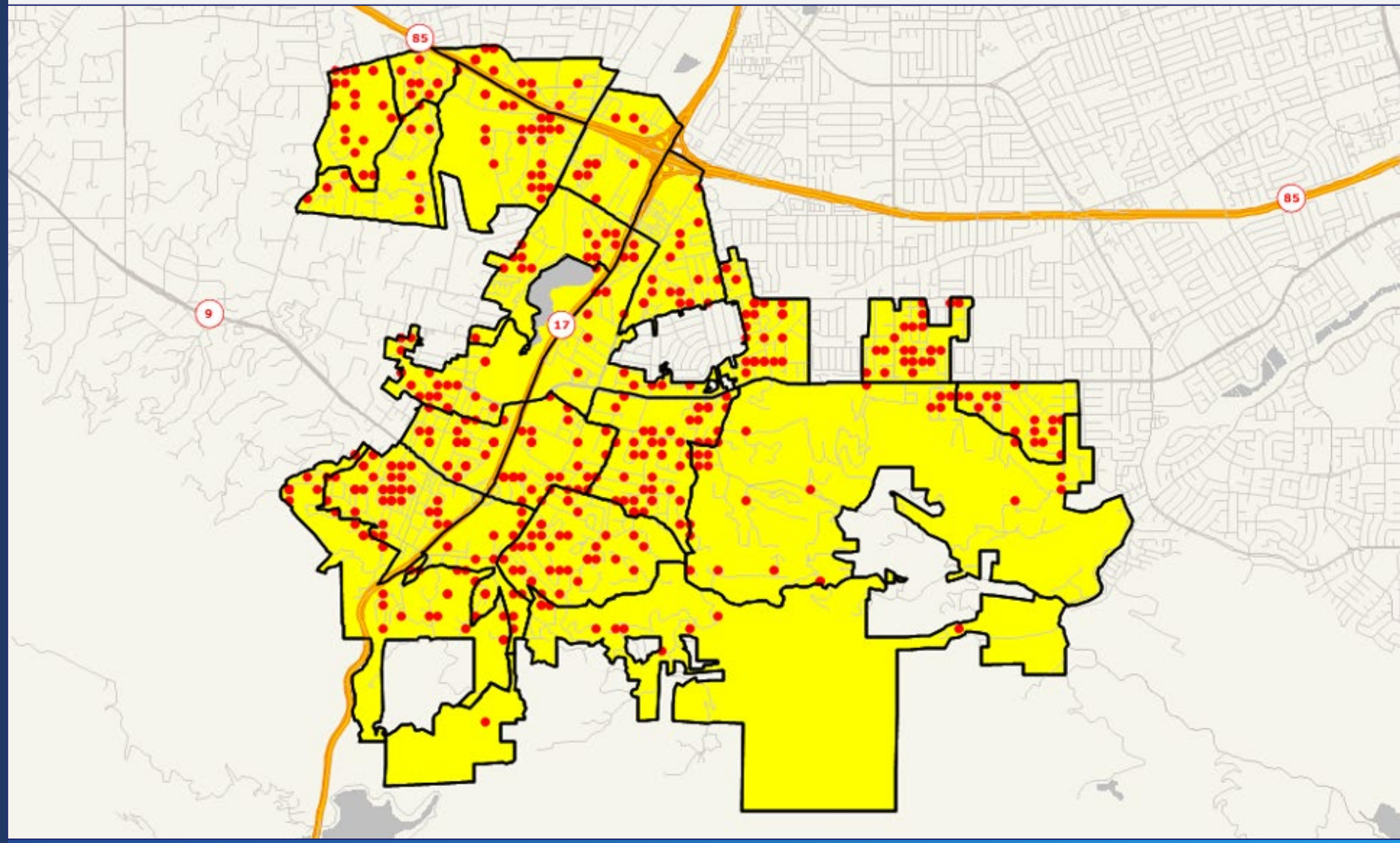
Priorities for Improvement

The instrument was designed so ETC Institute could develop priorities for improvement. Flow of traffic on Town streets was a highlighted area for improvement.

Distribution of Responses

ETC Institute designs the sample to ensure all areas of the Town are equally represented. Throughout the survey administration process, ETC Institute monitors response distribution to maintain geographic balance.

Responses have been coded to the block level to maintain respondent anonymity.



Perceptions & Ratings

Overall Ratings

Los Gatos received ratings above 50% in all areas assessed.

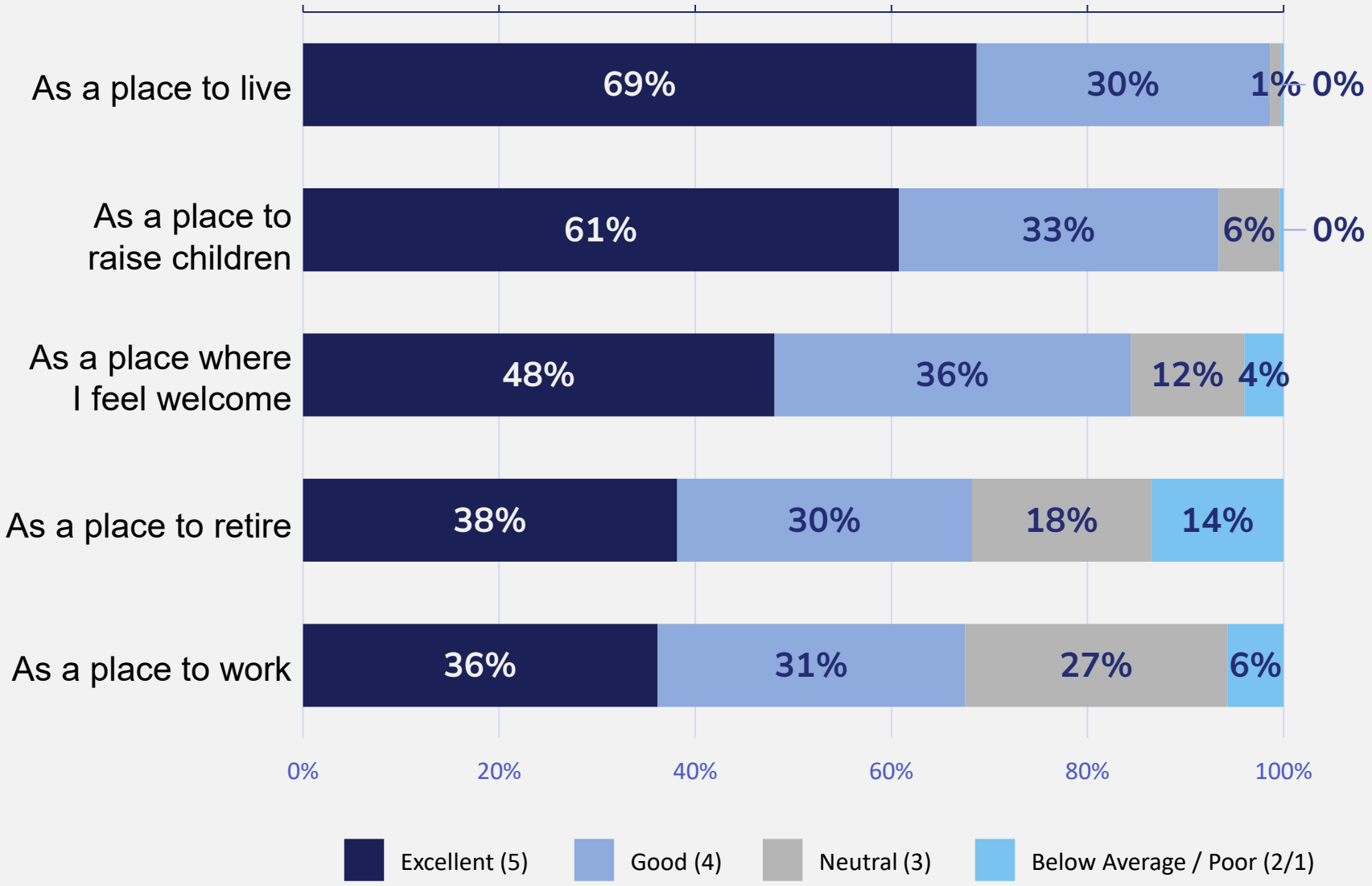
The Big Ones

- As a place to live – 99%
- As a place to raise children – 94%

Q1. Overall Ratings of Los Gatos

ITEM NO. 25.

by percentage of respondents (excluding don't know)



Overall Ratings: Benchmarking

Los Gatos is leading the way in all of the areas assessed.

