



**TOWN OF LOS GATOS
COUNCIL MEETING AGENDA
DECEMBER 05, 2023
110 EAST MAIN STREET AND TELECONFERENCE
TOWN COUNCIL CHAMBERS
LOS GATOS, CA
7:00 PM**

PARTICIPATION IN THE PUBLIC PROCESS

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

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 Tuesdays 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]

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DECEMBER 05, 2023
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7:00 PM**

IMPORTANT NOTICE

This is a hybrid meeting and will be held in-person at the Town Council Chambers at 110 E. Main Street and virtually through the Zoom webinar application (log-in information provided below). Members of the public may provide public comments for agenda items in-person or virtually through the Zoom webinar by following the instructions listed below. The live stream of the meeting may be viewed on television and/or online at www.LosGatosCA.gov/TownYouTube.

PARTICIPATION

To provide oral comments in real-time during the meeting:

- Zoom webinar: Join from a PC, Mac, iPad, iPhone or Android device: Please click this URL to join: <https://losgatosca.gov.zoom.us/j/87922005778?pwd=RnNadEIXWEVQd290dDJJVzEwaEw3Zz09> Passcode: 771495. You can also type in 879 2200 5778 in the “Join a Meeting” page on the Zoom website at <https://zoom.us/join>.
When the Mayor announces the item for which you wish to speak, click the “raise hand” feature in Zoom. If you are participating by phone on the Zoom app, press *9 on your telephone keypad to raise your hand.
- Join by telephone: Join by Telephone: Dial: USA 877 336 1839 US Toll-free or 636 651 0008 US Toll. Conference code: 686100
If you are participating by calling in, press #2 on your telephone keypad to raise your hand.
- In-Person: If you wish to speak during the meeting, please complete a “speaker’s card” located on the back of the chamber benches and return it to the Town Clerk. If you wish to speak to an item on the agenda, please list the item number. If you wish to speak on an item NOT on the agenda, please list the subject and you may speak during the “Verbal Communications” period. The time allocated to speakers may change to better facilitate the Town Council meeting.

When called to speak, you may be asked to provide your full name and your town/city of residence. This identifying information is optional and not a requirement for participation. Please limit your comments to three (3) minutes, or such other time as the Mayor may decide, consistent with the time limit for speakers at a Council meeting. If you wish to speak to an item or items on the Consent Calendar, please state which item number(s) you are commenting on at the beginning of your time.

If you are unable to participate in real-time, you may email to Clerk@losgatosca.gov the subject line “Public Comment Item #__” (insert the item number relevant to your comment) 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.

MEETING CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

COUNCIL / MANAGER MATTERS

CONSENT ITEMS *(Items appearing on the Consent Items are considered routine Town business and may be approved by one motion. Any member of the Council may request to have an item removed from the Consent Items for comment and action. Members of the public may provide input on any or multiple Consent Item(s) when the Mayor asks for public comments on the Consent Items. If you wish to comment, please follow the Participation Instructions contained on Page 2 of this agenda. If an item is removed, the Mayor has the sole discretion to determine when the item will be heard.)*

1. Approve Minutes of the November 21, 2023 Closed Session Town Council Meeting.
2. Approve Minutes of the November 21, 2023 Town Council Meeting.
3. Adopt a Resolution Declaring Certain Hazardous Vegetation Growing in the Town of Los Gatos to be a Public Nuisance, Describing Properties Where Such Nuisance Exists, and Setting a Public Hearing Date of January 16, 2024 to Consider Objections to the Proposed Abatement of Hazardous Vegetation for Properties Listed on the 2024 Weed Abatement Program Commencement Report and Order the Abatement.
4. Authorize the Town Manager to Execute the Fourth Amendment to the Consulting Services Agreement with ActiveWayz Engineering Extending the Term to December 31, 2024 for the Shannon Road Pedestrian and Bikeways Improvement Project (CIP No. 813-0218).
5. Parking Program Implementation-Wayfinding Signage (CIP No. 813-0242):
 - a. Approve the Plans and Specifications; and
 - b. Authorize Advertising the Project for Bid.
6. Receive Fiscal Year (FY) 2022/23 Status Report on Receipt and Use of Development Impact Fees.
7. Adopt the Emergency Procurement Policy as Recommended by the Policy Committee.
8. Receive Report on Remote Participation at Town Commissions, Boards, and Committees with Discussion Points Identified by the Council Policy Committee.

