



**TOWN OF LOS GATOS
COUNCIL MEETING AGENDA
OCTOBER 01, 2024
110 EAST MAIN STREET AND TELECONFERENCE
TOWN COUNCIL CHAMBERS
7:00 PM**

*Mary Badame, Mayor
Matthew Hudes, Vice Mayor
Rob Moore, 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.

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/82232739012?pwd=1zlbRu029_33oyBb9l3AyTZQ7D2MEQ.kN8FbuOkINsmz-Jj
Passcode: 793054 You can also type in 822 3273 9012 in the “Join a Meeting” page on the Zoom website at <https://zoom.us/> and use passcode 793054.

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:** (1) Comments will be limited to three (3) minutes or less at the Mayor’s discretion.
(2) 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). All comments received will become part of the record.
(3) 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.
(4) Persons wishing to make an audio/visual presentation must submit the presentation electronically to Clerk@losgatosca.gov no later than 3:00 p.m. on the day of the Council meeting.

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 *(Items appearing on the Consent Items are considered routine Town business and may be approved by one motion. Any member of the Council may request to have an item removed 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 Minutes of the September 17, 2024 Closed Session Town Council Meeting.
- [2.](#) Approve Minutes of the September 17, 2024 Town Council Meeting.
- [3.](#) Shannon Road Pedestrian and Bikeway Improvement Project (CIP No. 813-0218):
 - a. Authorize the Town Manager to Execute the Fifth Amendment to the Consulting Services Agreement with ActiveWayz Engineering for Additional Engineering Services in the Amount of \$15,772, Resulting in a Total Agreement Amount Not to Exceed \$292,705; and
 - b. Extend the Term to December 31, 2025.
- [4.](#) Authorize the Town Manager to Execute an Agreement for Consultant Services with VisionScape Imagery, Inc. to Provide Video Rendering Services to the Town.
- [5.](#) Authorize Staff to Hire the Senior Services Coordinator as a Contractor or as a Town Employee.

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 able to be 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.)*

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

6. Consider the Following Actions in Support of Multi-Tenant Civic Center Monument Signage:
 - a. Authorize Creation of a New Capital Improvement Project for the Monument Signage; and
 - b. Authorize an Expenditure Budget Transfer in the Amount of \$50,000 From the Downtown Streetscape Project (CIP No. 813-0235) to the Monument Signage Project.
7. Discuss and Provide Direction on a New Town Event for Fall 2025 That Expands Upon the Town's Annual Movie Night (Screen on the Green).

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]



**TOWN OF LOS GATOS
COUNCIL CLOSED SESSION MINUTES**

MEETING DATE: 10/01/2024

ITEM NO: 1

ITEM NO. 1.

**DRAFT
Minutes of the Town Council Special Meeting – Closed Session
Tuesday, September 17, 2024
5:15 P.M.**

The Town Council of the Town of Los Gatos conducted a special meeting in-person.

MEETING CALLED TO ORDER AT 5:16 P.M.

ROLL CALL

Present: Mayor Mary Badame, Vice Mayor Matthew Hudes, Council Member Rob Rennie, Council Member Rob Moore, and Council Member Maria Ristow.

Absent: None.

VERBAL COMMUNICATIONS (ONLY ON ITEMS ON THE AGENDA)

Susanne Fiore

- Commented on the 4 Tait Avenue property and requested any future use be residential friendly and preserve its historic nature.

Steven McGrath

- Commented on the 4 Tait Avenue property and stated support for the purchase offer.

Nicole Reginelli

- Commented on the 4 Tait Avenue property and stated support for the purchase offer.

Nadav Buzi

- Commented on the 4 Tait Avenue property and would like the structure preserved and restored.

Wendy Zanardi

- Commented on the 4 Tait Avenue property and requested Council consider the adjacent preschool when deciding on the use of the property.

Cameron Hunter

- Commented on the 4 Tait Avenue property and stated support for the purchase offer.

Marlene Ferrigno

- Commented on the 4 Tait Avenue property and stated support for the purchase offer.

Mike Wasserman

- Commented on the 4 Tait Avenue property and stated support for the purchase offer.

PAGE 2 OF 2

SUBJECT: Draft Minutes of the Special Town Council Meeting of September 17, 2024

DATE: September 17, 2024

THE TOWN MOVED TO CLOSED SESSION ON THE FOLLOWING ITEMS:

- 1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code Section 54956.8)
Property: 4 Tait Avenue Agency Negotiator: Katy Nomura, Interim Town Manager
Negotiating Parties: Town of Los Gatos, Ron White Under Negotiation: Price and Terms of Payment

- 2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant Exposure to
Litigation Pursuant to Government Code Section 54956.9(d)(2): 3 potential cases
Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4): 1 case

The Town Council reconvened in open session. There was no reportable action.

ADJOURNMENT

The meeting adjourned at approximately 6:55 p.m.

Attest:

Submitted by:

Wendy Wood, Town Clerk

Katy Nomura, Interim Town Manager



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 10/01/2024

ITEM NO: 2

ITEM NO. 2.

**DRAFT
Minutes of the Town Council Meeting
Tuesday, September 17, 2024**

The Town Council of the Town of Los Gatos conducted a regular meeting in-person and utilizing teleconferencing means on Tuesday, September 17, 2024, at 7:00 p.m.

MEETING CALLED TO ORDER AT 7:04 P.M.

ROLL CALL

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

Absent: None

PLEDGE OF ALLEGIANCE

Elise Greenstreet and Alyssa Ackalloor led the Pledge of Allegiance. The audience was invited to participate.

Gabrielle Whelan, Town Attorney, requested the Council make a motion to authorize staff to pull item #11 from the agenda and re-notice the item for a future meeting.

11. Consider Adoption of a Resolution of Necessity to Authorize Acquisition of Private Property Through Eminent Domain for the Shannon Road Capital Improvement Project (CIP No. 811-0008).

MOTION: Motion by Vice Mayor Hudes to continue this item to another meeting. Seconded by Council Member Rennie.

VOTE: Motion passed unanimously.

CONSENT ITEMS (TO BE ACTED UPON BY A SINGLE MOTION)

1. Approve the September 3, 2024 Closed Session Meeting Minutes.
2. Approve the September 3, 2024 Study Session Meeting Minutes.
3. Approve the September 3, 2024 Regular Session Meeting Minutes.
4. Receive the Monthly Financial and Investment Report for July 2024.
5. Authorize the Interim Town Manager to Execute an Agreement with Rotary Club of Los Gatos for Acceptance of a Gift of an "Oak Grove" at Live Oak Manor Park.
6. Appoint Mayor Mary Badame as the Town's "Director" Representative to the Silicon Valley Animal Control Authority (SVACA) Joint Powers Authority Board; and Appoint Councilmember Rob Moore as the Town's "Alternate Director" Director Representative.

SUBJECT: Draft Minutes of the Town Council Meeting of September 17, 2024

DATE: September 17, 2024

7. Authorize the Interim Town Manager to Execute the Third Amendment to the Consultant Services Agreement with Mott MacDonald Group Inc. to Provide Additional Construction Support Services in an Amount Not to Exceed \$49,901, For a Total Contract Not to Exceed Amount of \$833,019, for the Los Gatos Creek Trail to Highway 9 Trailhead Connector Project (CIP No. 832-4505), Federal Project No. CML-5067(021).
8. Authorize the Interim Town Manager to Execute an Agreement with Kimley-Horn and Associates, Inc. in the Amount of \$37,135 to Assess and Evaluate Artificial Turf and Natural Grass at Creekside Sports Park (CIP Project 831-4404).
9. Receive Interim Community Center Improvement Cost Estimates and Implementation Update.
10. Adopt a Resolution Approving the Town of Los Gatos Local Hazard Mitigation Plan (LHMP) Annex to the County of Santa Clara Multi-Jurisdictional Hazard Mitigation Plan (MJHMP).

RESOLUTION 2024-047

Vice Mayor Hudes pulled item 9.

Council Member Moore stated he submitted comments on item five.

Council Member Rennie and Council Member Ristow stated they submitted comments on item eight.

Mayor Badame opened public comment.

Cynthia Fan

- Requested Council postpone approving the agreement and commented on concerns.

Carin Yamamoto

- Commented on concerns with the artificial turf fillers.

Susan Hinton, Sierra Club Loma Prieta Chapter

- Commented on concerns with artificial turf.

Pam Bond

- Commented on concerns with artificial turf.

Gus

- Commented on using natural grass and artificial turf fields.

Mayor Badame closed public comment.

Vice Mayor Hudes pulled item 8.

SUBJECT: Draft Minutes of the Town Council Meeting of September 17, 2024

DATE: September 17, 2024

MOTION: Motion by Vice Mayor Hudes to approve consent item 1-10, except items 8 and 9. Seconded by Council Member Ristow.

VOTE: Motion passed unanimously.

VERBAL COMMUNICATIONS

Melissa Toren, KCAT TV, and Joanne Talesfore, Chair of Oktoberfest

- Commented on KCAT programs and events and announced the upcoming Oktoberfest event.

Nancy Cole, Midpeninsula Regional Open Space and Bear Creek Redwood Preserve

- Commented on a potential Midpeninsula Open Space project in the Bear Creek Redwood Preserve.

Vibhas Simha

- Commented on having a requirement for new municipal buildings to utilize renewable energy.

Carin Yamamoto

- Commented on concerns with proposed developments.

Gus Who

- Read a passage from a book, commented on political representation, and stated concerns with the cost of a water bill.

OTHER BUSINESS

12. Receive an Update on the Downtown Restroom Feasibility Study (CIP No. 821-2011) and Provide Direction to Town Staff.

Marina Chislett, Environmental Program Specialist, presented the staff report.

Mayor Badame opened public comment.

No one spoke.

Mayor Badame closed public comment.

Council discussed the item.

PAGE 4 OF 8

SUBJECT: Draft Minutes of the Town Council Meeting of September 17, 2024

DATE: September 17, 2024

MOTION: Motion by Council Member Ristow to make this a capital project, direct staff to move forward with the design, and put this on the CIP (Capital Improvement Program) for next year. **Seconded by Council Member Moore.**

Council Member Ristow clarified her motion was for the location at the Town Plaza next to the bus stop which was listed in the staff report as Site One Option Two.

VOTE: Motion failed 2-3. Council Member Rennie, Vice Mayor Hudes, Mayor Badame voted no.

MOTION: Motion by Vice Mayor Hudes to proceed to next stage of the study, put [the project] into the Capital Improvement Program, evaluate an Automated Public Toilet (APT), and if space permits consider placing it in [Site] Four [Option] One which is in the median across the street [from Town Plaza Park]. **Seconded by Mayor Badame.**

Vice Mayor Hudes clarified that his motion included continuing to explore Site One Option Two.

VOTE: Motion passed unanimously.

13. Provide Direction on a Potential Senior Services Coordinator, Approve an Expenditure and Revenue Budget Adjustment in the Amount of \$74,135 to Allocate Fiscal Year 2023/24 Carryforward Grant Funding, and Approve Any Other Necessary Expenditure Budget Adjustments.

Katy Nomura, Interim Town Manager, presented the staff report.

Mayor Badame opened public comment.

Elenor Yick, Community Health and Senior Services Commission (CHSSC) Chair
- Clarified the CHSSC's discussion regarding a Senior Services Coordinator.

Mayor Badame closed public comment.

Council discussed the item.

MOTION: Motion by Vice Mayor Hudes to approve a Community [Senior] Services Coordinator position at 0.75 FTE with the dollar amount not to exceed \$140,000; [utilize] funds from the Capital Reserve Account and [request] the County allow the Town to use grant [funds]. **Seconded by Mayor Badame.**

VOTE: Motion failed 2-3. Council Members Rennie, Ristow, and Moore voted no.

SUBJECT: Draft Minutes of the Town Council Meeting of September 17, 2024

DATE: September 17, 2024

MOTION: Motion by Council Member Moore to proceed with an RFP (Request for Proposal) for a Senior Services Coordinator not to exceed \$75,000 and to contact the county about the possibility of using existing grant money for this position, with the intention of this being a two-year position, but only budgeting the \$75,000 for this first year. **AMENDMENT:** Direct staff to work with CHSSC to prioritize the recommended duties. **Seconded by Council Member Ristow.**

VOTE: Motion passed unanimously.

MOTION: Motion by Council Member Moore to make expenditure and revenue budget adjustments in the amount of \$74,135 for the remaining grant funding to expend it in this year and an expenditure budget adjustment in the amount of \$75,000 from the Capital/Special Projects Reserve. **Seconded by Council Member Ristow.**

VOTE: Motion passed unanimously.

14. Adopt a Commission Events Policy and Revised Town Council Policy 5-03 “Commission Budgets.” **POLICY 5-03** and **POLICY 5-04**

Katy Nomura, Interim Town Manager, presented the staff report.

Mayor Badame opened public comment.

No one spoke.

Mayor Badame closed public comment.

Council discussed the item.

MOTION: Motion by Council Member Ristow to adopt the Commission Events Policy in attachment one and the revised Town Council Policy 5-03 Commission Budgets in attachment two. **Seconded by Council Member Moore.**

VOTE: Motion passed unanimously.

PUBLIC HEARING

15. Adopt a Resolution to Renew an Ordinance Approving a Military Equipment Funding, Acquisition, and Use Policy Pursuant to Assembly Bill 481. **RESOLUTION 2024-048**

Rebecca Albin, Police Captain, presented the staff report.

Mayor Badame opened public comment.

No one spoke.

PAGE 6 OF 8

SUBJECT: Draft Minutes of the Town Council Meeting of September 17, 2024

DATE: September 17, 2024

Mayor Badame closed public comment.

Council discussed the item.

MOTION: Motion by Council Member Ristow to adopt a resolution in attachment five to renew an ordinance approving a Military Equipment Funding, Acquisition, and Use Policy pursuant to Assembly Bill 481. **Seconded by Council Member Moore.**

VOTE: Motion passed unanimously.

Mayor Badame called a recess at 8:56 p.m.

The meeting was reconvened at 9:05 p.m.

Pulled Consent Items

8. Authorize the Interim Town Manager to Execute an Agreement with Kimley-Horn and Associates, Inc. in the Amount of \$37,135 to Assess and Evaluate Artificial Turf and Natural Grass at Creekside Sports Park (CIP Project 831-4404).

Nicolle Burnham, Parks and Public Works Director, presented the staff report.

Mayor Badame opened public comment.

Cynthia Fan

- Commented on concerns.

Leanne

- Requested the scope of services be refined.

Susan Hinton

- Commented on concerns.

Mayor Badame closed public comment.

Council discussed the item.

MOTION: Motion by Vice Mayor Hudes to authorize the Interim Town Manager to execute an agreement with Kimley-Horn and Associates, Inc. in attachment one in the Amount of \$37,135 to Assess and Evaluate Artificial Turf and Natural Grass at Creekside Sports Park (CIP Project 831-4404). **Seconded by Council Member Ristow.**

VOTE: Motion passed unanimously.

SUBJECT: Draft Minutes of the Town Council Meeting of September 17, 2024

DATE: September 17, 2024

9. Receive Interim Community Center Improvement Cost Estimates and Implementation Update.

Katy Nomura, Interim Town Manager, presented the staff report.

Mayor Badame opened public comment.

Elenor Yick, CHSSC Chair

- Appreciated the actions taken and suggested that the Council purchase an additional cart (hybrid meeting equipment system).

Lee Fagot

- Commented on meeting spaces for community groups and concerns with rental fees.

Mayor Badame closed public comment.

Council discussed the item.

MOTION: Motion by Vice Mayor Hudes to move forward with purchasing the equipment and to have discussions with Los Gatos-Saratoga Recreation about the room charges being cost recovery and provisions in the lease. **Seconded by Council Member Ristow.**

VOTE: Motion passed unanimously.

