



**TOWN OF LOS GATOS
COUNCIL MEETING AGENDA
MARCH 02, 2021
110 EAST MAIN STREET
LOS GATOS, CA**

Marico Sayoc, Mayor

Rob Rennie, Vice Mayor

Mary Badame, Council Member

Matthew Hudes, Council Member

Maria Ristow, Council Member

PARTICIPATION IN THE PUBLIC PROCESS

How to participate: The Town of Los Gatos strongly encourages your active participation in the public process, which is the cornerstone of democracy. If you wish to speak to an item on the agenda, please follow the participation instructions on page 2 of this agenda. If you wish to speak to an item NOT on the agenda, you may do so during the “Verbal Communications” period, by following the participation instructions on page 2 of this agenda. The time allocated to speakers may change to better facilitate the Town Council meeting.

Effective Proceedings: The purpose of the Town Council meeting is to conduct the business of the community in an effective and efficient manner. For the benefit of the community, the Town of Los Gatos asks that you follow the Town’s meeting guidelines while attending Town Council meetings and treat everyone with respect and dignity. This is done by following meeting guidelines set forth in State law and in the Town Code. Disruptive conduct is not tolerated, including but not limited to: addressing the Town Council without first being recognized; interrupting speakers, Town Council or Town staff; continuing to speak after the allotted time has expired; failing to relinquish the podium when directed to do so; and repetitiously addressing the same subject.

Deadlines for Public Comment and Presentations are as follows:

- Persons wishing to make an audio/visual presentation on any agenda item must submit the presentation electronically, either in person or via email, to the Clerk’s Office no later than 3:00 p.m. on the day of the Council meeting.
- Persons wishing to submit written comments to be included in the materials provided to Town Council must provide the comments as follows:
 - For inclusion in the regular packet: by 11:00 a.m. the Thursday before the Council meeting
 - For inclusion in any Addendum: by 11:00 a.m. the Monday before the Council meeting
 - For inclusion in any Desk Item: by 11:00 a.m. on the day of the Council Meeting

Town Council Meetings Broadcast Live on KCAT, Channel 15 (on Comcast) on the 1st and 3rd Tuesdays at 7:00 p.m.

Rebroadcast of Town Council Meetings on the 2nd and 4th Mondays at 7:00 p.m.

Live & Archived Council Meetings can be viewed by going to:

www.LosGatosCA.gov/TownYouTube

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE CLERK DEPARTMENT AT (408) 354-6834. NOTIFICATION 48 HOURS BEFORE THE MEETING 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 MEETING AGENDA
MARCH 02, 2021
7:00 PM**

IMPORTANT NOTICE REGARDING THE MARCH 2, 2021 MEETING

This meeting is being conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29- 20 dated March 17, 2020, regarding the COVID-19 pandemic. The live stream of the meeting may be viewed on television and/or online at www.losgatosca.gov/AgendasAndVideos. **In accordance with Executive Order N-29- 20, the public may only view the meeting on television and/or online and not in the Council Chamber.**

PARTICIPATION

If you are not interested in providing oral comments in real-time during the meeting, you can view the live stream of the meeting on television (Comcast Channel 15) and/or online at www.LosGatosCA.gov/TownYouTube.

If you are interested in providing oral comments real-time during the meeting, you must join the Zoom webinar:

- Join from a PC, Mac, iPad, iPhone or Android device: click this link <https://us02web.zoom.us/j/87359973376?pwd=WGRlZzFZa2FyOUVreWI3bytVTDBLdz09>. Password: 703708. You can also type in 86113121512 in the “Join a Meeting” page on the Zoom website at <https://zoom.us/join>.
- Join by telephone: Dial: 877 336 1839. Conference code: 969184

During the meeting:

- When the Chair 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. If you are participating by calling in, press #2 on your telephone keypad to raise your hand.
- When called to speak, please limit your comments to three (3) minutes, or such other time as the Chair may decide, consistent with the time limit for speakers at a Council meeting.

If you are unable to participate in real-time, you may email to PublicComment@losgatosca.gov the subject line “Public Comment Item #__” (insert the item number relevant to your comment) or “Verbal Communications – Non Agenda Item.” Comments received by 11:00 a.m. the day of the meeting will be reviewed and distributed before the meeting. All comments received will become part of the record.

**TOWN OF LOS GATOS
COUNCIL MEETING AGENDA
MARCH 02, 2021
7:00 PM**

REMOTE LOCATION PARTICIPANTS

The following Council Members are listed to permit them to appear electronically or telephonically at the Town Council meeting: MAYOR MARICO SAYOC, VICE MAYOR ROB RENNIE, COUNCIL MEMBER MARY BADAME, COUNCIL MEMBER MATTHEW HUDES, COUNCIL MEMBER MARIA RISTOW, CHAIR GEORGE ROSSMANN, VICE CHAIR LAURA KRAMER RAHMIL, COMMISSIONER JEFFREY BLUM, COMMISSIONER DICK KONRAD, COMMISSIONER LYDIA NORCIA, and YOUTH COMMISSIONER ARSHIA MATHUR. All votes during the teleconferencing session will be conducted by roll call vote.

MEETING CALL TO ORDER

ROLL CALL

PRESENTATIONS

- i. CERT
- ii. Red Cross

COUNCIL / MANAGER MATTERS

CONSENT ITEMS *(Items appearing on the Consent Items are considered routine and may be approved by one motion. Any member of the Council or public may request to have an item removed from the Consent Items for comment and action. A member of the public may request to pull an item from Consent by following the Participation Instructions contained on Page 2 of this agenda. If an item is pulled, the Mayor has the sole discretion to determine when the item will be heard. Unless there are separate discussions and/or actions requested by Council, staff, or a member of the public, it is requested that items under the Consent Items be acted on simultaneously.)*

- 1. Approve Draft Minutes of the February 16, 2021 Town Council Meeting.
- 2. Approve Draft Minutes of the February 23, 2021 Special Joint Meeting of the Town Council and Planning Commission Study Session.
- 3. Authorize the Town Manager to Execute a Purchase and Service Agreement with Solutions Office Interiors, Inc. for the Purchase and Installation of Office Furniture for the Corporation Yard Building Replacement and Engineering Tenant Improvement Project (18-821-2302) in an Amount Not to Exceed \$108,000 Including Contingencies.
- 4. Authorize the Town Manager to Execute a First Amendment to Agreement for Consultant Services with Cuschieri Horton Architects for Additional Architectural and Engineering Design Services for PPW Project 821-2302 in an Amount of \$16,350, for a Total Agreement Not to Exceed \$165,350.
- 5. Authorize the Following Actions:
 - a. Adopt a Resolution Authorizing Applications for Grant Funds to the California Department of Resources Recycling and Recovery (CalRecycle) and

- b. Authorize the Town Manager to Negotiate and Execute Future Grant Agreements with CalRecycle.
- 6. Receive an Informational Report on the Mayor's Appointment to the Finance Commission.

VERBAL COMMUNICATIONS *(Members of the public are welcome to address the Town Council on any matter that is not listed on the agenda consistent with the Participation Instructions contained on Page 2 of this agenda. To ensure all agenda items are heard and unless additional time is authorized by the Mayor, this portion of the agenda is limited to 30 minutes and no more than three (3) minutes per speaker. 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.)*

OTHER BUSINESS *(Up to three minutes may be allotted for each comment on any of the following items consistent with the Participation Instructions contained on page 2 of this agenda.)*

- 7. Review and Discuss the Community Health and Senior Service Commission Accomplishments and Goals.

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

Writings related to an item on the Town Council meeting agenda distributed to members of the Council within 72 hours of the meeting are available for review on the official Town of Los Gatos website.

Note: The Town of Los Gatos has adopted the provisions of Code of Civil Procedure §1094.6; litigation challenging a decision of the Town Council must be brought within 90 days after the decision is announced unless a shorter time is required by State or Federal law.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 03/02/2021

ITEM NO: 1

**DRAFT
Minutes of the Town Council Meeting
February 16, 2021**

The Town Council of the Town of Los Gatos conducted a regular meeting via Teleconference via COVID-19 Shelter in Place Guidelines on February 16, 2021, at 7:00 p.m.

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

ROLL CALL

Present: Mayor Marico Sayoc, Vice Mayor Rob Rennie, Council Member Mary Badame, Council Member Matthew Hudes, Council Member Maria Ristow. (All participating remotely).

Absent: None

COUNCIL/TOWN MANAGER REPORTS

Council Matters

- Vice Mayor Rennie stated he attended the Bay Area Air Quality Management District (BAAQMD) Board meeting; Valley Transportation Authority (VTA) Board and Policy Advisory Committee (PAC); Silicon Valley Clean Energy Authority (SVCEA) Board meeting, New Members Orientation, and Risk Oversight Committee; Town Finance Commission with Council Member Hudes; and a meet and greet with the NUMU Director.
- Council Member Ristow stated she attended the VTA PAC meeting as an alternate and the General Plan Advisory Committee (GPAC) meeting with Council Member Badame.
- Council Member Hudes stated he attended the League of California Cities Economic Development workshop and Town Finance Commission meeting; did a site visit of the Los Gatos Meadows development (110 Wood Road); and met with the Chair of the Town's Community Health and Senior Services Commission (CHSSC).
- Council Member Badame stated she attended GPAC with Council Member Ristow, West Valley Clean Water Authority (WVCWA) Board, and West Valley Solid Waste Management Authority (WVSWMA) meetings.
- Mayor Sayoc stated that in addition to the items mentioned by other Members, she attended several Santa Clara County Cites Association meetings and Santa Clara County calls regarding COVID-19.

Manager Matters

- Announced Finance Commission recruitment is underway for one open seat, applications are due Feb 19, 2021 by 4:00 p.m.
- Announced Youth Commission recruitment is open, applications are due by 4:00 p.m. on April 30, 2021.
- Announced free COVID-19 testing will take place on Friday February 19, 2021 at the Adult Recreation Center (ARC); appointments are strongly advised.

Manager Matters – continued

- Announced a Joint Town Council and Planning Commission Study Session will take place on Tuesday, February 23, 2021 at 7:00 p.m.

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

1. Approve Draft Minutes of January 26, 2021 Town Council Strategic Priority Meeting.
2. Approve Draft Minutes of January 28, 2021 Joint Meeting of the Town Council and Finance Commission.
3. Approve Draft Minutes of the February 2, 2021 Closed Session Meeting.
4. Approve Draft Minutes of February 2, 2021 Town Council Meeting.
5. Receive the Second Quarter Investment Report (October through December 2020) for Fiscal Year 2020/21.
6. Guardrail Replacement Project (CIP No. 812-0120):
 - a. Approve the Project Plans and Specifications;
 - b. Authorize Advertising the Project for Bid;
 - c. Authorize the Town Manager to Award and Execute a Construction Agreement in an Amount not to Exceed \$800,000, Including Contingencies and Change Orders; and
 - d. Authorize Staff to Execute Future Change Orders in an Amount Not to Exceed Ten Percent of the Contract Award Amount.
7. Authorize the Town Manager to Negotiate and Execute a Vendor Agreement with Econolite Systems, Inc. in an Amount Not to Exceed \$352,494, Including Contingency, for the Automated Traffic Signal Performance Measures and Virtual Bike Detection/Bike Signal Priority Project (CIP No. 813-0227 Traffic Signal Modernization).
8. Authorize the Town Manager to Execute an Agreement with HouseKeys for Administration of the Town's Below Market Price Affordable Housing Program.
9. Authorize the Town Manager to Purchase Two Vehicles:
 - a. One Vehicle from Folsom Lake Ford in an Amount not to Exceed \$43,405; and
 - b. One Cab Chassis with Aerial Lift Platform Body from Altec Industries, Inc. in an Amount not to Exceed \$129,658.
10. Consider a Request for an Exception to the Story Pole Policy to Allow an Alternative to Standard Story Pole Installation to Illustrate and Provide Notice of the Proposed Project on Property Zoned R:PD. Located at 110 Wood Road. APN 510-47-038. Applicant: Frank Rockwood. Property Owner: Covia Communities. Project Planner: Jocelyn Shoopman.
11. Adopt a Modified Economic Recovery Resolution to Reflect the Town Council's Direction on Conditional Use Permits for up to Five New Markets or Other Non-Restaurant Uses; and Extend the Resolution Until At Least December 31, 2021. **RESOLUTION 2021-002**

MOTION: Motion by Council Member Ristow to approve Consent Items 1-11. **Seconded** by Council Member Badame.

VOTE: Motion passed unanimously.

VERBAL COMMUNICATIONS

Kate Gude

- Expressed concern regarding the social and emotional effect of remote learning on children and the continued Shelter-In-Place Order; requested the Town work with the school administration to reopen the schools.

McNelly X

- Expressed concern regarding the social and emotional effect of remote learning on children and the continued Shelter-In-Place Order; requested the Town provide information technology training to local teachers and set up meetings with infectious disease experts.

Bob Lipp

- Requested the Town revisit its plastic bag ordinance to consider addressing grocers supplying multi-use recyclable plastic bags without the option of paper bags.

Susan Nestor

- Expressed concern regarding the social and emotional effect of remote learning on children and the continued Shelter-In-Place Order; requested the Town work with the school administration to reopen the schools.

Silvana Casale

- Expressed concern regarding the social and emotional effect of remote learning on children and the continued Shelter-In-Place Order; requested the Town work with the school administration to reopen the schools.

Wayne Heimsoth, American Legion Post 99

- Requested the Town allow the American Legion Post 99 to utilize the Venue property for their headquarters and meetings and stated the Los Gatos Veteran's Memorial and Support Foundation would also like to use the Venue.

Jeffrey Suzuki

- Requested more information regarding the Town's work with the County on mental health calls and requested the formation of a Diversity, Equity, and Inclusion (DEI) committee.

Amy Nishide

- Requested a member of the Town Council opt to sit on the Cities Association Social Justice Committee and consider the formation of a DEI committee.

Lynley Hogan

- Expressed concerns regarding mask mandates and the continued Shelter-In-Place Order's closure of businesses and schools.

Verbal Communications – continued

Cyndi Sheehan

- Expressed concerns regarding mask mandates and the continued Shelter-In-Place Order's closure of businesses and schools.

The Mayor gave remarks and continued Verbal Communications to the end of the meeting, consistent with Town policy.

OTHER BUSINESS

12. Mid-Year Budget Performance report - Six Months ending December 31, 2020.

- a. Accept FY 2020/21 Mid-Year Budget Performance Report;
- b. Authorize Budget Adjustments as Recommended in the Mid-Year Budget Performance Report.

Stephen Conway, Finance Director, presented the staff report.

Opened public comment.

No one spoke.

Closed public comment.

Council discussed the item.

MOTION: **Motion by Vice Mayor Rennie to:**

- Approve the FY 2020/21 mid-year budget adjustments as contained in Attachment 1; and
- Utilize the funds from the sale of the Winchester property to cure the deficit with the understanding if less funds are needed, the remaining funds should stay in the surplus property reserve, and if additional funds are needed, OPEB discretionary payments should be reduced and diverted to balance the budget.

Seconded by Council Member Ristow.

VOTE: Motion passed unanimously.

13. Discuss the Five-Year Forecast, Provide Direction on the Other Budget Assumptions, and Provide any Specific Direction for the Preparation of the Town's Fiscal Year 2021/22 Operating and Capital Budgets.

Arn Andrews, Assistant Town Manager, presented the staff report.

PAGE 5 OF 5

SUBJECT: Draft Minutes of the Town Council Meeting of February 16, 2021

DATE: February 17, 2021

Opened public comment.

Other Business Item #13 – continued

No one spoke.

Closed public comment.

Council discussed the item and directed staff to return the item to the Finance Commission for more review with additional scenarios and trends in expenditures and revenues.

VERBAL COMMUNICATIONS - continued

Jennifer Wooten

- Expressed concerns regarding mask mandates and the continued Shelter-In-Place Order's closure of businesses and schools.

ADJOURNMENT

The meeting adjourned at 9:24 p.m.

Respectfully submitted:

Jenna De Long, Deputy Clerk



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 03/02/2021

ITEM NO: 1

ADDENDUM

DATE: March 1, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Approve Draft Minutes of the February 16, 2021 Town Council Meeting

REMARKS:

Attachment 1 contains public comments received between 11:01 a.m. February 25, 2021 and 11:01 a.m. March 1, 2021.

Attachment received with this Addendum:

1. Public Comments received between 11:01 a.m. February 25, 2021 and 11:01 a.m. March 1, 2021.

PREPARED BY: Jenna De Long
Deputy Town Clerk

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

From: [REDACTED]
Sent: Sunday, February 28, 2021 3:15 PM
To: Council; Laurel Prevetti
Subject: amendment to meeting minutes

Hello town council, I re-watched parts of the 2/16/21 meeting and would like to request that you better capture the comments of Hogan, Sheehan and Anonymous. It's important to more accurately capture their rants for the public record.

Specifically, Hogan said the lockdown is unconstitutional and like a prison term. you should take down the signs, and and there's no evidence of any emergency. Sheehan said the mandate are in violation of the 1964 Civil Rights Act, the mask mandate ruined the town, and you're forcing businesses to break the law. Anonymous said the virus is a "plandemic" and "not real" and you can't require people to wear a masks.

Thank you,

[REDACTED]



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 03/02/2021

ITEM NO: 2

DRAFT

**Minutes of the Special Joint Meeting of the Town Council and Planning Commission
February 23, 2021**

The Town Council of the Town of Los Gatos conducted a special meeting via Teleconference via COVID-19 Shelter in Place Guidelines on Tuesday, February 23, 2021, at 7:00 p.m. to hold a Joint Town Council and Planning Commission Study Session.

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

ROLL CALL

Council Members Present: Mayor Marico Sayoc, Vice Mayor Rob Rennie, Council Member Mary Badame, Council Member Matthew Hudes, Council Member Maria Ristow

Absent: None

Planning Commissioners Present: Chair Kathryn Janoff, Vice Chair Kendra Burch, Commissioner Jeffrey Barnett, Commissioner Melanie Hansen (joined the meeting at 8:01 p.m.), Commissioner Jeffrey Suzuki, and Commissioner Emily Thomas.

Absent: Commissioner Reza Tavana.

Panelists: Cindy Johnson, Director of Construction at Western States Construction Management Group, Jeff Kreshek, Senior Vice President, West Coast Leasing for Federal Realty, Jim Foley, Principal at Pennant Properties, Keyston Smith, President and CEO of Cilker Orchards

VERBAL COMMUNICATIONS

No one spoke.