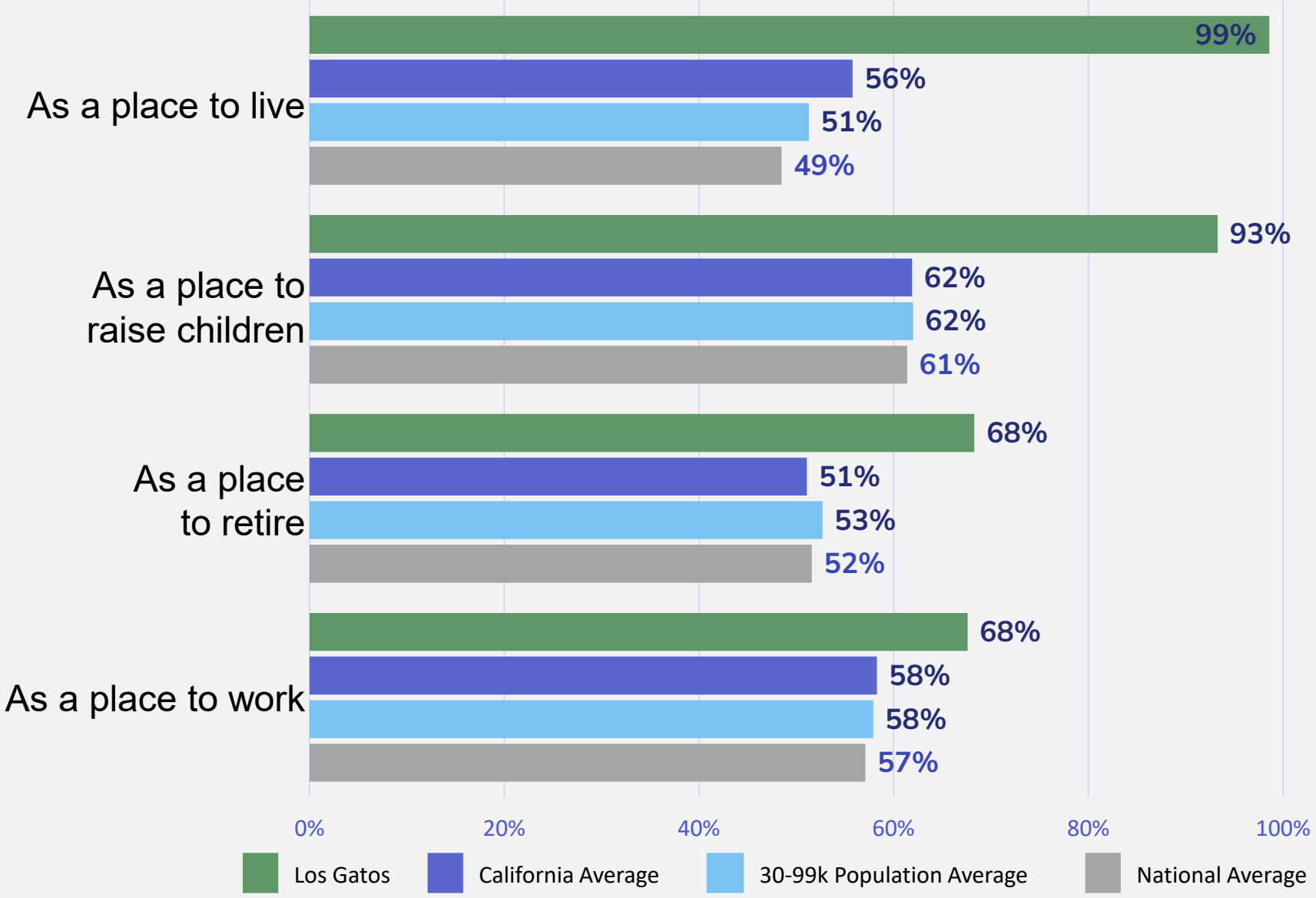
+50 pts

The difference between Los Gatos **As a place to live** score and the national average.

Q1. Overall Ratings of Los Gatos

ITEM NO. 25.

Los Gatos vs. California Average vs. 30-99k Pop. Average vs. National Average



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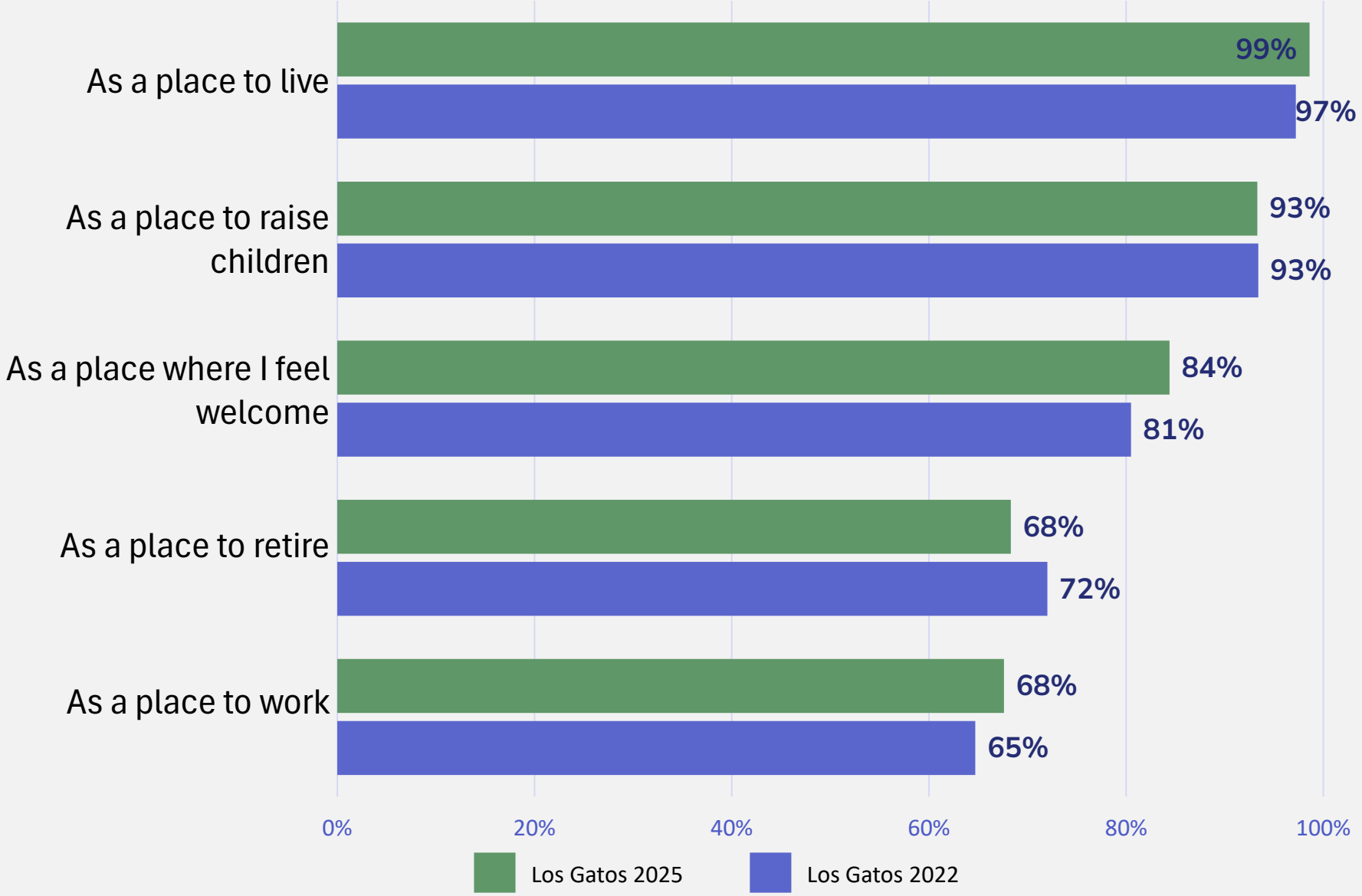
Overall Ratings: Trends

The survey results indicate that Los Gatos has sustained its performance levels since 2022, reflecting continued resident satisfaction.

Q1. Overall Ratings of Los Gatos

ITEM NO. 25.

Los Gatos 2025 vs. Los Gatos 2022



Perceptions

Los Gatos received ratings above 50% in all areas assessed.

The Big Ones

- Quality of life in Town – 91%
- Feeling of safety in Town – 90%

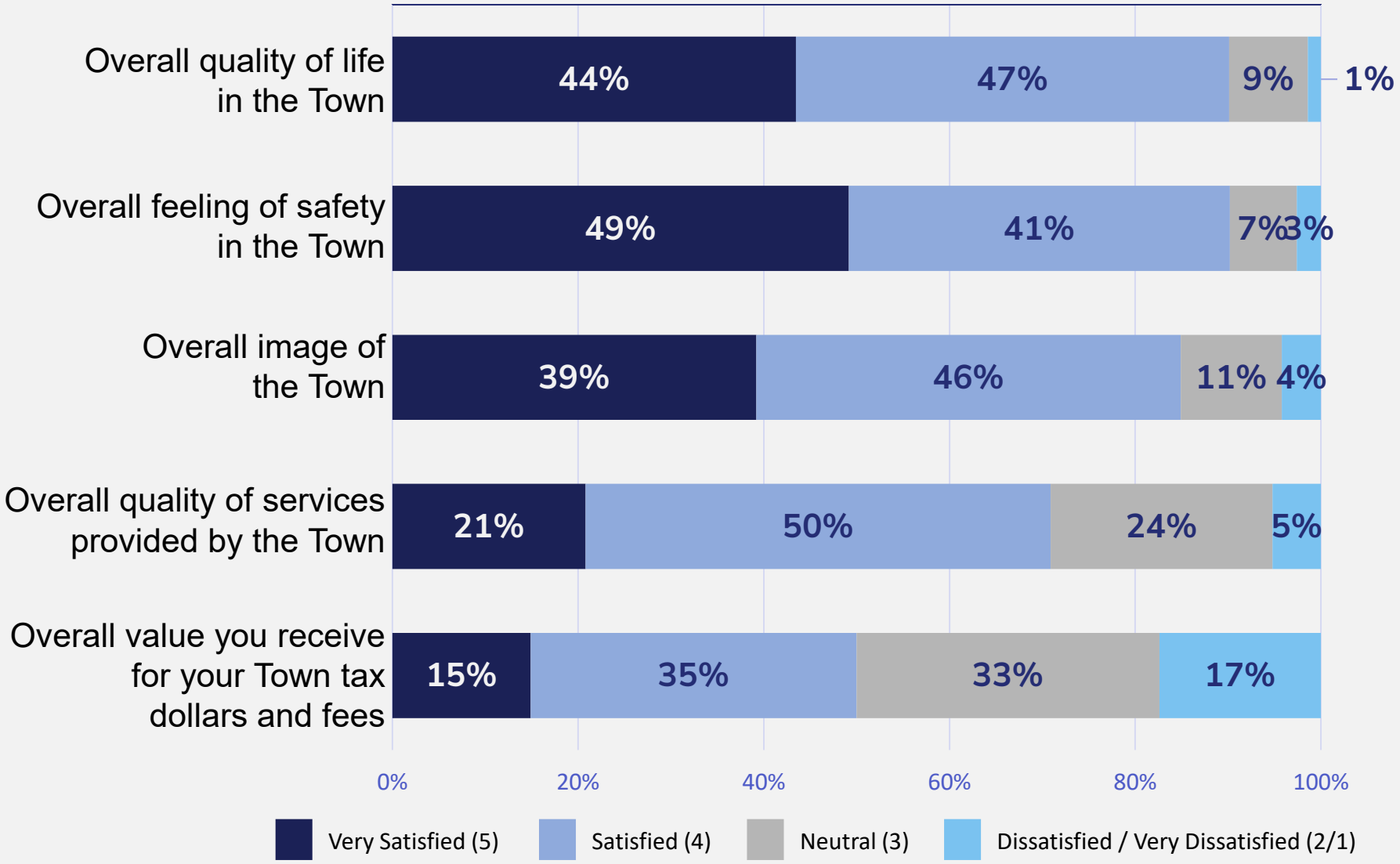
Lowest Rated

- Quality of services – 71%
- Overall value you receive – 50%

Q4. Perceptions of the Community

by percentage of respondents (excluding don't know)

ITEM NO. 25.