COUNCIL/TOWN MANAGER REPORTS

Council Matters

- Council Member Ristow stated she attended the 9/11 Veterans Memorial and Support Foundation Rise event; Silicon Valley Clean Energy Authority (SVCEA) Board of Directors meeting; met with a developer for New Town, a representative from Citi Ventures; attended Assemblymember Gail Pellerin's Care Fair; Taste of Los Gatos; met with grant recipients from St. Vincent de Paul; attended the Los Gatos Anti-Racism Coalition potluck; met with residents of Benedict Lane; and met with residents on Blossom Hill Road to discuss safety concerns.
- Council Member Moore stated he attended the Democratic National Convention (DNC) as an elected delegate; spoke to West Valley College students at their National Voter Registration Day event; presented to West Valley College and Mission College student leaders; met with West Valley and Mission College students regarding assistance for the homeless; attended the Bay Area Municipal Elections Committee (BAYMEC) brunch; Los Gatos-Monte Sereno Police Department (LGMSPD) swearing-in and promotion ceremony; participated in the Street Dog Coalition podcast; was a guest on the KPCR Radio Show; attended the Election Official Roundtable with Silicon Valley at Home (SV@Home); Democratic Victory Dinner; Assemblymember Gail Pellerin's Care Fair; Antiracism coalition potluck, and the West Valley Sanitation District (WVSD) Board Meeting

SUBJECT: Draft Minutes of the Town Council Meeting of September 17, 2024

DATE: September 17, 2024

- Council Member Rennie stated he met with representatives for Citi Ventures regarding a development on Los Gatos Boulevard.
- Vice Mayor Hudes stated he met with two developers; Paul Gunsky the operator of the movie theatre; attended several meetings with the Los Gatos Thrives Foundation Executive Committee and Community Center Development group; announced Los Gatos Thrives Foundation will host a design workshop for a community center; met with residents located next to two developments; participated in the Sourcewise Advisory Committee meeting; participated in a Finance Commission meeting; attended the LGMSPD swearing-in and promotion ceremony; the 9/11 Veterans Memorial and Support Foundation event; and met with individuals interested in use of the Museum on Tait Avenue.
- Mayor Badame stated she participated in the West Valley Clean Water Authority (WVCWA) Board meeting; West Valley Solid Waste Management Authority (WVSWMA) Board meeting; Finance Commission meeting; LGMSPD swearing-in and promotion ceremony; participated in the 9/11 Veterans Memorial and Support Foundation event; and attended the Salvation Army Silicon Valley Women Leaders Social Hour.

Town Manager Matters

- Interim Town Manager Nomura announced Screen on the Green will take place on Friday, September 20 at 6:15 p.m. and invited all to attend.

CLOSED SESSION REPORT

- Gabrielle Whelan, Town Attorney, stated the Town Council met in closed session to discuss real property negotiations for 4 Tait Avenue in accordance with Government Code Section 54956.8 and there is no reportable action. The Town Council also met to discuss anticipated litigation and potential initiation of litigation in accordance with Government Code 54956.9 and there was no reportable action.

ADJOURNMENT

The meeting adjourned at 9:57 p.m.

Respectfully Submitted:

Jenna De Long, Deputy Town Clerk



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 10/01/2024

ITEM NO. 3.

ITEM NO: 3

DATE: September 26, 2024
TO: Mayor and Town Council
FROM: Katy Nomura, Interim Town Manager
SUBJECT: Shannon Road Pedestrian and Bikeway Improvement Project (CIP No. 813-0218):
a. Authorize the Town Manager to Execute the Fifth Amendment to the Consulting Services Agreement with ActiveWayz Engineering for Additional Engineering Services in the Amount of \$15,772, Resulting in a Total Agreement Amount Not to Exceed \$292,705; and
b. Extend the Term to December 31, 2025

RECOMMENDATION:

Shannon Road Pedestrian and Bikeway Improvement Project (CIP No. 813-0218):

- a. Authorize the Town Manager to execute the fifth amendment to the consulting services agreement with ActiveWayz Engineering for additional engineering services in the amount of \$15,772, resulting in a total agreement amount not to exceed \$292,705; and
- b. Extend the term to December 31, 2025.

BACKGROUND:

The Shannon Road Pedestrian and Bikeway Improvements Project will provide pedestrian and bicycle safety improvements on Shannon Road between Los Gatos Boulevard and Cherry Blossom Lane. This segment of Shannon Road is a two-lane neighborhood collector street with high volumes of bicycle and pedestrian traffic when schools are in session. The street is a popular route for students attending Blossom Hill Elementary, Louise Van Meter Elementary, and Raymond J. Fisher Middle Schools. There are intermittent sections of sidewalk on both sides of the roadway. Currently, on-street parking is not allowed on Shannon Road between 7 a.m. and 6 p.m., except on Saturdays, Sundays, and holidays. Construction of this project started in September 2024.

PREPARED BY: Saurabh Nijhawan
Senior Civil Engineer

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

PAGE 2 OF 3

SUBJECT: Authorize Fifth Amendment to Consultant Services Agreement with ActiveWayz Engineering

DATE: September 26, 2024

On April 20, 2021, the Town Council authorized the Town Manager to execute a consultant services agreement in the amount of \$126,631 with ActiveWayz Engineering for design services associated with the Shannon Road Pedestrian and Bikeway Improvement Project.

On March 1, 2022, the Town Council authorized the Town Manager to execute the First Amendment to the consultant services agreement with ActiveWayz Engineering, in an amount of \$44,840 to provide additional community outreach and additional design options as a result of community concerns, for a total agreement amount \$171,471.

On April 18, 2023, the Town Council authorized the Town Manager to execute the Second Amendment to the consultant services agreement with ActiveWayz Engineering, in an amount of \$25,238 for bidding support services for a total agreement amount \$196,709. At this meeting, Town Council directed staff to modify the design to address resident concerns.

On August 15, 2023, the Town Council authorized the Town Manager to execute the Third Amendment to the consultant services agreement with ActiveWayz Engineering, in an amount of \$80,224 to incorporate the design changes required as a result of additional community outreach completed in June 2023. This resulted in a total agreement amount \$276,933.

On December 5, 2023, the Town Council authorized the Town Manager to execute the Fourth Amendment to the consultant services agreement with ActiveWayz Engineering, extending the term to December 31, 2024, to accommodate the delay in construction that resulted from community requested changes.

DISCUSSION:

ActiveWayz Engineering initially allocated \$19,490 to assist Town staff in acquiring the Construction Funding Authorization (E-76) from Caltrans. The E-76 form is required because the project includes transportation funding through the Vehicle Emissions Reduction Based at Schools (VERGS) and Transportation Fund for Clean Air (TFCA) grant programs. The completion of the E-76 was delayed due to the changes in project design, including the final changes following the June 2023 outreach, which necessitated unanticipated changes to the E-76.

As a result, ActiveWayz ended up spending \$34,154.11 for these services (a net increase of \$15,772) resulting in the need for a fifth amendment.

PAGE 3 OF 3

SUBJECT: Authorize Fifth Amendment to Consultant Services Agreement with ActiveWayz Engineering

DATE: September 26, 2024

CONCLUSION:

Approving the fifth amendment will ensure ActiveWayz Engineering will allow for necessary construction support for the Shannon Road Pedestrian and Bikeway Improvement Project.

FISCAL IMPACT:

There are sufficient funds in the Adopted Fiscal Year 2024/25-2028/29 CIP Budget for this amendment to the contract with ActiveWayz.

| Shannon Road Pedestrian and Bikeway Improvements | | |
|--|---------------------|---------------------|
| CIP No. 813-0218 | | |
| | Budget | Costs |
| GFAR | \$ 740,296 | |
| OBAG Grant | \$ 940,100 | |
| TFCA Grant | \$ 174,250 | |
| Storm Basin #1 | \$ 647,717 | |
| Traffic Mitigation | \$ 133,380 | |
| Underground Utility Funds | \$ 71,201 | |
| Total Budget | \$ 2,706,944 | |
| Expenses Including Encumbrances | | \$ 2,442,738 |
| Construction Contingency for Sposeto Engineering (Previously Approved) | | \$ 195,449 |
| Fifth Amendment with ActiveWayz (Requested with this Staff Report) | | \$ 15,772 |
| Temporary/Part-Time Staff | | \$ 52,985 |
| Total Expenditures | | \$ 2,706,944 |
| Remaining Budget | | \$0 |

ENVIRONMENTAL ASSESSMENT:

This is a project as defined under CEQA and is Categorically Exempt (Section 15301(c)). A Notice of Exemption has been filed.

Attachments:

1. Fifth Amendment to Agreement for Consultant Services - ActiveWayz Engineering, with Exhibits A (previous amendments and original agreement) and B (task list)

FIFTH AMENDMENT TO AGREEMENT

This FIFTH AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES is dated for identification this 1st day of October 2024 and amends that certain Fourth Amendment to Agreement for Consultant Services dated December 5, 2023, made by and between the Town of Los Gatos, ("Town") and the ActiveWayz Engineering ("Consultant") identified as an S Corporation and whose address is 2170 The Alameda Ste 200, San Jose, CA 95126

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 March 1, 2022, a Second Amendment to Agreement for Consultant Services on April 1, 2023, a Third Amendment to Agreement for Consultant Services on August 15, 2023, and a Fourth Amendment to Agreement for Consultant Services on December 5, 2023 for the Shannon Road Pedestrian and Bikeway improvements Project (CIP No. 813-0218), copies of which are attached hereto and incorporated by reference as Exhibit A to this Amendment.
- B. Town desires to amend the Agreement to extend the term and add to increase the compensation.

AMENDMENT

1. Section 2.2 Term and Time of Performance is amended to read:

This contract will remain in effect from May 3, 2021, and extend to December 31, 2025.

2. Section 2.6 Compensation is amended to read as follows:

Additional compensation for Consultant's professional services shall be increased by \$15,772. For a total agreement amount **not to exceed \$292,705**, inclusive of all costs. 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:

ActiveWayz Engineering:

Katy Nomura, Interim Town Manager

Admas Zewdie, President

Department Approval:

Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

Attest:

Gabrielle Whelan, Town Attorney

Wendy Wood, CMC, Town Clerk

FOURTH AMENDMENT TO AGREEMENT

This FOURTH AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES is dated for identification this 5th day of December 2023 and amends that certain Third Amendment to Agreement for Consultant Services dated August 15, 2023, made by and between the Town of Los Gatos, ("Town") and the ActiveWayz Engineering ("Consultant") identified as an S Corporation and whose address is 2170 The Alameda Ste 200, San Jose, CA 95126

RECITALS

- A. Town and Consultant entered into an Agreement for Consultant Services on May 3, 2021 ("Agreement") a First Amendment for Consultant Services Agreement on March 1, 2022, a Second Amendment for Consultant Services Agreement on April 1, 2023, and a Third Amendment for Consultant Services Agreement on August 15, 2023 for the Shannon Road Pedestrian and Bikeway improvements Project (CIP No. 813-0218), copies of which are attached hereto and incorporated by reference as Exhibit A to this Amendment.
- B. Town desires to amend the Agreement to extend the term and add to the minimum scope of insurance of the agreement.

AMENDMENT

1. Section 2.2 Term and Time of Performance is amended to read:

The contract term is extended to December 31, 2024.

2. Section 3.1 Minimum Scope of Insurance is amended to read:

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.

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:

ActiveWayz Engineering:

DocuSigned by:
Laurel Prevetti
853FEEA2EB39470...
Laurel Prevetti, Town Manager

DocuSigned by:
Admas Zewdie
EC49C3B6AA4744E...
Admas Zewdie, President

Department Approval:

DocuSigned by:
Nicolle Burnham
0E97831349044C3...
Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

Attest:

DocuSigned by:
Gabrielle Whelan
EFD6738A5534428...
Gabrielle Whelan, Town Attorney

DocuSigned by:
Wendy Wood
BF6EBCBE2C214F8...
Wendy Wood, CMC, Town Clerk

THIRD AMENDMENT TO AGREEMENT

This THIRD AMENDMENT TO AGREEMENT is dated for identification this 15th day of August 2023 and amends that certain Second Amendment to Agreement for Consultant Services dated April 1, 2023, made by and between the Town of Los Gatos, ("Town") and the ActiveWayz Engineering ("Consultant") identified as an S Corporation and whose address is 2170 The Alameda Ste 200, San Jose, CA 95126

RECITALS

- A. Town and Consultant entered into an Agreement for Consultant Services on May 3, 2021 ("Agreement") and a First Amendment for Consultant Services Agreement on March 1, 2022, and a Second Amendment for Consultant Services Agreement on April 1, 2023 for the Shannon Road Pedestrian and Bikeway improvements Project (CIP No. 813-0218), copies of which are attached hereto and incorporated by reference as Exhibit A to this Amendment.
- B. Town desires to amend the Agreement to add to the scope of services and for additional compensation.

AMENDMENT

1. 2.1 Scope of Services is amended to read as follows:

Consultant shall provide services as described in that certain Proposal sent to the Town on July 31, 2023, which is hereby incorporated by reference and attached as Exhibit B.

2. 2.6 Compensation is amended to read as follows:

Additional compensation for Consultant's professional services shall be increased by \$80,224. For a total agreement amount **not to exceed \$276,933**, inclusive of all costs. Payment shall be based upon Town approval of each task based on Exhibit B.

3. All other items and conditions of the Agreement remain in full force and effect.

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

Town of Los Gatos:

DocuSigned by:
Katy Nomura
3BC2441CEBC343B...

Katy Nomura, Assistant Town Manager For
Laurel Prevetti, Town Manager

ActiveWayz Engineering:

DocuSigned by:
Admas Zewdie
EC49C3B6AA4744E...

Admas Zewdie, President

Department Approval:

DocuSigned by:
Nicolle Burnham
0E07831340644C3...

Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

DocuSigned by:
Gabrielle Whelan
EFD0730A5534428...

Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood
BF0EBCBE2C214F8...

Wendy Wood, CMC, Town Clerk

SECOND AMENDMENT TO AGREEMENT

This SECOND AMENDMENT TO AGREEMENT is dated for identification this 1st day of April 2023 and amends that certain First Amendment to Agreement for Consultant Services dated March 1, 2022, made by and between the Town of Los Gatos, ("Town") and the ActiveWayz Engineering ("Consultant") identified as an S Corporation and whose address is 2170 The Alameda Ste 200, San Jose, CA 95126

RECITALS

- A. Town and Consultant entered into an Agreement for Consultant Services on May 3, 2021 ("Agreement") and a First Amendment for Consultant Services Agreement on March 1, 2022 for the Shannon Road Pedestrian and Bikeway improvements Project (CIP No. 813-0218), copies of which are attached hereto and incorporated by reference as Exhibit A to this Amendment.
- B. Town desires to amend the Agreement to add to the scope of services and for additional compensation.

AMENDMENT

1. 2.1 Scope of Services is amended to read as follows:

Consultant shall provide services as described in that certain Proposal sent to the Town on March 8, 2023, which is hereby incorporated by referenced and attached as Exhibit B.

2. 2.6 Compensation is amended to read as follows:

Additional compensation for Consultant's professional services shall be increased by \$25,238. For a total agreement amount **not to exceed \$196,709**, inclusive of all costs. Payment shall be based upon Town approval of each task based on Exhibit B.

3. All other items and conditions of the Agreement remain in full force and effect.

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

Town of Los Gatos:

DocuSigned by:
Laurel Prevetti
855FEEA2EB39470...

Laurel Prevetti, Town Manager

ActiveWayz Engineering:

DocuSigned by:
Admas Zewdie
EG49C3B6AA4744E...

Admas Zewdie, President

Department Approval:

DocuSigned by:
Nicolle Burnham
0E07831340644C3...

Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

DocuSigned by:
Gabrielle Whelan
EFD0738A5534428...

Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood
BF0EBCBE2C214F8...

Wendy Wood, CMC, Town Clerk

FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

This FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES is dated for identification this 1st day of March 2022 and amends that certain AGREEMENT FOR CONSULTANT SERVICES dated May 3, 2021, made by and between the **TOWN OF LOS GATOS**, ("Town,") and **ACTIVWAYZ ENGINEERING** ("Consultant").