OTHER BUSINESS

1. Discuss Economic and Community Vitality and Urban Design with a Panel of Industry Professionals Servicing the Town of Los Gatos.

Monica Renn, Economic Vitality Manager, presented the staff report.

Opened Public Comment.

- No one spoke.

Closed Public Comment.

Mayor Sayoc moderated the conversation with the panel, Planning Commission, and Town Council.

PAGE 2 OF 2

SUBJECT: Draft Minutes of the Joint Town Council and Planning Commission Meeting of
February 23, 2021

DATE: February 24, 2021

Other Business Item #1 – continued

Sally Zarnowitz, Planning Manager, presented on urban design.

Town Council, Planning Commission, and panelists discussed the information.

ADJOURNMENT

The meeting adjourned at 9:24 p.m.

Respectfully submitted:

Jenna De Long, Deputy Clerk



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 03/02/2021

ITEM NO: 3

DATE: February 24, 2021

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Authorize the Town Manager to Execute a Purchase and Service Agreement with Solutions Office Interiors, Inc. for the Purchase and Installation of Office Furniture for the Corporation Yard Building Replacement and Engineering Tenant Improvement Project (18-821-2302) in an Amount Not to Exceed \$108,000 Including Contingencies.

RECOMMENDATION:

Authorize the Town Manager to execute a Purchase and Service Agreement (Attachment 1) with Solutions Office Interiors, Inc. for the Corporation Yard Building Replacement and Engineering Tenant Improvement Project (18-821-2302) in an Amount Not to Exceed \$108,000 including contingencies.

BACKGROUND:

The Town's adopted 2018/19 Capital Improvement Program Budget designates funding for Town projects, including Project 821-2302, Corporation Yard Building Replacement. This is a two phased project that will convert current warehouse space to office space and then replace an old portable building that currently houses staff with a steel storage building at the northwest corner of the Parks and Public Works (PPW) corporation yard on Miles Avenue.

On October 2, 2018, the Town Council authorized the Town Manager to execute an agreement with Cuschieri Horton Architects for the Design of Corporation Yard Building Replacement and Engineering Tenant Improvement project.

On August 18, 2020, the Town Council authorized the Town Manager to execute Construction contract with DesignTek Consulting Group, LLC. for the construction of Phase 1 of the project

PREPARED BY: Matt Morley
Parks and Public Works Director

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

PAGE 2 OF 3

SUBJECT: Corporation Yard Building Replacement and Engineering Tenant Improvement
Project (18-821-2302)

DATE: February 24, 2021

BACKGROUND (continued):

which includes tenant improvements of Engineering staff offices and conversion of warehouse space into staff office space. The Phase 1 construction work is underway and is expected to be completed in May

DISCUSSION:

Once the construction work is complete, furniture needs to be purchased and installed for staff offices. PPW issued a Request for Proposals (RFP) inviting 10 vendors for contract furniture configuration services for design, materials, delivery, and installation for the Engineering and Maintenance staff offices.

Four vendors responded to the RFP and Solutions Office interiors was selected based on being the most qualified and having the lowest priced proposal. Solutions Office Interiors worked with Department staff to design a furniture layout for the office space under a design agreement executed in February 2020.

The design is complete and approved by Town staff, and the selected furniture needs to be ordered to enable timely delivery and installation.

CONCLUSION:

Approval will allow for the upfit of cubicle office space in the engineering building.

SUBJECT: Corporation Yard Building Replacement and Engineering Tenant Improvement
Project (18-821-2302)

DATE: February 24, 2021

FISCAL IMPACT:

Sufficient funds exist in the project budget for this contract.

Building Replacement at Corporation Yard Project 821-2302		
	Budget	Costs
GFAR	\$1,165,800	
Total Budget	\$1,165,800	
Construction (Including Contingencies)		\$750,315
Consultation Services (Expense + Encumbrance)		\$204,484
Solutions Office Interiors		\$108,000
Other Construction		\$39,396
Modular Unit Rental		\$10,637
Construction Inspection		\$7,443
Equipment Acquisition/Installation		\$6,055
Blueprint/Copy/Postage		\$1,772
Advertising		\$1,064
Total Expenditures		\$1,126,331
Remaining Budget		\$39,469

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Purchase and Service Agreement
2. Exhibits A and B to the Purchase and Service Agreement

PURCHASE AND SERVICE AGREEMENT

THIS AGREEMENT is dated for identification this 16th day of February 2021 and is made by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Solutions Office Interiors ("Supplier"), whose address is 1702L Meridian Avenue, Suite 261, San Jose, CA 95125. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 Town sought proposals for the purchase described in this Agreement, and Supplier was found to be the lowest responsible supplier for this purchase.
- 1.2 Supplier represents that it is a qualified and competent supplier of the items to be purchased under this Agreement.
- 1.3 The Town desires to engage Supplier to provide welding and installation services of steel railing at the Town Civic Center.
- 1.4 The Supplier represents and affirms that it is qualified and willing to perform the desired work pursuant to this Agreement.

II. AGREEMENTS

- 2.1 Supplies and Terms. Supplier hereby agrees to deliver to Town the items and materials described in Exhibit A, which is attached hereto and incorporated by reference. The terms and conditions are as follows:
 - (1) Price. Town shall pay Supplier the amounts defined in Exhibit A through C, which include sales tax and delivery charges. Payment shall be net 30 days from delivery.
 - (2) Delivery. The delivery of the items and materials shall be on a mutually agreed upon date. Delivery shall be made between 8:00 a.m. and 5:00 p.m. on weekdays that are not Town holidays or furlough days.
- 2.2 Time of the Essence. Prompt delivery of the items and materials is essential to this Agreement.
- 2.3 Scope of Services. Supplier shall provide services as described in the Scope of Services and that certain Proposal sent to the Town on February 17 and February 19, 2021 which is hereby incorporated by reference and attached as "Exhibit A."
- 2.4 Time of Performance. Notwithstanding Section 2.1(2), this agreement will remain in effect until December 31, 2021.

- 2.5 Compliance with Laws. The Supplier shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Supplier represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Supplier to practice its profession. Supplier shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.6 Sole Responsibility. Supplier shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.7 Information/Report Handling. All documents furnished to Supplier by the Town and all reports and supportive data prepared by the Supplier under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Supplier's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Supplier in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Supplier shall not make any of the these documents or information available to any individual or organization not employed by the Supplier or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Supplier 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 Supplier in connection with other projects shall be solely at Town's risk, unless Supplier expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Supplier which is and has been confirmed in writing by Supplier to be a trade secret of Supplier.
- 2.8 Compensation. Compensation for the supplies and materials delivered and for supplier's professional services **shall not exceed \$108,000** inclusive of all costs. Payment shall be based upon Town approval of each task.
- 2.9 Billing. Billing shall be by invoice within thirty (30) days of the rendering of the services 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

- 2.10 Availability of Records. Supplier shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Supplier shall make these records available to authorized personnel of the Town at the Supplier's offices during business hours upon written request of the Town.
- 2.11 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Supplier. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.12 Independent Contractor. It is understood that the Supplier, 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 Supplier 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. Supplier agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Supplier 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 Supplier or is based on allegations of Supplier's negligent performance or wrongdoing.
- 2.13 Conflict of Interest. Supplier understands that its professional responsibilities are solely to the Town. The Supplier has and shall not obtain any holding or interest within the Town of Los Gatos. Supplier 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, Supplier 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. Supplier 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, Supplier discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Supplier shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.14 Equal Employment Opportunity. Supplier warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Supplier 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. Supplier 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. Supplier 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. Supplier shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Supplier agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Supplier 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 Supplier 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 Supplier; products and completed operations of Supplier, premises owned or used by the Supplier. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Supplier'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 Supplier'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 Supplier's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk Administrator.
- 3.3 Workers' Compensation. In addition to these policies, Supplier 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, Supplier shall ensure that all subcontractors employed by Supplier provide the required Workers' Compensation insurance for their respective employees.
- 3.4 Indemnification. The Supplier 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 Supplier, or any of the Supplier's officers, employees, or agents or any sub-contractor.

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 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 4.3 Warranty. Supplier shall remedy any defects due to faulty materials and/or workmanship and pay for any damages to other work and/or existing facilities resulting therefrom which shall appear within a period of one year from the date of recording of final acceptance.

- 4.4 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.
- 4.5 Termination of Agreement. The Town and the Supplier 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 Supplier shall deliver to the Town all supplies and services scheduled to be delivered to Town within that fifteen (15) day period.
- 4.6 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.
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.
 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 must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
 3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
 4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. 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.
 6. 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.
 7. 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.
 8. 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)].
 9. 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.
- 4.7 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Supplier.
- 4.8 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.

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

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

Solutions Office Interiors
1702L Meridian Avenue, Ste. 261
San Jose, CA 95125

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

- 4.10 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.

///

///

4.11 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Supplier. 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 Supplier have executed this Agreement.

Town of Los Gatos by:

Supplier, by:

Laurel Prevetti, Town Manager

Recommended by:

Matt Morley, Director of Parks and Public
Works

Title

Approved as to Form:

Robert Schultz, Town Attorney

Attest:

Shelley Neis, MMC, CPMC, Town Clerk

Town of Los Gatos Engineering Building

Open Space Office Furniture Scope of Services

This scope of services and the accompanying quotations describe the product and services to be provided to the Town by the Contractor.

Quotations attached as Exhibit B and Exhibit C provide material and services for full supply and installation of furniture for the Town's Engineering Building at 41 Miles Avenue.

Installation Timeline – The Contractor shall begin installation no later than April 12, 2021 and complete installation within three business days. The first day of installation shall be coordinated with the Town to align with site construction. The Town reserves the right to adjust the installation dates to accommodate construction scheduling.

Missing Material – All parts required for completion of the installation and missing or not included in the order shall be shipped by overnight air freight at no cost to the Town and installed on the date of delivery.

Advanced Product Required – The Contractor shall provide all devices, raceways, and cabling, including electrical whips and power poles, for electrical and data connections to the furniture for delivery to the Town no later than April 9, 2021.

Contractor will comply with all applicable laws and regulations, including County guidelines for COVID-19.

1702L Meridian Ave Ste#261
 San Jose CA 95125
 Phone: 408-295-0101
 Fax: 408-295-0202

Estimate #	10125
Estimate Date	02/17/21
Valid Until	03/17/21
Terms	75% Deposit - 25% NET 30
Page #	1 of 5
Sales Rep	George Meza

Investment Considered By:

Town of Los Gatos

Shelayne Hammack
 110 E. Main St.
 Los Gatos CA 95030

Project / Service Description:

Friant Furniture Novo Stations

Line	Item	Description	Qty.	Unit Price	Total
1	PROMAN	Project Management	8.00	75.00	\$ 600.00
2		MESA			
3	NEWPRO	9'-0" Mesa Rectangular Table 4'-0"D	1.00	3,170.00	\$ 3,170.00
4		MY HITE			
5	NEWPRO	3 Stage Height Adjustable Table Base, 24"D C-Leg, Corner	13.00	785.00	\$ 10,205.00
6	NEWPRO	3 Stage Height Adjustable Table Base, 24"D C-Leg, Straight	2.00	575.00	\$ 1,150.00
7	NEWPRO	Flat bracket - Pair, for MY-HITE WORKSURFACE EXTENSIC	2.00	10.00	\$ 20.00
8		DASH			
9	NEWPRO	Table Base with (3) legs, POST LEGS, for use with ROUND Table Top (30-42"W only	2.00	175.00	\$ 350.00
10	NEWPRO	42"W ROUND TOP for Conference table, TOP ONLY (order base separately	2.00	155.00	\$ 310.00
11	NEWPRO	Two section credenza, drawers & doors, base, no power/no access door,29H24D72W	1.00	955.00	\$ 955.00
12		NOVO			
13	NEWPRO	24"D Worksurface Support end panel	5.00	120.00	\$ 600.00
14	NEWPRO	Tasklight Wire Manager	18.00	9.00	\$ 162.00
15	NEWPRO	48"H Draw Rod, Power Pole/Wall Start	2.00	9.00	\$ 18.00
16	NEWPRO	34"H Same Height Draw Rod	2.00	9.00	\$ 18.00

We appreciate your consideration of Solutions Office Interiors Inc. for your Service and Material needs. If you approve of this estimate, please sign it and fax it back to our main office at (408) 295-0202 or send us a Purchase Order. All New Product are made to order, therefore all new products are final. Thank you for the opportunity to provide you with this proposal.

1702L Meridian Ave Ste#261
 San Jose CA 95125
 Phone: 408-295-0101
 Fax: 408-295-0202

Estimate #	10125
Estimate Date	02/17/21
Valid Until	03/17/21
Terms	75% Deposit - 25% NET 30
Page #	2 of 5
Sales Rep	George Meza

Line	Item	Description	Qty.	Unit Price	Total
17	NEWPRO	48"H Same Height Draw Rod	19.00	9.00	\$ 171.00
18	NEWPRO	62"H Same Height Draw Rod	19.00	9.00	\$ 171.00
19	NEWPRO	53"H 2-Way 90 Deg Connector Hard Surface	9.00	58.00	\$ 522.00
20	NEWPRO	67"H 2-Way 90 Deg Connector Hard Surface	8.00	65.00	\$ 520.00
21	NEWPRO	53"H 3-Way 90 Deg Connector Hard Surface	1.00	70.00	\$ 70.00
22	NEWPRO	67"H 3-Way 90 Deg Connector Hard Surface	8.00	85.00	\$ 680.00
23	NEWPRO	67"H 4-Way 90 Deg Connector Hard Surface	2.00	98.00	\$ 196.00
24	NEWPRO	Base Power Entry, Direct Connect, 4 Circuit	7.00	115.00	\$ 805.00
25	NEWPRO	67"H Ceiling POWER Entry, Internal Direct Connect, 4 Circuit	1.00	240.00	\$ 240.00
26	NEWPRO	Pass-Through Festoon 23", 4 Circuit	7.00	30.00	\$ 210.00
27	NEWPRO	90° Power Festoon 23", 4 Circuit	1.00	30.00	\$ 30.00
28	NEWPRO	34"H Draw Rod, Change of Height	1.00	15.00	\$ 15.00
29	NEWPRO	23x40x64x23 Left Curved Extended Corner WS TOP ONLY, for use with My Hite Base	1.00	270.00	\$ 270.00
30	NEWPRO	23x40x64x23 Right Curved Extended Corner WS TOP ONLY for use with My Hite Base	1.00	270.00	\$ 270.00
31	NEWPRO	23x40x70x23 Left Curved Extended Corner WS TOP ONLY, for use with My Hite Base	4.00	275.00	\$ 1,100.00
32	NEWPRO	23x40x70x23 Right Curved Extended Corner WS TOP ONLY for use with My Hite Base	3.00	275.00	\$ 825.00
33	NEWPRO	23x40x76x23 Right Curved Extended Corner WS TOP ONLY for use with My Hite Base	1.00	330.00	\$ 330.00
34	NEWPRO	23x40x82x23 Right Curved Extended Corner WS TOP ONLY for use with My White Base	2.00	390.00	\$ 780.00
35	NEWPRO	42"W x 24"D 90 Deg Curved Corner Worksurface	2.00	200.00	\$ 400.00
36	NEWPRO	23D x 58L D-Top WS TOP ONLY, for use with MY-HITE base within Freestanding	1.00	175.00	\$ 175.00
37	NEWPRO	30"W x 24"D Rectangular Worksurface	9.00	98.00	\$ 882.00

We appreciate your consideration of Solutions Office Interiors Inc. for your Service and Material needs. If you approve of this estimate, please sign it and fax it back to our main office at (408) 295-0202 or send us a Purchase Order. All New Product are made to order, therefore all new products are final. Thank you for the opportunity to provide you with this proposal.

Authorizing Signature: _____ All sales are final. Date: _____

1702L Meridian Ave Ste#261
 San Jose CA 95125
 Phone: 408-295-0101
 Fax: 408-295-0202

Estimate #	10125
Estimate Date	02/17/21
Valid Until	03/17/21
Terms	75% Deposit - 25% NET 30
Page #	3 of 5
Sales Rep	George Meza

Line	Item	Description	Qty.	Unit Price	Total
38	NEWPRO	42"W x 24"D Rectangular Worksurface	4.00	125.00	\$ 500.00
39	NEWPRO	48"W x 24"D Rectangular Worksurface	1.00	125.00	\$ 125.00
40	NEWPRO	54"W x 24"D Rectangular Worksurface	4.00	145.00	\$ 580.00
41	NEWPRO	60"W x 24"D Rectangular Worksurface	1.00	155.00	\$ 155.00
42	NEWPRO	72"W x 30"D Rectangular Worksurface	2.00	225.00	\$ 450.00
43	NEWPRO	36"W x 39"H Monolithic panel, fabric covered, powered	1.00	225.00	\$ 225.00
44	NEWPRO	42"W x 39"H Monolithic panel, fabric covered, powered	3.00	235.00	\$ 705.00
45	NEWPRO	48"W x 39"H Monolithic panel, fabric covered, powered	1.00	240.00	\$ 240.00
46	NEWPRO	24"W x 53"H Monolithic panel, fabric covered, non-powered	2.00	150.00	\$ 300.00
47	NEWPRO	30"W x 53"H Monolithic panel, fabric covered, non-powered	10.00	170.00	\$ 1,700.00
48	NEWPRO	36"W x 53"H Monolithic panel, fabric covered, non-powered	1.00	200.00	\$ 200.00
49	NEWPRO	42"W x 53"H Monolithic panel, fabric covered, non-powered	24.00	215.00	\$ 5,160.00
50	NEWPRO	48"W x 53"H Monolithic panel, fabric covered, non-powered	1.00	225.00	\$ 225.00
51	NEWPRO	24"W x 67"H Monolithic panel, fabric covered, powered	4.00	225.00	\$ 900.00
52	NEWPRO	24"W x 67"H Monolithic panel, fabric covered, non-powered	1.00	175.00	\$ 175.00
53	NEWPRO	30"W x 67"H Monolithic panel, fabric covered, powered	11.00	250.00	\$ 2,750.00
54	NEWPRO	30"W x 67"H Monolithic panel, fabric covered, non-powered	2.00	195.00	\$ 390.00
55	NEWPRO	42"W x 67"H Monolithic panel, fabric covered, powered	14.00	290.00	\$ 4,060.00
56	NEWPRO	42"W x 67"H Monolithic panel, fabric covered, non-powered	1.00	240.00	\$ 240.00
57	NEWPRO	48"W x 67"H Monolithic panel, fabric covered, non-powered	2.00	255.00	\$ 510.00
58	NEWPRO	39"H Finished End	1.00	23.00	\$ 23.00
59	NEWPRO	53"H Finished End	22.00	27.00	\$ 594.00
60	NEWPRO	67"H Finished End	7.00	30.00	\$ 210.00

We appreciate your consideration of Solutions Office Interiors Inc. for your Service and Material needs. If you approve of this estimate, please sign it and fax it back to our main office at (408) 295-0202 or send us a Purchase Order. All New Product are made to order, therefore all new products are non-refundable. Thank you for the opportunity to provide you with this proposal.