Perceptions: Benchmarking

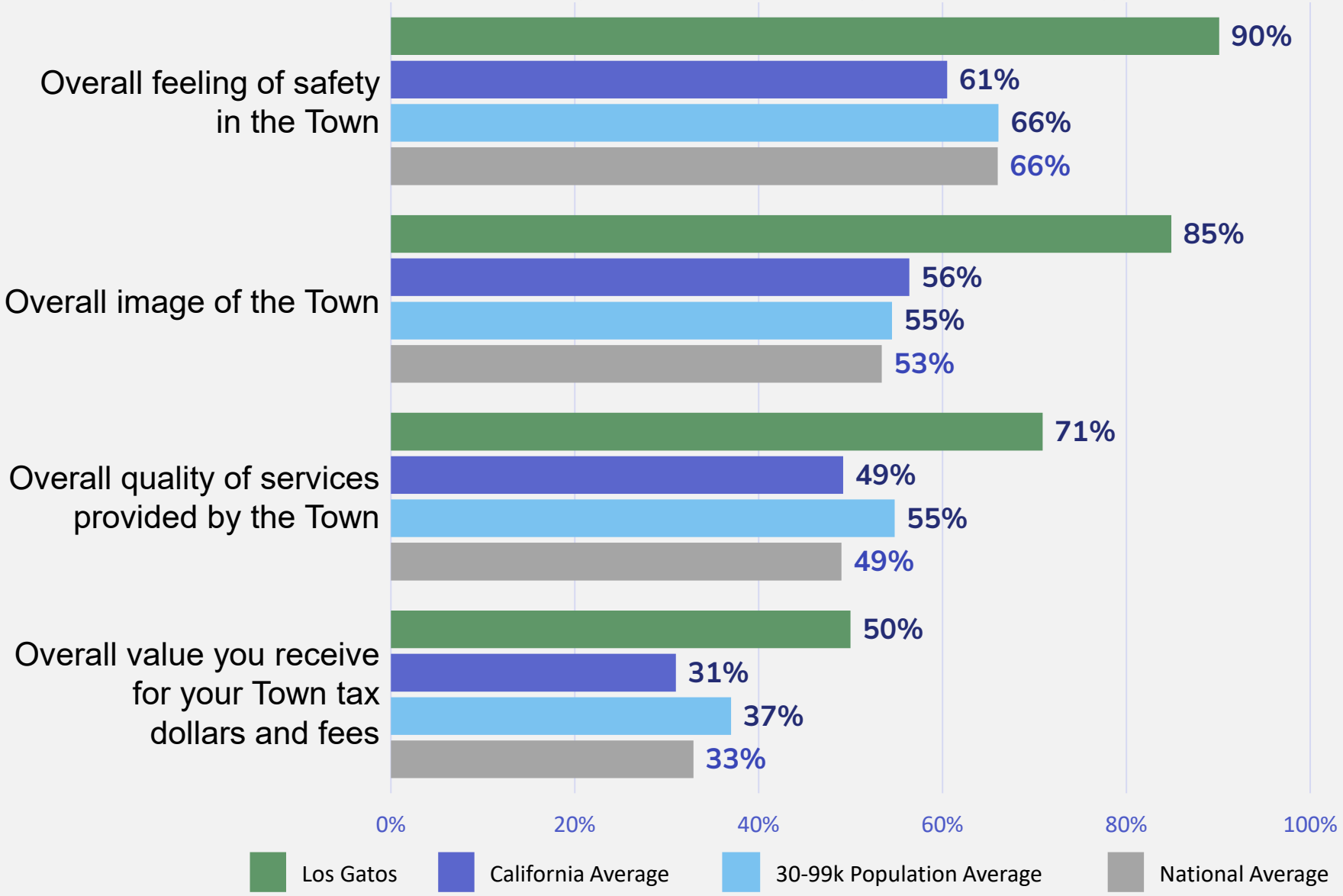
Los Gatos is leading the way in several of the areas assessed.

Though, some of the areas may have rated lower than expected, when put in context with benchmarking, Los Gatos is doing very well.

Q4. Perceptions of the Community

ITEM NO. 25.

Los Gatos vs. California Average vs. 30-99k Pop. Average vs. National Average



Major Town Services

Major Town Services

More than half of respondents were satisfied in 5/7 areas assessed.

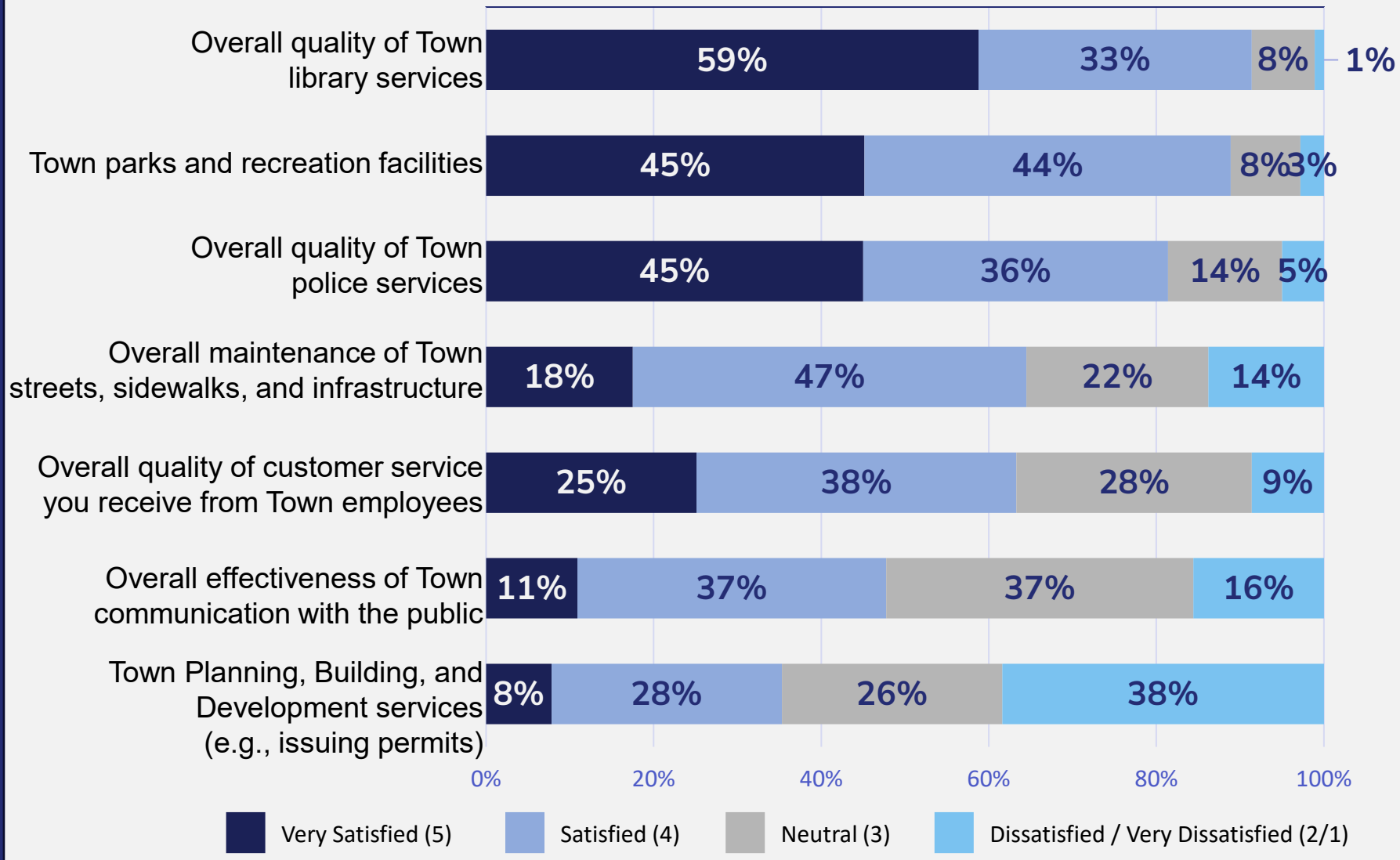
Top Areas

- Library Services – 92%
- Parks and Recreation Facilities – 89%
- Police Services – 81%

Q2. Satisfaction with Town Services

by percentage of respondents (excluding don't know)

ITEM NO. 25.



Major Town Services: Importance

Clear top two most important items according to residents.