RECITALS

- A. Town and Consultant entered into an Agreement for Consultant Services on May 3, 2021 ("Agreement"), for the Shannon Road Pedestrian and Bikeway Improvements Project (CIP No. 813-0218), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- B. Town desires to amend the Agreement for the additional design services need for the project as described in Exhibit B (Amendment Request from ActiveWayz Engineering dated February 18, 2022) attached hereto and incorporated by reference.

AMENDMENT

1. Section 2.1 Scope of Services is amended to read:

Consultant shall provide services as described in Exhibit A and Exhibit B (Amendment Request from ActiveWayz Engineering dated February 18, 2022), which are hereby incorporated by reference.

2. Section 2.6 Compensation is amended to read:

Compensation for Consultant's professional services **shall not exceed \$171,471.00**, inclusive of all costs as described in Exhibit A and Exhibit B. Payment shall be based upon Town approval of each task.

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

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

Town of Los Gatos by:

DocuSigned by:
Laurel Prevetti 3/23/2022
853FEEA2EB39470...
Laurel Prevetti
Town Manager

Consultant by:

DocuSigned by:
Admas Zewdie
EC49C3B6AA474E...
Admas Zewdie, President
Print Name/Title

Recommended by:

DocuSigned by:
Matt Morley 3/11/2022
BBA0B3B0D8F4484...
Matt Morley
Director of Parks and Public Works

Approved as to Form:

DocuSigned by:
Robert W. Schultz 3/23/2022
2FE0938355B744C...
Robert Schultz, Town Attorney

Attest:

DocuSigned by:
Shelley Neis 3/23/2022
B9666F65B1F34F6...
Shelley Neis, MMC, CPMC, Town Clerk



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") and ACTIVEWAYZ ENGINEERING, ("Consultant"), whose address is 2170 The Alameda, Suite 200, San Jose, CA 95126. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 Town desires to engage Consultant to provide Consultant Services for Shannon Road Pedestrian and Bikeway Improvements Project (CIP No. 813-0218).
- 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 Exhibit A, which is hereby incorporated by reference.
- 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 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 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 \$126,631.00**, 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 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: 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 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. Consultant shall save, keep, hold harmless and indemnify and defend the Town, its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

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. 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 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

ACTIVEWAYZ ENGINEERING
Attn: Admas Zewdie
2170 The Alameda, Suite 200
San Jose, CA 95126

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, Town and Consultant have executed this Agreement.

Town of Los Gatos by:

Consultant, by:

DocuSigned by:

Laurel Prevetti

5/20/2021

Laurel Prevetti, Town Manager

DocuSigned by:

Admas Zewdie

5/18/2021

Admas Zewdie, President

Recommended by:

DocuSigned by:

Matt Morley

5/19/2021

Matt Morley
Director of Parks and Public Works

Admas Zewdie, President

Printed Name and Title

Approved as to Form:

DocuSigned by:

Robert W. Schultz

5/20/2021

Robert Schultz, Town Attorney

Attest:

DocuSigned by:

Shelley Neis

5/20/2021

Shelley Neis, MMC, CPMC, Town Clerk



2170 The Alameda, Suite 200
San Jose, CA 95126
www.activewayz.engineering

ITEM NO. 3.

July 31, 2023

Gary Heap, P.E., Town Engineer
Town of Los Gatos, Parks & Public Works
41 Miles Ave, Los Gatos, CA 95030
(408) 399-5773

RE: Shannon Road Pedestrian and Bikeway Improvements Project – Amendment Request #3

Dear Gary,

Thank you for the opportunity to continue supporting the Town of Los Gatos in achieving the complete-street vision for Shannon Road. The Plans, Specification, and Estimate (PS&E) package for the Shannon Road Pedestrian and Bikeway Improvements Project was fully completed and ready to bid. This proposal is for the resign of the corridor based on Town Council direction to staff to accommodate recent resident requests for modification of the previous design. The proposed concept attempts to maximize placement of trees and reduce bicycle lane buffers to a minimum. We propose the following scope items to incorporate the desired changes and prepare contract package for the revised concept.

SCOPE OF SERVICES

Project Management

Communicate regularly with Town of Los Gatos project manager regarding project progress, challenges, and next action items; Prepare monthly invoices and progress reports; Prepare and maintain project schedule.

Utility Coordination

Review previously completed Notice to Owner (NTOs); coordinate with utility companies to update relocation plans if necessary; prepare amendment to previously approved utility and right of way certification documents in coordination with Caltrans.

Final Design

100% PS&E

Update the project geometric layout based on the Council-approved conceptual cross-sections; redesign driveways, curb ramps, drainage systems, and update relevant construction details accordingly; update project specifications and cost estimate.

Final PS&E

Review and respond to Town comments on the 100% PS&E package, update plans, specifications, and estimate to address Town comments.

OPTIONAL TASK - E-76 Construction Funding Authorizatoin Request

ActiveWayz will prepare construction funding application (E-76 package) to Caltrans Local Assistance. ActiveWayz will complete and submit the following forms for Caltrans review and approval:

- Exhibit 3a
- Exhibit 9d
- Exhibit 12d
- Exhibit 17-Ex-18
- Exhibit 12f

FTIP reference sheet, approved NEPA document (to be provided by Town), signed and sealed PS&E package will be included in the funding application package.

Project Budget Summary

The proposed fee for the abovementioned scope is \$70,688, excluding the optional task. The table below summarizes the overall project budget. A detailed breakdown of the proposed fee is included as Attachment A.

| | |
|--|-------------------|
| Original Contract | \$ 126,631 |
| Amendment #1 | \$ 44,840 |
| Amendment #2 (Construction Support) | \$ 25,238 |
| Contract Amount After Amendments | \$ 196,709 |
| | |
| Current Amendment Request (Excluding Optional Task) | \$ 70,688 |
| Contract Amount After Current Amendment | \$ 267,397 |
| | |
| Optional Task | \$9,536 |
| Contract Amount After Current Amendment (Including Optional Task) | \$ 276,933 |

I hope you find the above information helpful as you review our amendment request. Should you have any questions regarding the above, please contact me at admas@activewayz.engineering or at (408) 219-5678.

Sincerely,

ActiveWayz Engineering, Inc.



Admas Zewdie, P.E.

President

ATTACHMENT A

ActiveWayz Engineering
Fee Estimate

7/17/20 ITEM NO. 3.

**TOWN OF LOS GATOS
SHANNON ROAD PEDESTRIAN AND BIKEWAY IMPROVEMENTS (CIP No. 813-0218)
AMENDMENT #3**

| Tasks | ActiveWayz Engineering | | | | | | | |
|--|------------------------|-----------------|------------------------|------------|-----------------|-----------------|------------------------|-----------------|
| | Project Manager | Design Engineer | Engineering Technician | Total | Project Manager | Design Engineer | Engineering Technician | Total Fee |
| | Hours | | | | \$220 | \$136 | \$109 | |
| 1. Project Management | 24 | — | — | 24 | \$5,280 | — | — | \$5,280 |
| Sub-Task | | | | | | | | |
| Project Management & Coordination | 16 | — | — | 16 | \$3,520 | — | — | \$3,520 |
| Project Schedule | — | — | — | — | — | — | — | — |
| Kick-Off Meeting | — | — | — | — | — | — | — | — |
| Project Coordination Meeting | 8 | — | — | 8 | \$1,760 | — | — | \$1,760 |
| Ourteach Meetings (4) | — | — | — | — | — | — | — | — |
| 5. Utility Coordination | 10 | 16 | — | 26 | \$2,200 | \$2,176 | — | \$4,376 |
| Sub-Task | | | | | | | | |
| Utility Coordination | 10 | 16 | — | 26 | \$2,200 | \$2,176 | — | \$4,376 |
| | — | — | — | — | — | — | — | — |
| | — | — | — | — | — | — | — | — |
| | — | — | — | — | — | — | — | — |
| 6. Final Design | 66 | 342 | — | 408 | \$14,520 | \$46,512 | — | \$61,032 |
| Sub-Task | | | | | | | | |
| 65% PS&E | — | — | — | — | — | — | — | — |
| 100% PS&E | 52 | 264 | — | 316 | \$11,440 | \$35,904 | — | \$47,344 |
| Update Geometric Layout | 10 | | | | | | | |
| Prepare Demolition Xref File | | 8 | | | | | | |
| Prepare Demolition Plan Sheets | | 12 | | | | | | |
| Typical Cross Sections | | 8 | | | | | | |
| Profile Design | 8 | 22 | | | | | | |
| Plan and Profile Sheets | | 28 | | | | | | |
| Curb Ramp and Driveway Design | 10 | 40 | | | | | | |
| Improvement Detail Sheets | | 40 | | | | | | |
| Drainage System Design | | 32 | | | | | | |
| Drainage and Utility Xref File | | 12 | | | | | | |
| Drainage and Utility Plan Sheets | | 24 | | | | | | |
| Signing and Striping Sheets | | 16 | | | | | | |
| Quantity Calculation/Cost Estimate | | 22 | | | | | | |
| Specifications | 12 | | | | | | | |
| QC Review | 12 | | | | | | | |
| Final PS&E | 12 | 70 | — | 82 | \$2,640 | \$9,520 | — | \$12,160 |
| Comment Review and Responses | 3 | 4 | | | | | | |
| Update Xref Files (Geom, Prof, Demo, Drainage) | | 12 | | | | | | |
| Update Plan Sheets | | 46 | | | | | | |
| Update Estimate | | 8 | | | | | | |
| Update Specs | 3 | | | | | | | |
| QC Review | 6 | | | | | | | |
| E-76 Support to Town Staff | 2 | 8 | | 10 | \$440 | \$1,088 | — | \$1,528 |
| Total | 100 | 358 | — | 458 | \$22,000 | \$48,688 | — | \$70,688 |

| Optional Task | Project Manager | Design Engineer | Engineering Technician | Total | Project Manager | Design Engineer | Engineering Technician | Total Fee |
|---|-----------------|-----------------|------------------------|-------|-----------------|-----------------|------------------------|-----------|
| E-76 Construction Funding Authorizatoin Request | 28 | 12 | 16 | 56 | \$6,160 | \$1,632 | \$1,744 | \$9,536 |

ACTIVWAYZ ENGINEERING**Shannon Road Pedestrian and Bikeway Improvement Project, Los Gatos, CA****WORK SCOPE**

03/08/2023

TASK 1: Bid Support

ActiveWayz Engineering will perform the following tasks:

- Provide clarifications and assistance during the bidding phase to satisfactorily answer any questions from prospective bidders, if requested by Town. Town to reproduce and distribute Contract Documents, maintain a plan holder's list and log of bidder's questions and responses.
- Attend Pre-Bid Meeting and Council meeting for construction award. Attend up to three (3) additional coordination meetings.
- Prepare up to two Addenda to Construction Documents, if needed. Town to reproduce and distribute all addenda.
- If addenda are issued, prepare a conformed set of documents that incorporated addenda into the documents.
- Assist Town in evaluating bids.

Deliverables:

1. Written clarifications and response to questions from prospective bidders, if needed
2. Addenda to the Bid Documents, if needed.
3. Conformed construction documents, if needed.

TASK 2: Construction Support

The Town's construction management team will have primary responsibility for construction management and inspection. Upon request by Town, ActiveWayz will perform the following tasks:

- Attend Pre-Construction Meeting and respond to pre- construction meeting questions.
- Review and approve shop drawings and submittals.
- Review Contractor's request for information (RFI's) and furnish additional drawings and/or specifications for supplementing, clarifying, and/or correcting purposes.
- Attend up to three (3) meetings and site visits when necessary as determined and requested by Town.
- Attend punch-list walk through meeting.
- Assist Town with the review of construction, and other activities, as requested.
- Prepare, review, and recommend approval of up to two (2) design related change orders, as requested.

Deliverables:

1. Shop drawing and submittal comments.
2. RFI responses.
3. Site visit memoranda, as required.
4. Drawings and specifications for supplementing, clarifying, and/or correcting the contract documents and for design related change orders.
5. Change orders, as required.

TASK 3: Record Drawings

ActiveWayz will perform the following tasks:

- At Final Completion of the Project, provide Town with one set of reproducible Record Drawing that reflects the changes to the work during construction based upon marked up prints, drawings, and other data furnished by the Contractor, Town, and Consultants.
- Provide a complete set of the Record Drawings and all X-ref files “bound,” including other associated fonts, plot style files on AutoCAD, including electronic copies in PDF format.

Deliverables:

1. Record Drawings using AutoCAD, and one set electronic copy in PDF format.

ActiveWayz Engineering
Fee Estimate

3/ ITEM NO. 3.

| ActiveWayz Engineering | | | | | | | | |
|-------------------------------------|-----------------|-----------------|------------------------|------------|-----------------|-----------------|------------------------|-----------------|
| | Project Manager | Design Engineer | Engineering Technician | Total | Project Manager | Design Engineer | Engineering Technician | Subtotal Fee |
| | Hours | | | | \$220 | \$136 | \$109 | |
| Tasks | \$220 | \$136 | \$109 | | | | | |
| 1. Bid Support | 21 | 6 | 14 | 41 | \$4,620 | \$816 | \$1,526 | \$6,962 |
| Sub-Task | | | | | | | | |
| Pre-bid Meeting | 2 | — | — | 2 | \$440 | — | — | \$440 |
| Council Meeting | 3 | — | — | 3 | \$660 | — | — | \$660 |
| Coordination Meetings (3 tot) | 6 | — | — | 6 | \$1,320 | — | — | \$1,320 |
| Prepare Addenda (2 tot) | 2 | 4 | 8 | 14 | \$440 | \$544 | \$872 | \$1,856 |
| Prepare Conformed Set | 2 | 2 | 6 | 10 | \$440 | \$272 | \$654 | \$1,366 |
| Evaluate Bids | 6 | — | — | 6 | \$1,320 | — | — | \$1,320 |
| 2. Construction Support | 38 | 36 | 12 | 86 | \$8,360 | \$4,896 | \$1,308 | \$14,564 |
| Sub-Task | | | | | | | | |
| Pre-Construction Meeting | 2 | — | — | 2 | \$440 | — | — | \$440 |
| Coordination Meetings (3 tot) | 6 | — | — | 6 | \$1,320 | — | — | \$1,320 |
| Review Shop Drawings and Submittals | 16 | 16 | — | 32 | \$3,520 | \$2,176 | — | \$5,696 |
| Respond to RFIs | 4 | 8 | — | 12 | \$880 | \$1,088 | — | \$1,968 |
| Prepare Change Order (2 tot) | 6 | 12 | 12 | 30 | \$1,320 | \$1,632 | \$1,308 | \$4,260 |
| Punch-list Walkthrough | 4 | — | — | 4 | \$880 | — | — | \$880 |
| 3. Record Drawings | 4 | 8 | 16 | 28 | \$880 | \$1,088 | \$1,744 | \$3,712 |
| Sub-Task | | | | | | | | |
| Prepare Record Drawings | 4 | 8 | 16 | 28 | \$880 | \$1,088 | \$1,744 | \$3,712 |
| Total | 63 | 50 | 42 | 155 | \$13,860 | \$6,800 | \$4,578 | \$25,238 |

SCOPE OF SERVICE

SCOPE OF SERVICES

1 PROJECT MANAGEMENT

- **Project Management and Coordination** – Communicate regularly with Town of Los Gatos project manager regarding project progress, challenges, and next action items; Coordinate activities of internal and subconsultant team members; Prepare monthly invoices and progress reports; Prepare and maintain project schedule.
- **Project Schedule** – Prepare a base line project schedule, and update project schedule as the project progresses.
- **Kick-Off Meeting** – Organize, attend, and lead project kick-off meeting; Prepare agenda and meeting minutes for each meeting.
- **Project Coordination Meeting** – Organize, attend, and lead bi-weekly coordination meetings; Prepare agenda and meeting minutes for the meetings.
- **Outreach Meetings** – Attend up to two (2) community outreach meetings and up to two (2) Town’s Complete Streets and Transportation Commission meetings.

Deliverables:

- Meeting agenda and minutes
- Project schedule
- Monthly invoice and progress report

Assumptions:

- The project will be completed within the duration shown in the attached project schedule.
- Outreach meetings will be noticed, organized and led by Town staff.