Authorizing Signature: _____ All sales are final. Date: _____

1702L Meridian Ave Ste#261
 San Jose CA 95125
 Phone: 408-295-0101
 Fax: 408-295-0202

Estimate #	10125
Estimate Date	02/17/21
Valid Until	03/17/21
Terms	75% Deposit - 25% NET 30
Page #	4 of 5
Sales Rep	George Meza

Line	Item	Description	Qty.	Unit Price	Total
61	NEWPRO	14" Finished End Change of Height, For Connector	19.00	27.00	\$ 513.00
62	NEWPRO	28" Finished End Change of Height, For Connector	4.00	27.00	\$ 108.00
63	NEWPRO	28" Finished End Change of Height, For Panel to Panel	1.00	27.00	\$ 27.00
64	NEWPRO	30"W x 53"H Monolithic panel, fabric covered, partial glazed,non-powered	4.00	245.00	\$ 980.00
65	NEWPRO	36"W x 53"H Monolithic panel, fabric covered, partial glazed,non-powered	4.00	295.00	\$ 1,180.00
66	NEWPRO	42"W x 53"H Monolithic panel, fabric covered, partial glazed,non-powered	3.00	310.00	\$ 930.00
67	NEWPRO	48"W x 53"H Monolithic panel, fabric covered, partial glazed,non-powered	2.00	340.00	\$ 680.00
68	NEWPRO	24"W Pneumatic Overhead Cabinet	4.00	170.00	\$ 680.00
69	NEWPRO	30"W Pneumatic Overhead Cabinet	12.00	190.00	\$ 2,280.00
70	NEWPRO	42"W Pneumatic Overhead Cabinet	2.00	215.00	\$ 430.00
71	NEWPRO	4 Circuit Receptacle, Circuit A	19.00	10.00	\$ 190.00
72	NEWPRO	4 Circuit Receptacle, Circuit B	19.00	10.00	\$ 190.00
73	NEWPRO	4 Circuit Receptacle, Circuit C	1.00	10.00	\$ 10.00
74	NEWPRO	4 Circuit Receptacle, Circuit D, Dedicated	19.00	10.00	\$ 190.00
75	NEWPRO	23"D x 24"W Rectangular WS TOP ONLY, for use with MY-HITE base within Workstation	1.00	85.00	\$ 85.00
76	NEWPRO	23"D x 46"W Rectangular WS TOP ONLY, for use with MY-HITE base within Workstation	1.00	110.00	\$ 110.00
77	NEWPRO	29"D x 82"W Rectangular WS TOP ONLY, for use with MY-HITE base within Workstation	2.00	230.00	\$ 460.00
78	NEWPRO	2"W x 2"D Square Post Leg	4.00	35.00	\$ 140.00
79	NEWPRO	LED Tasklight, with sensor, for use on overheads 24"-36"	16.00	80.00	\$ 1,280.00
80	NEWPRO	LED Tasklight, with sensor, for use on overheads 42"+	2.00	100.00	\$ 200.00
81	NEWPRO	Lateral File Extended Glide 2", pack of 4. For use with	1.00	17.00	\$ 17.00

We appreciate your consideration of Solutions Office Interiors Inc. for your Service and Material needs. If you approve of this estimate, please sign it and fax it back to our main office at (408) 295-0202 or send us a Purchase Order. All New Product are made to order, therefore all new products are final. Thank you for the opportunity to provide you with this proposal.

ESTIMATE

1702L Meridian Ave Ste#261
 San Jose CA 95125
 Phone: 408-295-0101
 Fax: 408-295-0202

Estimate #	10125
Estimate Date	02/17/21
Valid Until	03/17/21
Terms	75% Deposit - 25% NET 30
Page #	5 of 5
Sales Rep	George Meza

Line	Item	Description	Qty.	Unit Price	Total
		supporting 2-Drawer Laterals			
82	NEWPRO	30"W Supporting 2 drawer lateral file	1.00	400.00	\$ 400.00
83	NEWPRO	Box/Box/File Pedestal	1.00	225.00	\$ 225.00
84	NEWPRO	Mobile Box/File Pedestal	18.00	245.00	\$ 4,410.00
85	NEWPRO	Anti-Sag Bar, 42" wide	1.00	35.00	\$ 35.00
86	NEWPRO	48"H Wall Start	2.00	25.00	\$ 50.00
87	NEWPRO	Lock Core Change Key - Type 1 Metal Storage	1.00	8.00	\$ 8.00
88	NEWPRO	Lock Core Master Key - Type 1 Metal Storage	1.00	8.00	\$ 8.00
89	NEWPRO	Lock Core Keyed-Alike (set of 4) - Type 1 Metal Storage	15.00	50.00	\$ 750.00
90	INSSOI	Installation Services During Normal Working Hours to:(20)Stations(1)Conference(2)Roundtables	1.00	9,000.00	\$ 9,000.00
91	DELSER	Delivery Services	1.00	960.00	\$ 960.00
				Subtotal	\$ 73,163.00
				Discount	
				Shipping	
				Tax	\$ 6,625.01
				Total	\$ 79,788.01

We appreciate your consideration of Solutions Office Interiors Inc. for your Service and Material needs. If you approve of this estimate, please sign it and fax it back to our main office at (408) 295-0202 or send us a Purchase Order. All New Product are made to order, therefore all new products are final. Thank you for the opportunity to provide you with this proposal.

Authorizing Signature: _____ All sales are final. Date: _____

1702L Meridian Ave Ste#261

San Jose CA 95125

Phone: 408-295-0101

Fax: 408-295-0202

Estimate #	10127
Estimate Date	02/19/21
Valid Until	03/19/21
Terms	75% Deposit - 25% NET 30
Page #	1 of 2
Sales Rep	George Meza

Investment Considered By:

Town of Los Gatos

Shelayne Hammack

110 E. Main St.

Los Gatos CA 95030

Project / Service Description:

Custom Reception & Storage

Line	Item	Description	Qty.	Unit Price	Total
1	NEWPRO	Custom Desk	1.00	5,655.00	\$ 5,655.00
2		Custom Desk			
		General Notes/Description Custom Willows straight front, L-shaped reception desk. Desk: 36"D x 72"L x 36"H, no glass transaction top, no gallery panels. Return: 30"D x 60"L x 36"H, no glass transaction top, no gallery panels. Work surfaces at 36" high. no storage included. Standard Friant laminates. Dimensions 6'x8'36H			
3	NEWPRO	DASH Lateral File with Base 3 Drawers	3.00	720.00	\$ 2,160.00
4	NEWPRO	Countertop 108"x36" for Lateral tops Color TBD	1.00	650.00	\$ 650.00
5	NEWPRO	Square Edge Tackboards Fabric 18"x36"	3.00	125.00	\$ 375.00
6	NEWPRO	Open Shelf 15"x16"x18 Color TBD	3.00	480.00	\$ 1,440.00
7	NEWPRO	Single Height Flipper or Hinged door 15"x36"x18	3.00	535.00	\$ 1,605.00
8	NEWPRO	Friant Willow Front Shell with ADA option Right (bow front) Laminate 30Wx72Lx42H	1.00	5,845.00	\$ 5,845.00
9	NEWPRO	Friant Willow Right Return Shell with Gallery Laminate 24Dx36Wx40H	1.00	1,470.00	\$ 1,470.00
10	NEWPRO	Friant Support Box Box File Pedestal Laminate 22Dx16Wx27	1.00	430.00	\$ 430.00
11	NEWPRO	Friant Support File File Pedestal Laminate 22Dx16Wx27H	1.00	430.00	\$ 430.00

We appreciate your consideration of Solutions Office Interiors Inc. for your Service and Material needs. If you approve of this estimate, please sign it and fax it back to our main office at (408) 295-0202 or send us a Purchase Order. All New Product are made to order, therefore all new products are final. Thank you for the opportunity to provide you with this proposal.

Authorizing Signature: _____

All sales are final.

Date: _____

Exhibit C

ESTIMATE

1702L Meridian Ave Ste#261
 San Jose CA 95125
 Phone: 408-295-0101
 Fax: 408-295-0202

Estimate #	10127
Estimate Date	02/19/21
Valid Until	03/19/21
Terms	75% Deposit - 25% NET 30
Page #	2 of 2
Sales Rep	George Meza

Line	Item	Description	Qty.	Unit Price	Total
12	NEWPRO	Key Lock/Cores	1.00	65.00	\$ 65.00
13	INSSOI	Installation Services During Normal Working Hours to:	1.00	720.00	\$ 720.00
14	DELSER	Delivery Services	1.00	320.00	\$ 320.00
				Subtotal	\$ 21,165.00
				Discount	
				Shipping	
				Tax	\$ 1,932.37
				Total	\$ 23,097.37

We appreciate your consideration of Solutions Office Interiors Inc. for your Service and Material needs. If you approve of this estimate, please sign it and fax it back to our main office at (408) 295-0202 or send us a Purchase Order. All New Product are made to order, therefore all new products are final. Thank you for the opportunity to provide you with this proposal.

Authorizing Signature: _____ All sales are final. Date: _____



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 03/02/2021

ITEM NO: 4

DATE: February 25, 2021

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Authorize the Town Manager to Execute a First Amendment to Agreement for Consultant Services with Cuschieri Horton Architects for Additional Architectural and Engineering Design Services for PPW Project 821-2302 in an Amount of \$16,350, for a Total Agreement Not to Exceed \$165,350

RECOMMENDATION:

Authorize the Town Manager to execute a First Amendment (Attachment 1) to Agreement (Attachment 2) for Consultant Services with Cuschieri Horton Architects for additional architectural and engineering design services for PPW Project 821-2302 in an amount of \$16,350, for a total agreement not to exceed \$165,350.

BACKGROUND:

The Town's adopted 2018/19 Capital Improvement Program Budget designates funding for Town projects, including Project 821-2302, Building Replacement at the Corporation Yard. This is a two phased project that will convert current warehouse space to office space and then replace an old portable building that currently houses staff with a steel storage building at the northwest corner of the Parks and Public Works (PPW) Corporation Yard on Miles Avenue.

On October 2, 2018, the Town Council authorized the Town Manager to execute an agreement with Cuschieri Horton Architects for the Design of Corporation Yard Building Replacement and Engineering Tenant Improvement project.

On August 18, 2020, the Town Council authorized the Town Manager to execute a construction contract with DesignTek Consulting Group, LLC. for the construction of Phase 1 of the project

PREPARED BY: Matt Morley
Parks and Public Works Director

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

PAGE 2 OF 3

SUBJECT: Authorize the Town Manager to execute a First Amendment to Agreement for Consultant Services with Cuschieri Horton Architects for Additional Architectural and Engineering Design Services for PPW Project 821-2302 in an Amount of \$16,350, for a Total Agreement Not to Exceed \$165,350

DATE: February 25, 2021

BACKGROUND (continued):

which includes tenant improvements of Engineering staff offices and conversion of warehouse space into staff office space. The Phase 1 construction work is underway and is expected to be completed in May.

DISCUSSION:

Phase 2 of the project includes purchasing and installation of a steel storage building to replace the existing building that is currently used as Police evidence storage facility and some staff offices.

The permit process for the storage building also includes review by the County Fire Department. Early coordination led staff to believe that fire sprinklers would not be necessary. Subsequent review comments from the Fire Department added the requirement for fire sprinklers, an element which needs design and engineering for an underground water line connection to the proposed storage building. This amendment is for the additional design and engineering work to be performed by Cuschieri Horton Architects.

Bidding for construction of Phase 2 of the project will follow the completion of the additional design work.

CONCLUSION:

Staff recommends that Town Council authorize the Town Manager to execute the contract to allow for this project to progress.

COORDINATION:

The design of this project has been coordinated with the Community Development Department and County Fire through the building permit process.

SUBJECT: Authorize the Town Manager to execute a First Amendment to Agreement for Consultant Services with Cuschieri Horton Architects for Additional Architectural and Engineering Design Services for PPW Project 821-2302 in an Amount of \$16,350, for a Total Agreement Not to Exceed \$165,350

DATE: February 25, 2021

FISCAL IMPACT:

There are sufficient funds in the project budget for this design change. Once the design is complete, staff will update the construction estimate and propose any changes in budget through the annual Capital Improvement Program budget process.

Building Replacement at Corporation Yard Project 821-2302		
	Budget	Costs
GFAR	\$1,165,800	
Total Budget	\$1,165,800	
Construction (Including Contingencies)		\$750,315
Consultation Services (Expense + Encumbrance)		\$204,484
Solutions Office Interiors		\$108,000
Other Construction		\$39,396
Modular Unit Rental		\$10,637
Construction Inspection		\$7,443
Equipment Acquisition/Installation		\$6,055
Blueprint/Copy/Postage		\$1,772
Advertising		\$1,064
Total Expenditures		\$1,126,331
Remaining Budget		\$39,469

ENVIRONMENTAL ASSESSMENT:

This is a project as defined under CEQA but is Categorically Exempt (Section 15301 a and d). A Notice of Exemption will not be filed.

Attachment:

1. First Amendment to the Agreement for Consultant Services with Cuschieri Horton Architects Including Exhibit B (Cost Proposal) and Original Agreement.

FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

This FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES is dated for identification this 2nd day of March 2021 and amends that certain AGREEMENT FOR CONSULTANT SERVICES dated October 3, 2018, made by and between the **TOWN OF LOS GATOS**, ("Town,") and **Cuschieri Horton Architects** ("Consultant").

RECITALS

- A. Town and Consultant entered into an Agreement for Consultant Services on October 3, 2018 ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- B. Town desires to amend the Agreement to add to the scope of services and provide additional compensation for Design Services and Fire Water Underground Design Services to support tenant improvements (TI) at the Town's Engineering Building.

AMENDMENT

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

Consultant shall provide services as described in that certain Cost Proposal sent to the Town on October 10, 2020, which is hereby incorporated by referenced and attached as Exhibit B.

2. Section 2.6 Compensation is amended to read:

Additional compensation for Consultant's professional services shall be \$16,350, for a total agreement not to exceed \$165,350.

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:

Consultant by:

Laurel Prevetti
Town Manager

Name/Title

Recommended by:

Matt Morley
Director of Parks and Public Works

Approved as to Form:

Robert Schultz, Town Attorney

Attest:

Shelley Neis, MMC, CPMC, Town Clerk

10 October 2020
CHA# 1826.01

Matt Morley
Director
Parks and Public Works Department
Town of Los Gatos
41 Miles Avenue, Los Gatos, CA 95030

Project / Location:
TLG – Engineering Building TI & Storage Building
41 Miles Avenue, Los Gatos, CA 95030

RE: Additional Services #1 Fee Proposal for Additional Design Services for Fire Water Underground Design Submittal to Connect to the Proposed Storage Building.

Dear Matt,

Please find enclosed Cuschieri Horton Architects (CHA) request for approval of additional Architectural and Engineering services for the above noted project. This proposal represents an additional scope of work for Fire Water underground work connection to the proposed Storage Building, which was not covered within our original project proposal #201832, dated 06/01/18, nor any prior additional design service proposals, and a result of the Santa Clara County Fire Department Review comments and requirements.

SCOPE OF WORK:

This added scope of work includes:

- Provide plans for a new fire water connection to the proposed Storage Building.
- Provide supplemental topographic survey of the area showing existing water features (hydrants and valves), locations of utility vaults, manholes, catch basins and invert information of storm and sanitary sewers, underground utility lines such as gas, water, electric, and any onsite utilities.
- Address 2nd review comments relating to the fire water connection to the proposed Storage Building (Civil comments only).

This will require modifications and additional drawings to be issued for the Town of Los Gatos Building Dept for review and approval.

Therefore, this fully executed agreement will constitute approval for A/E services expended as noted above, as well as incorporation into the overall permitted project set during CA phase of work.

ASSUMPTIONS:

- AOR efforts in the coordination and preparation of the Fire Water underground drawing revisions for the proposed Storage Building to be submitted to the Town of Los Gatos Building Department review and approval.
- Change in Scope, increase in Schedule, &/or any unforeseen conditions may result in add services.
- All prior assumptions and scope noted within original and prior approved proposal(s) remain applicable for this additional service proposal unless otherwise updated or noted above.
- See attached Consulting Engineer's proposal for their respective Assumptions.

EXCLUSIONS (can be provided as an additional service & billed at current SOC, if needed):

- Preparation of documentation beyond those described above and within this proposal.

- Additional revisions during CA period.
- All prior exclusions and scope noted within original approved proposal remain applicable for this additional service proposal unless otherwise updated or noted above.
- See attached Consulting Engineer's proposal for their respective Exclusions.

PROFESSIONAL FEES:

Town of Los Gatos Engineering Building TI and Storage Building Additional Services #1		Fees
<u>Fire Alarm/Fire Sprinkler/Fire Water Underground Submittal</u>		
CHA – Cuschieri Horton Architects	Architectural Design Services	\$ 8,500
Sandis	Fire Water Underground Design Services	<u>\$ 7,850</u>
	(Add Services):	\$16,350

We propose the following CHA Staff and SOC rates for this project:

Project Manager– Dan Cuschieri, Architect, (Hourly rate: \$170/hr.)
 Senior Designer – Ray Bolisay (Hourly rate: \$150/hr.)
 Job Captain – Sanobar Girap (Hourly rate: \$135/hr.)
 CAD drafter (Hourly rate: \$115/hr.)
 Reimbursable Charges: Computed at cost + 10%.

AGREEMENT FOR SERVICES:

Above noted services will be provided in accordance with the standard AIA agreement, to be provided by CHA. If the TLG has their own agreement, please provide to CHA for review and execution. CHA will proceed with these services following distribution, review and our receipt of TLG signed approval followed by an executed Agreement between CHA and TLG, issued for these services. Services outside this proposed scope of work will be billed hourly per CHA and CHA's engineering consultant's current schedule of charges, following Owner approval of such additional work.