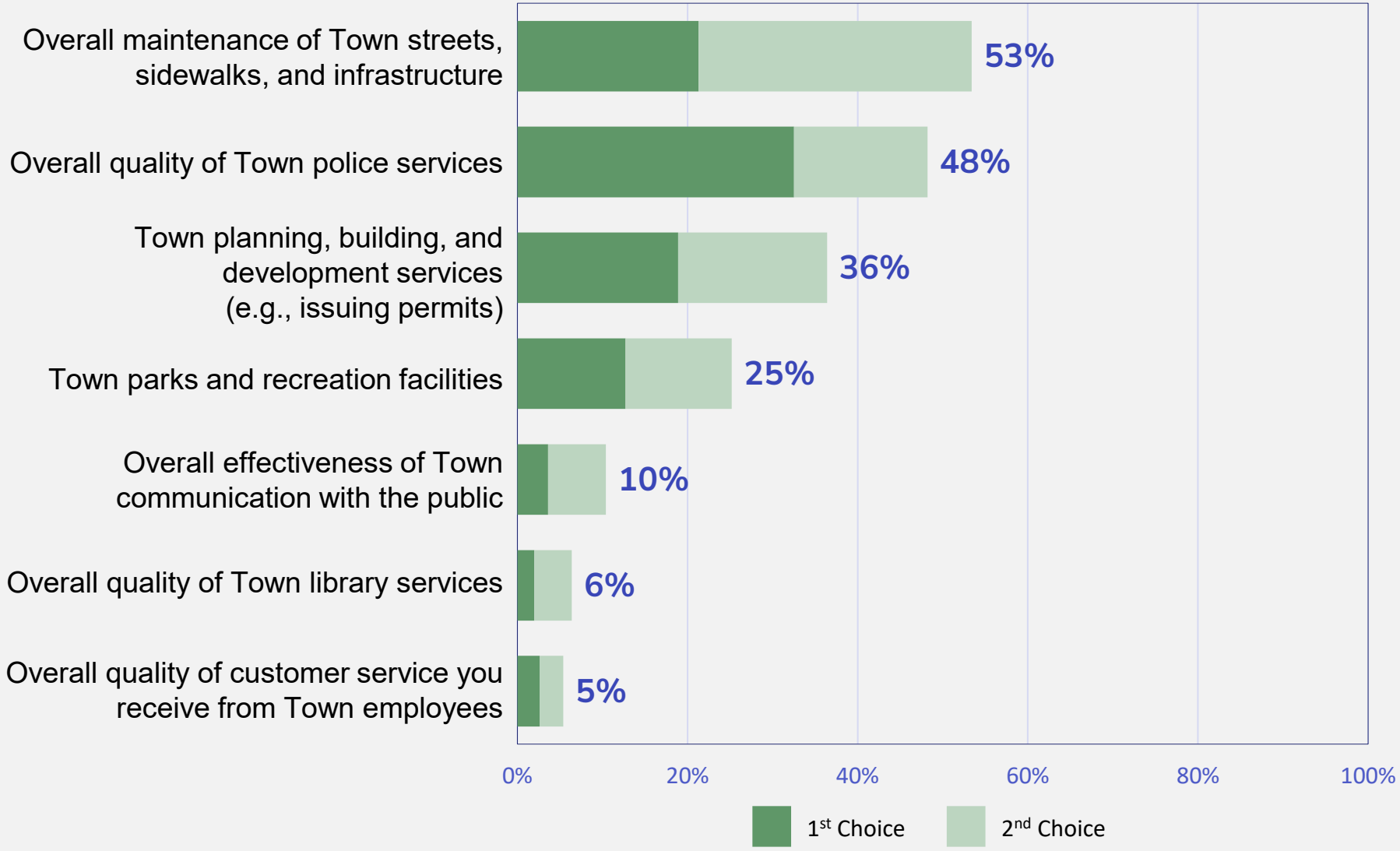
Top Three

- Maintenance of Town streets – 53%
- Police Services – 48%

ITEM NO. 25.

Q3. Which TWO Of The Services Listed In Question 2 Do You Think Are MOST IMPORTANT For The Town To Provide?

by percentage of respondents who selected the item as one of their top two choices



Major Town Services: Benchmarking

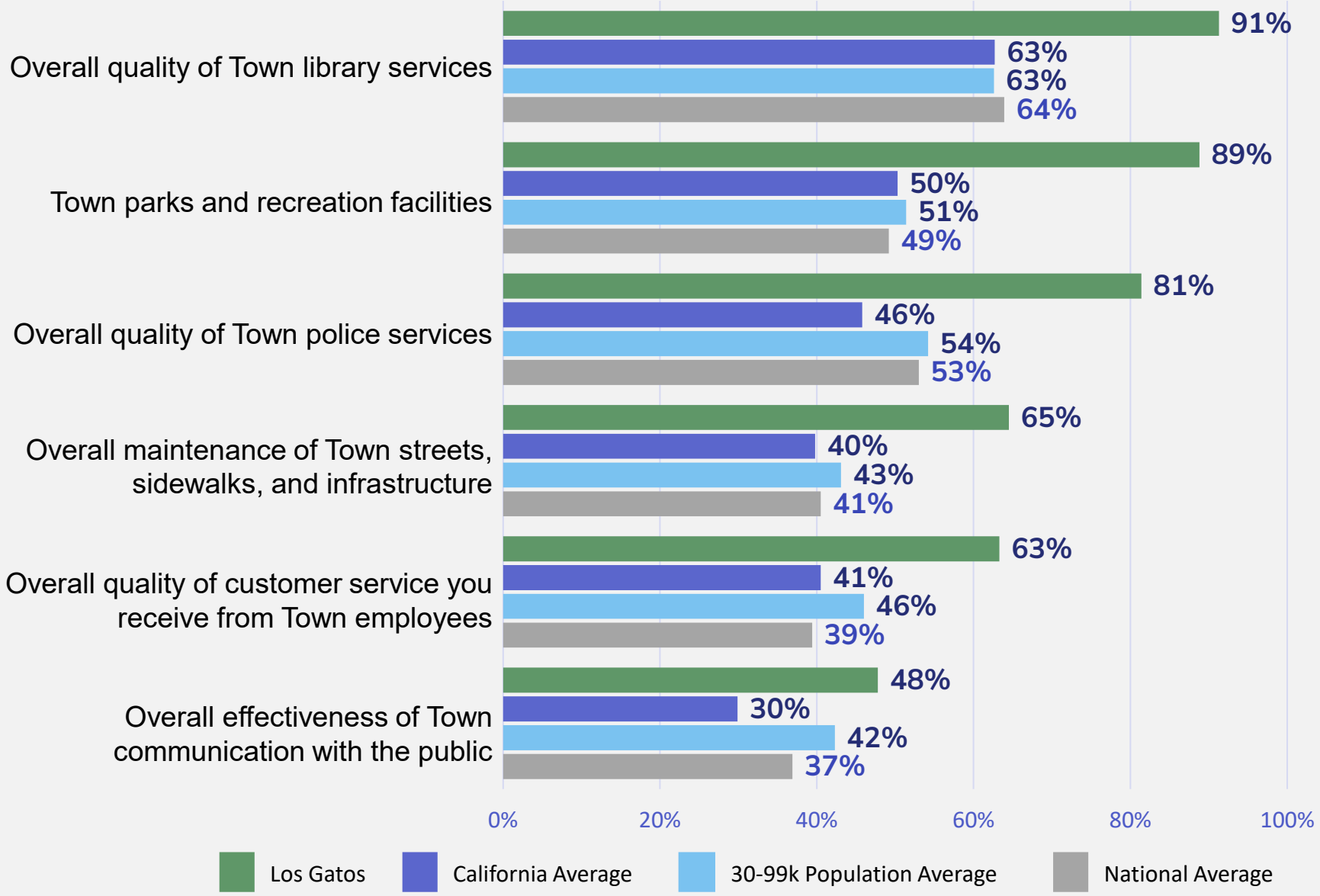
Los Gatos is above the Regional and National averages in all areas assessed.

Though, some of the services may have rated lower than expected, when put in context with benchmarking, Los Gatos is doing very well.

Q2. Satisfaction with Town Services

ITEM NO. 25.

Los Gatos vs. California Average vs. 30-99k Pop. Average vs. National Average



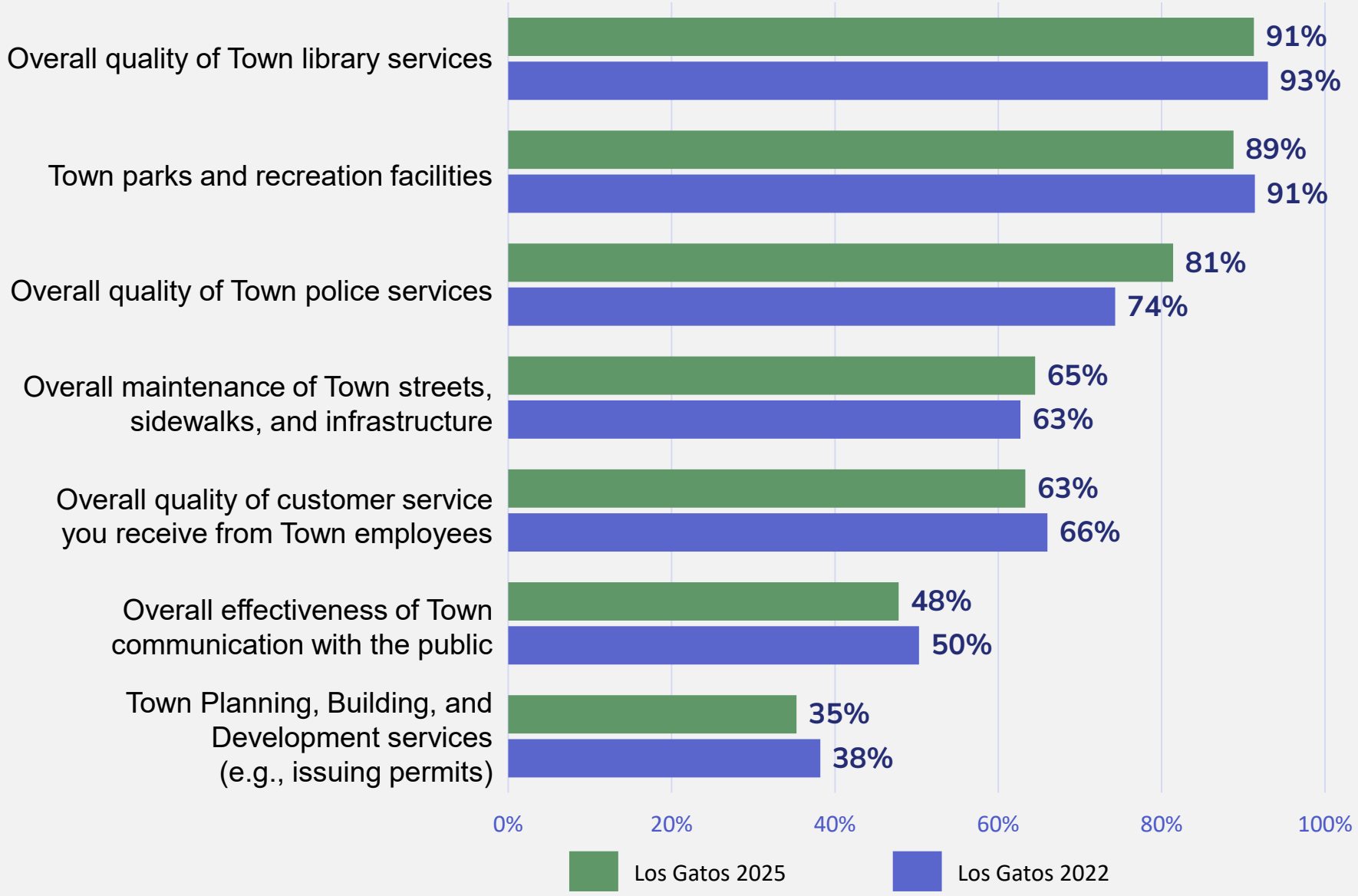
Major Town Services: Trends

Town Police Services saw the biggest gain since 2022. All other areas remained consistent with 2022 scores.