2 TOPOGRAPHIC SURVEY

- **Field Topographic Survey** – Provide a design-level topographic survey extending 10 to 20-feet beyond the right of way to allow for conform design and at minimum 50-feet beyond work limits shown in the exhibit attached to the RFP. The survey shall include existing right-of-way, roadway, surface utilities, sewer and storm drain manholes and their inverts, trees, fence, driveway, sidewalk, etc. Site coordinates will be established with RTK GPS at each intersection. Site control will be established and noted in the CAD file for future use by the contractor.
- **Right of Way Mapping** – Based upon a combination of record data and any monuments collected during topographic surveying, calculate the record data location of the existing right of way for the mapping corridor. Additionally, 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). Easements will be shown on the mapping product only to the extent shown on existing recorded maps.
- **Plat and Legal Description (OPTIONAL)** – Prepare Legal descriptions and Exhibit Plats for right of way acquisition. One summary sheet and calculations sheet, including the total area of the property, areas of acquisition, areas the acquisition overlaps any easements of record and the remainder area of the parcel will be prepared for each separate property owner where acquisition is proposed. One acquisition document may describe various takes including: CLIENT Right of Way, Utility Easements, Slope Easements, and Drainage Facility Easements. Since the number of acquisitions cannot be accurately determined at this time, we propose to include this work item as an optional task. The fee for preparing plat and legal description is \$1,000 per parcel.

SCOPE OF SERVICE

Deliverables:

- AutoCAD Civil 3D file with survey points and Digital Terrain Model
- AutoCAD file with existing right of way information
- Plats and Legal descriptions for acquisitions (OPTIONAL)

Assumptions:

- Topographic survey for the optional segment (Cherry Blossom Lane to Short Road) is not included. It is possible that the Town's currently available topographic mapping may be sufficient for the traffic calming work. If supplemental surveys are needed, the survey scope can be amended once the limits of additional surveys are determined.

3 DATA COLLECTION AND ALTERNATIVE ANALYSIS

- **Site Assessment** – Conduct a field visit to confirm existing conditions, obtain additional information, and take site pictures.
- **Project Background Information** – Obtain from Town and review background project information, such as prior studies, traffic analysis, traffic counts, collision data, community meeting minutes, etc. Request as-built maps from utility companies.
- **Base Map Preparation** – Using topographic survey, prepare a base map that depicts the existing information collected during the site visit and from utility companies. The base map will show approximate locations of existing utilities, signs, and pavement delineation.
- **Alternatives Analysis** – Prepare up to three feasible project alternatives for the proposed improvements. The alternatives shall be developed with careful evaluation of the needs of pedestrians, bicyclists, drivers, and adjacent residents. The concept plans shall clearly show the scope of improvements and the associated geometric parameters for the project. The plans shall show the proposed improvements and sufficient notes and references to communicate the design intent. The alternatives will take the following factors into consideration:
 - > cost
 - > implementation timeline
 - > on-street parking
 - > utility relocations
 - > tree impacts
 - > drainage (public and private)
 - > impacts to private property improvements
 - > pedestrian street crossings
 - > variations in right of way width
 - > enhancing safety and convenience for pedestrians and bicyclists
 - > street cross section (sidewalk type, bicycle accommodation, planting, parking, travel lanes, etc.)
 - > public acceptance

The alternatives will be presented on exhibits using aerial map background. Typical cross-sections at key locations will be included. At the conclusion of the alternative analysis, a written memo summarizing the alternatives and associated costs together with a recommendation will be provided in addition to the conceptual drawings to document the work effort.

Deliverables:

- Site photos
- Base map in AutoCAD containing topographic mapping, and existing utilities and right-of-way
- Exhibits of proposed alternatives (3)
- Exhibit of preferred alternative (1)
- Alternatives Analysis Memo

Assumptions:

- Town will provide as-builts for Town-owned utilities.
- Town will be responsible for coordination with adjacent property owners.

SCOPE OF SERVICE

4 COMMUNITY OUTREACH

- Exhibits for the proposed alternatives will be prepared under Task 3 above. Under this task, consultant will minor adjustments to format the exhibits for public presentations.
- The consultant project manager will attend up to three (3) additional meetings with private property owners or other project stakeholders at the request of the Town's project manager.

Deliverables:

- Exhibits using material prepared under other tasks
- Attendance at coordination meetings (3)

Assumptions:

- Preparation of graphic renderings are not included.

5 UTILITY COORDINATION

- Identify potential utility conflicts, and if possible, identify design modifications to avoid utility conflicts.
- Where conflicts are unavoidable, identify utility relocation needs and coordinate with utility companies to complete relocations.
- For each utility conflict, prepare conflict maps identifying the location of the conflicts, and coordinate with utility purveyors to prepare conflict resolution plans.
- Review the conflict maps and confirm that they will resolve the conflict.
- Prepare Notice to Owner (NTO) to utility companies to begin physical relocation of utilities. Town staff will perform field inspection to ensure that the relocation work is performed in conformance with the approved conflict resolution plans.
- Assist the Town in preparation of a pothole exhibit. The Town will hire a pothole contractor to identify utility locations and depths along the proposed storm drain alignment. Survey pothole locations and add information to design drawings.

Deliverables:

- Exhibits using material prepared under other tasks
- Attendance at coordination meetings (3)

Assumptions:

- Preparation of graphic renderings are not included.

6 FINAL DESIGN

Prepare Plans, Specifications and Estimate in conformance with the 2010 Caltrans Standard Plans and Specifications, supplemented by Town specific flatwork, signing, striping, and tree planting details.

6.1 65% PS&E

- **Plans** – Plans will be prepared on 24"x36" size pages on the Town's title block. All major design issues and solutions will be represented in the plans. The plans will show the existing conditions, the proposed improvements, and associated details, standards, and notes. The following types of plans are expected to be included in the plan set:

SCOPE OF SERVICE

- > Title Sheet (1 sheet)
- > Notes, Legend, and Abbreviations (1 sheet)
- > Existing Conditions Plan (1"=20' scale, 3 sheets)
- > Demolition Plan (1"=20' scale, 3 sheets)
- > Improvement Plans (1"=20' scale, 3 sheets)
- > Signing and Striping Plans (1"=20' scale, 3 sheets)
- > Construction Details (6 sheets)
- > Standard Details (2 sheets)
- > Best Management Practices (1 sheet)
- > Total (23 sheets)

- **Technical Specifications** – Prepare draft technical specifications using the Town of Los Gatos specification format and content. Supplement technical specifications as needed with Caltrans standards for project work not already covered by the Town’s standard specifications. Prepare bid tabulation and detailed measurement and payment section. The bid tabulation and the units of measurement shall be consistent with the cost estimate.
- **Estimate** – Prepare estimate of probable cost based on items and quantities of work shown on the plans. Unit prices will be based on the magnitude of the quantities and recently awarded local projects and engineer’s judgment.

| | |
|--|---|
| <p>Deliverables:</p> <ul style="list-style-type: none"> • 65% Plans (PDF) • 65% Technical Specifications (MS Word, PDF) • 65% Cost Estimate (MS Excel, PDF) | <p>Assumptions:</p> <ul style="list-style-type: none"> • Town will prepare front-end specifications. • Town will provide sheet border, and CAD drafting standards if available. • Town will be responsible for environmental clearance, right of way certification, and E-76 authorization coordination. • Landscaping and irrigation design is not included in the scope of work. • The optional segment (Cherry Blossom Lane to Short Road) is not included. |
|--|---|

6.2 100% PS&E

- **Comment Review** – Review Town’s comments on the 65% submittal and provide responses in a matrix format. Identify comments that consultant disagrees with, need further clarification on, or may result in change in scope for discussion with the Town’s project manager.
- **Update Plans, Specifications, and Estimate of Probable Cost** – Prepare 100% construction documents by refining the 65% design documents based on comments received after the Town’s review of the 65% construction documents. The 100% plans, technical specifications, and estimate of probable cost shall be submitted together.

| | |
|--|---|
| <p>Deliverables:</p> <ul style="list-style-type: none"> • Comment Response Matrix • 100% Plans (PDF) • 100% Technical Specifications (MS Word, PDF) • 100% Cost Estimate (MS Excel, PDF) | <p>Assumptions:</p> <ul style="list-style-type: none"> • Town will provide a compiled set of comments after resolving inconsistencies between various reviewers. |
|--|---|

SCOPE OF SERVICE

6.3 Final PS&E

- **Bid Set** – Address miscellaneous Town comments on the 100% submittal and prepare a bid-ready set of plans, technical specifications, and cost estimate.

Deliverables:

- Comment Response Matrix
- Final Plans (PDF)
- Final Technical Specifications (MS Word, PDF)
- Final Cost Estimate (MS Excel, PDF)

Assumptions:

- Town will provide a compiled set of comments after resolving inconsistencies between various reviewers.
- It is assumed that if Town decides to split the project in two, the same plan set will be used and non-applicable work items will be crossed out from the plans. This scope does not include preparing stand-alone plan sets for two separate bid packages.

7 BID SUPPORT

- Support the Town through the bid process and construction contract award.
- Respond to questions or requests for clarifications during the bid phase.
- Attend a pre-bid meeting.
- Assist the Town establish the lowest responsible bidder.
- Provide value engineering services as needed if bids are above the construction budget.

Deliverables:

- Responses to RFIs

Assumptions:

- The project will be constructed in a single construction package.

8 CONSTRUCTION ADMINISTRATION

- Provide construction support services. Tasks may include attending pre-construction and other field meetings, reviewing submittals, responding to requests for information, providing field check services, preparing design modifications if necessary due to unforeseen conditions, prepare as-built documents, and project closeout.
- Consultant shall conduct site visits during construction at appropriate stages. Consultant shall provide submittal list, respond to requests for information (RFI), review shop drawings, and prepare change orders, and provide written recommendations to the Town. Consultant shall participate in the final walk-through and assist with preparing the punch list of deficiencies.

Deliverables:

- Responses to RFIs
- Reviewed shop drawings
- Change order plans
- As-built plans

Assumptions:

- This task will be performed on a time-and-material basis.

SCOPE OF SERVICE

9 SUPPLEMENTARY SERVICES

- Work under this task item shall include other supplemental services as related to right-of-way, utility relocation, additional meetings, and other design elements not already outlined or specified under other task items. Any work under this task will first need to be requested or approved by the Town and as authorized by Town staff.

ActiveWayz Engineering
Fee Estimate

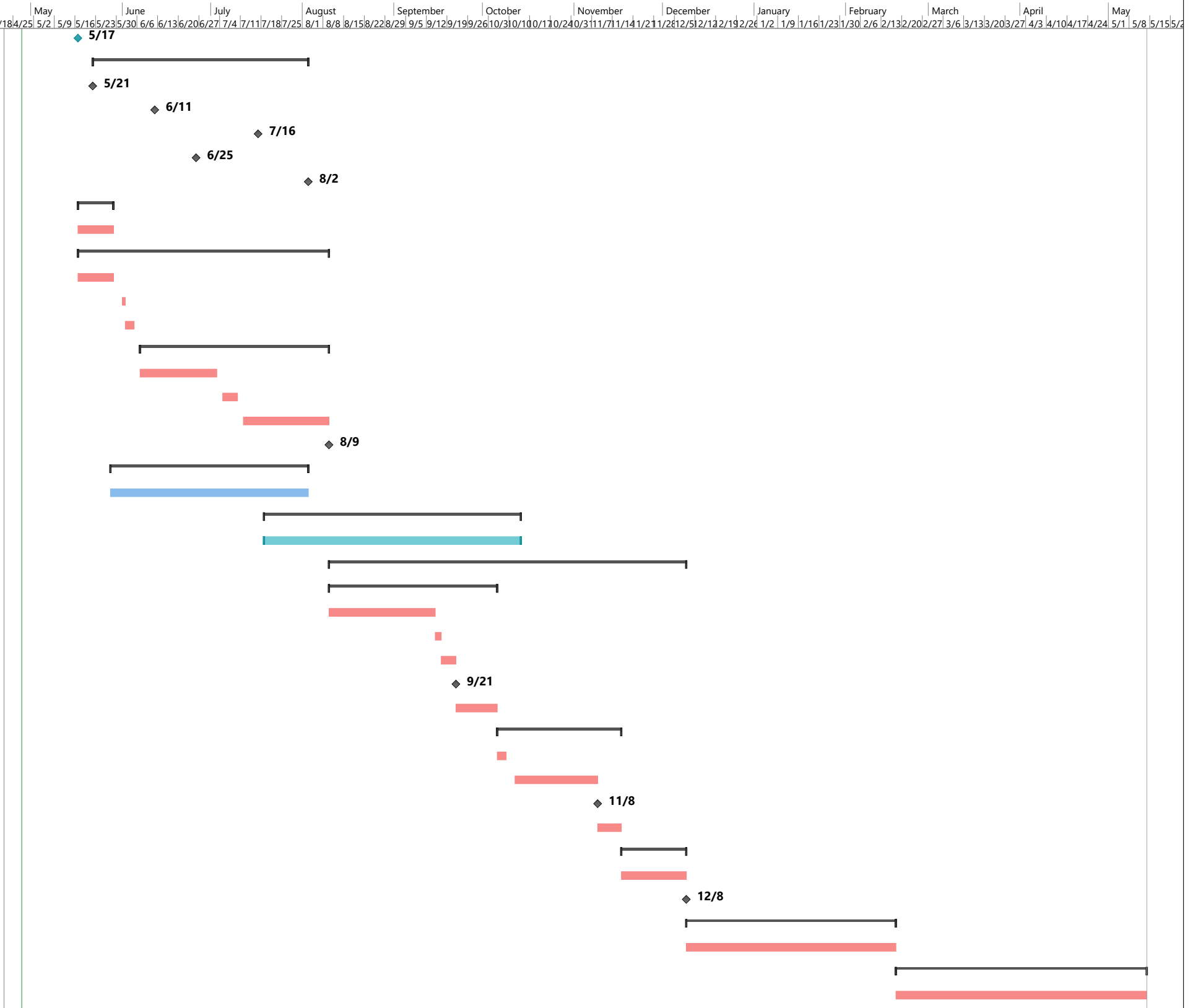
ITEM NO. 3.