Thank you for your consideration and approval of this additional work. Please call with any questions.

Sincerely



Dan Cuschieri, AIA, Principal

By signing below, you have acknowledged acceptance of the terms, fees, & conditions of this proposal letter, and authorize Cuschieri Horton Architects to proceed with the proposed services, included with any amendment to the fully executed prime agreement.
 (Please email signed/executed color copy to CHA)

 Signature of Owner representative (s)

 Date

 Full Name of Owner representative(s)

Cc: Tony Cuschieri (CHA), Kristi Pearce-Percy (CHA), Jeannette Keplinger (CHA)



August 12, 2020
Project No. 218290

Dan Cuschieri
Cuschieri Horton Architects
1475 S. Bascom Avenue, Suite 204
Campbell, CA 95008
T: 408.371.8200
E: dan@charch.com

**RE: LOS GATOS ENGINEERING BUILDING TI
ASR #1 – SURVEYING & ENGINEERING SERVICES
LOS GATOS, CA**

Dear Dan,

This letter is our amendment to the original proposal dated May 23, 2018, for the above referenced project. The following scope of work is included in this amendment:

SUPPLEMENTAL TOPOGRAPHIC SURVEY

\$3,600

- Perform a supplemental topographic survey of the area per the attached Exhibit A.
- Provide field and office work to produce a supplemental topographic survey at a scale of 1" = 20'. This survey will show the location of the underground utility locating paint marks. The location of utility vaults, manholes, catch basins and invert information of storm and sanitary sewers will be shown based upon a field survey. The location of underground utility lines such as gas, water, electric, and any onsite utilities will be shown based upon available agency records and mechanical detection of existing utilities.
- Existing water features (hydrants and valves) in the area of the proposed POC will also be documented.
- Mechanical locating services will be provided for detectable utilities using standard locating methods as listed in the California Government Code section 4216 through 4216.9. Depths and sizes of conduits will not be provided unless specifically requested in advance. Empty conduits, irrigation lines, hose bibs and abandoned utilities will also not be located unless specifically requested in advance. A reasonable effort will be made to locate existing subsurface utilities but individual field conditions will dictate the thoroughness of our survey. Only actual excavation will reveal the locations of such utilities.
- We reserve the right to utilize aerial survey techniques if deemed appropriate for scope and site features. Aerial survey will be supplemented with conventional survey for utility information and survey under trees or areas not visible from above. Aerial spot elevations for aerial survey will be shown to an accuracy of ± 0.1 (one tenth) of a foot.

ENGINEERING SERVICES

\$4,250

- Provide a utility plan for a new fire water connection to the proposed structure.
- Submit to San Jose Water for review and approval.
- Coordinate with the subconsultants.
- Respond to two (2) rounds of review comments.

August 12, 2020
Project No. 218290
Dan Cuschieri
Cuschieri Horton Architects
Page 2

These services will be provided for the amounts listed above and will be performed under the terms and conditions of our original contract.

Please return one signed copy of this letter to our Campbell office as your authorization to proceed.
proceed.

Regards

Approved

SANDIS

CUSCHIERI HORTON ARCHITECTS



Stephen Yazalina
Project Manager

By: _____



Title: _____

Chad Browning, PE, LEED AP, QSD/P
Associate Principal

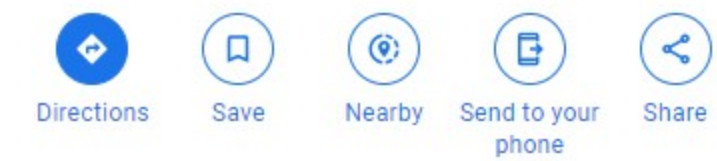
Date: _____

Attachments: Exhibit A



41 Miles Ave

Los Gatos, CA 95030
Building



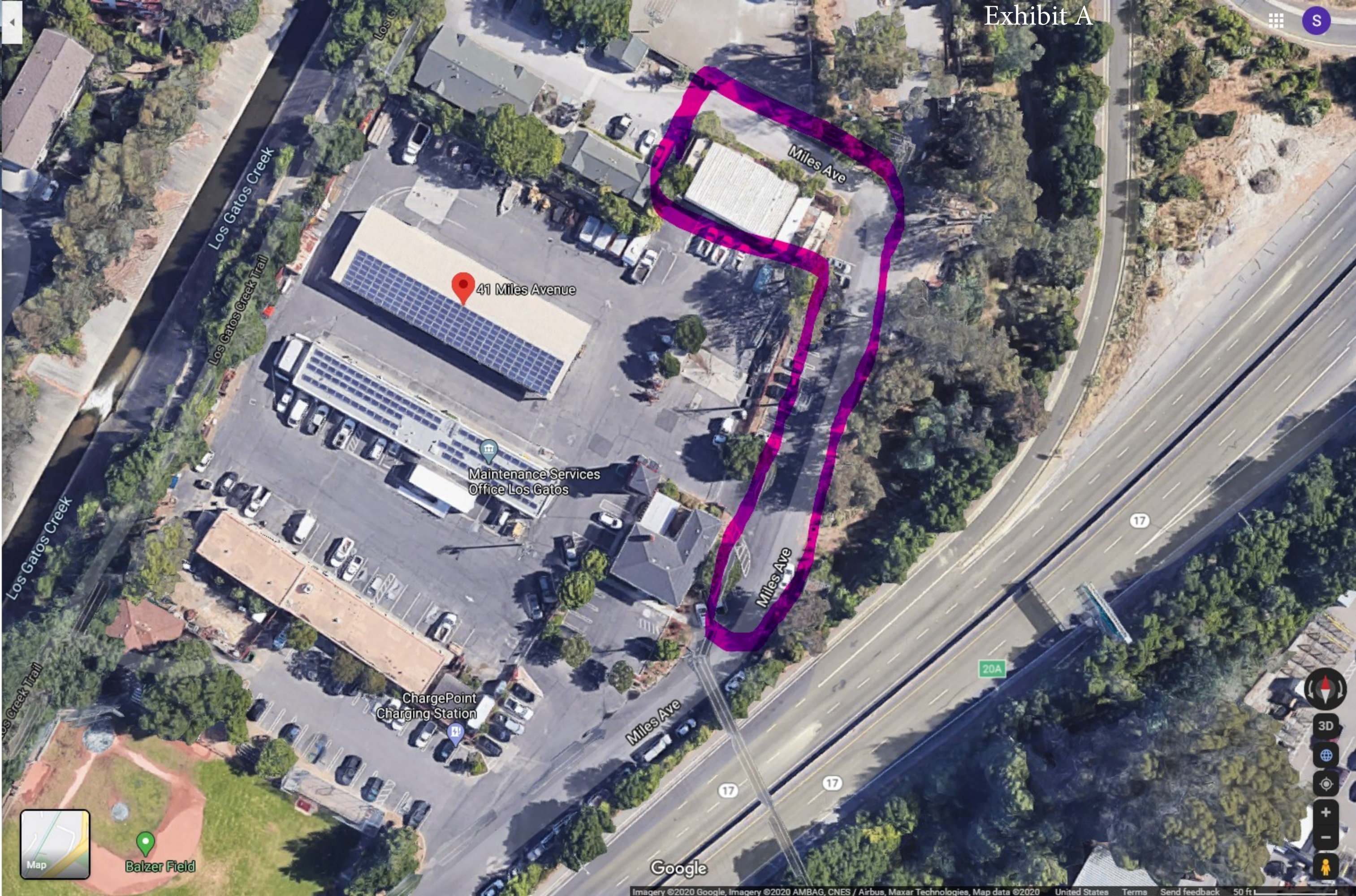
Suggest an edit on 41 Miles Ave

Add a missing place

Add your business

Add a label

Photos



AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on October 3, 2018 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") Cuschieri Horton Architects, ("Consultant"), whose address is 1475 S. Bascom Avenue, Suite 204, Campbell, CA 95008. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desire to engage Consultant to provide design services to support tenant improvements (TI) at the Town's Engineering Building, including new construction evidence storage.
- 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 Cost Proposal sent to the Town on June 1, 2018, 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 October 3, 2018 to December 31, 2021.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits

prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of 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 \$149,000**, inclusive of all costs. Payment shall be based upon Town approval of each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

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

❖ Invoices:
Town of Los Gatos
Attn: Accounts Payable
❖ P.O. Box 655
Los Gatos, CA 95031-0655

- 2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.
- 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: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

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

Cuschieri Horton Architects
1475 S. Bascom Avenue, Suite 104
Campbell, CA 95008

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

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

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

Town of Los Gatos by:



Laurel Prevetti, Town Manager

Consultant, by:



Daniel Cuschieri, AIA
Cuschieri Horton Architects

Recommended by:



Matt Morley, Director of Parks and Public Works

Principal / Architect

Title

Approved as to Form:



Robert Schultz, Town Attorney

Cost Proposal Format

Consultant shall provide a detailed itemized schedule of rates and fees which includes all billing amounts and costs for each Task as follows:

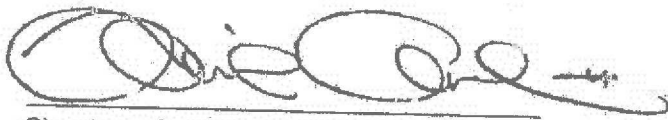
Basic Services:

Compensation shall be on a time and materials basis in proportion to services rendered and shall be billed monthly as percentages of completion for each Task as follows:

Task 1: Design Project Management and Coordination	\$ 6,780
Task 2: Data Collection and Review (35%)	\$ 35,935
Task 3: Construction Documents: 70% & 100%	
A. 70% Complete Plans	\$ 46,532
B. 100% Complete Plans	\$ 23,208
Task 4: Construction Management and Other Services (as needed)	\$5,000
Task 5: Construction Administration (as needed)	\$ 30,540
Task 6: Record Drawings and Project Close-Out	\$ 6,720
TOTAL (Not-To-Exceed)	\$ 154,715

Consultant Rate Schedule*:

* Attach Consultant rate schedule



Signature of CHA Representative

DAN CUSCHIERI, AIA, Principal

Typed name & Title

*Request for Proposal
Design Professional Services for Engineering Building Tenant Improvement*



CHA # 201832 / 06-01-18
TLG Engineering Building Tenant Improvements
COST PROPOSAL SUPPLEMENT - CHA Design Team

1 June 2018

Town of Los Gatos (TLG - Owner)

Parks and Public Works Department (41 Miles Avenue, Los Gatos, CA 95030)

Attention: Lisa Petersen, Assistant Director / Town Engineer

Cc: Brett Stollenwerk, Project Manager

Re: COST PROPOSAL SUPPLEMENT - Professional Services Fee Proposal for A/E Design Services (Tasks 1 thru 6)

Town of Los Gatos Engineering Building Tenant Improvement

Project Location: 41 Miles Avenue, Los Gatos, CA 95030

Dear Lisa,

We at Cuschieri Horton Architects (CHA) would like to thank you & the Town of Los Gatos for this great opportunity to provide our Architectural and Consultant Engineering services Cost proposal for the above noted project & as a supplement to Attachment D - Cost Proposal Format. We include herewith our understanding of the scope of services & key staff assigned for this project, including our design services fees for your review and approval. If each building (engineering + storage) project was to be separate due to budgetary constraints, this can be discussed during the interview process regarding fee & schedule impacts.

Following recent communication via telephone & email communication with additional scoping at the project site walk with Kinjal Buch, we have developed the following scope of services & fees for your review.

SCOPE OF SERVICES: The scope of services follow the scope and requirements set forth within the Town of Los Gatos (TLG) issued RFP and plan attachments received on 05/03/18 & Addendums. This RFP for design services to support tenant improvements (TI) at the TLG's Engineering Building, including new construction work for the replacement of a small portable building that currently houses TLG field crew & TLG Police evidence storage, both located at the TLG's service yard at 41 Miles Avenue, Los Gatos, CA. The existing Engineering building is currently separated into two areas; One area contains the existing engineering department office cubicles, one unisex bathroom, plan/file storage area, conference room, entry counter, etc.. The second area contains an equipment storage area. Proposed design services are to complete the TI of the building which would include relocating the existing engineering area to a new office area in the converted equipment/material storage location & changing the existing engineering area into an office for Town maintenance staff. At the location of the old portable building, the scope proposes a new basic steel storage building approximately 90 ft. long by 60 ft. wide by 20 ft. high (5400 sf +/-), with a recommended pre-fabricated structure on a concrete slab. This new building will be sectioned off into two areas with no toilets or staff work areas; One area will be for general TLG storage to accommodate a fork lift, tall racking storage, & HVAC unconditioned. The second area will be for TLG police evidence storage that meets Police Dept. evidence storage specifications and is approximately 2,000 sf & HVAC conditioned. Attachment E & F, included with the original RFP, show the locations of these structures and the existing engineering building layout. Per our completed RFP submittal package, our design team will prepare the appropriate design documents to facilitate the RFP scope of work as noted above and within the RFP's identified (6) Tasks as follows (please note that the tasks are noted differently between RFP pages 7 thru 9 Task summary and "Attachment D", so we are following "Attachment D," noting (6) tasks, which now incorporate CA services:

Task 1: Design Project Management and Coordination

Task 2: Data Collection and Review (35% plan / documentation submission milestone)

Task 3: Construction Documents (at 70% and 100% plan submission milestones)

Task 4: Construction Management and Other Services (as needed - allowance)

Task 5: Construction Administration (as needed - allowance)

Task 6: Record Drawings and Project Close-out

SUMMARY OF EACH "TASK" BASIC SERVICES FOR CHA:

TASK 1 - DESIGN PROJECT MANAGEMENT AND COORDINATION:

1.0 General Items (relating to this Task):

- SCHEDULE - Estimated Task completion time frame: Up to (2) weeks
- Engineering Consultants' Scope: See also the attached/included CHA's Engineering Consultants fee proposals for their scope/fees for this Task.

1.1 Coordinate with the TLG throughout the duration of this project design Task,

1.2. Manage Design Team and overall project design activities consistent with the direction from the TLG in order to meet the project schedule and budget.

1.3. Prepare a work plan phase schedule in MS Project format showing significant milestones for the project.

1.4. Update the schedule monthly and notify TLG if there are delays in any phase of the project. If needed, prepare the schedule in subsequent phases of the project or provide information to TLG substantiating a time extension. Estimated to be (1) permit document package covering up to (3) construction phases.

1.5. Prepare for and attend in-person project meetings with the TLG to discuss project progress, decisions and direction, and to coordinate activities, as required. The meetings shall include the following for this Task:

- Up to (1) Kick-off Meeting (on-site)
- Up to (2) Project Status Meetings with TLG via conference calls.

1.6. Be available to Town staff for consultation by phone, or email to discuss project activities and schedules, or as required through the duration of this project Task.

1.7. Deliverables:

- Monthly progress schedule in MS Project format (electronic file).
- Monthly progress reports and invoices (electronic file). Invoices will indicate, but not be limited to, the following:
 1. Invoice Number
 2. Complete Title of Project
 3. Period for work performed
 4. Listed Tasks per the Contract/Agreement
 5. Hours and percentage of Work Performed to Date of Invoice
 6. Balance of Account from Previous Invoices

TASK 2 - DATA COLLECTION AND REVIEW:

2.0 General Items (relating to this Task):

- SCHEDULE - Estimated Task completion time frame: Up to (4) weeks
- Engineering Consultants' Scope: See also the attached/included CHA's Engineering Consultants fee proposals for their scope/fees for this Task
- Allow up to (1) revision to plans per TLG comments following 35% review.

2.1 Review as-built documents (Hard Copy and Softcopy of PDF + AutoCAD files) and any other project information available for the Project site, provided by TLG at start of this Task. Assume existing as-built AutoCAD editable softcopy files and Hardcopy plans of project areas available for CHA use and review.

2.2 Coordinate development and collection of data.

2.3 Verify existing conditions and current code / zoning requirements (per 2.4 site visit).

2.4 Up to (1) site visit to view and inspect site conditions and existing facilities with TLG provided as-builts.

2.5 Perform necessary site analysis in order to identify opportunities and constraints.

2.6 Up to (3) meetings with TLG staff to obtain additional info & input, as well as misc. review as needed.

2.7 (Civil Engineer) Locate and verify depths of utilities including Ground Penetrating Radar (GPR), and potholing as needed (Civil Engineer services only per their proposal and within their identified area(s) of work, if identified and applicable to their scope/services).

- 2.8 SCHEMATIC DESIGN** - Prepare and submit, for TLG's review and approval, Schematic Design documents at thirty-five percent (35%) plan submittal. The submittal shall consist of the following plans: Site Plan, Demo and Proposed Floor Plan, some Elevations, Roof Plan, a general narrative description of basic components, and other documents necessary to illustrate the scale and relationship of Project components and provide a preliminary cost estimate.

TASK 3 - CONSTRUCTION DOCUMENTS (at 70% and 100%):

3.0 General Items (relating to this Task):

- **SCHEDULE** - Estimated Task completion time frames: Up to (8) weeks to complete and issue 100% Construction Document package for TLG expedited review with up to an additional *(4) weeks for TLG Review and Permit issuance. * Note: Review schedule has assumed an expedited review per addendum 1 response and considering TLG's involvement starting from Task 1 up to the end of Task 3.
- **Engineering Consultants' Scope:** See also the attached/included CHA's Engineering Consultants fee proposals for their scope/fees for this Task
- Based on the approved Schematic Design documents and any adjustments authorized or directed by TLG staff, Design team shall develop and refine the design, and prepare construction documents to fix and describe the size and character of the Project
- Allow up to (1) revision to plans per TLG comments following 70% review.

3.1 Prepare 70% and 100% complete construction documents and supporting information, which may include but is not limited to:

a) Plans with details of major design components such as:

- Architectural drawings and details (Title Sheet, Site Plan Demo/Proposed Floor Plans, Ceiling Plan, Roof Plan, Elevations, Details, sheet specs, FF&E Plans with the assistance of TLG hired FF&E vendor if applicable)
- Mechanical, electrical and plumbing drawings (See MEP Engineer proposal)
- Civil Drawings (see Civil Engineer proposal)
- Structural Drawings (See Structural Engineer fee proposal)
- Fire Alarm and Fire Sprinkler design consultant hired by TLG, possibly a deferred approval)
- Furniture, Fixtures, and Equipment (FF&E) Plans coordinated with TLG Furniture vendor & TLG Security / IT consultants and or TLG staff.

b) Draft technical specifications with TLG's input (Sheet Specs)

c) Estimate of probable construction cost

3.2 Submit for TLG 70% plan review.

3.3 Meet with TLG staff as needed to review TLG comments on 70% submittal, and gain concurrence as to how the documents will be revised as appropriate to incorporate TLG comments.