Q2. Satisfaction with Town Services

ITEM NO. 25.

Los Gatos 2025 vs. Los Gatos 2022



Major Town Services: Priorities for Investment

Using ETC's Importance-Satisfaction Rating, the Major Town Services that Los Gatos should focus on to improve resident satisfaction are:

1. Town's planning, building, and development services
2. Overall maintenance of Town streets, sidewalks, and infrastructure.

Very High Priority (IS >.20)	Importance%	Importance Rank	Satisfaction%	Satisfaction Rank	I-S Rating	I-S Rank
Town planning, building, & development services (e.g., issuing permits)	36%	3	35%	7	0.2355	1
High Priority (IS .10-.20)						
Overall maintenance of Town streets, sidewalks, & infrastructure	53%	1	65%	4	0.1896	2
Medium Priority (IS <.10)						
Overall quality of Town police services	48%	2	81%	3	0.0897	3
Overall effectiveness of Town communication with the public	10%	5	48%	6	0.0543	4
Town parks & recreation facilities	25%	4	89%	2	0.0282	5
Overall quality of customer service you receive from Town employees	5%	7	63%	5	0.0198	6
Overall quality of Town library services	6%	6	91%	1	0.0056	7

Public Safety

Public Safety Perceptions

Los Gatos received ratings above 50% in all areas assessed.

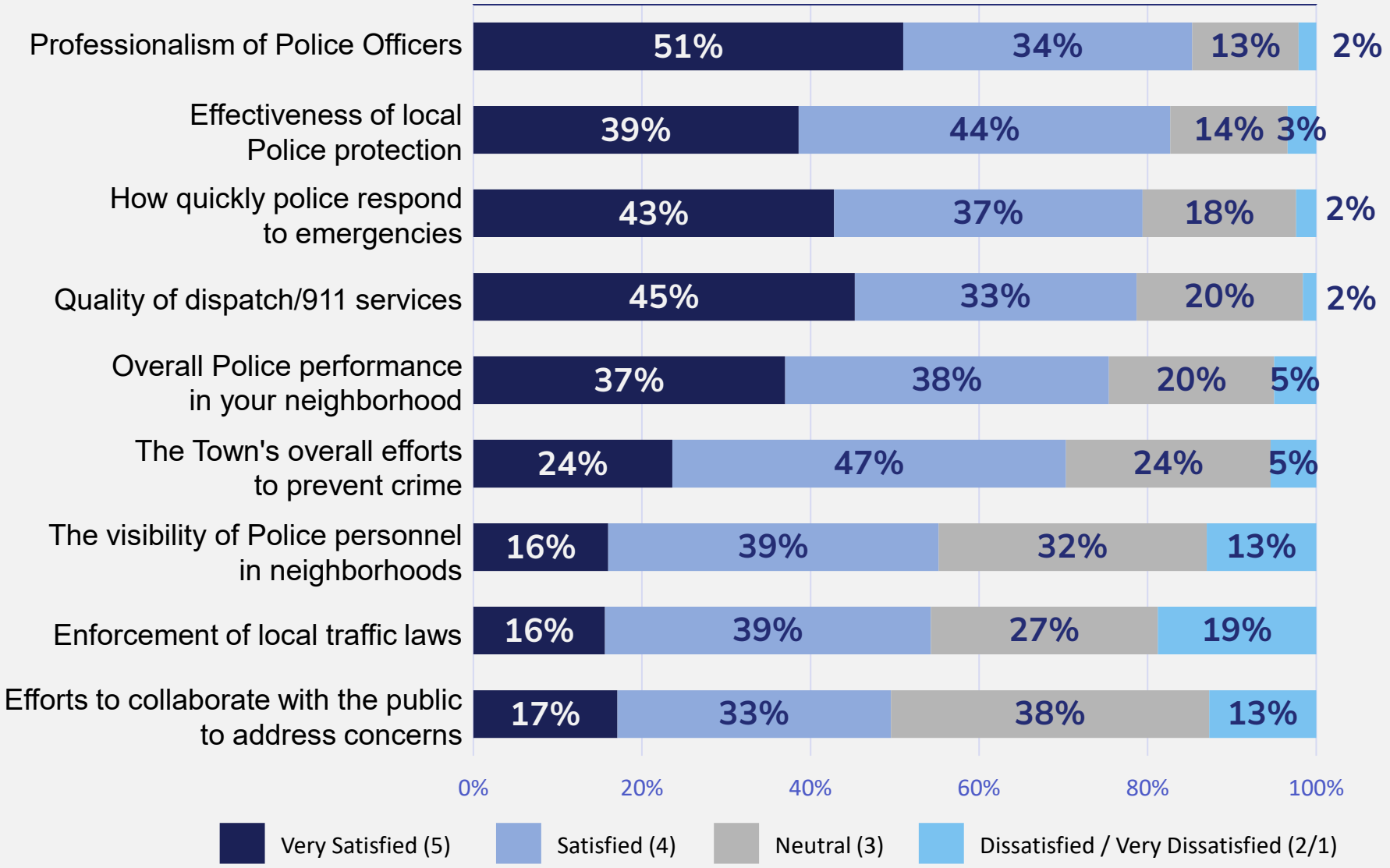
Top Rated

- Professionalism of officers – 85%
- Effectiveness of police – 83%
- How quickly police respond – 80%

Q5. Public Safety Perceptions

by percentage of respondents (excluding don't know)

ITEM NO. 25.



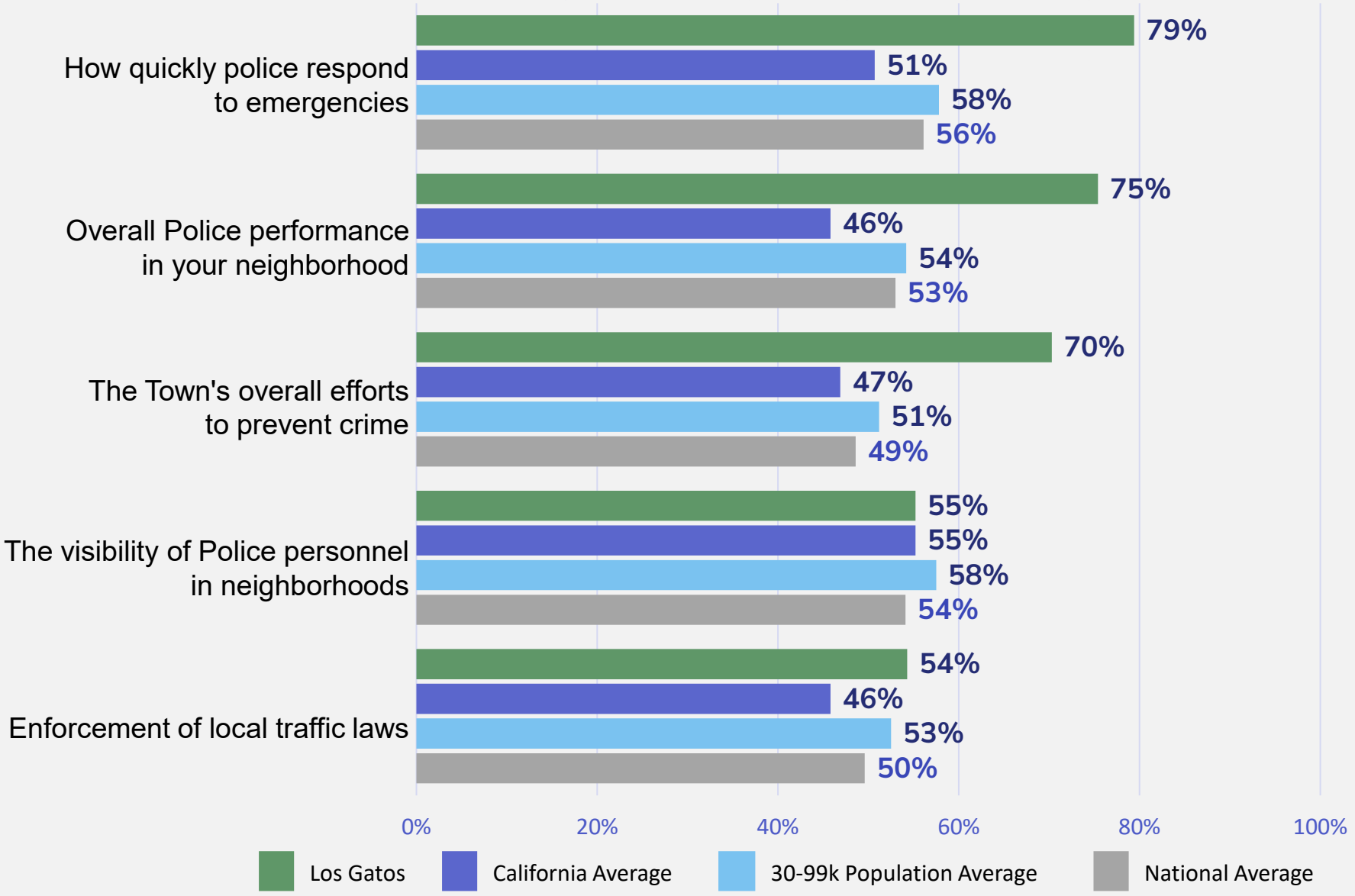
Public Safety: Benchmarking

Los Gatos is leading the way when compared to the regional and national averages in almost all the areas assessed.

Q5. Public Safety Perceptions

ITEM NO. 25.