TOWN OF LOS GATOS
SHANNON ROAD PEDESTRIAN AND BIKEWAY IMPROVEMENTS (CIP No. 813-0218)

| Tasks | ActiveWayz Engineering | | | | | Subtotal Fee | Direct Expenses | Total Fee | PLS Surveys | Grand Total |
|--|------------------------|------------------|-----------------|------------------------|------------|------------------|-----------------|------------------|-----------------|------------------|
| | Project Manager | Project Engineer | Design Engineer | Engineering Technician | Total | | | | Total Fee | |
| | Hours | | | | | | | | | |
| 1. Project Management | 54 | — | — | — | 54 | \$10,692 | — | \$10,692 | — | \$10,692 |
| Project Management & Coordination | 16 | — | — | — | 16 | \$3,168 | — | \$3,168 | — | \$3,168 |
| Project Schedule | 4 | — | — | — | 4 | \$792 | — | \$792 | — | \$792 |
| Kick-Off Meeting | 2 | — | — | — | 2 | \$396 | — | \$396 | — | \$396 |
| Project Coordination Meeting | 16 | — | — | — | 16 | \$3,168 | — | \$3,168 | — | \$3,168 |
| Ourteach Meetings (4) | 16 | — | — | — | 16 | \$3,168 | — | \$3,168 | — | \$3,168 |
| 2. Topographic Survey | — | — | — | — | — | — | — | — | \$18,500 | \$18,500 |
| Field Topographic Survey & R/W Mapping | — | — | — | — | — | — | — | — | \$18,500 | \$18,500 |
| 3. Data Collection and Alternative Analysis | 32 | — | 52 | 66 | 150 | \$16,744 | — | \$16,744 | — | \$16,744 |
| Site Assessment | 4 | — | 4 | — | 8 | \$1,288 | — | \$1,288 | — | \$1,288 |
| Project Background Information | — | — | 8 | 8 | 16 | \$1,472 | — | \$1,472 | — | \$1,472 |
| Base Map Preparation | 2 | — | 8 | 8 | 18 | \$1,868 | — | \$1,868 | — | \$1,868 |
| Alternatives Analysis | 26 | — | 32 | 50 | 108 | \$12,116 | — | \$12,116 | — | \$12,116 |
| 4. Community Outreach | 16 | — | 16 | 40 | 72 | \$7,552 | — | \$7,552 | — | \$7,552 |
| Prepare Exhibits | 8 | — | 16 | 40 | 64 | \$5,968 | — | \$5,968 | — | \$5,968 |
| Attend Meetings (up to 4 additional) | 8 | — | — | — | 8 | \$1,584 | — | \$1,584 | — | \$1,584 |
| 5. Utility Coordination | 16 | — | 24 | — | 40 | \$6,144 | — | \$6,144 | — | \$6,144 |
| Utility Coordination | 16 | — | 24 | — | 40 | \$6,144 | — | \$6,144 | — | \$6,144 |
| 6. Final Design | 81 | 111 | 86 | 189 | 467 | \$56,689 | — | \$56,689 | — | \$56,689 |
| 65% PS&E | 60 | 82 | 64 | 140 | 346 | \$41,992 | — | \$41,992 | — | \$41,992 |
| 100% PS&E | 15 | 21 | 16 | 35 | 87 | \$10,498 | — | \$10,498 | — | \$10,498 |
| Final PS&E | 6 | 8 | 6 | 14 | 35 | \$4,199 | — | \$4,199 | — | \$4,199 |
| 7. Bid Support | 4 | 4 | — | — | 8 | \$1,464 | — | \$1,464 | — | \$1,464 |
| Pre-bid meeting | 2 | — | — | — | 2 | \$396 | — | \$396 | — | \$396 |
| Bid Support | 2 | 4 | — | — | — | \$1,068 | — | \$1,068 | — | \$1,068 |
| 8. Construction Administration | 9 | 8 | — | 12 | 29 | \$3,846 | — | \$3,846 | — | \$3,846 |
| Meetings | 3 | — | — | — | 3 | \$594 | — | \$594 | — | \$594 |
| Shop Drawing Reviews | 2 | 4 | — | — | 6 | \$1,068 | — | \$1,068 | — | \$1,068 |
| RFIs | 2 | 4 | — | — | 6 | \$1,068 | — | \$1,068 | — | \$1,068 |
| As-builts | 2 | — | — | 12 | — | \$1,116 | — | \$1,116 | — | \$1,116 |
| 9. Supplementary Services | — | — | — | — | — | — | \$5,000 | \$5,000 | — | \$5,000 |
| Supplementary Services | — | — | — | — | — | — | \$5,000 | \$5,000 | — | \$5,000 |
| Total | 212 | 123 | 178 | 307 | 820 | \$103,131 | \$5,000 | \$108,131 | \$18,500 | \$126,631 |

Town of Los Gatos Project Schedule for SHANNON ROAD PEDESTRIAN AND BIKEWAY IMPROVEMENTS PROJECT

| ID | Task Name | Duration | Start | Finish | Predecessors |
|----|---|----------------|--------------------|---------------------|--------------|
| 1 | Notice to Proceed | 0 days | Mon 5/17/21 | Mon 5/17/21 | |
| 2 | Task 1: Project Management | 49 days | Fri 5/21/21 | Mon 8/2/21 | |
| 3 | Kick-Off Meeting | 0 days | Fri 5/21/21 | Fri 5/21/21 | 1FS+5 days |
| 4 | Community Outreach Mtg #1 | 0 days | Fri 6/11/21 | Fri 6/11/21 | 15SS+5 days |
| 5 | Community Outreach Mtg #2 | 0 days | Fri 7/16/21 | Fri 7/16/21 | 17SS+5 days |
| 6 | Complete Streets & Transportation Commission Mtg #1 | 0 days | Fri 6/25/21 | Fri 6/25/21 | 4FS+10 days |
| 7 | Complete Streets & Transportation Commission Mtg #2 | 0 days | Mon 8/2/21 | Mon 8/2/21 | 5FS+10 days |
| 8 | Task 2: Topographic Survey | 10 days | Mon 5/17/21 | Fri 5/28/21 | |
| 9 | Topographic Surveys | 10 days | Mon 5/17/21 | Fri 5/28/21 | 1 |
| 10 | Task 3: Data Collection and Alternative Analysis | 59 days | Mon 5/17/21 | Mon 8/9/21 | |
| 11 | Project Background Research and As-Built collection | 10 days | Mon 5/17/21 | Fri 5/28/21 | 1 |
| 12 | Site Assessment | 1 day | Tue 6/1/21 | Tue 6/1/21 | 9,11 |
| 13 | Base Map Preparation | 3 days | Wed 6/2/21 | Fri 6/4/21 | 12,11,9 |
| 14 | Alternative Analysis | 45 days | Mon 6/7/21 | Mon 8/9/21 | |
| 15 | Develop Draft Alternatives | 20 days | Mon 6/7/21 | Fri 7/2/21 | 13 |
| 16 | Town Review of Draft Alternatives | 5 days | Mon 7/5/21 | Fri 7/9/21 | 15 |
| 17 | Refine Alternatives | 20 days | Mon 7/12/21 | Mon 8/9/21 | 16 |
| 18 | Select Preferred Alternative | 0 days | Mon 8/9/21 | Mon 8/9/21 | 17 |
| 19 | Task 4: Community Outreach | 45 days | Fri 5/28/21 | Mon 8/2/21 | |
| 20 | Prepare Exhibits | 45 days | Fri 5/28/21 | Mon 8/2/21 | 4SS-10 days |
| 21 | Task 5: Utility Coordination | 60 days | Mon 7/19/21 | Wed 10/13/21 | |
| 22 | Utility Coordination | 60 days | Mon 7/19/21 | Wed 10/13/21 | 18 |
| 23 | Task 6: Final Design | 83 days | Tue 8/10/21 | Wed 12/8/21 | |
| 24 | 65% PS&E | 40 days | Tue 8/10/21 | Tue 10/5/21 | |
| 25 | Prepare Plans | 25 days | Tue 8/10/21 | Tue 9/14/21 | 18 |
| 26 | Prepare Estimate | 2 days | Wed 9/15/21 | Thu 9/16/21 | 25 |
| 27 | Prepare Specifications | 3 days | Fri 9/17/21 | Tue 9/21/21 | 26 |
| 28 | Complete 65% PS&E | 0 days | Tue 9/21/21 | Tue 9/21/21 | 27 |
| 29 | Town Review | 10 days | Wed 9/22/21 | Tue 10/5/21 | 28 |
| 30 | 100% PS&E | 28 days | Wed 10/6/21 | Tue 11/16/21 | 12 |
| 31 | Respond to 65% Comments | 3 days | Wed 10/6/21 | Fri 10/8/21 | 29 |
| 32 | Update PS&E Package | 20 days | Tue 10/12/21 | Mon 11/8/21 | 31 |
| 33 | Complete 100% PS&E | 0 days | Mon 11/8/21 | Mon 11/8/21 | 32 |
| 34 | Town Review | 5 days | Tue 11/9/21 | Tue 11/16/21 | 33 |
| 35 | Final PS&E | 15 days | Wed 11/17/21 | Wed 12/8/21 | |
| 36 | Update PS&E | 15 days | Wed 11/17/21 | Wed 12/8/21 | 34 |
| 37 | Complete Final PS&E | 0 days | Wed 12/8/21 | Wed 12/8/21 | 36 |
| 38 | Task 7: Bid Support Assistance | 50 days | Thu 12/9/21 | Thu 2/17/22 | |
| 39 | Bidding and Award | 50 days | Thu 12/9/21 | Thu 2/17/22 | 37,22 |
| 40 | Task 8: Construction Support | 60 days | Fri 2/18/22 | Fri 5/13/22 | |
| 41 | Construction Support | 60 days | Fri 2/18/22 | Fri 5/13/22 | 39 |



| | | | | | | | |
|--|-----------|-----------------|--------------------|-----------------------|----------------|--------------------|-----------------|
| Project: P2020-040 Schedule Date: Wed 4/28/21 | Task | Summary | Inactive Milestone | Duration-only | Start-only | External Milestone | Critical Split |
| | Split | Project Summary | Inactive Summary | Manual Summary Rollup | Finish-only | Deadline | Progress |
| | Milestone | Inactive Task | Manual Task | Manual Summary | External Tasks | Critical | Manual Progress |

ACTIVEWAYZ' RESPONSES TO CLARIFICATION QUESTIONS ON THE PROJECT SCOPE

04/06/2021

1. Overview: Confirm the physical limits included in both the Alternatives Analysis and Final Design scope of work items.

RESPONSE: The proposal covers the CIP No. 813-0218 project limits (Los Gatos to Cherry Blossom).

2. Topographic Survey: The scope indicates the right of way will be determined from "a combination of record data and any monuments." What do you propose for areas where no record data is available?

RESPONSE: In our experience, roadways and private lands have always been defined by deeds and maps. We cannot think of a time we've come across such an issue where nothing is defined. If, in fact, there is no record data, the situation will require negotiation between the City and the adjacent private property owner to define the right of way. Such work may involve legal action and is beyond the scope of our work.

3. Timing vs Cost vs Safety: One item not explicitly addressed in the proposal is the question of which side of the street is improved first and why. We expect the tradeoffs between cost, timing, and safety will all be in play as we struggle with federal grant and PG&E relocation timing issues. How do you propose to address this?

RESPONSE: It's too early to say whether bifurcation is needed. My suggestion is to develop the plans to the 65% design level and decide if we need to split the project. There could be several options to consider, including:

- The use of add-alternate bid items;
- Segmented construction (both sides for a few blocks);
- Low-cost interim improvements

Rest assured that we will propose an optimal implementation strategy that balances the various considerations. If the project needs to be phased, we propose preparing one set of plans and cross-out/hide improvements that are not part of the construction package. We used this approach on a recent project that's about to start construction. This approach can be accommodated within the budget we proposed.

4. Trees: How have you addressed tree impacts in the past?

RESPONSE: Trees should be dealt with in close coordination with the Town arborist. Possible options include:

Tree removal – if the tree causing the problem is an ornamental tree, a old/dying tree, or a sick tree, removing it can be an option. Many trees planted along Los Gatos streets for beautification are not appropriate for sidewalk location due to their shallow roots. As part of the Almond Grove project, many magnolia trees that were lifting sidewalks were removed during the street reconstruction.

Cutting Tree Roots – Cutting roots can result in the death or instability of a tree, so should be attempted with a close supervision of the Town Arborist.

Reinforcing the sidewalk concrete – building a longer section of sidewalk and reinforcing it with rebar can help counter the force of a growing tree root underneath the sidewalk and hence limit uplift.

Realigning sidewalk – The whole or a portion of the sidewalk can be realigned to be away from the tree roots, and root barriers installed to prevent further root encroachment. This may require reduction of pavement width, and may be incorporated as part of an overall traffic calming measure.

Also, it's important to note that not all of the sidewalk width needs to be ADA-compliant. As long as a PAR (pedestrian accessible route) of 4-foot width is provided along the sidewalk, the remaining sidewalk can have slopes that are not consistent with ADA.

5. Storm Water Management: How will you track C.3 treatment requirements for new development as the project proceeds?

RESPONSE: Provision C.3.c of the municipal stormwater permit excludes certain projects from the C.3 treatment requirements. This project will fall under that exception because it meets the requirement “Sidewalks, bicycle lanes and trails that are not built as part of new roadways or are constructed with permeable surfaces”. The Town has developed a Green Stormwater Infrastructure Plan in 2019. We will follow the recommendations of that plan to identify and incorporate green infrastructure elements to the extent feasible.

6. Federal Process: What is your experience on federal projects?

RESPONSE: We are very familiar with the federal requirements for projects. We are currently wrapping up two federally-funded projects for the City of South San Francisco. Per the RFP, the Town will be responsible for the E-76 coordination. We will make sure that the specifications include the required federal requirements and forms, and help the Town with the calculation of the DBE participation goal and completion of the PS&E checklist.

7. Traffic Calming: Will ActiveWayz be able to provide traffic calming measure as part of the project?

RESPONSE: Our project scope is limited to the Shannon Road segment that's shown in the Project Limit exhibit attached to the RFP. The scope of the traffic

calming element between Cherry Blossom and Short Road is unclear. We can discuss this and incorporate it as part of the project. If the traffic calming work has a separate funding source, it may be beneficial to develop it as a stand-alone project. There may be an opportunity for Town staff and ActiveWayz to collaborate in the development of the plans for this segment, with Town staff preparing the plans, and ActiveWayz providing technical review support. We can discuss this when we meet.

- 8. Do you anticipate the need to bifurcate PS&E and construction for northern and southern side of Shannon due to funding? If bifurcation is needed, is it included in the current proposal?**

RESPONSE: See response to Question 3 above.

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ActiveWayz Engineering
Fee Estimate

9/ ITEM NO. 3.

| | ActiveWayz Engineering | | | | | | | |
|--|------------------------|-----------------|------------------------|-----------|-----------------|-----------------|------------------------|-----------------|
| | Project Manager | Design Engineer | Engineering Technician | Total | Project Manager | Design Engineer | Engineering Technician | Subtotal Fee |
| | Hours | | | | \$220 | \$136 | \$109 | |
| Tasks | \$220 | \$136 | \$109 | | | | | |
| 1. Construction Support | 38 | 24 | 4 | 66 | \$8,360 | \$3,264 | \$436 | \$12,060 |
| Sub-Task | | | | | | | | |
| <i>Pre-Construction Meeting</i> | 2 | — | — | 2 | \$440 | — | — | \$440 |
| <i>Coordination Meetings (3 tot)</i> | 6 | — | — | 6 | \$1,320 | — | — | \$1,320 |
| <i>Review Shop Drawings and Submittals</i> | 16 | 8 | — | 24 | \$3,520 | \$1,088 | — | \$4,608 |
| <i>Respond to RFIs</i> | 4 | 8 | — | 12 | \$880 | \$1,088 | — | \$1,968 |
| <i>Prepare Change Order (2 tot)</i> | 6 | 8 | 4 | 18 | \$1,320 | \$1,088 | \$436 | \$2,844 |
| <i>Punch-list Walkthrough</i> | 4 | — | — | 4 | \$880 | — | — | \$880 |
| 2. Record Drawings | 4 | 8 | 16 | 28 | \$880 | \$1,088 | \$1,744 | \$3,712 |
| Sub-Task | | | | | | | | |
| <i>Prepare Record Drawings</i> | 4 | 8 | 16 | 28 | \$880 | \$1,088 | \$1,744 | \$3,712 |
| Total | 42 | 32 | 20 | 94 | \$9,240 | \$4,352 | \$2,180 | \$15,772 |



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 10/01/2024

ITEM NO: 4

ITEM NO. 4.

DATE: September 26, 2024
TO: Mayor and Town Council
FROM: Katy Nomura, Interim Town Manager
SUBJECT: Authorize the Town Manager to Execute an Agreement for Consultant Services with VisionScape Imagery, Inc. to Provide Video Rendering Services to the Town

RECOMMENDATION:

Authorize the Town Manager to execute an Agreement for Consultant Services with VisionScape Imagery, Inc. to provide video rendering services to the Town.

BACKGROUND:

At the Town Council meeting of April 16, 2024, the Town Council requested that staff research and distribute a Request for Proposals for Video Rendering Services for proposed development projects that are over three (3) stories tall. Specifically, this would be for those projects that no longer require story poles due to the height of the proposed project.

The Town distributed a Request for Proposals (RFP) in June 2024 and received seven proposals. Of those seven, staff interviewed four firms that met the qualifications laid out in the RFP: VisionScape Imagery Inc. (Attachment 1, Exhibit A), Transparent House, QuickViz Co, and Render.Bar. Staff determined that VisionScape Imagery, Inc. is the most qualified to provide video rendering services to the Town based on their experience providing similar services for many other municipalities, quality of the proposal, and reference statements.