3.4 Deliverables (70% and 100%):

1. Complete Plans conforming to TLG Standard Drawings format [five (5) sets of D size (24"x36") and two (2) sets of B-size (11"x17") hard copies]. Electronic copies of plans shall also be made available to TLG in PDF format.
2. Draft Technical Specifications (70%) and Final (100%) [five (5) sets]. Specifications shall be prepared in MS Word and PDF formats.
3. 70% and 100% Estimates of Construction costs. Estimates shall be prepared in MS Excel and PDF formats. (Cost Estimator allowance provided in fee summary; if needed)
4. Miscellaneous Project information as requested.

3.5 Submit for TLG issuance of 100% permit plan set (no fee by TLG) to the TLG Building Department. Plans shall reflect compliance with all applicable codes and requirements. All changes from the Building Department permit plan review shall be reflected in 100% Construction Documents and will be used for bidding purposes.

TASK 4 - CONSTRUCTION MANAGEMENT AND OTHER SERVICES ("as needed" – ALLOWANCE):

4.0 General Items (relating to this Task):

- SCHEDULE - Estimated Task time frame TBD.
- Engineering Consultants' Scope: See also the attached/included CHA's Engineering Consultants fee proposals for their scope/fees for this Task. If any or referencing hourly per Schedule of Charges (SOC).
- Assisting the TLG in providing information beyond standard support of developed design documents on an as needed basis, and billed on an hourly basis up to \$5,000 of work per SOC. See Cost Proposal Format "Attachment D" and fee breakdowns below, which note A/E team combined use of \$5,000.
- This Task is separated in the fee matrix as an allowance since it is noted in the proposal, "as needed."

4.1 Assist TLG with preparing exhibits for addenda as necessary

4.2 Preparation of design details to respond to unforeseen field conditions

4.3 Submittal Reviews

4.4 RFI responses outside of standard support needed for clarification of the permitted design documents

4.5 Other services as identified by the TLG

TASK 5 - CONSTRUCTION ADMINISTRATION ("as needed" – ALLOWANCE):

5.0 General Items (relating to this Task):

- SCHEDULE - Estimated Task time to be up to (9) months. This estimate to be developed further through each prior Task completion for final scope of work and following contractor bid and schedule.
- Engineering Consultants' Scope: See also the attached/included CHA's Engineering Consultants fee proposals for their scope/fees for this Task, if any or referencing hourly per Schedule of Charges (SOC).
- This Task is separated in the fee matrix as an allowance since it is noted in the proposal, "as needed."
- This Task is noted differently between RFP pages 7 thru 9 Task summary and "Attachment D", so we are following "Attachment D," noting (6) tasks, which incorporate CA services
- SITE VISITS – Up to (9) site visits, up to (1) hour each and once a month, to observe ongoing work.
- Assume weekly OAC meeting conference calls with TLG, up to a maximum duration of 30 minutes each.
- Address RFI's and review Submittals (request submittal log at construction kick-off)
- Communication with TLG or Contractor's Fire Alarm and Fire Sprinkler design-build efforts, as needed.
- PHASING – This Task will likely have construction and occupancy in multiple phases through (1) permit document package.

- 1) **Phase 1** – Complete Demo of the existing engineering building storage area and construct a new interior office space, infilling the roll up doors with storefronts to move-in the adjacent office TLG engineering staff occupants. TLG will be responsible for a temporary storage location for all the displaced FF&E and such to be removed prior to start of demolition.
- 2) **Phase 2** – Demo adjacent existing engineering staff office space where occupants were moved from and construct a new interior office space to house the TLG Maintenance Staff that are being moved out of the existing portable building to be demolished. Retain existing public entry.
- 3) **Phase 3** – Demo existing portable building and remove existing shipping containers. Construct a new basic steel storage building, approximately 90 ft long by 60 ft wide by 20 ft high (5400 sf +/-) (Pre-fab if cost effective) on slab on grade and re-attach displaced antenna. Once complete, this new building will house the Police Department evidence storage as well as a separate storage area to support the displaced TLG maintenance storage items and misc general storage needs. TLG will be responsible for temporary storage of any equipment, materials, furniture, police evidence, etc....that will need to be removed prior to demolition.

TASK 6 - RECORD DRAWINGS AND PROJECT CLOSEOUT:

6.0 General Items (relating to this Task):

- Schedule - Estimated Task time frame up to (2) weeks.
- Engineering Consultants' Scope: See also the attached/included CHA's Engineering Consultants fee proposals for their scope/fees for this Task.

6.1 At completion of Project and with no reimburseable compensation, provide TLG with one set of Record Drawings (24" x 36") that reflect the changes to the work during construction based upon any issued ASI's or other documents issued by the Architect/Engineers and upon marked up prints, drawings, and other data furnished by the Contractor and TLG in a timely and legible manner. Any additional sheets added to the plans shall be properly numbered, properly referenced on other affected drawings and included in the drawing index. Also provide TLG with a complete hard copy set of Record Drawings and one soft copy in AutoCAD and PDF formats. CHA and Consulting engineers, at our own expense, may prepare and retain a copy of each drawing for our permanent file.

6.2 Deliverables:

- Submit a punchlist during final the site visit to submit to Contractor and TLG to correct or accept.
- Record Drawings in PDF format and AutoCAD format sent through downloadable link / media.
- Record Drawings (24" x 36") produced on good quality bond (minimum 20-lb weight paper).

ASSUMPTIONS:

- This proposal and attached consulting engineer proposals cover Task 1, 2, 3, and 6 services. Task 4 and 5 services are noted separately in this proposal as fee allowances since the RFP references these Tasks to be delivered "as needed."
- Project Scope developed from TLG RFP, plans & addendum 1 + 2 responses from the TLG, phone & email responses, as well as a scoping site visit, & as identified above & within this proposal.
- Existing dry utilities can be used to support the new steel building and existing power at the project sites will be able to support all existing and proposed project needs. Proposed equipment supporting infrastructure & distribution systems are assumed to have adequate capacity to support scope of work outlined within this proposal. Existing building structure will be adequate to support project scope components/equipment proposed loads with no additional required strengthening of existing building structure.
- Accessible compliance will be addressed only within areas of work. It is assumed existing adjacent site and existing adjacent buildings and spaces are compliant or will not need to be upgraded or meet current accessible compliance and not need to meet current accessible and life-safety egress code compliance, under the current California Building Code and with any current local Regulatory Agencies' code/requirements, and Federal ADA regulations.
- The TLG noted in addendum 1 that they will assist CHA in preparation and documentation for permit issuance through an expedited review or OTC review / approval.
- Change in scope, changes in assumed schedule (noted above), and/or any unforeseen conditions may result in an add service. Reimburseables have not been included & value can be discussed.
- See Included Engineer proposals for their noted assumptions

EXCLUSIONS (can be provided as an additional service and billed to current Schedule of Charges (SOC))

- All engineering & other consultant services other than noted in this proposal & not noted within fee table below.
- Changes to TLG RFP scope (Exhibit A), including any changes to FC/Owner provided supplemental documentation (Exhibit B and other email noted information).
- Revisions to CHA's design resulting in changes by Owner, Owner's vendor(s), and/or Contractor after 100% plan completion. Additional round(s) of comments/revisions following completion of first round of revisions for 35% and 70% plan issuance.

- Toilet Rooms in new building. HVAC Conditioned space for new building engineering storage space.
- PV/Solar design or EV charging stations
- ADA/accessibility upgrades outside project area.
- BIM/REVIT, 3D presentation & Modelling
- Services: Testing/Inspection, Commissioning, Vibration/Acoustic, Value Engineering, LEED Certification, IT/AV/Security Systems and Design, Move-in/Support, asbestos/hazmat assessment and abatement, Furniture Design, Fire Sprinkler and Fire Alarm design, signage, Panel reads, CASP & Accessibility/ADA compliance & other interpretation services.
- Changes to Design and Construction Documents after TLG initial review approval or to Town Permit Documents unless otherwise noted.
- Any required plan and documentation submittals to/for and coordination with regulatory agencies other than Town of Los Gatos.
- All regulatory/jurisdictional processing & permit fees, testing/inspection fees & other services.
- See included Engineer proposals for their noted exclusions.

FEES AND ALLOWANCES (SECTION A + B): CHA and Consulting Engineer fees for proposal noted services:

A) Fees (NTE) for Professional Services (per RFP and as referenced in Attachment D)

Task(s) not noted in this "Section A" are either not applicable or noted as part of "Section B" allowance:

Discipline / Firm	TASK	\$ Amount
ARCHITECTURAL Cuschieri Horton Architects (CHA)	TASK 1	4,980
	TASK 2	18,750
	TASK 3a	30,100
	TASK 3b	14,210
	TASK 6	3,750
	SUBTOTAL	71,790
CIVIL Sandis	TASK 2	14,175
	TASK 3a	8,232
	TASK 3b	5,488
	TASK 6	1,000
	SUBTOTAL	28,895
STRUCTURAL Base Design	TASK 2	510
	TASK 3a	1,700
	TASK 3b	510
	TASK 6	170
	SUBTOTAL	2,890
MEP ACIES ENGINEERING	TASK 1	1,800
	TASK 2	2,500
	TASK 3a	6,500
	TASK 3b	3,000
	TASK 6	1,800
	SUBTOTAL	15,600
TOTAL (A)		119,175



CHA # 201832 / 06-01-18
TLG Engineering Building Tenant Improvements
COST PROPOSAL SUPPLEMENT - CHA Design Team

B) Fee Allowances - ("as needed" per RFP)

Task 4 & 5 allowances (not included in "Section A" fees)

Discipline / Firm	TASK	\$ Amount
ARCHITECTURAL	TASK 4	*5,000
Cuschieri Horton Architects (CHA)	TASK 5	21,600
	SUBTOTAL	26,600
CIVIL	TASK 4	*hourly(+)
Sandis	TASK 5	3,430
	SUBTOTAL	3,430+
STRUCTURAL	TASK 4	*hourly(+)
Base Design	TASK 5	510
	SUBTOTAL	510+
MEP	TASK 4	*hourly(+)
ACIES Engineering	TASK 5	5,000
	SUBTOTAL	5,000+
	TOTAL (B)	35,540

Reimbursables..... ALL TASKS ---
(not included in Attachment D -
sum to be discussed, if allowed)

We propose the following CHA key staff for this project (with the following 2018 billing rates):

Project Manager - Dan Cuschieri, AIA, Architect (Hourly rate: \$170/hr.)
Senior Designer - Ray Bollsay (Hourly rate: \$150/hr.)
Job Captain/Designer - Sanobar Girap or Other (Hourly rate: \$135/hr.)
CAD Drafter - Other (Hourly rate: \$115/hr.)

AGREEMENT FOR SERVICES:

Above noted services will be provided in accordance with the standard AIA agreement, to be provided by CHA. If the TLG has their own agreement, please provide to CHA for review and execution. CHA will proceed with these services following distribution, review and our receipt of TLG signed approval (next page) followed by an executed Agreement between CHA and TLG, issued for these services. Services outside this proposed scope of work will be billed hourly per CHA and CHA's engineering consultant's current schedule of charges, following Owner approval of such additional work. We will provide CHA's latest Certificate of Insurance (COI) and tax paperwork (W-9) upon TLG's request.

Thank you again for this opportunity to propose our services for this project and we look forward to the opportunity for an interview as well as potentially being awarded the project to work with the TLG staff. If you have any questions or comments, please feel free to contact me directly.

Sincerely,
Dan Cuschieri, AIA, Principal (408-375-2365 cell)
Cuschieri Horton Architects



CHA # 201832 / 06-01-18
TLG Engineering Building Tenant Improvements
COST PROPOSAL SUPPLEMENT - CHA Design Team

By signing below, you have acknowledged acceptance of the terms, fees, and conditions of this proposal letter, and authorize Cuschieri Horton Architects to proceed with the proposed services following an executed agreement
(Please email signed/executed color copy to CHA)

Date _____

Signature of Town of Los Gatos Representative (s) _____

Full Name of Town of Los Gatos Representative(s) _____

CC: Tony Cuschieri (CHA), Kristi Pearce-Percy (CHA).

CHA SCHEDULE OF CHARGES (SOC)

Effective: January 01, 2018

CHA PERSONNEL/ STAFF RATES:

(Per Hour)

Project Director	\$ 190
Project Manager	\$ 170
Project Architect / Senior Designer	\$ 150
Job Captain / Designer	\$ 135
CAD Drafter	\$ 115

EXPERT WITNESS TESTIMONY: Charged at a minimum of 8 hours at \$500.00/hour.

ADDITIONAL INFORMATION: In the absence of specific arrangements to the contrary, monthly statements will be submitted for services completed in the previous month. Payments are required to be made promptly. Unpaid accounts exceeding 30 days after the original invoice, without prior approval, will be charged a 1.5% per month, late payment service charge.

Personnel Charges and Rates noted above are subject to change annually.



SANDIS

CIVIL ENGINEERS
SURVEYORS
PLANNERS

Revised May 23, 2018

May 22, 2018

Project No. 218290

Dan Cuschieri
Cuschieri Horton Architects
1475 S. Bascom Avenue Suite 204
Campbell, California 95008
T: 408.371.8200 x115
E: dan@charch.com

**RE: LOS GATOS ENGINEERING BUILDING TI
LOS GATOS, CA**

Dear Dan,

We are pleased to submit our revised proposal to provide surveying and engineering services for the above referenced project. Our proposal is based your email and attachments of March 19, 2018 and our follow up email correspondence.

PROJECT UNDERSTANDING: Civil engineering services to support tenant improvements in one building and replacement of a separate storage building. Efficient and cost conscience design that aids in overall project cost controls as well as maximizing the budget effectiveness. Where possible, offer enhancements as an option for the client to review.

We propose to provide the following scope of services:

SURVEYING SERVICES

TOPOGRAPHIC SURVEY – TASK 2

\$6,340

- See attached Exhibit "A" for the approximate Limit of Work.
- Provide field and office work to produce a survey at a scale of 1" = 20'. This survey will show planimetric and elevation data for pavement, parking area, building corners, sidewalk, ramps, building points of ingress/egress and visible utility information within the project area. Mechanical utility location is not included in this proposal but can be provided for an additional fee.
- Spot elevations collected by ground surveys, including finish floor elevations, will be shown to an accuracy of 0.01' (one hundredth) of a foot.

ENGINEERING SERVICES

SCHEMATIC DESIGN - TASK 2

\$7,835

- Attend one (1) design meeting to discuss site/civil related issues. All other project coordination is assumed to be done via phone and email or other web-based project coordination platforms.
- Prepare civil related schematic design documents for CHA limited to:
 - Demolition plan
 - Grading and utility plan
 - Schematic cost estimate

1700 S. Winchester Boulevard | Campbell, CA 95008 | P. 408.636.0900 | www.sandis.net

Revised May 31, 2018

May 22, 2018

Dan Cuschieri

Cuschieri Horton Architects

Project No. 218290

Page 2

- Attend one (1) coordination meeting with each of the following agencies to coordinate design expectations, particulars of the design or non-standard concepts being proposed:
 - Town of Los Gatos
- Issue schematic civil plans to Cuschieri Horton in electronic format for internal review

CONSTRUCTION DOCUMENTS

TASK 3A: \$8,232

TASK 3B: \$5,488

- Attend one (1) design meeting to discuss site/civil related issues. All other project coordination is assumed to be done via phone and email.
- Prepare civil related construction documents for CHA limited to:
 - Civil cover sheet and notes
 - Topographic survey
 - Grading, drainage and Utility plan
 - Construction details
 - Technical specifications (may be sheet specifications)
 - Site work cost estimate
- Coordinate our work with the architect and other design team consultants.
- Attend one (1) coordination meeting with Town of Los Gatos to coordinate design expectations, particulars of the design or non-standard concepts being proposed.
- Issue construction document civil documents to Cuschieri Horton in electronic format, assumes that submittals will be issued in no more than two (2) submittals; 50% and 100% for permit review/approval.
- It is assumed that construction documents will be done as one (1) package or phase. Separate packages, submittals or phases will be done as additional service.

PERMIT

TASK 5: \$3,430

TASK 6: \$1,000

- Submit plans to Town of Los Gatos for permit.

ADDITIONAL SERVICES (not included in proposal, but can be provided upon request)

The additional services/design items that we think are possible for this project include project phasing, landscape enhancements, site planning (site vehicular circulation), and master planning of storm water management and pollution controls. While some of these items may be beyond the scope and budget for this project, this project affords the opportunity to discuss and conceptualize betterments for the future.



SANDIS

CIVIL ENGINEERS
SURVEYORS
PLANNERS

Revised May 31, 2018

May 22, 2018

Dan Cuschieri

Cuschieri Horton Architects

Project No. 218290

Page 3

SCOPE OF WORK ASSUMPTIONS

- It is assumed that the project will be designed in no more than two (2) phase.
- It is assumed that the following will be designed and detailed by other consultants unless specifically listed in the above proposal: site lighting, telecom, electric, gas, structural design of retaining walls, irrigation design, landscape, and design for subdrains or for drainage in areas below, inside or on top of any existing or proposed structures.
- We assume that our plans will be constructed in accordance with industry standards, utilizing a licensed land surveyor for construction layout and staking.
- The scope of work does not include the design of any offsite improvements, or capacity studies for utilities or street work other than what is specifically stated in the above and in the Project RFP.
- Our work will be performed using AutoCAD Version 2017, MS Office 365, and Blue Beam Revu 2016.
- The above services will be provided under the assumption that boundary corners or other suitable horizontal control has been established for this project and is available for our use.

TERMS AND CONDITIONS

- Our services will be provided in a manner consistent with the degree and skill ordinarily exercised by a member of the civil engineering and survey profession practicing in the State of California.
- All reports, plans, specifications, field data, notes and other documents (either electronic or hardcopy) prepared by our office as instruments of service shall remain the property of SANDIS.
- The client acknowledges the instruments of service of SANDIS shall become the property of the client when the documents are complete and when compensation for services is paid in full. The client is prohibited from making any alterations to the instruments of service without the written consent of SANDIS.
- Neither SANDIS nor the client shall be liable to the other for consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the client, SANDIS, their employees, agents, subconsultants or vendors.
- The scope of work included in the proposal is limited to the specific scope included and specified only. Any exclusions listed are for clarity only and do not represent a complete list of exclusions to the scope. Any additional scope proposed or done other than that listed in the proposal as included shall be done as an additional service.
- Agency review and recordation fees will not be paid by SANDIS and are not included in this proposal.