Los Gatos vs. California Average vs. 30-99k Pop. Average vs. National Average



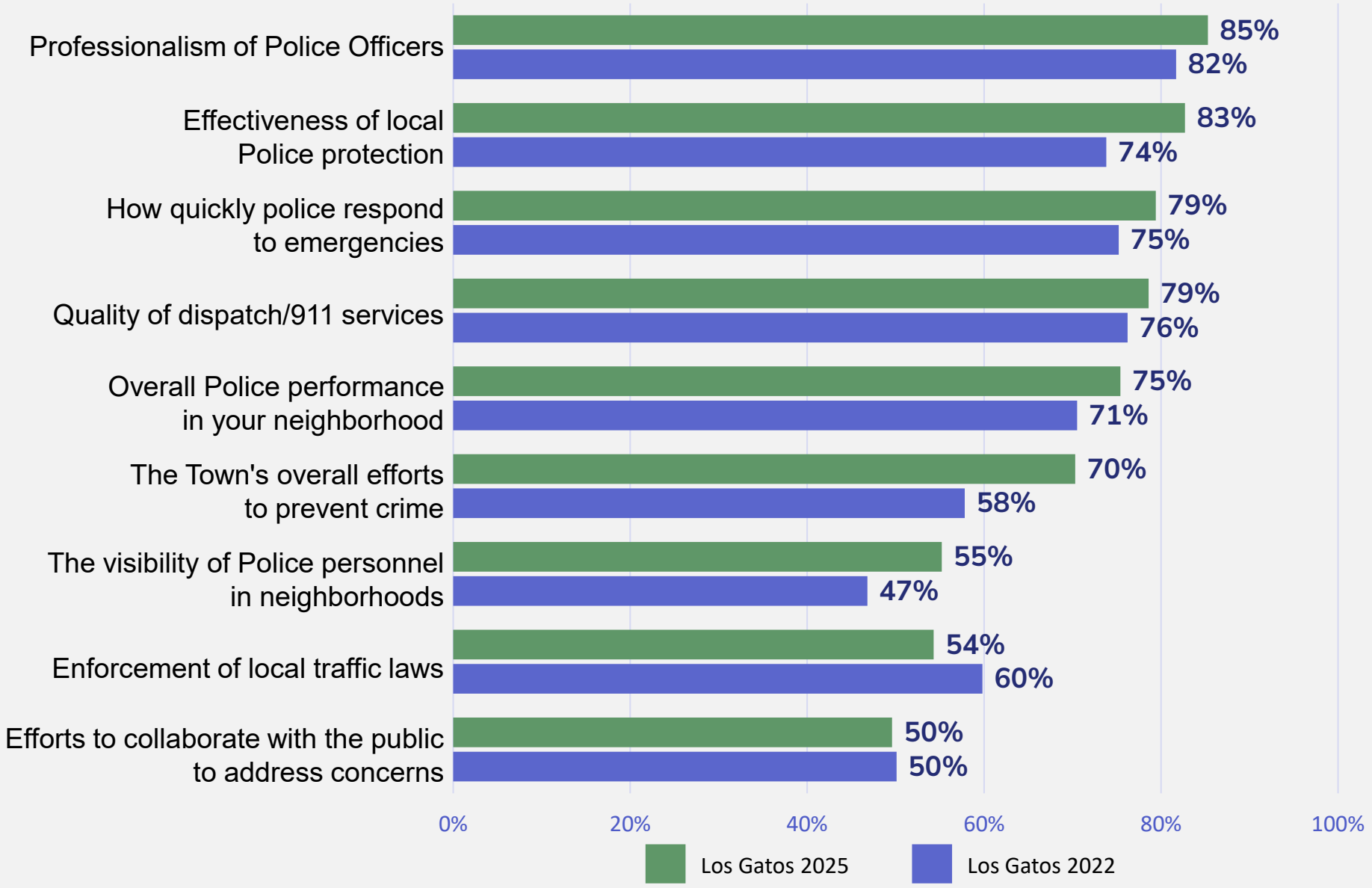
Public Safety: Trends

The Town's overall efforts to prevent crime has seen the biggest increase since 2022. Enforcement of local traffic laws was the only area that saw a notable decrease since 2022.

Q5. Public Safety Perceptions

Los Gatos 2025 vs. Los Gatos 2022

ITEM NO. 25.



Public Safety: Priorities for Investment

ITEM NO. 25.

Using ETC's Importance-Satisfaction Rating, the Public Safety items that Los Gatos should focus on to improve resident satisfaction are:

1. Town's overall efforts to prevent crime
2. Visibility of police personnel in neighborhoods
3. Efforts to collaborate with the public to address concerns
4. Enforcement of local traffic laws

High Priority (IS .10-.20)	Importance%	Importance Rank	Satisfaction%	Satisfaction Rank	I-S Rating	I-S Rank
Town's overall efforts to prevent crime	52%	1	70%	6	0.1535	1
Visibility of police personnel in neighborhoods	31%	4	55%	7	0.1380	2
Efforts to collaborate with the public to address concerns	27%	6	50%	9	0.1371	3
Enforcement of local traffic laws	29%	5	54%	8	0.1302	4
Medium Priority (IS <.10)						
How quickly police respond to emergencies	41%	3	79%	3	0.0847	5
Effectiveness of local police protection	42%	2	83%	2	0.0725	6
Overall police performance in your neighborhood	18%	7	75%	5	0.0453	7
Quality of dispatch/911 services	15%	8	79%	4	0.0321	8
Professionalism of police officers	14%	9	85%	1	0.0203	9

Infrastructure

Streets, Sidewalks, and Infrastructure

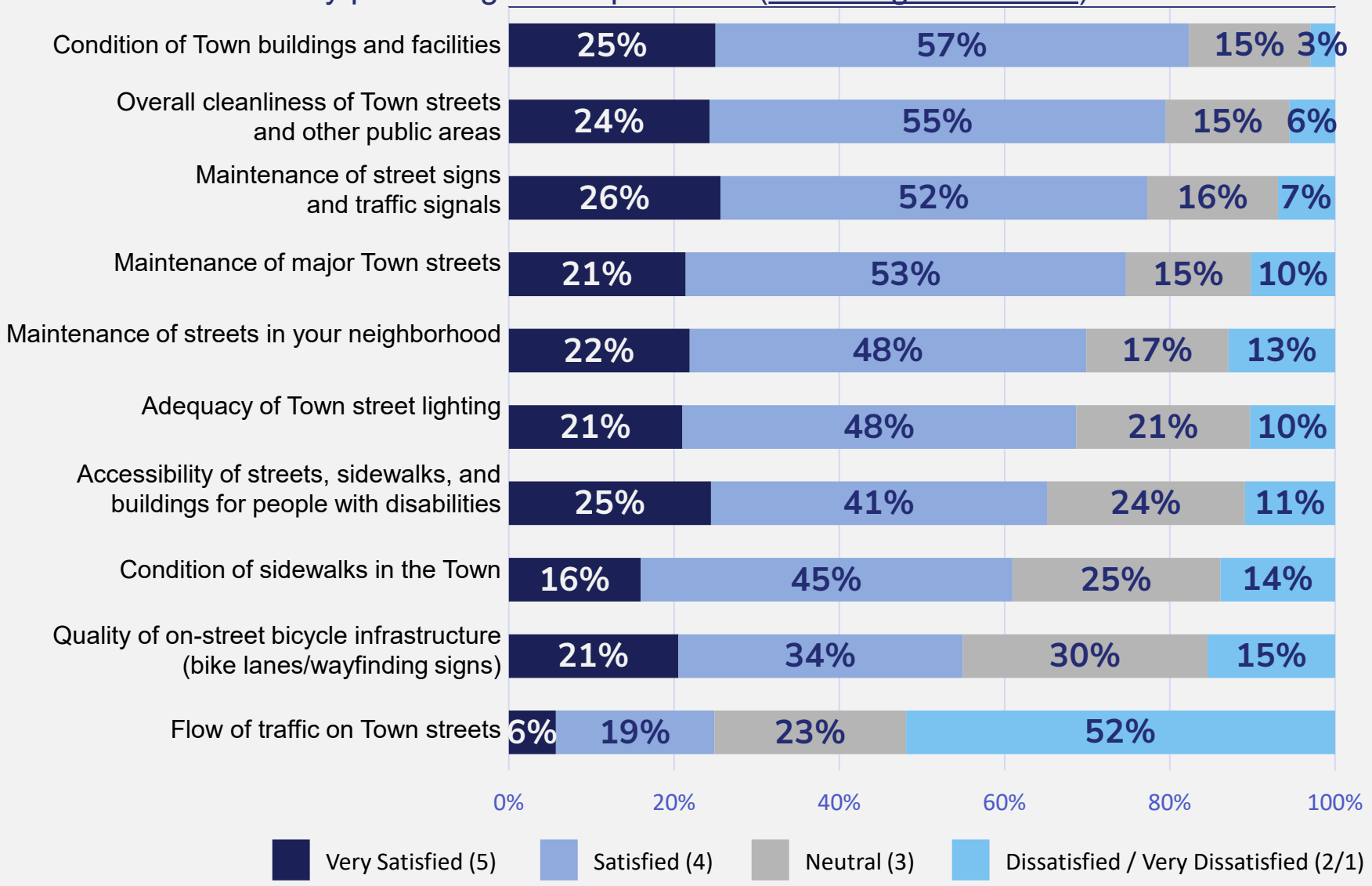
Los Gatos received ratings above 50% in all but one area assessed.

Flow of traffic on Town streets was the only item that received ratings below 50%.

Q7. Satisfaction with Streets, Sidewalks and Infrastructure

ITEM NO. 25.

by percentage of respondents (excluding don't know)