DISCUSSION:

The Video Rendering Consultant serves as a support tool to applicants who need to utilize video renderings of their projects in place of story poles. Typical tasks that the video rendering consultant will provide are video renderings of residential, commercial, multi-family, and mixed-use projects based on plans prepared by other design professionals.

PREPARED BY: Alexa Nolder
Administrative Technician

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

PAGE 2 OF 2

SUBJECT: VisionScape Imagery, Inc

DATE: September 26, 2024

CONCLUSION:

VisionScape Imagery, Inc. was determined to be the best candidate to serve as the Town's Video Rendering Consultant for the following reasons:

- Extensive experience working with Municipalities in the same, or similar capacity;
- Offering flexibility with turnaround time for projects;
- Offering easy to use visuals that show the development in its entirety;
- And the ability to collaborate with Town staff.

COORDINATION:

The draft Agreement for Consultant Services (Attachment 1) was prepared in coordination with the Town Attorney.

FISCAL IMPACT:

Video renderings for development proposals are paid for by the project applicant. The typical consultant deposit for these services is \$2,500. The actual cost will be based on the scope of work. Several sample invoices for potential projects the Town may see in the future are included in Attachment 1, Exhibit A. An administrative fee of 10 percent is also charged by the Town. The purpose of the administrative fee is to reimburse the Town's cost of administering the peer review.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Draft Agreement for Consultant Services with Exhibit A VisionScape Imagery, Inc. Proposal

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on Upon Execution by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) and VisionScape Imagery, Inc. (“Consultant”), whose address is 26050 Acero, Mission Viejo, CA 92691. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desires to engage Consultant to provide Video Rendering 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 Video Rendering Consultant Services Proposal sent to the Town on June 26, 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 from Upon Execution to June 30, 2029. Consultant shall perform the services described in this Agreement as follows: Video Rendering 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 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 the rates set forth in Exhibit A, Video Rendering Consultant Services Proposal, 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 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 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 save, keep, hold harmless and indemnify, and defend the Town its officers, agent, employees, and volunteers from all damages, liabilities,

penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

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, and 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

VisionScape Imagery, Inc.
Attn: Eduardo Font
26050 Acero
Mission Viejo, CA 92691

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 and/or exhibits 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 and Attachments, 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:

Consultant, by:

Katy Nomura, Interim Town Manager

Eduardo Font
VisionScape Imagery, Inc.

Recommended by:

Joel Paulson
Community Development Director

Approved as to Form:

Gabrielle Whelan, Town Attorney

Attest:

Wendy Wood, CMC, Town Clerk

VisionScape IMAGERY

A Visualization Firm

www.WeAreVSI.com

June 26th, 2024

Community Development Department planning@losgatosca.gov

Jennifer Armer, Planning Manager JArmer@losgatosca.gov

Alexa Nolder, Administrative Technician ANolder@losgatosca.gov

Town of Los Gatos – Video Rendering Consultant Services Proposal

Dear Town of Los Gatos, Community Development Department,

Thank you for allowing us the opportunity to propose as a potential consultant to provide Video Rendering Services on an as-needed basis for your future upcoming (9) Community Development Department applications, and beyond.

VisionScape Imagery, Inc. (a.k.a. VSI) is the industry's leading provider of highly accurate and incredibly photo-realistic visual simulations, video animation, and rendering services. Our expertise lies in the systematic approach of art and science working together to achieve the highest quality of architectural visualization. Our work experience in the visualization of residential, commercial, multi-family, and mixed-use building projects spans three decades, with the Principals of the firm, Eddie and Joe Font having Architectural and Engineering backgrounds. Resumes attached.

The Font Brothers are experts in communicating visions of the future, with an objective and specialized approach that will only strengthen an application during the planning and approval process. Our imagery is also ideal for Environmental Impact Reports (EIRs) and other Special Studies, including helpful guidelines for customized CEQA (California Environmental Quality Act) Aesthetics thresholds and analysis.

Founded in 1992, VSI has specialized in creating the most highly accurate and photorealistic 3D imagery in the industry. VisionScape's services are invaluable throughout all stages of development, from environmental planning and approval to sales and marketing. Residential and commercial developers, environmental planning firms, and City and Agency decision-makers can visualize our photorealistic "Before & After" imagery with high accuracy and objectivity, making for extraordinary design review and environmental planning presentations.

Based in Southern California, VSI has the technical expertise, creative skills, and production capacity to perform any project of varying size and purpose, with clients in the public, municipality, and private sectors.

The production of our highly accurate Visual Simulations is rooted in a systematic and scientific approach, resulting in finished imagery that leaves little room for skewed interpretations. The objectivity of our approach and methodology is what makes our simulations and animated presentations such a powerful and highly precise decision-making tool. Along with our partners at AVS Renderings, VSI will dedicate its necessary personnel and resources to ensure the successful performance of rendered and animated services for every development project for the City of Los Gatos.

PHILOSOPHY

Our general philosophy to undertaking work is built on the foundation of our extensive 30+ years of experience in Architectural Visualization. We believe in delivering exceptional quality through a blend of technical precision and artistic creativity. Our approach is client-centric, ensuring that every project meets the unique needs and expectations of our clients while adhering to the highest standards of accuracy and realism. We are committed to excellence in every aspect of our services, from initial consultation to final delivery.

ANIMATION

<https://www.wearevsi.com/animation>

SIMULATION

<https://www.wearevsi.com/simulation>

RENDERINGS

<https://www.wearevsi.com/illustration>

SCOPE OF SERVICES

Our Scope of Services would initially include a series of “Before & After” Visual Simulation Renderings for each development site. Camera locations graphics for each site would be provided prior to commencement of work. Optional tasks can include a 1-minute video animation drive-by or fly-over using aerial drone video footage showing the development superimposed as it would appear following construction and fully landscaped TBD.

Eddie Font and Joe Font would be the key individuals on the consultant team. See attached resumes and LinkedIn profiles. Joe Font would also act as Project Manager along with partner Ignacio Abellan at AVS Rendering Services. Joe Font would be your main key point of contact.

The timeline for static Visual Simulations would be in the range of 3 weeks from the time all project information is received. 2-3 additional weeks can be added for a video animation presentation of approximately 1 minute in length.

The costs typically range \$2,500 to \$3,500 per view depending on the level of detail and complexity of the proposed modeling, as well as the proximity and number of camera locations on the project. There are time and cost efficiencies when multiple key observation points are rendered in advance. Clean CAD and/or accurate SketchUp models also allow for cost and time-saving opportunities. Our VisionScape SOQ and sample links from our website are provided. Additionally, a one-minute video animation presentation upon completion of the modeling would range \$10,000 for each site and may include a drone fly-over showing the proposed development.

SPECIFIC SITES

Prior to commencement of each site, VSI would provide a camera locations graphic for the following (9) properties to include proposed multi-family and mixed-use buildings. These cameras would be determined prior to the site visit, GPS and photography coordination. Highly accurate Visual Simulations would then be provided in lieu of the installation of physical story poles and netting. Video animation presentations for each site are optional.

1. 405 Alberto Way
2. 14849 Los Gatos Boulevard
3. 14859 Los Gatos Boulevard
4. 15300 Los Gatos Boulevard
5. 15349 Los Gatos Boulevard
6. 16492 Los Gatos Boulevard
7. 50 Los Gatos-Saratoga Road
8. 143-151 E Main Street
9. 101 S. Santa Cruz Avenue

SCOPE AND COST ESTIMATE

Our scope and cost estimate for each property listed above would include the following:

(3) Visual Simulation - Analysis of Visual Impact for each site recommended

- Up to (3) "Before & After" Visual Simulation renderings from ground level for each site listed above at a cost range of \$2,500 to \$3,500 for each view from ground level.
- Digitizing of all base data for the extrusion of an original photorealistic 3D site terrain and building model, fully landscaped.
- Imaging to illustrate photorealistic materials, maps, textures, and landscaping to scale.

Animation (1) Video Presentation for each site recommended

- Additionally, an optional 1-minute video animation would be rendered for each site at approximately \$10,000 each to include aerial drone video and photography superimposed.
- Storyboard/Animatics; Client Review & Coordination.
- Wireframe animatics and still imagery would be provided to show proposed camera paths prior to final rendering of frames.
- VisionScape would use its own library of 3D models and exterior landscape elements as needed.
- Video editing for the exterior Animation, final coordination, and Musical Soundtrack option are also included upon request.

Costs mentioned above would include Joe Font's Management and Supervision time of Modeling, Imaging, and Animation to include additional travel. Digital files delivered electronically. All content reusable for future planning and presentation purposes by the City of Los Gatos. See attached sample scope and cost estimate.

VisionScape Imagery, Inc.
 26050 Acero
 Mission Viejo, CA 92691

Proposal

Date 6/25/2024
 Proposal 2476
 Project 405 ALBERTO WAY

TOWN OF LOS GATOS
 Jennifer Armer
 Planning Manager
 110 E. Main Street
 Los Gatos, CA 95030

www.visionscapeimagery.com
 Questions? Please call us at 949.727.3591

Project Details

TOTAL

VISUAL SIMULATION - Analysis of Visual Impact

VIDEO ANIMATION (Option)

The purpose of this scope is to objectively convey a vision of the future for the development of proposed multi-family and mixed-use building project in Los Gatos, CA. The goal is for the City and Public to grasp a clear understanding of the project's visual impacts during the planning / approval process, and for City's and / or Applicant's possible preparation of EIR / guidelines for CEQA Aesthetics thresholds and analysis, and in place of installation of physical story poles and netting.

Camera locations for Visual Sims to be determined prior to any field work / GPS and digital photography coordination. VisionScape will use its own library of photorealistic landscape imagery, material concepts and 3D modeling as needed. Architectural and / or engineering data provided by the City of Los Gatos to include accurate grading plans and topographic data with proposed structures, overall heights, and final elevation drawings of architecture on cad.

Up to (3) Visual Simulations from ground level are proposed in this scope.

| | | |
|-------------------------------|---|------------------|
| (3) Visual Simulations | (3) "Existing & Proposed" Visual Simulations at approx \$3,000 each | 9,000.00 |
| | Digitizing of all base data for the extrusion of an original photorealistic 3D site and building model; Imaging to illustrate photo realistic materials, maps, textures and a landscape concept to scale. | |
| TRAVEL | Additional Travel | 1,000.00 |
| Production Supervision | Supervision of Modeling & Imaging at NO CHARGE per J. Font | 0.00 |
| DELIVERABLES | Digital files delivered electronically All content reusable for future planning and presentation purposes | 0.00 |
| | Anticipated Turnaround Time: 3 Weeks | |
| | Tentative Start Date: TBD | |
| | SUBTOTAL | 10,000.00 |

Project schedule will be determined when signed agreement, retainer deposit and project info is received.

TOTAL

Approved by: _____ **VERBAL** Date: _____

Fax to: VISIONSCAPE IMAGERY 949.727.3592 Attention: Eddie Font

THANK YOU!

Estimate is valid for 30 days from date above.

Current sample Certification of Insurance. VSI holds General Liability, Auto Liability, and Workers' Compensation Insurance. Professional Liability Insurance is not held, as we consider our firm to be a low-risk art and visualization studio. If there is anything else you need, please do not hesitate to call, text or email me or Joe Font anytime.

Thank you again for the opportunity to submit this proposal. We look forward to the possibility of working with you and your team at the City of Los Gatos.

Sincerely,



Eddie Font
Principal | VisionScape Imagery, Inc.

Attachments below following VisionScape SOQ & Resumes

ATTACHMENT 1 – CONFLICT OF INTEREST STATEMENT

ATTACHMENT 2 – REFERENCES

**ATTACHMENT 3 – STATEMENT REGARDING INSURANCE COVERAGE AND WORKER'S
COMPENSATION INSURANCE ACKNOWLEDGMENT CERTIFICATE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

ITEM NO. 4.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | | |
|--|-------------------------------|---|------------|--|--------------|
| PRODUCER CS&S/BENCHMARK INS GROUP OF TEXAS PO BOX 958489 LAKE MARY, FL 32746-8989 Phone - 281-816-1027 Fax - 877-763-5122 | CONTACT NAME: | | FAX: | | |
| | (A/C, No, Ext): | | (A/C, No): | | |
| | E-MAIL ADDRESS: | | | | |
| | INSURER(S) AFFORDING COVERAGE | | | | NAIC# |
| | INSURER A: | Continental Casualty Company | | | 20443 |
| INSURED VISION SCAPE IMAGERY 26050 ACERO MISSION VIEJO, CA 92691 | INSURER B: | | | | |
| | INSURER C: | | | | |
| | INSURER D: | | | | |
| | INSURER E: | American Casualty Company of Reading, Pennsylvania | | | 20427 |
| | INSURER F: | | | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| NSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---------|--|-----------|----------|---------------|-------------------------|-------------------------|-------------------------------------|-----------|
| A | COMMERCIAL GENERAL LIABILITY D CLAIMS-MADE cgJ OCCUR | y | y | 6011160698 | 04/01/2024 | 04/01/2025 | EACH OCCURRENCE | 2,000,000 |
| | DAMAGE TO RENTED PREMISES (Ea occurrence) | | | | | | 1,000,000 | |
| A | GEN'L AGGREGATE LIMIT APPLIES PER POLICY PERCOT-LOG OTHER <input type="checkbox"/> | | | | | | MED EXP (Any one person) | 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | 2,000,000 |
| A | AUTOMOBILE LIABILITY ANY AUTO OWNED sc, rn, ceo AUTOS ONLY HIRED AUTOS AUTOS ONLY NON-OWNED AUTOS ONLY | y | y | 6011160698 | 04/01/2024 | 04/01/2025 | COMBINED SINGLE LIMIT (Ea accident) | 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | |
| | UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE | | | | | | BODILY INJURY (Per accident) | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | |
| E | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below | N | N | 6011106303 | 04/01/2024 | 04/01/2025 | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | |
| E | | | | | | | STATUTE PER | |
| | | | | | | | E.L. EACH ACCIDENT | 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | 1,000,000 |

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101. Additional Remarks Schedule. may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Aimelle Oumhard</i> |

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Los Angeles Unified School District

Facilities Services Division

MICHELLE KING
Superintendent of Schools

MARK HOVATTER
Chief Facilities Executive

LORENA PADILLA-MELENDZ
Director of Community Relations
and Small Business Enterprise



October 27, 2016

Eduardo Font
VisionScape Imagery, Inc.
26060 Acero
Mission Viejo, CA 92691

Re: Certification of Small Business Enterprise (SBE) Status

Dear Business Owners:

Thank you for submitting your application for Small Business Enterprise (SBE) certification to the Los Angeles Unified School District (LAUSD). Per our evaluation of the information you provided in your application and the North American Industry Classification System code you identified, your status as an SBE with LAUSD has been approved for the term specified below. LAUSD is pleased to issue this SBE certificate subject to the following conditions:

NAICS code(s) for which SBE status is recognized:

- 541990 All Other Professional, Scientific, and Technical Services
- 541330 Engineering Services
- 541430 Graphic Design Services

SBE Certificate Effective Date: 10/27/2016

SBE Certificate Expiration Date: 10/27/2019

Work performed by your firm that falls within the above referenced NAICS code(s) will be counted as SBE participation for work performed on LAUSD contracts. To maintain a valid SBE Certificate after three years with LAUSD, you must renew your self-certification with LAUSD or register with the Small Business Administration before the SBE certification expiration date referenced above expires.

LAUSD reserves the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading or incorrect information. LAUSD reserves the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, LAUSD may, in its sole discretion, disqualify this firm from participation in an LAUSD contracts for a period of up to five years.

This SBE certification is recognized by the Metropolitan Water District of Southern California and its reciprocating agencies according to the same terms and conditions. If there are any changes in your status that may impact your certification, you are required to notify the LAUSD Small Business Program Office immediately at (213) 241-1302.