SANDIS

CIVIL ENGINEERS
SURVEYORS
PLANNERS

Revised May 31, 2018

May 22, 2018

Dan Cuschieri

Cuschieri Horton Architects

Project No. 218290

Page 4

- This proposal is firm for thirty (30) days from the date of this letter.

Our services will be provided for the amounts listed above and will be performed under the master services agreement provided by CHA. Should a master services agreement not be provided, SANDIS will provide the provisions of the agreement for professional surveying and engineering services.

Pursuant to state law, no work can proceed on this project without written acceptance. Please return one signed copy of this proposal and one signed copy of the master services agreement to our office as our authorization to proceed.

Regards,

SANDIS

Jeffrey M. Setera, P.E.
Vice President

Approved

CUSCHIERI HORTON ARCHITECTS

By: _____

Title: _____

Date: _____

Attachments: Exhibit "A" Survey Limits
Standard Hourly Rates

SANDIS STANDARD HOURLY CHARGE RATES

Enforced: September 1, 2017 through August 31, 2018

ENGINEERING SERVICES / QSD & QSP SERVICES

Hourly Rate

Project Specialist/Clerical		\$90.00
Computer/Field/Engineer Technician	Level I	\$95.00
	Level II	\$105.00
	Level III	\$110.00
Sr. Engineer Technician		\$130.00
Design Engineer	Level I	\$100.00
	Level II	\$110.00
	Level III	\$115.00
Project Engineer/Traffic Engineer	Level I	\$120.00
	Level II	\$135.00
	Level III	\$150.00
Engineering Project Manager Level 1		\$175.00
Engineering Project Manager Level 2		\$200.00
Associate Principal/Senior Project Manager/Senior Traffic Engineer		\$225.00
Principal		\$350.00
Forensic Review/Analysis/Claim Support		\$250.00

SURVEYING SERVICES / HIGH DEFINITION SCANNING/ 3-D MODELING SERVICES

Computer/Surveying/Scanning Technician	Level I	\$95.00
	Level II	\$105.00
	Level III/Steel Draft Person	\$110.00
Project Surveyor/Scanning Specialist	Level I	\$120.00
	Level II	\$135.00
	Level III/Steel Draft Person	\$150.00
Steel Office Support (LSIT)		\$175.00
Survey Manager Level 1 / Steel Office Support (PLS)		\$175.00
Survey Project Manager Level 2		\$200.00
Senior Field Survey Supervisor/AtSC, Steel Supervisor		\$225.00
Senior Survey Manager		\$225.00
1-Person Survey Crew		\$215.00
2-Person Survey Crew		\$295.00
2-Person Survey Crew for Structural Steel Surveys		\$295.00
2-Person Survey Crew with Apprentice		\$355.00
3-Person Survey Crew		\$370.00

REIMBURSABLE COSTS: Printing, monuments, materials, outside services and consultants, courier/delivery services, express/overnight mail, travel/per diem, agency fees advanced, etc., at cost plus 10%.

OVERTIME: All overtime charges are invoiced on the basis of one and one-half times the above rates. Double time invoiced at two times above rates.

ESCALATION: Escalation for future years shall be at a minimum of 3.5% increase per year.

Sandis at its sole discretion may utilize its subsidiaries (BSI) to perform the services presented in this proposal. Bryant Survey Inc.

Via Email:

May 23, 2018

Dan Cuschieri
Cuschieri Horton Architects
1475 S. Bascom Avenue, Suite 204
Campbell, CA
95008

RE: Town of Los Gatos Engineering Building Tenant Improvement
BASE Design Project No. P18174

Dear Mr. Cuschieri,

BASE Design (Structural Consultant) is pleased to submit this proposal to you (the Client) to provide structural engineering services for the Town of Los Gatos Engineering Building Tenant Improvement project in Los Gatos, CA. Our scope of services is based on your email sent May 21, 2018 and the attachments within.

I. DESCRIPTION OF THE PROJECT

The Town of Los Gatos is planning a tenant improvement of their existing engineering building located at their service yard at 41 Miles Avenue in Los Gatos, CA. The existing engineering building is a single-story concrete block wall with a wood-framed roof. Currently, one portion of it has been built out while the other portion is used as storage. The tenant improvements will involve converting the existing storage area into office space and converting the office space currently used by the engineering staff into office space used by the maintenance staff.

As part of these tenant improvements, an existing portable building located in the service yard will be demolished. In its place, a new, prefabricated steel building will be erected, and it will house general storage (items currently stored in the engineering building will be relocated here) and police evidence storage.

II. SCOPE OF SERVICES

Our structural consulting services will consist of the following.

- A. Visit the site to observe the existing engineering building and review any available as-built drawings of the existing engineering building.
- B. Prepare structural drawings as required for the tenant improvement of the engineering building.
- C. Prepare structural drawings for the foundations supporting the prefabricated steel building housing general storage and police evidence storage.
- D. Prepare structural calculations for the tenant improvement of the engineering building as required.

May 23, 2018

- E. Prepare structural calculations for the foundations supporting the prefabricated steel building.
- F. Provide mark ups of structural details provided on the architectural and MEP drawings for the tenant improvements of the engineering building and for the prefabricated steel building.
- G. Assist in responding to structural plan check comments.
- H. Provide support during construction of the work as required, including one site visit.

III. FEES

- A. We propose to provide the scope of services described above at the hourly rates listed below, not to exceed **\$3,400 (Three Thousand Four Hundred Dollars)**.

<u>Position</u>	<u>Hourly Rate</u>
Principal	\$140
Staff Engineer	\$110
Drafter/BIM Modeler	\$60

- A. BASE Design invoices will be as set forth below:

Data Collection and Review	15%	\$510
70% Construction Documents	50%	\$1,700
100% Construction Documents	15%	\$510
Construction Administration	15%	\$510
Record Drawings and Project Close Out	5%	\$170

- B. Payment
 - 1. BASE Design will bill on a monthly basis for services rendered.
 - 2. Payments will be due from the Client to BASE Design within 30 days of the invoice date.

IV. CLIENT RESPONSIBILITY

The Client will:

- A. Provide BASE Design with structural drawings and calculations for the prefabricated steel structure.
- B. Provide BASE Design with cutsheets for new equipment and non-structural components (such as racks, partitions, etc.) requiring seismic anchorage.
- C. Provide BASE Design with available as-built drawings for the existing engineering department building.
- D. Provide BASE Design with architectural and MEP drawings for the project.

May 23, 2018

- E. Provide access to the Project. Any site visits will be coordinated with you and/or the property owner.

It is understood that BASE Design has the right to rely on the accuracy and completeness of data and information furnished to BASE Design.

V. ASSUMPTIONS AND LIMITATIONS

- A. The temporary excavation systems and any other temporary system required for construction, including but not limited to shoring and underpinning, are not included in BASE Design's scope of services.
- B. It is assumed that a geotechnical report will not be provided for this project. The new foundations will be designed using allowable bearing pressures provided in the 2016 California Building Code.
- C. Testing and special inspections required during the construction of the project are not included in BASE Design's scope of services. It is assumed that a third-party testing and inspection agency will be retained by the owner.
- D. It is assumed that the tenant improvements of the existing engineering building will not trigger a seismic upgrade of this building. Local strengthening to support new loads imposed on the existing structure by the tenant improvement modifications will be included in our design.

VI. TERMS AND CONDITIONS

The following Standard Terms and Conditions apply:

- A. The services provided by BASE Design will be in accordance with the standards of professional skill and care ordinarily exercised by other design firms performing the same services, in the same locale, acting under similar circumstances and conditions ("Standard of Care"). Notwithstanding anything in this Agreement to the contrary and subject to below paragraphs, BASE Design shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by BASE Design. If BASE Design is considered to be liable jointly with any third parties, the portion of damages payable by BASE Design shall be limited to the portion of liability which is attributable to BASE Design's breach of the Standard of Care on a comparative fault basis. Client acknowledges that BASE Design's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including any contractor, subcontractor, vendor, or material supplier, against either the Client or BASE Design.
- B. BASE Design shall not be responsible for and shall not have control or charge of construction methods, means, sequences, techniques, or procedures, for safety precautions in connection with work or activities at the project (job) site, for the acts or omissions of any contractor, subcontractors or any other

May 23, 2018

persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings or other documents prepared by BASE Design.

- C. BASE Design shall have no responsibility for the presence, discovery, handling, removal or disposal of or exposure of persons to hazardous materials in any form in connection with the Project or related to "Scope of Services".
- D. It is expressly understood and agreed that, to the fullest extent permitted by law and notwithstanding any other provision of this Agreement, the aggregate total of BASE Design's liability (and the liability of its owners, directors, officers and employees, if any such liability otherwise exists) arising from any and all claims, suits, demands, damages, losses, judgments, payments, awards, and expenses relating to the Project, Services and/or this Agreement shall be limited to and in no event exceed three times the fee actually received by BASE Design for Services rendered on the project.
- E. Site visits for any purpose or the observation by BASE Design of any contractor's work are included in BASE Design's Scope of Services as described in the proposal unless specifically directed by the client not to be included. It is clearly understood and agreed that, the purpose of such observations is to become generally familiar with the progress and quality of the construction work designed by BASE Design or described in the drawings, specifications or other documents specifically identified in the Proposal. BASE Design shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work.

Thank you for considering BASE Design to be your Structural Consultant and for giving us the opportunity to submit this proposal. We look forward to working on this project with you. If the above is acceptable to you, please sign and return this agreement.

Very truly yours,

BASE Design:



Katy Briggs, SE 5732
Principal

ACCEPTED BY:

Dan Cuschieri
Cuschieri Horton Architects

BY:

DATE:

AUTHORIZATION FOR ENGINEERING SERVICES

CLIENT: Cuschieri Horton Architects **DATE:** 05-23-2018
 1475 S. Bascom Ave., Suite 204
 Campbell, CA 95008
 Tel: (408) 371-8200 x115

AUTHORIZED REPRESENTATIVE: Dan Cuschieri *dcuschieri@charch.com*

PROJECT: Los Gatos Engineering TI
 41 Miles Avenue
 Los Gatos, CA 95030

PROJECT NUMBER: 180541

DESCRIPTION OF SERVICES:

Mechanical, Electrical and Plumbing Engineering and Design assistance as it relates to the tenant improvements of the Town's Engineering Building and replacement of a small portable building that currently houses field crew and Police Evidence storage, both located at the Town's service yard in Los Gatos, CA. Currently the building is separated into two areas – one area contains the existing engineering department office cubicles, one unisex bathroom, plan/file storage area, conference room and entry counter. The second area contains an equipment storage area. The scope of work for the tenant improvement is to include relocating the existing engineering area to a new office area in the converted equipment/material storage location and changing the existing engineering area into an office for Town maintenance staff. At the location of the old portable building, the Town will place a new basic steel storage building. This building will be sectioned off into two areas. One area will be for general storage and the second area will be for police evidence storage that meets Police Department evidence storage specification.

Engineering Building TI:

- Staff Cubicles (size and layouts based on manufacturer specific dimensions)
- Hard wall offices and conference rooms
- Plan room, plotting, and document storage
- Reception
- Traffic signal control room
- Restroom facilities
- Privacy room
- Kitchenette
- Custodial storage
- Noise absorption materials
- HVAC and Plumbing upgrades to support TI work
- Interior finishes including t-bar ceiling, lighting, wall, and flooring
- Electrical distribution from the existing 225amp service (if needed service upgrade for the building is included)
- IT distribution (substructures only, no low voltage system design is included)
- Replacement of existing roll up doors with glazing system

**ENGINEERING
SERVICE FEE:****Portable Replacement**

- Demolition and removal of existing Portable building
- Placement of new Steel Storage building
- Layout of storage areas and shelving
- HVAC for Police storage only, for the rest ventilation only
- New interior lighting throughout

<i>Task</i>	<i>Fee</i>
Task 1: Design Project Management and Coordination	\$1,800
Task 2: Data Collection and Review (35%)	\$2,500
Task 3A: 70% Construction Documents	\$6,500
Task 3B: 100% Construction Documents	\$3,000
Task 4: Construction Management and Other Services (as needed)	Hourly
Task 5: Construction Administration (as needed)	\$5,000
Task 6: Record Drawings and Project Close-Out	\$1,800
TOTAL (Not-To-Exceed)	\$20,600

**SCOPE OF
ADDITIONAL
SERVICES:**

Work performed beyond basic scope and involving rework or redesign beyond date of project submission for permit will be considered additional service. This includes but is not limited to changes to permit set prior to bid.

Additional services will not be performed unless requested by the Architect or Owner. Fees will be based upon billing rates in effect at the time services are performed.

Items considered Additional Services include:

- Contractor re-engineering
- Electrical service upgrade except for engineering building
- Design coordination meetings
- Electrical Short Circuit Current study
- Arc Flash Evaluation study
- Time-Current Coordination study performed using SKM software
- Acoustical engineering
- Structural engineering
- Kitchen design and food equipment selection
- All work associated with hazardous materials handling and abatement
- Management
- Revisions to Construction Documents: Preparation of revised Construction Documents due to revisions either generated by an architectural design change or unforeseen conditions, which could not have been reasonably discovered during the field survey or the preparation of Construction Documents.
- Energy Simulations: Computerized energy usage simulations required for energy compliance by performance approach, in evaluating cost of operating systems, or in the selection and comparison of two or more systems types.
- Evaluating Substitutions: Providing services in connection with

evaluating substitutions proposed by the Contractor(s) and making subsequent revisions to drawings, specifications and other documentation resulting there from.

- **Construction Change Orders:** Preparing and reviewing Change Orders for the Owner's approval and execution in accordance with the Contract Documents.
- **Attend Hearings:** At Owner's request, ACIES Engineering shall attend such federal, state, district and local hearings and meetings as necessary to assist Owner to obtain required permits, licenses and approvals.
- **Field Evaluation Services:** Prior to the commencement of design efforts, ACIES Engineering may be required to provide an evaluation of the potential Project site. Such evaluation shall identify base building systems that may affect the future design potential of the site. Items of review would typically include, but not be limited to, heating, ventilating, and air conditioning systems, electrical service, plumbing and waste systems, fire sprinkler mains, base building equipment and mains and any other existing conditions which would require relocation to accommodate the architectural design. ACIES Engineering will provide CAD documentation on block out floor plan of existing conditions and clearances, including photo references of existing conditions and areas of concern, bound and identified to match the field survey block out. ACIES Engineering will summarize findings and provide recommendations as to future potential of the space and all areas of concern that should be addressed prior to accepting location in a report, which shall be complete such that any engineer providing design services will require no additional site information.
- **Expert Witness:** Preparing to serve or serving as an expert witness in connection with any arbitration proceeding or legal proceeding, unless ACIES Engineering is legally required to attend such arbitration proceeding or legal proceeding.
- **Life safety system design services.** Design of smoke evacuation systems, interlock with Landlord's system if applicable.
- **Demolition Drawings.** No drawings will be provided for use in demolishing existing systems within or outside of the tenant space
- **Redesign** due to lack of information in the survey report or incorrect information in the survey report regardless of when the report is received.
- **Issuing more than one set of drawings for permit, other than responses to building department comments.**

REIMBURSABLE EXPENSES shall refer to those out-of-pocket costs, expenses, fees, or charges which ACIES incurs on the CLIENT's behalf. "Reimbursable Expenses" include but are not limited to:

- Production of drawings, calculations, etc.
- Travel expenses
- Shipping and postage
- All fees paid to local agencies or government offices on behalf of the CLIENT or the project.

Prevailing in-house reimbursable expense rates are as follows:

Item	Price
Reimbursement - Bond 11 x 17	\$0.75
Reimbursement - Bond 17 x 22	\$1.00
Reimbursement - Bond 18 x 24	\$1.00
Reimbursement - Bond 22 x 34	\$1.50
Reimbursement - Bond 24 x 22	\$1.00
Reimbursement - Bond 30 x 42	\$2.75
Reimbursement - Bond 36 x 24	\$2.50
Reimbursement - Bond 36 x 48	\$4.00
Reimbursement - Vellums	\$10.00
Reimbursement - Mileage	\$0.55/mile
Reimbursement - Acies Messenger	\$25.00
Reimbursement - Drawings Delivery	Varies
Reimbursement - Copies	\$0.10/sheet

PREVAILING HOURLY BILLING RATES:

Principal	\$230.00/hr
Associate	\$190.00/hr
Project Director	\$175.00/hr
Project Manager	\$150.00/hr
Project Engineer	\$130.00/hr
Designer	\$115.00/hr
REVIT / CAD Operator	\$120.00/hr
Administrator	\$85.00/hr

BILLING: ACIES shall submit invoices on a monthly basis, on or about the 25th of each month, for services performed to date based on the percent completed of the services indicated in this Agreement. A final invoice shall be issued when ACIES has completed the services under this Agreement. The net invoice amount shall be due and payable within thirty (30) calendar days of the invoice date. Past due accounts will be subject to a late payment charge of 18% APR compounded daily. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal amount. Payment of invoices is in no case subject to unilateral discounting or setoffs by CLIENT. No deductions shall be made from ACIES' compensation because of penalty, liquidated damages, or other sums withheld from payments to contractors.

LATE PAYMENTS: If undisputed invoiced amounts are unpaid after eighty (80) calendar days of the date of invoice, ACIES may at any time, without waiving any other claim against CLIENT and without thereby incurring any liability to CLIENT, suspend or terminate this Agreement, as provided in the "Dispute Resolution," "Project Suspension," "Attorneys' Fees" and "Termination" sections of this Agreement. If suspended, services shall remain suspended until all outstanding invoices have been paid in full by CLIENT.

DISPUTED AMOUNTS: If the CLIENT objects to any portion of an invoice, CLIENT shall notify ACIES of the dispute in writing, including the reason for the dispute, within fourteen (14) calendar days of the invoice date, and pay when due that portion of the invoice, if any, which is not in dispute.

PERFORMANCE OF SERVICES: ACIES hereby agrees to provide such services as are described in this Agreement in accordance with generally accepted Professional practices and standards for the locality in which the services are provided and for the intended use of the project at the time such services are performed. ACIES makes no other warranty, either expressed or implied.