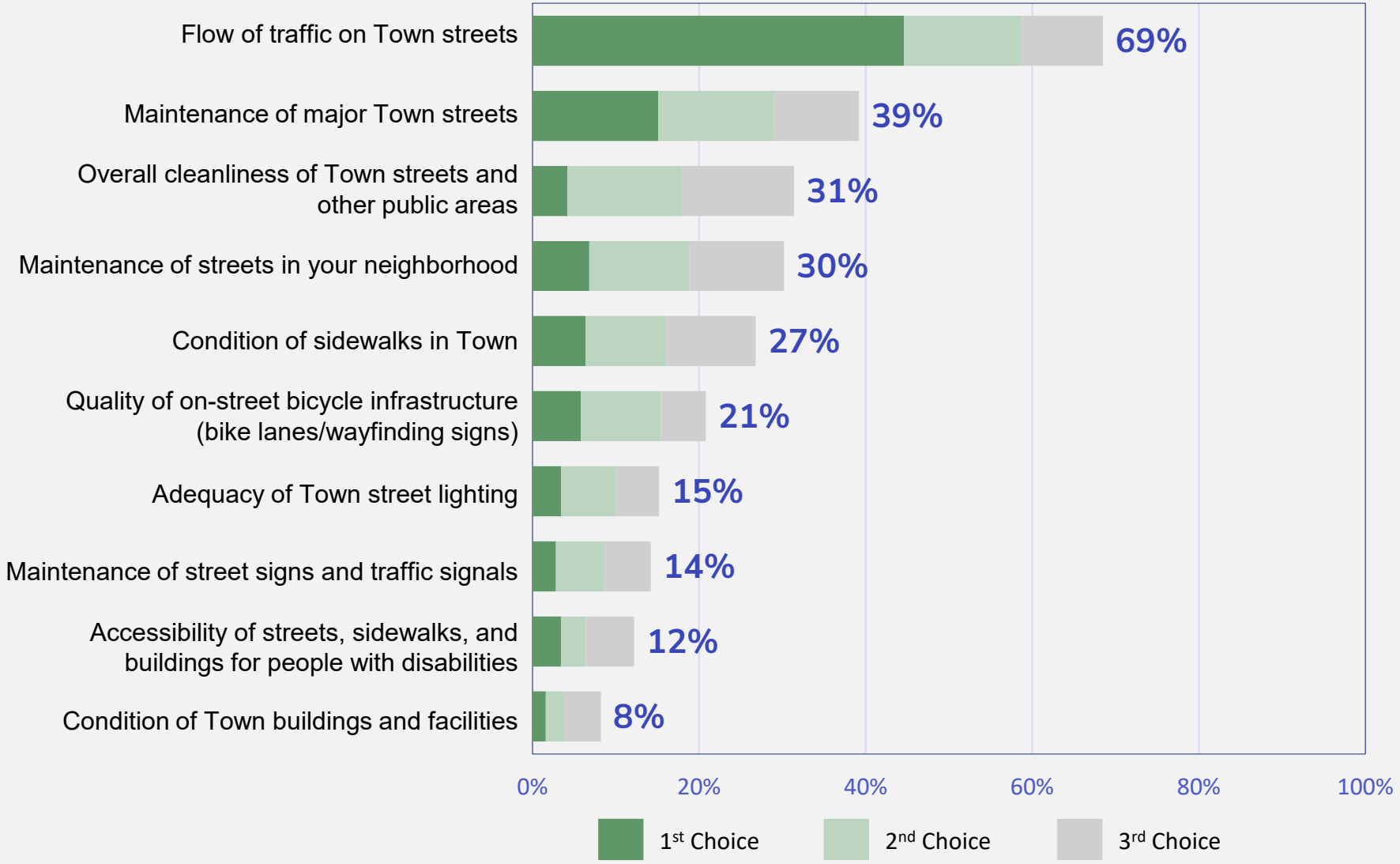
Streets, Sidewalks, and Infrastructure: Importance

There was no surprise to see **Flow of Traffic on Town streets** be the top choice among residents.

Q8. Which THREE Of The Services Listed In Question 7 Do You Think Should Receive The MOST EMPHASIS From Town Over The Next TWO Years?

ITEM NO. 25.

by percentage of respondents who selected the item as one of their top three choices



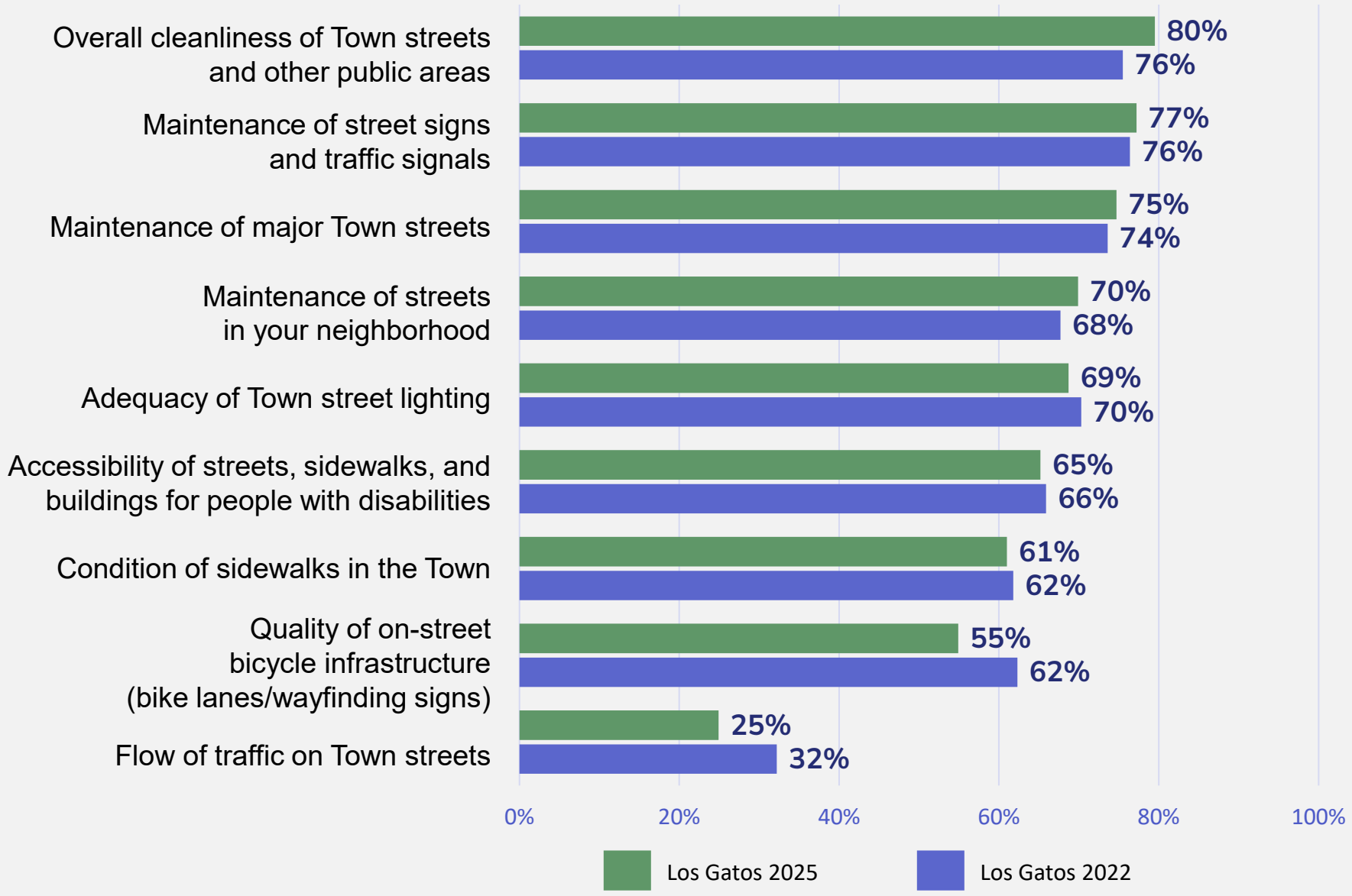
Streets, Sidewalks, and Infrastructure: Trends

Most of the items have remained consistent with 2022. **Quality of on-street bicycle infrastructure** and **flow of traffic on Town streets** were the only areas that saw notable decreases from 2022.

Q7. Satisfaction with Streets, Sidewalks and Infrastructure

Los Gatos 2025 vs. Los Gatos 2022

ITEM NO. 25.



Streets, Sidewalks, and Infrastructure : Priorities for Investment

ITEM NO. 25.

Using ETC's Importance-Satisfaction Rating, the Streets, Sidewalks, and Infrastructure items that Los Gatos should focus on to improve resident satisfaction are:

1. Flow of traffic on Town streets
2. Condition of sidewalks in Town

Very High Priority (IS >.20)	Importance%	Importance Rank	Satisfaction%	Satisfaction Rank	I-S Rating	I-S Rank
Flow of traffic on Town streets	69%	1	25%	10	0.5144	1
High Priority (IS .10-.20)						
Condition of sidewalks in Town	27%	5	61%	8	0.1045	2
Medium Priority (IS <.10)						
Maintenance of major Town streets	39%	2	75%	4	0.0992	3
Quality of on-street bicycle infrastructure (bike lanes/wayfinding signs)	21%	6	55%	9	0.0938	4
Maintenance of streets in your neighborhood	30%	4	70%	5	0.0909	5
Overall cleanliness of Town streets & other public areas	31%	3	80%	2	0.0644	6
Adequacy of Town street lighting	15%	7	69%	6	0.0476	7
Accessibility of streets, sidewalks, & buildings for people with disabilities	12%	9	65%	7	0.0425	8
Maintenance of street signs & traffic signals	14%	8	77%	3	0.0324	9
Condition of Town buildings & facilities	8%	10	82%	1	0.0145	10

Community Investment Areas

Community Investment Areas

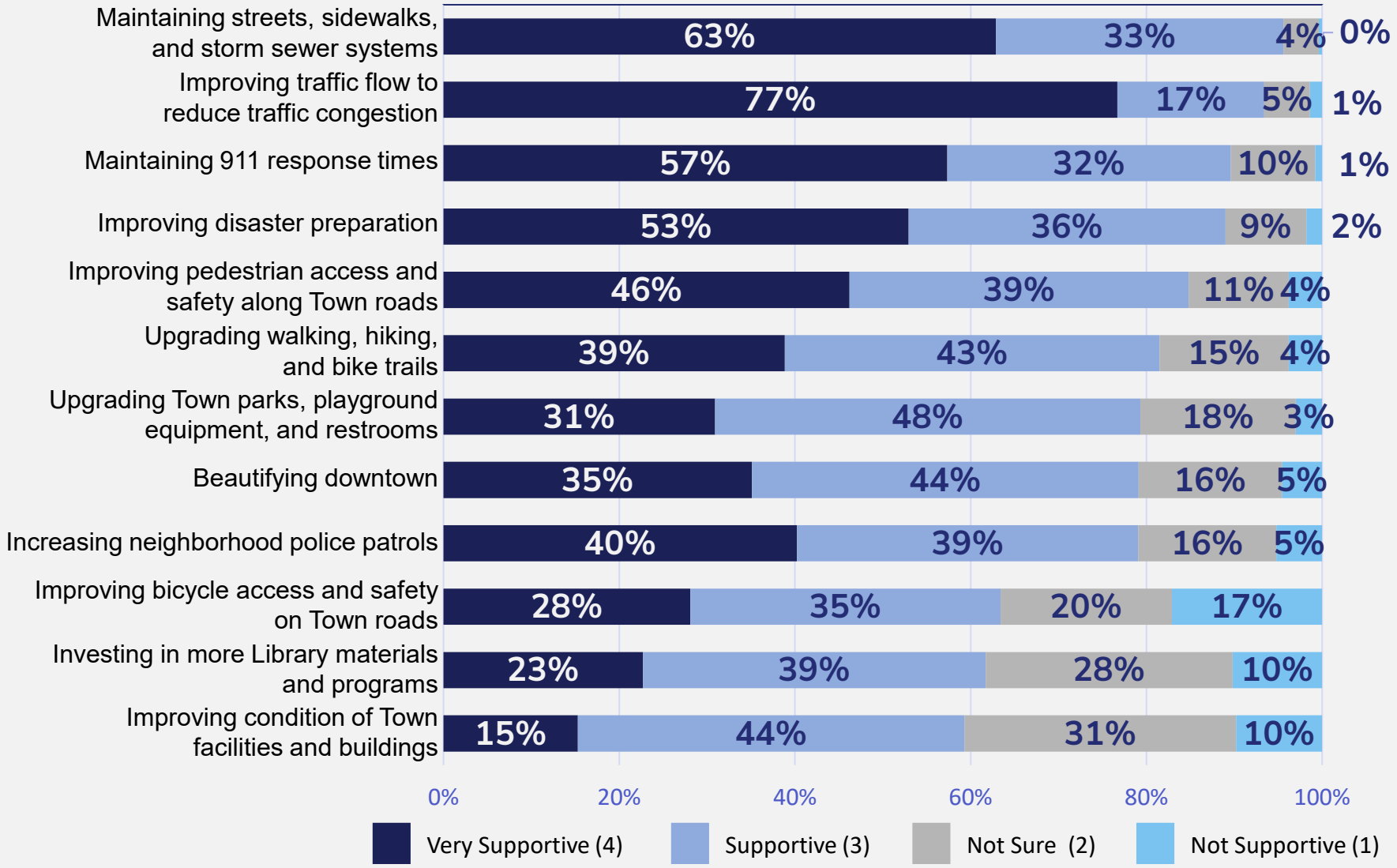
The three items that received the most support from residents were:

- Maintaining streets, sidewalks
- Improving traffic flow
- Maintaining 911 response times

Q13. Support For Community Investment Areas

ITEM NO. 25.

by percentage of respondents (excluding don't know)



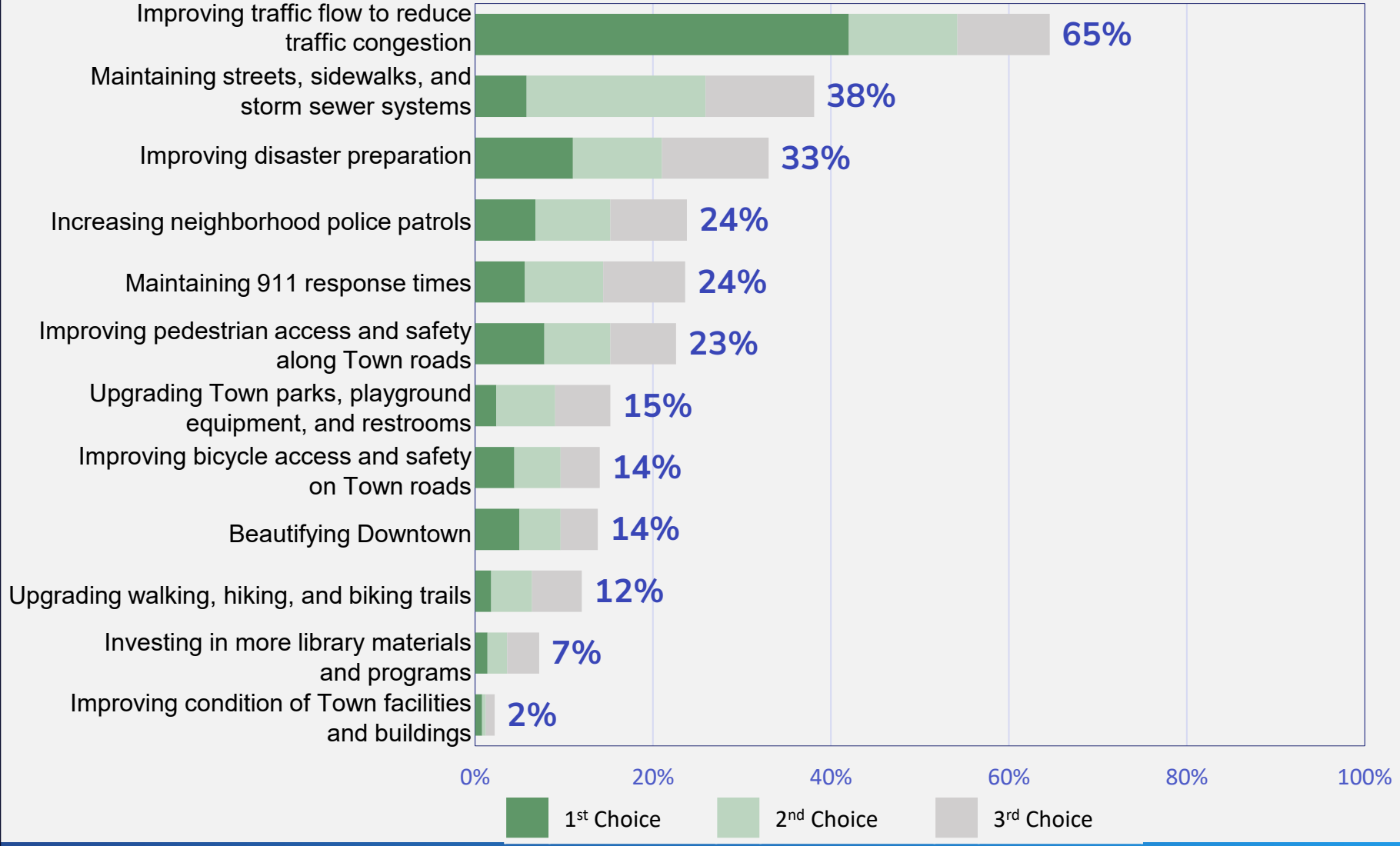
Community Investment Areas: Importance

Once again residents picked improving flow of traffic as the clear top item.

Q14. Which THREE Of The Items Listed In Question 13 Do You Think Are MOST IMPORTANT For The Town To Pursue?

ITEM NO. 25.

by percentage of respondents who selected the item as one of their top three choices



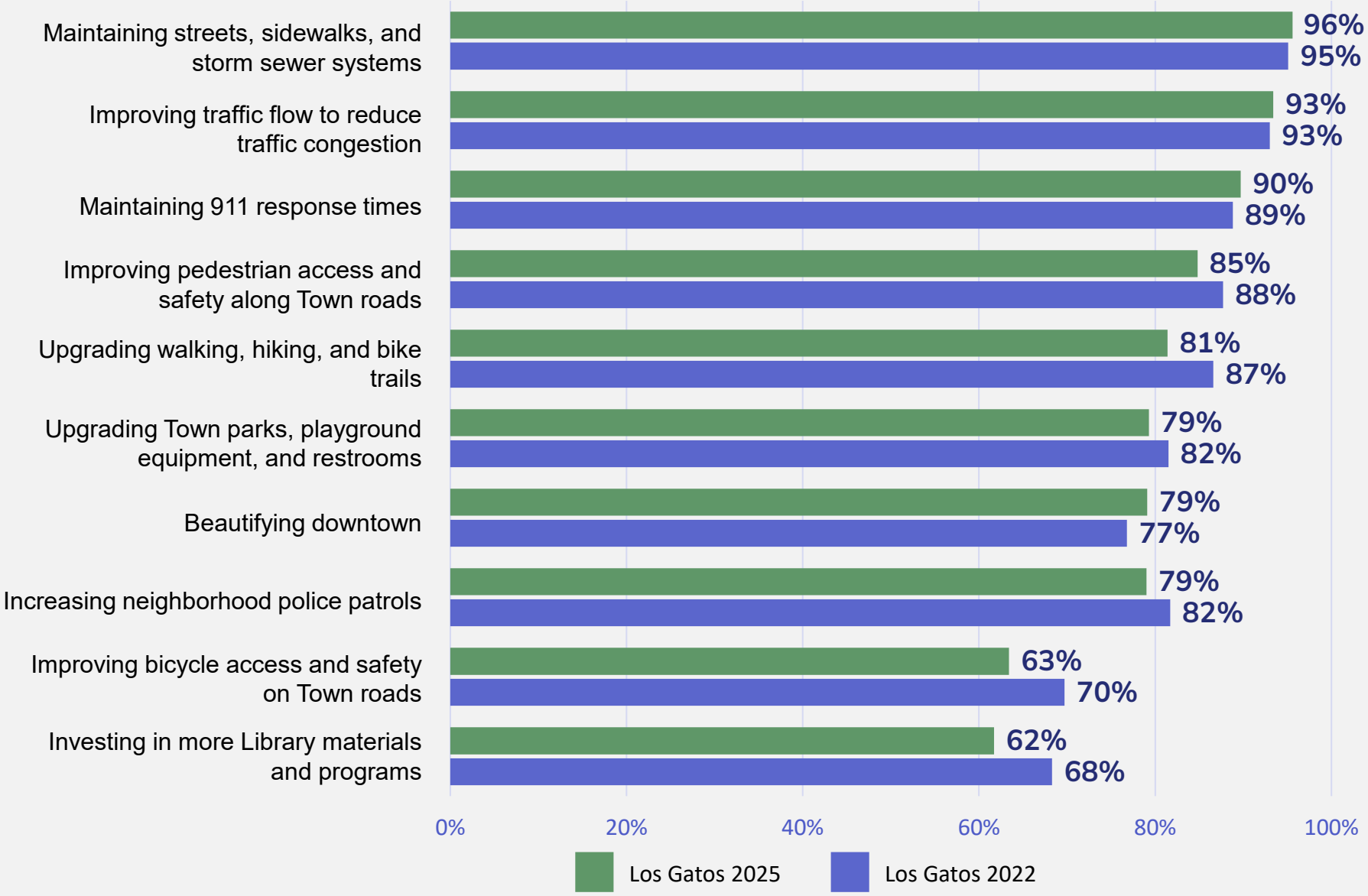
Community Investment Areas : Trends

Most of the items have remained consistent with 2022 scores. Only three areas saw notable decreases in support since 2022:

- Upgrading walking/hiking trails
- Improving bicycle access
- Investing in more library materials

Q13. Support For Community Investment Areas

Los Gatos 2025 vs. Los Gatos 2022



ITEM NO. 25.

Questions?

Thank you!

Get In Touch

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