Sincerely,

Kimberly Frelow
Small Business Program Manager

Supplier Profile



State of California Certification

Certification ID : 2003673

| | |
|--|---|
| Legal Business Name VisionScape Imagery, Inc. | Address 26060 Acero Mission Viejo CA 92691 |
| Doing Business As (DBA) Name1: | |
| Doing Business As (DBA) Name2: | Email: eddie.font@visionscapeimagery.com |
| Office Phone Number 949/727-3591 | Total No. of Employees 3 |
| Business Fax Number | Business Types: Service |
| Business Web Address | Notification Preference Email |

Service Areas

Alameda , Alpine , Amador , Butte , Calaveras , Colusa , Contra Costa , Del Norte , El Dorado , Fresno , Glenn , Humboldt , Imperial , Inyo , Kern , Kings , Lake , Lassen , Los Angeles , Madera , Marin , Mariposa , Mendocino , Merced , Modoc , Mono , Monterey , Napa , Nevada , Orange , Placer , Plumas , Riverside , Sacramento , San Benito , San Bernardino , San Diego , San Francisco , San Joaquin , San Luis Obispo , San Mateo , Santa Barbara , Santa Clara , Santa Cruz , Shasta , Sierra , Siskiyou , Solano , Sonoma , Stanislaus , Sutter , Tehama , Trinity , Tulare , Tuolumne , Ventura , Yolo , Yuba

[View Keywords](#)

[View Classifications](#)

[View SB](#)

[Amend SB](#)

[Apply as Disabled Veteran Business Enterprise \(DVBE\)](#)

Active Certifications ?

| Certification Type | Application Date | Status | Status Date/Time | From | To | Cancel |
|--------------------|------------------|----------|------------------|------------|----|--------|
| SB(Micro) | 10/27/2016 | Approved | 10/27/16 5:17PM | 10/27/2016 | | |

Certification History ?



STATEMENT OF QUALIFICATIONS

VISUAL SIMULATION & Analysis of Visual Impact

VisionScape IMAGERY

OVERVIEW

VisionScape is the industry's leading provider of highly accurate **VISUAL SIMULATION** and Analysis of Visual Impact. We are experts in communicating visions of the future, with an objective and specialized approach that will only strengthen your analysis. Our imagery is ideal for **EIRs** and other Special Studies including helpful guidelines for customized CEQA Aesthetics thresholds and analysis.

VisionScape was founded in 1992 by brothers, Eddie and Joe Font. The firm specializes in creating the most highly accurate and photorealistic 3D imagery you will find in our industry. VisionScape's services are invaluable throughout all stages of development, from environmental planning and approval to sales and marketing. Residential and commercial developers, environmental planning firms, City and Agency decision-makers can visualize our photorealistic "Before & After" imagery with high accuracy and objectivity, making for extraordinary design review, and environmental planning presentations. VisionScape is headquartered in Southern California. The firm has the technical expertise, creative skills, and production capacity to perform any project of varying size and purpose, with clients in the public, municipality and private sectors.

METHODOLOGY

The production of VisionScape's highly accurate Visual Simulations is rooted in a systematic and scientific approach, resulting in finished imagery that leaves little room for skewed interpretations. The objectivity of our approach and methodology is what makes our simulations such a powerful and highly precise decision-making tool. VisionScape always dedicates its necessary personnel and resources to ensure the successful performance of rendered services on every project.

COST RANGE

The costs typically range \$2,500 to \$3,500 per view depending on the level of detail and complexity of the proposed modeling, as well as the proximity and number of camera locations to the project. There are time and cost efficiencies when multiple key observation points are rendered. Clean CAD and / or accurate sketch-up models also allow for cost and time saving opportunities.

CONTACT

Eddie Font | Principal

eddie.font@visionscapeimagery.com | Mobile: (949) 274-0789



VisionScape IMAGERY

REFERENCES

MUNICIPALITIES (Partial List)**City of Anaheim****Marie Newland**

Environmental Services Specialist
(626) 812-5236

City of Santa Ana**Karen Haluza**

Director of Community Development
(714) 738-3347

City of Lancaster**Jeff Hogan**

Director of Development Services
(661) 723-6100

City of Los Angeles**Vince Bertoni**

Director of Planning
(213) 482-7077

City of Pasadena**Jennifer Paige-Saeki**

Senior Planner
(626) 744-7231

City of Rancho Mirage**Randy Bynder**

Director of Community Development
(760) 324-4511

City of San Juan Capistrano**David Contreras**

Principal Planner & Manager
(949) 443-6320

City of Oxnard**Jeff Lambert**

Development Services Director
(805) 385-7858

City of Azusa**Kurt Christiansen**

Community Development Director
(626) 812-5200

ENVIRONMENTAL FIRMS (Partial List)**DUDEK****Nicole Cobleigh**

Senior Project Manager
(626) 204-2072

Rincon Consultants**Deanna Hansen**

Vice President
(213) 788-4842

Ascent Environmental**Chad Beckstrom**

Senior Environmental Director
(949) 333-6600

Kimley-Horn & Associates, Inc.**Dana Privitt**

CEQA Practice Builder
(714) 939-1030

LSA Associates, Inc.**Ashley Davis**

Principal
(949) 553-0666

Michael Baker International**John Bellas**

Environmental Planner
(866) 828-6762

Morse Planning Group**Collette Morse**

Principal
(949) 466-9283

T&B Planning**Tina Andersen**

Principal
(714) 444-9199

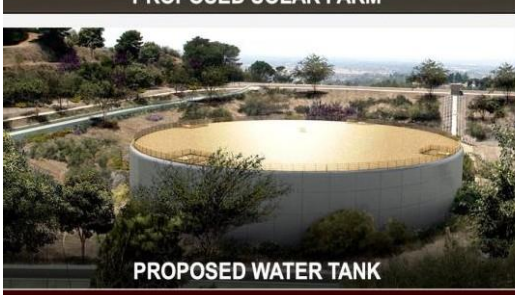
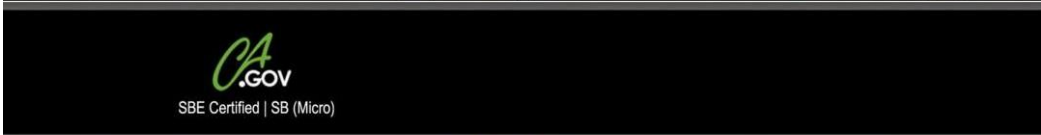
Environmental Science Associates**Kimberly Comacho**

Senior Managing Manager
(213) 599-4300

Ever ask yourself...

What's this really gonna look like?

Present a powerful and convincing case with our highly accurate "Before & After" **SIMULATIONS**. Ideal for EIRs, Shade / Shadow Analysis and other Special Studies including helpful guidelines for customized CEQA Aesthetics Thresholds and Analysis



ILLUSTRATION

SIMULATION

ANIMATION

PRESENTATION

visionscape IMAGERY
A Visualization Firm

Contact

(949) 727-3591 (Work)
eddie.font@visionscapeimagery.com

www.linkedin.com/in/eddiefont
(LinkedIn)

www.visionscapeimagery.com
(Other) www.facebook.com/pages/
Irvine-CA/VisionScape-Imagery-
Inc/95840035064 (Other)

www.facebook.com/people/
Eddie_Font/1112150328 (Other)

Top Skills

New Business Development Sales
Architecture

Languages

Spanish

Eddie Font

Communicating your vision with captivating Renderings, Visual Simulations, and Virtual Tours | Owner at VSI

Mission Viejo, California, United States

Summary

Eddie is responsible for the overall strategy of VSI (also known as VisionScape Imagery), an esteemed Visualization Firm that specializes in producing highly accurate and visually stunning architectural illustrations, animations, and virtual reality tour presentations. With a focus on delivering exceptional imagery for the building industry and beyond, VSI serves as a full-service rendering and animation facility. Over the past 30 years, VSI's work has been instrumental across all phases of development, ranging from initial planning and entitlement to sales and marketing efforts. With an innate ability to envision the complete narrative, VSI is a trusted partner for developers, environmental planners, and city decision-makers.

In 1992, Eddie joined forces with his brother Joe to establish VSI. Their passion for the building industry originated from their father's involvement with Pardee Homes since 1972. Eddie's artistic, architectural, and technological prowess emerged at an early age. While collaborating with his father, Eddie pursued his Bachelor of Architecture degree at the University of Southern California, marking the foundation of VisionScape.

Furthermore, Eddie actively contributes to the Greater Sales & Marketing Council of Southern California as a member of the Board of Directors. He has previously chaired the SoCal MAME Awards and currently serves as an advisor, actively involved in raising sponsorship funds, cultivating partnerships, and acknowledging the accomplishments of sales and marketing professionals within the homebuilding industry. Eddie takes pride in his membership in esteemed building industry associations, including the California Chapter of the American Planning Association, the Building Industry Association of Orange County, and The Arizona Alliance.

Specialties: New Business Development, Marketing & Sales, Contract Negotiation, Architecture, Landscape Architecture, Real Estate, Homebuilding, Land Development & Entitlements

Experience

VSI

Owner

June 1992 - Present (32 years 1 month)

Orange County, California Area

At VSI, we stand firm in our conviction that every triumphant residential or commercial endeavor originates from a crystal-clear vision. Our renowned visualization firm, celebrated for its excellence, provides support throughout all project phases, from initial planning and entitlement to ultimate sales and marketing strategies. Through close collaboration with residential and commercial developers, environmental planners, and city stakeholders, we craft precise visual representations that animate their aspirations into reality.

Guided by our founding principals, each project receives meticulous attention, ensuring that every client experiences the best service of the highest caliber. Our unwavering dedication allows us to deliver unparalleled quality, swift turnaround times, and a responsive, seasoned team that stands beside you at every juncture of the journey. As a leading force in the realm of visualization, specializing in 3D model simulation, rendering, animation and VR Tours, we have earned a reputation as a steadfast ally within the built environment. We eagerly await the opportunity to join forces with you, transforming your vision into tangible, breathtaking reality.

BIASC Greater Sales & Marketing Council Board Member

GSMC Board of Directors & MAME Awards Advisor

September 2008 - Present (15 years 10 months)

Orange County, California, United States

Eddie occupies prominent roles within the Greater Sales & Marketing Council of Southern California, having served on its Board of Directors and Chairing the esteemed SoCal MAME Awards as an Advisor. In these capacities, Eddie currently assumes a pivotal position in securing sponsorship funds for the Awards Show, fostering strategic alliances, and commending the remarkable accomplishments of sales and marketing luminaries in the homebuilding domain.

Dedicated to enhancing professional connections and knowledge-sharing, the Greater Sales & Marketing Council of Southern California stands as a beacon of support for industry professionals in the region. Eddie actively contributes to this cause by contributing to the organization's event planning endeavors and educational initiatives. Moreover, he leads initiatives to augment sponsorships, membership, bolster visibility, and offer invaluable support to existing members as a trusted liaison.

Pardee Homes
Architectural Intern
May 1987 - April 1991 (4 years)
Greater Los Angeles Area
Marketing and Architecture

Education

University of Southern California
BArch, Architecture · (1987 - 1992)

Contact

26050 Acero
Mission Viejo, CA 92691
714-334-9000 (Work)
joe.font@visionscapeimagery.com

www.linkedin.com/in/joefont
(LinkedIn)
www.visionscapeimagery.com
(Company) www.facebook.com/
visionscapeimagery (Company)
www.instagram.com/
visionscape_imagery/ (Company)

Top Skills

Animation Real
Estate
Marketing

Languages

English
Spanish

Joe Font

Communicating your vision with captivating Renderings, Visual Simulations, and Virtual Tours | Owner at VisionScape Imagery
Mission Viejo, California, United States

Summary

As Principal and Co-Founder of VisionScape Imagery; an architectural visualization firm, I am committed to ensuring that our clients receive the highest level of personal service and meet their unique project needs. With over 30 years of experience in the Arch Viz field and a background in engineering, I lead a team of talented and creative artists producing highly accurate and realistic renderings while maintaining efficiency. My passion for technology and design allows me to excel in innovatively simulating modern buildings, landscapes, and interiors. By directly interacting with clients, I bring a personal touch to the services we provide at VisionScape Imagery.

Experience

VisionScape Imagery

Owner

May 1992 - Present (32 years 2 months)

Architectural Visualization

Font Design Visualization Inc

Co Founder

May 1992 - April 2002 (10 years)

Architectural Visualization

3D Model Simulation

Rendering Animation

ATTACHMENT 1- CONFLICT OF INTEREST STATEMENT

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

VIDEO RENDERING CONSULTANT SERVICES

The undersigned declares:

I/We Eduardo and Jose Font (Insert Name) have the following financial, business, or other relationship with Town of Los Gatos that may have an impact upon the outcome of the contract. If none, please specify that no other relationships may have an impact on this contract or Project.

No other relationship may have an impact on this contract or Project.

Horizontal lines for additional text input.

I/We Eduardo and Jose Font (Insert Name) have the following current clients who may have a financial interest in the outcome of this contract. If none, please specify that no other clients may have a financial interest with an impact on this contract or Project.

No other clients may have a financial interest with an impact on this contract or Project.

Horizontal lines for additional text input.

Pursuant to Government Code section 1090 and any other laws, rules and regulations that may apply, the Proposer covenants that neither it, its subcontractors, nor employees presently have an interest, and shall not acquire any interest, direct or indirect, financial or otherwise that would conflict in any manner or degree with contract awarded from this RFP. Proposer certifies that to the best of its knowledge, no one who has or will have any financial interest in the contract awarded from this RFP is an officer or employee of the Town. Through its submittal of a proposal, Proposer acknowledges that it is familiar with Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California and will immediately notify the Town if it becomes aware of any facts concerning the contract to be awarded that constitute a violation of said provisions.

Furthermore, if there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-

proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one proposal for the same work will cause the rejection of all proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider proposals from participants in such collusion. Proposers shall submit as part of their proposals documents the completed Non-Collusion Declaration provided herein.

I, on behalf of the Proposer, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 6/26/2024 [date], at Mission Viejo [city], California [state].

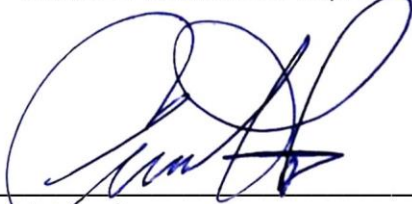
VisionScape Imagery, Inc.
Proposer Name (Person, Firm, Corp.)

Principal
Title of Authorized Representative

26050 Acero
Address

Eduardo Font (Eddie), VSI
Name of Authorized Representative

Mission Viejo, CA 92691
City, State, Zip



(Signed)

6/26/2024
(Date)

ATTACHMENT 2 - REFERENCES

THIS FORM MUST BE PRINTED OUT, COMPLETED, AND SUBMITTED WITH THE PROPOSAL

VIDEO RENDERING CONSULTANT SERVICES

List three {3} references for work of a similar nature to the Services performed within the last five {5} years. Use additional sheets as necessary.

1. **Manning Homes** 20151 SW Birch Street, Newport Beach, CA 92660
 Name of Agency Jackie Manning Agency Address Owner
 Contact Name (949) 250-4200 Contact Title jaclyn@manninghomes.com
 Contact Telephone 2/22 - 4/22 Contact Email Address \$30,000
 Contract Period Contract Amount
 Etiwanda Classics at Highland Community - Video Animation & Rendering

Description of services performed including costs.

2. **Neal Land & Neighborhoods** 5824 Lakewood Ranch Blvd N, Sarasota, FL 34240
 Name of Agency Janice Snow Agency Address VP Marketing
 Contact Name (941) 328-1210 Contact Title jsnow@nealland.com
 Contact Telephone 1/24 - 4/24 Contact Email Address \$20,000
 Contract Period Contract Amount
 Camp Creek Community - Video Animation & Rendering

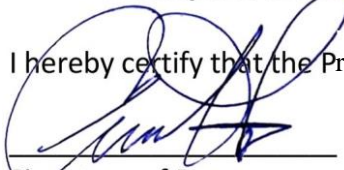
Description of services performed including costs.