CLIENT RESPONSIBILITIES: CLIENT shall provide complete, accurate, and timely information regarding its requirements for the project and shall designate by name a "Project Representative" authorized to act on its behalf. CLIENT shall examine documents or other instruments of service submitted by ACIES in a timely fashion and shall render any decisions necessary promptly in order to avoid unreasonable delay.

GOOD FAITH: In all matters pertaining to this Agreement, the parties shall deal with each other in fairness and good faith.

LIABILITY: ACIES has errors and omissions insurance coverage of \$1,000,000. ACIES shall only be responsible for the cost of change orders due to their negligent acts, errors, or omissions where the services performed are not in accordance with generally accepted professional practices and if they are not discovered in a timely manner during construction. Any value received by Owner for such change orders shall be deducted from any liability costs to ACIES and ACIES shall be given the opportunity to negotiate with the job contractors and/or other contractors of ACIES choice on any items that will result in liability cost to ACIES prior to the work proceeding. ACIES shall not be responsible for any costs that result from concealed conditions or any other conditions that are beyond their control or that they would not reasonably be expected to have considered as part of a normal design process. Any charges assessed to ACIES shall be reduced by the difference between fixed fee and the actual amount previously paid to ACIES. The total liability shall be limited to the amount of fee actually paid.

INDEMNIFICATION: CLIENT shall, to the fullest extent permitted by law, indemnify and hold harmless ACIES, its officers, directors, employees, agents, and consultants from all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributed to the sole negligence or willful misconduct of ACIES.

CERTIFICATIONS, GUARANTEES, AND WARRANTIES: ACIES shall not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence ACIES cannot ascertain.

HAZARDOUS MATERIALS: ACIES shall have no responsibility for the discovery, presence, handling, removal and disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

DISPUTE RESOLUTION: All claims, disputes and other matters in question between the parties to this Agreement, arising out of, or relating to, the Agreement or the breach thereof, shall be submitted to mediation under the auspices of a mutually agreed upon mediation service, experienced in the resolution of construction disputes, prior to initiation of any lawsuit or other litigation unless the parties mutually agree otherwise. The cost of said mediation shall be split equally between the parties. This agreement to mediate and any agreement to mediate with any additional person or persons duly consented to be the parties to this Agreement shall be specifically enforceable under the prevailing law of the jurisdiction in which this Agreement was signed.

ATTORNEYS' FEES: In any action to enforce this Agreement or arising from or related to this Agreement, except for mediation as provided elsewhere in this Section, the prevailing party shall be entitled to reasonable attorney's fees and costs.

PROJECT SUSPENSION: If the project is suspended for more than thirty (30) calendar days or abandoned in whole or in part, CLIENT shall pay ACIES for all services rendered to the date of project suspension, as well as all reimbursable expenses, including but not limited to reimbursable termination expenses resulting from such suspension or abandonment. If the project is resumed after being suspended, ACIES' compensation shall be subject to renegotiation.

TERMINATION: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure of the other party to perform in accordance with the terms of this Agreement. In the event of termination, CLIENT shall pay ACIES for all services rendered to the date of termination, as well as all reimbursable expenses, including but not limited to reimbursable termination expenses.

OWNERSHIP OF DOCUMENTS: Drawings, specifications, and any other instruments of service provided by ACIES shall remain the property of ACIES and shall not be used by CLIENT on any other project or for completion of this project by others without ACIES' prior written authorization.

ACCESS TO SITE: Unless otherwise stated, ACIES will have access to the site for any and all activities necessary for the performance of the services. ACIES will take precautions to minimize damage due to these activities; however, CLIENT hereby agrees that ACIES shall not be liable for any resulting damage nor for the cost of restoration of any resulting damage.

ENTIRE AGREEMENT: This Agreement constitutes the entire and only Agreement between the parties and all other prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by a written document signed by both parties.

HEADINGS and captions are for reference only.

SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the heirs and successors of each of the parties. Neither CLIENT nor ACIES shall assign or transfer its interests in this Agreement without the prior written consent of the other.

WAIVER: Failure of a party to enforce a right under this Agreement will not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved.

SEVERABILITY: In the event any provisions of this Agreement shall be held to be valid or unenforceable, all remaining provisions shall be valid and binding upon the parties.

CONSTRUCTION AND VENUE: This Agreement will be construed and enforced in accordance with the laws of the United States of America and of the state of California. Any action arising out of or related to this Agreement shall be brought in state or federal court, as appropriate, in Santa Clara County, California.

UNCONTROLLED CONDITIONS: Neither party shall hold the other responsible for damages or delay in performance caused by natural disasters, strikes, lockouts, accidents or other events or conditions beyond the other party's control.

EXECUTION: *In witness whereof, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated, the day and year first above written.*

SUBMITTED BY:
ACIES ENGINEERING



TOMISLAV GAJIC, PE
PRINCIPAL
DATE: MAY 23, 2018

APPROVED BY:

PRINT:
DATE:



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 3/2/2021

ITEM NO: 5

DATE: February 24, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Following Actions:
a. Adopt a Resolution Authorizing Applications for Grant Funds to the California Department of Resources Recycling and Recovery (CalRecycle) and
b. Authorize the Town Manager to Negotiate and Execute Future Grant Agreements with CalRecycle

RECOMMENDATION:

Staff recommends that the Town Council authorize the following actions:

- a. Adopt a resolution (Attachment 1) authorizing applications for grant funds to CalRecycle; and
- b. Authorize the Town Manager to negotiate and execute future grant agreements with CalRecycle.

BACKGROUND:

CalRecycle offers a recycled rubber grant program to eligible local agencies such as the Town of Los Gatos. The purpose of the grant is to promote markets for rubberized construction products with crumb rubber derived from waste tires. The program is designed to encourage first-time or limited users of rubberized pavement and other materials in several project solutions, especially related to pavement treatments.

In January 2021 CalRecycle issued the Notice of Funding Availability for Fiscal Year 2020-21, with a grant application deadline of February 22. This grant cycle offers a total of \$4,387,000 Statewide with a maximum award amount of \$250,000 per agency.

PREPARED BY: Ying Smith
Transportation and Mobility Manager

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

DISCUSSION:

The Town's Street Repair and Resurfacing Project (CIP No. 811-9901) is a recurring annual project for street maintenance and rehabilitation activities throughout the Town to enhance safety for all travel modes and maintain the roadway infrastructure. Earlier this year, the Town Council approved the Street List for the FY 2020/21 Street Repair and Resurfacing Project, approved the Plans and Specifications, and authorized advertising the project for bid. The focus of this year's project will be on preventive maintenance through rubberized cape seal, slurry seal, and crack seal treatments of project locations identified in the approved list.

This year's project includes approximately 115,000 square yards of rubberized cape seal, which is eligible under the CalRecycle grant program. Staff estimates that next year's Street Repair and Resurfacing Project will have a similar quantity of rubberized cape seal.

The grant's eligibility period is from March 2021 to April 2023, which aligns with two years of street repair and resurfacing work. Staff prepared a grant application seeking \$230,000 in this program to be used for construction of approximately 230,000 square yards of rubberized chip seal.

CONCLUSION:

Applications were due on February 22, 2021, with award recommendations anticipated in March. Staff submitted a contingent application for an amount of \$230,000, subject to Council authorization. The attached resolution authorizes submittal of applications to all CalRecycle grants for which the Town is eligible for up to five years.

COORDINATION:

This report was coordinated with CalRecycle staff.

FISCAL IMPACT:

There is no fiscal impact as a result of the recommended action. There are no local match fund requirements for the rubber chip seal grant. Staff will continue to seek grant opportunities that leverage local funds to the fullest extent possible.

ENVIRONMENTAL ASSESSMENT:

Submitting a grant application is not a project defined under CEQA, and no further action is required.

Attachment:

1. Town Council Resolution Authorizing Applications for all Eligible CalRecycle Grants

RESOLUTION 2021-

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS
AUTHORIZING APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH TOWN OF LOS
GATOS IS ELIGIBLE**

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the Town of Los Gatos authorizes the submittal of application(s) to CalRecycle for all grants for which Town of Los Gatos is eligible; and

BE IT FURTHER RESOLVED that the Town Manager, or his/her designee is hereby authorized and empowered to execute in the name of the Town of Los Gatos all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 2nd day of March 2021 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

ATTEST:

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

DATE: _____



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 3/02/2021

ITEM NO: 6

DATE: February 23, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Receive an Informational Report on the Mayor's Appointment to the Finance Commission

RECOMMENDATION:

Receive an informational report on the Mayor's appointment to the Finance Commission.

DISCUSSION:

On January 19, 2021, Council interviewed and appointed applicants to the Finance Commission. It was subsequently determined that the Mayor's appointee did not meet all the qualifications required by Measure A.

At the request of the Mayor, an additional outreach was done to solicit applications. Applications were due on February 19. The Mayor has reviewed the applications and expects to conclude interviews on February 26, 2021. She will notify the Clerk's Office of her decision and an Addendum or Desk Item will be provided once the information is received. The open term is for a partial 3-year position set to expire December 31, 2023.

FISCAL IMPACT:

There is no fiscal impact with the appointments to the Town's Boards, Committees, and Commissions.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. Ordinance 2314 Establish a Finance Commission

PREPARED BY: Shelley Neis
Town Clerk

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

ORDINANCE 2314

ORDINANCE OF THE PEOPLE OF THE TOWN OF LOS GATOS ADOPTING THE PROVISIONS OF AN INITIATIVE MEASURE ADDING ARTICLE V TO CHAPTER 2 AND AMENDING SECTION 25.60.140 OF THE TOWN CODE ESTABLISHING A TOWN FINANCE COMMISSION

WHEREAS, on November 3, 2020 the voters of the Town of Los Gatos approved Measure "A", an initiative Ordinance of the People of The Town of Los Gatos establishing a Town Finance Commission; and

WHEREAS, the results of the election were certified on December 8, 2020 and the Measure took effect immediately.

BE IT ORDAINED by the People of the Town of Los Gatos as follows:

Section 1. Title.

This measure shall be known and may be referred to as the "Town Finance Commission Initiative."

Section 2. Findings and Declarations.

WHEREAS, the Town's financial well-being is essential to ensuring that the Town can effectively provide services and fund all liabilities; and

WHEREAS, many residents of the Town possess substantial financial management experience and are eager to serve their community; and

WHEREAS, a Finance Commission consisting of qualified Town residents can help ensure the financial well-being of the Town and promote greater public understanding of Town financial matters; and

WHEREAS, a Finance Commission can increase citizen participation in Town governance and encourage greater resident engagement in Town financial decisions; and

WHEREAS, the People of Los Gatos wish to establish a Finance Commission to assist the Town Council in ensuring the financial well-being of the Town; and

WHEREAS, the People of Los Gatos do not wish to interfere with the budgetary authority or processes of the Town Council, but instead believe a Finance Commission can function as an advisory body and provide important guidance to the Town Council in carrying out its budgetary duties and establishing the Town's fiscal policies and priorities.

ATTACHMENT 1

NOW, THEREFORE, the People of the Town of Los Gatos do hereby amend the Los Gatos Town Code as follows:

Section 3. Amendment to the Los Gatos Town Code.

(New language is indicated by underlining, and
deleted language is indicated by ~~striketrough~~.)

1) A new Division is added to Article V of Chapter 2 of the Los Gatos Town Code to read in its entirety as follows:

Division 3. -Finance Commission.

Sec. 2.50.200. - Finance Commission established.

- (a) The Finance Commission shall be established to serve in an advisory capacity to the Town Council by reviewing Town finances, including but not limited to the annual budget, Comprehensive Annual Financial Report, and capital expenditures, and making recommendations about the Town's financial, budgetary and investment matters and operations related thereto to the Town Council and any other Town department, agency, committee, commission or other body as the Town Council directs.
- (b) The Council Finance Committee is disbanded.
- (c) The Sales Tax Oversight Committee established by section 25.60.140 of the Town Code is disbanded and all powers and duties of that Committee are transferred to the Finance Commission.

Sec. 2.50.205. - Composition, appointment, terms.

- (a) The Finance Commission shall consist of five (5) voting citizen members ("Citizen Appointees") and two (2) non-voting Council Liaisons.
- (b) Council Liaisons.
 - (1) The Town Council shall appoint two Town Council members as non-voting Council Liaisons.
 - (2) The Council Liaisons shall serve on the Finance Commission until replaced by the Town Council but shall not serve beyond their terms on the Town Council.
 - (3) One Council Liaison shall be the Mayor or Vice-Mayor of the Town.
- (c) Citizen Appointees.

- (1) Except with respect to initial appointments as provided for in section 2.50.25(c)(5), each member of the Town Council shall appoint one Citizen Appointee, upon expiration of terms described in section 2.50.205(c)(4).
- (2) Citizen Appointees must be residents and registered voters of the Town.
- (3) No member of the Town Council may serve as a Citizen Appointee.
- (4) Citizen Appointees shall serve four-year terms, which shall expire on a staggered basis such that every year one term shall expire, except that once every four years, two terms shall expire. The term of each Citizen Appointee shall commence on the first day of January (or as soon as practicable after the effective date of this Division for initial Citizen Appointees) and shall expire on the thirty-first day of the fourth successive December.
- (5) As soon as practicable after the effective date of this Division, the initial appointment of the first Citizen Appointees shall be carried out as follows: Town Council members shall draw lots to determine the order of expiration for the terms of the first five Citizen Appointees such that one Citizen Appointee's term shall expire each year for four years after the effective date of this Division, and one additional Citizen Appointee's term shall expire in the fourth year after the effective date of this Division. Following the expiration of each of the first five Citizen Appointees' terms, a Citizen Appointee shall be appointed to serve a four-year term.
- (6) Citizen Appointees must be certified public accountants, chartered financial analysts, or have a business, finance, economics or accounting degree, and must have at least five years of experience in at least one of the following:
 - (A) Financial experience in a corporate, business, or government setting;
 - (B) Principal or officer at a financial auditing firm;
 - (C) Investment banking; or
 - (D) Finance or budget management.
- (7) Should a Citizen Appointee resign or otherwise leave office prior to the end of his or her term, the appointing Town Council member for that Citizen Appointee shall, as soon as practicable, appoint a new Citizen Appointee to serve the remainder of the term.
- (d) Section 2.40.030 of the Town Code shall not apply to the Finance Commission.
- (e) Administrative support for the Finance Commission shall be provided by the Town Manager, the Director of Finance and by other Town staff as necessary.

Sec. 2.50.210. -Meetings and Records.

- (a) The Finance Commission shall hold at least one meeting per calendar quarter.
- (b) Meetings shall be held as required by the business needs of the Finance Commission in the Town Council chamber in the Town Hall or such other locations as allowed by the Ralph M. Brown Act, at a time that is convenient for the Finance Commission and the public to encourage public participation.
- (c) Meetings shall be subject to the Ralph M. Brown Act.
- (d) Nothing in this Division shall be construed as excluding any documents from the California Public Records Act.

Sec. 2.50.215. - Chair.

- (a) The Finance Commission shall appoint and prescribe the term of office for its Chair.
- (b) The Chair must be a Citizen Appointee.
- (c) All Finance Commission meetings shall be called by the Chair.
- (d) The Chair shall set all Finance Commission meeting agendas.

Sec. 2.50.220. - Quorum.

A majority of the Citizen Appointees of the Finance Commission shall constitute a quorum. Except as otherwise prescribed by ordinance or State law, a vote by a majority of a quorum shall be sufficient to transact business.

Sec. 2.50.225. - Duties.

- (a) The Finance Commission shall:
 - (1) Serve as an on-going, substantive and expert advisory body to the Town and Town Council so that the Town and Town Council can make informed decisions about the Town's financial, budgetary and investment matters and operations related thereto.
 - (2) Review the Town Manager's annual proposed budget prepared in accordance with section 2.30.295(6) of the Town Code. and provide written comments and recommendations to the Town Council.
- (A) The Finance Commission's comments and recommendations shall include a recommendation about whether the Town Council should approve or disapprove the proposed budget. The Finance Commission may make a recommendation of

approval of the budget conditional upon the Town Council's acceptance of me or more of the Finance Commission's recommendations.

(B) The Town Manager must provide a proposed budget to the Finance Commission at least twenty (20) business days before the first meeting at which the proposed budget is considered by the Town Council.

(3) Review the Town Manager's draft Comprehensive Annual Financial Report (CAFR) for the preceding fiscal year and provide written comments and recommendations to the Town Manager.

(A) The Town Manager shall respond in writing to the Finance Commission providing his or her rationale for accepting or rejecting each of the Finance Commission's comments and recommendations prior to presenting the CAFR to the Town Council for formal consideration.

(B) The Town Manager may not present the CAFR to the Town Council for formal consideration unless or until he or she considers and responds in writing to all of the Finance Commission's comments and recommendations.

(4) Review the Director of Finance's summary of the Town's financial report required by section 53891 of the California Government Code and prepared in accordance with section 2.50.010(c) of the Town Code. and provide written comments and recommendations to the Director of Finance prior to the publishing of the summary of the report.

(5) Review the financial policies and procedures manual developed in accordance with section 2.50.010(f) of the Town Code and provide written comments and recommendations to the Director of Finance.

(6) Prior to the Town's expenditure of any revenues from the tax authorized by sections 25.60.010 et seq. of the Town Code, review the proposed expenditures and advise the Town Council on whether such expenditures meet the Town Council's objectives for that tax:

(A) Maintaining and enhancing neighborhood police patrols and local crime prevention programs;

(B) Improving traffic flow to reduce congestion;

(C) Repairing potholes and maintaining the Town's streets, roads, and sidewalks; and

(D) Maintaining the Town's long-term financial stability.

(7) Issue an annual public report of the expenditures and appropriations of sales tax revenues approved by the Town Council during each fiscal year.

(8) Make recommendations to the Town Council about policies and programs:

(A) To maximize the Town's revenues consistent with existing taxation structures and inter-governmental funding opportunities;

(B) To maximize fee generation consistent with market rate charges for Town-provided services and market rate fees for utilization of Town-owned assets;

(C) To minimize the City's cost to provide core services and required activities. Consistent with the desired service level for residents and other internal and external customers;

(D) To set funding goals for reserves. and review on-going progress related thereto;

(E) To assess the risk associated with the structure and documentation of any proposed debt financing;

(F) To fund the Town's long-term compensation and benefit program liabilities in the most responsible and cost-effective way; and

(G) To monitor investment performance and make recommendations related to the Town's investment policy and performance.

(9) Provide written comments and recommendations regarding the selection of auditors for the CAFR.

(10) Participate in pre-audit meetings with auditors. provided that the Finance Commission shall not participate in those portions of any meetings which pertain to confidential employment or attorney- client privileged matters.

(11) Review and monitor any events or issues which may affect the financial status of the Town.

(b) The duties of the Finance Commission shall not be altered, abridged or abrogated in any way by any body except by a vote of the majority of the voters of the Town.

(c) The Town Council shall make changes to the budgetary and all other Town processes and calendars as necessary to allow for consideration of the comments and recommendations of the Finance Commission outlined herein.

Sec. 2.50.230. - Conflicting Provisions.

Should any provision of this Division be found to conflict with the Los Gatos Town Code, this Division shall prevail, consistent with the purposes of the Finance Commission as set forth herein.

2) Section 25.60.140 of the Los Gatos Town Code is hereby amended as follows:

Sec. 25.60.140. - Citizens' oversight and annual audit.

(a) ~~There shall be a committee appointed by the Town Council to~~ The Finance Commission established by sections 2.50.200 et seq. of the Town Code shall review and report on the receipt of revenue and expenditure of funds from the tax authorized by this chapter ("revenues and expenditures"). ~~The number, qualifications and duties of Committee members shall be established by ordinance or resolution of the Town Council.~~

(b) Beginning with the fiscal year that ends June 30, 2019, the Town's independent auditors shall, as part of their annual audit of the Town's financial statements, review the collection and expenditure of revenue from the tax authorized by this chapter. The auditors' review shall be a public document. The Finance Commission ~~committee~~ shall annually review the auditors' findings and report in writing to the Town Council regarding the auditors' findings regarding the revenues and expenditures. The Finance Commission's ~~committee's~~ statement shall be transmitted to the Town Council for consideration at a public meeting.

~~(c) — By January 31, 2019, the Town Council shall adopt a resolution establishing the composition of the committee and further defining its responsibilities consistently with this section. Provisions defining the scope of committee responsibilities and reporting requirements shall address bond oversight, in the event that a decision is made at a later time to sell bonds that are in part backed by the revenues referenced in this section. Town Council shall appoint the initial members of the committee no later March 1, 2019.~~

Section 4. Earliest Possible Election.

The People of Los Gatos hereby expressly request that, if not adopted by the Town Council, this measure be submitted to the voters of Los Gatos at a regular or special election at the earliest time allowable by law.

Section 5. Severability.

Should any provision of this measure, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable, or otherwise void, voidable, or invalid, that determination shall have no effect on any other provision, or the application of this measure to any other person or circumstance and, to that end, the provisions hereof are severable. By approving this measure, the voters express their intent that each section and subsection would have

been adopted irrespective of whether any one or more sections or subsections are found to be invalid or unconstitutional, and that each section and subsection is therefore explicitly severable, part-by-part, phrase-by-phrase, and word-by-word, and that if any portion is determined by a court of competent jurisdiction to be unlawful, unenforceable, or otherwise void, voidable, or invalid, that the least amount of language be severed from the ordinance. When possible, if any duty granted to the Finance Commission by this measure is found to conflict with powers specifically granted to the Town Council by the Legislature, or found to be otherwise unlawful, the offending section or subsection shall be amended or interpreted to allow the Finance Commission the maximum allowable duties under the law.

Section 6. Competing Initiatives/Measures.

This measure is intended to be comprehensive. It is the intent of the People of Los Gatos that, in the event this measure and one or more measures relating to the same subject shall appear on the same ballot, the provisions of the other measure or measures shall be deemed in conflict with this measure. In the event that this measure receives a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety, and all provisions of the other measure or measures shall be null and void. If this measure is approved by a majority of the voters but does not receive a greater number of affirmative votes than any other measure or measures appearing on the same ballot regarding the same subject, then this measure shall take effect to the extent not in conflict with said other measure or measures.

Section 7. Effective Date.

This measure shall be considered adopted and become effective upon the date of the election which it was approved by the voters.

Section 8. Liberal Construction.

This measure is an exercise of the initiative power of the People of Los Gatos regarding the establishment of a Finance Commission and shall be liberally construed to effectuate its purposes.

Section 9. Legal Defense.

The People of Los Gatos desire that this measure, if approved by a simple majority of voters and thereafter challenged in court, be defended by the Town of Los Gatos. The People of Los Gatos, by approving this measure by a simple majority of voters, hereby declare that the proponent(s) of this measure have a direct and personal stake in defending this measure from constitutional or statutory challenges to the measure's validity or implementation. In the event the Town fails to defend this measure, or the Town fails to appeal an adverse judgment against the constitutionality, statutory

permissibility or implementation of this measure, in whole or in part, in any court of law, the measure's proponent(s) or the voters the Town of Los Gatos shall be entitled to assert his, her or their direct personal stake by defending the measure's validity and implementation in any court of law and shall be empowered by the People through this measure to act as agents of the People of Los Gatos, and the Town of Los Gatos shall indemnify the proponent(s) for reasonable expenses and other losses incurred by the proponent(s), as agent(s), in defending the validity and/or implementation of the challenged measure. The rate of indemnification shall be no more than the amount it would cost the Town to perform the defense itself.

I hereby certify that this "Town Finance Commission Initiative" Ordinance was PASSED, APPROVED, AND ADOPTED by the People of the Town of Los Gatos on the 3rd day of November 2020.

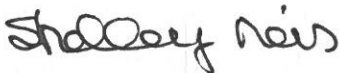
SIGNED:



MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: 12/9/20

ATTEST:



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

DATE: 12/30/2020

*This Page
Intentionally
Left Blank*



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 3/02/2021

ITEM NO: 6

ADDENDUM

DATE: March 1, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Receive an Informational Report on the Mayor's Appointment to the Finance Commission

REMARKS:

Based on the applications received and interviews, past and present, the Mayor has selected Stacey Dell as her appointee.

Attachment Previously Received with the Staff Report:

1. Ordinance 2314 Establish a Finance Commission

PREPARED BY: Shelley Neis
Town Clerk

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



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 03/02/2021

ITEM NO: 7

DATE: February 22, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Review and Discuss the Community Health and Senior Service Commission Accomplishments and Goals

RECOMMENDATION:

Review and discuss the Community Health and Senior Service Commission accomplishments and goals.

BACKGROUND:

The Town of Los Gatos currently has 13 Boards, Commissions, and Committees (hereafter Commissions) which act in various advisory and regulatory roles to the Town Council. Seven of the Town's Commissions serve specific functions with respect to land use, proposed new development, historic preservation, building appeals, finance, or personnel matters. Six of the Commissions provide valuable insight into a variety of quality of life issues affecting Town residents. These Commissions are the Arts and Culture Commission, Community Health and Senior Services Commission, Library Board, Parks Commission, Complete Streets and Transportation Commission, and Youth Commission.

Los Gatos has had a Commission dedicated to Community Services since at least 1988. The Community and Senior Service Commission (CSSC) of the Town of Los Gatos was established in 2011 by Resolution which amended the prior Community Services Commission enabling resolution. The primary change was the explicit inclusion of Senior Services to the Commission's mandate. Among the primary mandates of the former Community Services Commission was the review and recommendation of federal Community Development Block Grants (CDBG) funds to local non-profit agencies each year.

PREPARED BY: Arn Andrews
Assistant Town manager

Reviewed by: Town Manager and Town Attorney

BACKGROUND (continued):

Until FY 2011/12, community grants were administered by the Town of Los Gatos Community Services Department which was dissolved that same year. At that time, administration of the community grant program was moved to the Town Manager's Office and CDBG funds were diverted to the County of Santa Clara's Housing and Community Development Advisory Committee for distribution. The Town's community grant program transitioned into an annual General Fund supported program with grant recommendations and grantee monitoring provided by the Town's Arts and Culture Commission and the Community and Senior Services Commission (CSSC).

On May 5, 2020, the Town Council adopted Resolution 2020-012 (Attachment 1) amending the Community and Senior Services Commission enabling Resolution. The resolution amendments deleted several duties and functions which had become obsolete similar to the aforementioned CDBG supervision. In addition, the resolution established the new mandate of public health which aligned with the existing work and purview of the Commission. This change recognized that many of the grant recipients the Commission oversees are in public health service provision. This recommendation also provided Commission alignment with the Public Health Element of the Town's General Plan where previously there was none. As such, the Commission was newly named the Community Health and Senior Service Commission (CHSSC).

DISCUSSION:

The Community Health and Senior Services Commission advises the Town Council on issues concerning the health and senior service needs of residents. It also maintains collaborative relationships with public and private agencies supporting programs in those fields. In addition, the Commission provides support to the annual Community Human Services Grant Program and assists in developing grant recommendations to the Council. Recent accomplishments of the Commission included the continued monitoring and development of Age-Friendly goals for the Town and quarterly participation with the Los Gatos service Providers forum. Commission goals for 2020/21 (Attachment 2) include development of an Annual Community Health and Resource Faire and expanding efforts to support digital inclusivity for seniors.

CONCLUSION:

The Study Session provides an opportunity for the Town Council to provide additional guidance to the Community Health and Senior Service Commission.

Attachments:

1. CHSSC Enabling Resolution
2. CHSSC 2020/21 Goals

RESOLUTION 2020-012

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS AMENDING THE COMMUNITY HEALTH AND SENIOR SERVICES COMMISSION ENABLING RESOLUTION AND RESCINDING RESOLUTIONS 2016-054 AND 2011-035

RESOLVED by the Town Council of the Town of Los Gatos, that the Town Council does hereby establish the terms and conditions for appointment to and conduct of the Community Health and Senior Services Commission. The Commission is advisory to the Town Council and operates in the manner hereinafter prescribed.

1. Membership-Organization

- a. The Commission shall consist of seven (7) voting members. Membership composition shall be six (6) adult voting members appointed by Council, whose terms of office are three (3) years and until their successors are appointed by Council, and one (1) Youth Commissioner as a voting member, appointed by the Youth Commission, whose term of office shall be for one (1) year with no limitations on reappointments.
- b. The Commission's membership shall, to the extent possible, reflect the social and economic diversity of the Los Gatos community.
- c. The members' terms of office are staggered and overlapped so that the terms of no more than three (3) of the adult members expire each year.
- d. The Commission shall appoint and prescribe the term of office for its Chair and Vice-Chair.
- e. A majority of voting members of the Commission shall constitute a quorum for the purpose of transacting business. Any member shall have the right to present a minority view to the Town Council in reference to any report or recommendation the Commission makes.
- f. Commission members shall serve without compensation, provided that, with advance budgetary approval of the Town Council, the actual and necessary expenses (if any) incurred by the members in the conduct of Town business shall be reimbursable pursuant to the provisions of the current Administrative Policy.
- g. The Commission shall establish a regular time and location for its meetings and shall otherwise call and conduct its meetings in compliance with the provisions of the Ralph M. Brown Act (Government Code Sections 54950 and following).
- h. A record of all minutes and resolutions of the Commission shall be kept and shall be a public record.

1 of 3

Resolution 2020-012

May 5, 2020

- i. Residency and meeting attendance requirements will conform with all current Town Resolutions and Policies.
- 2. Duties and Functions
 - a. The function of the Commission shall be to serve in an advisory capacity to the Town Council regarding Town policies within its scope of expertise; specifically, on the senior services and public health needs of the community. With the prior approval of, and/or at the direction of, the Town Council or its delegate, the Commission shall receive public input, evaluate options, and make recommendations on policy issues including, but not limited to, the following:
 - i. The goals, policies, and actions relating to Senior Services and Public Health contained in the Town's General Plan; and
 - ii. The coordination of community services programs between the Town and other agencies, both public and private; and
 - iii. Emerging community needs, including demographic and economic trends.
 - b. In developing recommendations to the Town Council, the Commission should:
 - i. Elicit the interest and support of various relevant community individuals and groups.
 - ii. Study and examine sources of public and private funding to meet public health and community service needs.
 - iii. Evaluate the effectiveness of existing programs and make constructive suggestions for improvement.
 - iv. Examine ways to minimize and/or eliminate overlapping and duplicative services.
 - c. The Commission may send representatives, when appropriate, to other bodies or Commissions.
 - d. The Commission shall perform other duties as assigned by the Town Council.

BE IT FURTHER RESOLVED that the Commissions name is changed to Community Health and Senior Services Commission and that Resolutions 2016-054 and 2011-035 are hereby rescinded.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 5th day of May 2020, by the following vote:

COUNCIL MEMBERS:

AYES: Rob Rennie, Marico Sayoc, Barbara Spector, Mayor Marcia Jensen

NAYS: None

ABSENT: None

ABSTAIN: None

SIGNED:



MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: 5/20/20

ATTEST:



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

DATE: 5/21/2020

CHSSC GOALS 2020-2021

GOAL	TASK
1. INFORM, EDUCATE, AND EMPOWER LOS GATOS ABOUT PUBLIC HEALTH ISSUES, PARTICULARLY BEHAVIORAL AND MENTAL HEALTH, SUBSTANCE AND DOMESTIC ABUSE, AND SUICIDE PREVENTION	A. DO OUTREACH TO LOCAL HOSPITALS AND HEALTH CARE PROVIDERS SUCH AS GOOD SAMARITAN, EL CAMINO, PAMF, STANFORD AND OTHERS, TO BECOME MORE EFFECTIVE IN DEALING WITH THESE ISSUES B. DO OUTREACH TO CASSY AND HIGH SCHOOL GROUPS TO BECOME MORE EFFECTIVE IN DEALING WITH THESE ISSUES. C. HELP DISSEMINATE PUBLIC HEALTH INFORMATION TO THE COMMUNITY SUCH AS BY CONTACTING SYNAGOGUES, CHURCHES, TEMPLES, THE JCC, THE SENIOR CENTER, MOSQUES AND OTHERS D. PROMOTE COMMUNITY INVOLVEMENT AND ADVOCACY ON ISSUES OF CONCERN TO INDIVIDUALS IN THE COMMUNITY E. PARTNER WITH GROUPS SUCH AS THE CHAMBER OF COMMERCE, THE YOUTH COMMISSION, THE SARATOGA SENIOR CENTER AND OTHERS ON DEVELOPMENT OF ANNUAL COMMUNITY HEALTH FAIR/RESOURCE FAIR

CHSSC GOALS 2020-2021

2. CONTINUE ADVANCING THE GOALS OF THE LOS GATOS AGE FRIENDLY INITIATIVE	A. PROACTIVELY SUPPORT EFFORTS FOCUSING ON SOCIAL BRIDGING FOR ISOLATED SENIORS B. EXPAND EFFORTS TO PROVIDE DIGITAL INCLUSIVITY FOR SENIORS C. DEVELOP FORUMS TO LEARN THE NEEDS OF SENIORS D. BROADEN YOUTH INVOLVEMENT TO EXPAND INTERGENERATIONAL OPPORTUNITIES
3. CONTINUE TO JOIN AND DEVELOP COALITIONS OF MUTUAL BENEFIT	A. CAPITALIZE ON OUR RELATIONSHIP WITH THE LOS GATOS SERVICE PROVIDERS B. ENHANCE SERVICE PROVIDERS' VOLUNTEER RECRUITMENT AND DEVELOPMENT BY ANALYZING THEIR NEEDS AND SPONSORING COMMUNITY WIDE RECRUITMENT EVENTS C. REGULARLY PARTICIPATE IN STATE AND COUNTY ACTIVITIES AND CAPITALIZE ON ANY INITIATIVES RELATED TO OUR GOALS D. EXPLORE OPTIONS TO ADVOCATE FOR/ADVANCE DEVELOPMENT OF AFFORDABLE LOW INCOME AND SENIOR HOUSING
4. IMPROVING AND PUBLICIZING THE COMMISSION	A. LEARN AND INCORPORATE BEST PRACTICES FROM OTHER COMMUNITIES, SUCH AS CAMPBELL, LOS ALTOS, SARATOGA, SAN JOSE AND OTHERS B. ANNUALLY REPORT OUR ACTIVITIES AND FINDINGS TO THE TOWN COUNCIL C. ENHANCE PUBLICIZING OF THE COMMISSION SO THAT THE COMMUNITY KNOWS WHO WE ARE AND THE RESOURCES WE PROVIDE

CHSSC GOALS 2020-2021

5. PARTICIPATE IN ANNUAL COMMUNITY GRANT PROCESS	A. COMMISSION REPRESENTATION ON THE GRANT REVIEW PANEL. B. REVIEW APPLICATIONS OF SERVICE PROVIDER GRANTS AWARDED FOR PUBLIC HEALTH AND SENIOR SERVICES. C. PERFORM ASSESSMENT OF GRANTEEES.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 03/02/2021

ITEM NO: 7

DESK ITEM

DATE: March 2, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Review and Discuss the Community Health and Senior Service Commission Accomplishments and Goals

REMARKS:

Attachment 3 contains public comment received between 11:01 a.m. March 1, 2021 and 11:00 a.m. March 2, 2021.

Attachments Previously Received with the Staff Report:

1. CHSSC Enabling Resolution
2. CHSSC 2020/21 Goals

Attachment received with this Desk Item:

3. Public comment received between 11:01 a.m. March 1, 2021 and 11:00 a.m. March 2, 2021.

PREPARED BY: Jenna De Long
Deputy Town Clerk

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

3/2/21

Statement to Los Gatos Town Council

Senior Services

I thank the Council for adding senior issues to the priorities for this year. It is my opinion that a long view study of how the Town can improve the environment for seniors in Los Gatos is needed. You may think of the long-term effort in developing the library as an example of what I think will be required.

I believe that such a study will find structural changes are required for progress. For example, while the contract with Saratoga/Los Gatos Recreation for senior services was likely a good option at the time more than a dozen years ago, it does not serve seniors well now. Having no Town administrative engagement in senior affairs, other than a Community Health and Senior Services Commission that covers a broad area, is not adequate. The Commission has recently begun a benchmarking activity; more investigation in this direction will raise stark differences, differences I think we all sense are there. The Los Gatos “non-approach” contrasts to neighboring cities, which have focused administrative responsibility for senior services, either under parks and recreation or other departments. More collaboration with neighboring cities should also be considered.

Serious improvements in our Town’s support of older adults will not come at a zero price tag nor with casual effort, but real progress seldom does.

Thank you for your work for our community.

Sincerely,
Tom

Tom Picraux

Former chair of Community and Senior Services Commission (previous name)

Coordinator of Los Gatos/ Saratoga Service Providers

Member of SCC Area Agency on Aging (Sourcewise) Advisory Council

[REDACTED]