3. **RC Hobbs Development** 1110 E. Chapman Ave, Orange, CA 92866
 Name of Agency Roger Hobbs Agency Address Owner
 Contact Name (714) 633-8100 Contact Title rch@rchobbs.com
 Contact Telephone 2/24 - 4/24 Contact Email Address \$12,000
 Contract Period Contract Amount

Rendering & Visual Simulation

Description of services performed including costs.

I hereby certify that the Proposer performed the work listed above.



Signature of Proposer

Eddie Font

Name

6/26/2024

Date

ANIMATION
<https://www.wearevsi.com/animation>

SIMULATION
<https://www.wearevsi.com/simulation>

RENDERINGS
<https://www.wearevsi.com/illustration>

**ATTACHMENT 3 - STATEMENT REGARDING INSURANCE COVERAGE AND WORKER'S COMPENSATION
INSURANCE ACKNOWLEDGMENT CERTIFICATE**

THIS FORM MUST BE PRINTED OUT, COMPLETED, AND SUBMITTED WITH THE PROPOSAL

VIDEO RENDERING CONSULTANT SERVICES

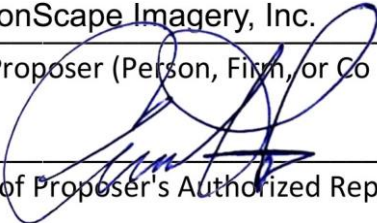
PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the RFP. Should the Proposer be awarded a contract for Services, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of any subcontractors, and agrees to name the Town as additional insured for the Services specified.

By certifying this form, the Proposer also understands the Worker's Compensation insurance requirement per the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's 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 of this contract.

VisionScape Imagery, Inc.

Name of Proposer (Person, Firm, or Corporation)



Signature of Proposer's Authorized Representative

Eduardo Font (Eddie) Principal

Name and Title of Authorized Representative

6/26/2024

Date of Signing

VisionScapeIMAGERY

VisionScape Imagery, Inc.
26050 Acero
Mission Viejo, CA 92691

Hourly Rate Sheet

| Position | Hourly Rate |
|----------------------------------|-------------|
| Principal Eduardo Font (Eddie) | \$150 |
| Principal Jose Font (Joe) | \$125 |
| Production Management | \$125 |
| Modeling Supervisor | \$125 |
| Modeler 01 | \$100 |
| Modeler 02 | \$100 |
| IT / GPS Specialist | \$100 |
| Animator 01 | \$120 |
| Post Edit / Video 01 | \$120 |
| Frame Processing / Render Farm | \$50 |
| Imaging Supervisor | \$125 |
| Imager 01 | \$100 |
| Imager 02 | \$100 |
| Administrative | \$75 |
| Reprographics & Delivery Fee | 15% mark-up |
| Overtime / Rush Fee | 50% mark-up |
| Accounting Manager | \$100 |

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**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 10/01/2024

ITEM NO: 5

ITEM NO. 5.

DATE: September 26, 2024
TO: Mayor and Town Council
FROM: Katy Nomura, Interim Town Manager
SUBJECT: Authorize Staff to Hire the Senior Services Coordinator as a Contractor or as a Town Employee

RECOMMENDATION:

Authorize staff to hire the Senior Services Coordinator as a Contractor or as a Town employee.

REMARKS:

At the September 17, 2024, Town Council meeting, the Town Council approved a motion to issue a Request for Proposal (RFP) to secure a Senior Services Coordinator in an amount not to exceed \$75,000 per year for a two-year period. After further consideration, it would be beneficial to have additional flexibility with how the Senior Services Coordinator is procured/recruited.

As this is a new service to the Town, it is unknown who will be interested in the Senior Services Coordinator position. The Town's RFP process could be prohibitive for an individual who does not provide consultant services, but who may still be interested in applying for the position. It may be more successful if the Town could have the option of filling the position as a Town employee or as a contractor through a Request for Interest (RFI)/RFP process. The budget adjustment for this position was already approved at the September 17, 2024, meeting, and no additional fiscal action is necessary.

CONCLUSION:

Staff recommends that the Town Council provide flexibility to Town staff to recruit for a 0.48 FTE Senior Services Coordinator as a Town employee or as a contractor. Staff will select the Coordinator using the method that best meets the Town's needs.

PREPARED BY: Cheryl Parkman
Human Resources Director

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



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 10/01/2024

ITEM NO: 6

ITEM NO. 6.

DATE: September 26, 2024
TO: Mayor and Town Council
FROM: Katy Nomura, Interim Town Manager
SUBJECT: Consider the Following Actions in Support of Multi-Tenant Civic Center Monument Signage:
a. Authorize Creation of a New Capital Improvement Project for the Monument Signage; and
b. Authorize an Expenditure Budget Transfer in the Amount of \$50,000 From the Downtown Streetscape Project (CIP No. 813-0235) to the Monument Signage Project

RECOMMENDATION:

Consider the following actions in support of multi-tenant Civic Center monument signage:

- a. Authorize creation of a new capital improvement project for Civic Center Monument Signage; and
- b. Authorize an expenditure budget transfer in the amount of \$50,000 From the Downtown Streetscape Project (CIP No. 813-0235) to the Civic Center monument signage project.

BACKGROUND:

On May 21, 2024, during the Town Council's Budget Hearing, staff received two directives regarding signage. One was to allocate \$50,000 to the Wayfinding Program for signage for the Town of Los Gatos Civic Center, including the New Museum of Los Gatos (NUMU). The other was to set a date of no later than December of 2025 to have a sign for NUMU. Following the motion regarding the NUMU signage there was discussion about the need for a monument sign for all Civic Center tenants so from East Main Street visitors would have clarity they had arrived in the correct location. Reference was made the signage recently installed at the Nob Hill shopping area as a potential model.

PREPARED BY: Saurabh Nijhawan
Senior Civil Engineer

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

PAGE 2 OF 3

SUBJECT: Civic Center Monument Signage

DATE: September 26, 2024

The Wayfinding Program Civic Center signage has been developed, with three locations identified for placement. This signage has been reviewed by Town staff and stakeholders and a final draft is in development. This design was developed by Hunt Design and is intended to stylistically coordinate with the Downtown Wayfinding Program that is currently underway. Sign installations for the Downtown Wayfinding are expected in fall 2024, and the Civic Center signage will be installed as part of that work.

The topic of this report focuses on the next steps for the monument sign that will address Council's direction to have a sign for NUMU by December 2025.

DISCUSSION:

Staff has secured a cost proposal from Hunt Design to create concepts, support stakeholder outreach, and implement the construction of a Civic Center Monument Sign. This sign will identify all the tenants within the Civic Center, including NUMU. The intent is to place this sign in a visible location near East Main Street. This monument sign, coupled with the Campus Wayfinding signage, will improve the visibility of NUMU.

Hunt has provided a cost estimate of \$15,000 for the design and stakeholder engagement associated with the sign. Based on initial discussions with designers and typical costs associated with similar projects, construction is estimated at \$35,000. While the final cost of the project will depend on the selected design, staff is proposing a total project cost of \$50,000 for design and construction at this time.

If authorized to create this new capital improvement project and proceed, Hunt Design Group will provide two to three design options compatible with Town branding and campus architecture. Staff will review those options with stakeholders before returning to Council for design feedback. Once feedback is received, construction documents will be prepared. Staff will return to Town Council to request authorization to execute agreements for construction.

CONCLUSION:

Staff recommends creating a new capital improvement project and funding the design and construction of a monument sign for Civic Center Campus, in alignment with Council's previous direction.

FISCAL IMPACT:

Currently, there is no funding allocation for the design and construction of a monument sign. Staff expects design to cost approximately \$15,000 and construction is expected to cost approximately \$35,000, although a more refined cost estimate will be prepared once design is complete.

PAGE 3 OF 3

SUBJECT: Civic Center Monument Signage

DATE: September 26, 2024

Staff recommends an expenditure budget transfer, allocating \$50,000 from the Downtown Streetscape Project (CIP No. 813-0235) to the proposed project.

ENVIRONMENTAL ASSESSMENT:

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



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 10/01/2024

ITEM NO. 7.

ITEM NO: 7

DATE: September 26, 2024
TO: Mayor and Town Council
FROM: Katy Nomura, Interim Town Manager
SUBJECT: Discuss and Provide Direction on a New Town Event for Fall 2025 That Expands Upon the Town’s Annual Movie Night (Screen on the Green)

RECOMMENDATION:

Discuss and provide direction on a new Town event for fall 2025 that expands upon the Town’s annual movie night (Screen on the Green).

BACKGROUND:

The Town of Los Gatos embraces the opportunity to celebrate with the community through its four annual Town events, which are described below.

- **Spring into Green** is celebrated on a Sunday in April, typically on the weekend of Earth Day, at Town Plaza Park alongside the Farmers Market. This event is focused on sustainability, waste diversion, environmental protection, clean water, and related community organizations. This event started in 2015, replacing the Town’s former annual Garage Sale and Keep Los Gatos Beautiful Month Newsletter. The event is one of the efforts the Town implements to meet community outreach and education goals for waste diversion and sustainability initiatives. Spring into Green provides the Town’s partners opportunities to participate in the event through a booth with an activity or information that highlights sustainability, waste diversion, and environmental stewardship. The Town also celebrates its Tree City USA designation during Spring into Green with a tree planting led by the Mayor, accompanied by fellow Town Council Members and youth members of the Los Gatos community.

PREPARED BY: Monica Renn
Economic Vitality Manager

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

SUBJECT: Consider Changes to the Town Event Program

DATE: September 26, 2024

- **Los Gatos Celebrates the 4th of July** is celebrated on the 4th of July each year, at Oak Meadow Park. The event began in the early 2000's at the Civic Center and Los Gatos High School lawns, and has since evolved into celebration it is today, also known as Symphony in the Park. The event features a flag raising ceremony, Veterans recognition, and patriotic concert by the San José Wind Symphony, along with food trucks, a beer and wine garden, games, family activities, and more.
- **Screen on the Green** is an outdoor movie night typically celebrated on the third Friday in September at Oak Meadow Park. The event began in the early 2000's. Traditionally, the Mayor selects a family friendly film to be shown on a large outdoor screen. Event guests bring their own chairs, blankets, and snacks. The Town provides the movie and pre-event activities, including a Mayor's Welcome at the start of the film. Billy Jones Wildcat Railroad opens their snack shack, train, and carousel for guests to enjoy before the show. During the time of COVID-19 recovery, the Town offered multiple Screen on the Green events at both Oak Meadow Park and the Civic Center in lieu of other events as a way for the community to come together in a time when only outdoor gatherings that permitted ample social distancing were acceptable.
- **Los Gatos in Lights, a Winter Celebration**, is held the first Friday in December at Town Plaza Park. This community celebration blends the decades long tradition of lighting a tree in Town Plaza Park and Santa Claus arriving by fire truck, with the new traditions of a winter celebration that lights up the entire park, delivers snow flurries, offers live music from Fisher Middle School Students and community members, and more to kick off a festive season of celebrations in Town.

In addition to the four Town events coordinated and implemented by Town staff, the Town supports Music in the Park, two neighborhood Halloween road closures, and the Los Gatos Children's Holiday Parade with significant staffing and operational support.

DISCUSSION:

During the last few years, the events landscape has evolved. With ample services and items available online, special events have become a popular outlet for people in the community to gather in person to celebrate and connect with one another. There has been an increased interest from community members to both implement their own special events and take part in those implemented by the Town. Staff works to continuously evaluate, improve, and polish Town events to create an experience that is inviting, inclusive, welcoming, relevant, and enjoyable for community members of all ages and backgrounds.

When evaluating Town events based on experiences of the last couple of years, staff noted two key points.

SUBJECT: Consider Changes to the Town Event Program

DATE: September 26, 2024

1. Spring into Green is a tremendously popular event for both event guests and community partners/vendors wanting to participate with a booth. The format of the event, on a Sunday in Town Plaza Park alongside another event (Farmers Market), creates the opportunity for the stakeholder experience to feel convenient, synergetic, lively, and enriched. Staff has found that there are increasing numbers of interested booth vendors that are incredibly valuable partners doing great work for the community, although are not necessarily organizations that fit within event's goal of educating and promoting Earth Day and related sustainability initiatives. To date, staff has made space for most vendors and partners to participate in Spring into Green. The event is now at capacity with additional interest for 2025.

In 2024, Town staff expanded the programming at Spring into Green to include live performances by Mosaic America, engaging cultures collaboratively through music, dance, and storytelling. The addition was well received by the community and inspired the thoughts of staff to expand the Town event offerings to include a new fall community celebration.

2. As the years have gone by, the attendance at Screen on the Green has declined. It is estimated that less than 200 people (30 to 40 families) have attended this event in recent years. Staff believes that this is due, in part, to outdoor movies becoming more obtainable for individual families and community groups to host, and that local schools are coordinating similar fall movie nights for their individual school communities. While this remains a beloved Town event, staff believes that expanding the event into a Community Celebration focusing on celebrating the Los Gatos community, could engage a broader cross-section of the community, while still concluding with an outdoor family movie to continue the tradition.

Considering the workload to plan and implement a large-scale event and the associated budget implications, staff is requesting that the Town Council consider expanding Screen on the Green into a new Community Celebration for Fall of 2025. The event would entail partner/vendor booths and concluded with an outdoor family movie. This is being considered well in advance of the proposed event to allow ample time for planning the event including building an appropriate budget for it. Not including staff time, Screen on the Green costs the Town approximately \$2,500, whereas the proposed new event would need a budget (exclusive of staff time) of approximately \$11,000, similar to the cost of Spring into Green. It would also require an increased amount of staff time from the current levels used for Screen on the Green, including additional support from Parks and Public Works and the Police Department. Departments will collaborate to find the correct balance of department engagement and staff workload, as the level of available staff will be a factor in the structure and scope of the event.

It is important to note that fall is one of the busiest times of year for event staff as it supports several large annual community events through the event permit process while planning Town

PAGE 4 OF 5

SUBJECT: Consider Changes to the Town Event Program

DATE: September 26, 2024

events; thus, simply adding another Town event without a trade-off would overly intensify the workload on staff and likely not be feasible. For this reason, staff is recommending expanding the existing fall event.

CONCLUSION:

Staff is recommending that the Town Council consider expanding Screen on the Green to become a Fall Community Celebration in 2025, with a format including partner/vendor booths as well as an outdoor movie, still located at Oak Meadow Park. The new event would have a broader focus on celebrating the fabric of the Los Gatos Community including interests such as art, music, dance, culture, lifestyle, and community service organizations, as it is these interests that can often weave a group of people together and create a strong and vibrant community.

This discussion is coming before the Town Council well in advance of the prospective event as the implementation of a new event with this scope would require the special events budget for FY 2025/26 to be increased and requires a large amount of lead time to shape and coordinate the event. Staff anticipates engaging a variety of community partners, including Town Commissions and Committees to create a well-rounded, engaging and exciting new event.

Staff is requesting that Town Council decide if they wish to expand Screen on the Green to become a new annual Fall Community Celebration, beginning in 2025, with the anticipated budget of \$11,000?

ALTERNATIVES:

Staff has identified two potential alternatives for Town Council to consider:

Alternative 1. Town Council may decide to direct that no changes be made to the current annual Town events.

Alternative 2. The Town Council may direct staff to sunset the Screen on the Green event and replace it with a new Fall Community Celebration (with commensurate budget adjustments) that would more closely mimic the format of Spring into Green, taking place on a Sunday in the Fall at Town Plaza Park, alongside the Farmers Market. There would no longer be a Town outdoor movie night with this alternative option.

FISCAL IMPACT:

The fiscal impact will vary based on the Town Council's direction. Expanding or replacing Screen on the Green with a new Community Celebration would entail adding \$8,500 to the events budget for FY 2025/26. Whereas, directing no change to the current Town Events would have no budget implications.

PAGE 5 OF 5

SUBJECT: Consider Changes to the Town Event Program

DATE: September 26, 2024

ITEM NO. 7.

ENVIRONMENTAL ASSESSMENT:

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