VERBAL COMMUNICATIONS *(Members of the public are welcome to address the Town Council on any matter that is not listed on the 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 to each speaker on any of the following items.*)

- [9.](#) Approve an Amendment to the Employment Agreement Between the Town of Los Gatos and the Town Manager and Authorize Salary and Benefits Budget Adjustments in the Amount of \$15,682 from Available General Fund Capital/Special Projects Reserve.
- [10.](#) Approve an Amendment to the Employment Agreement Between the Town of Los Gatos and the Town Attorney and Authorize Salary and Benefits Budget Adjustments in the Amount of \$5,897 from Available General Fund Capital/Special Projects Reserve.

PUBLIC HEARINGS (*Applicants/Appellants and their representatives may be allotted up to a total of five minutes maximum for opening statements. Members of the public may be allotted up to three minutes to comment on any public hearing item. Applicants/Appellants and their representatives may be allotted up to a total of three minutes maximum for closing statements. Items requested/recommended for continuance are subject to Council's consent at the meeting.*)

- [11.](#) Approve a Recommendation of the Planning Commission to Introduce an Ordinance Titled "An Ordinance of the Town Council of the Town of Los Gatos to Apply the Housing Element Overlay Zone (HEOZ) to Provide for Increases to the Allowable Density, Height, Floor Area Ratio, and Lot Coverage for Residential Development on the Following Site: 101 South Santa Cruz Avenue." An Environmental Impact Report was Prepared and Certified for the 2040 General Plan Update on June 30, 2022, which Included the Proposed Zoning Code Amendments. No further Environmental Analysis is Required. Zoning Code Amendment Application Z-23-003. Applicant: Town of Los Gatos.

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

- [12.](#) Adopt a Resolution, Based on Planning Commission Recommendations, Modifying the Height Pole and Netting Policy for Additions and New Construction. The Proposed Modifications to Town Policy are Not Considered a Project Under the California Environmental Quality Act. Project Location: Town Wide. Applicant: Town of Los Gatos.

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 public inspection at the front desk of the Los Gatos Town Library, located at 100 Villa Avenue, and are also available for review on the official Town of Los Gatos website. Copies of desk items distributed to members of the Council at the meeting are available for review in the Town Council Chambers.

Note: In accordance with Code of Civil Procedure §1094.6; litigation challenging a quasi-adjudicatory decision of the Town Council must be brought within 90 days after the decision is final unless a shorter time is required by State or Federal law.



**DRAFT
Minutes of the Town Council Special Meeting – Closed Session
Tuesday, November 21, 2023**

The Town Council of the Town of Los Gatos conducted a Special Meeting in person and utilizing teleconferencing means on Tuesday, November 21, 2023, at 5:00 p.m. to hold a Closed Session.

MEETING CALLED TO ORDER AT 5:00 P.M.

ROLL CALL

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

Absent: None

VERBAL COMMUNICATIONS (ONLY ON ITEMS ON THE AGENDA)

None.

THE TOWN MOVED TO CLOSED SESSION ON THE FOLLOWING ITEM:

1. Conference with Labor Negotiators (Government Code §54957.6)
To meet with Town Negotiators listed below in closed session pursuant to Government Code §54957.6 regarding negotiations with the Employee Organizations listed below:

Town Negotiators:

Lisa Charbonneau, Liebert Cassidy Whitmore
Katy Nomura, Assistant Town Manager

Employee Organizations:

American Federation of State, County and Municipal Employees (AFSCME)
Town Employees Association (TEA)
Police Officers' Association (POA)

2. Conference with Labor Negotiators (Government Code Section 54957.6)
Town Negotiators: Town Council
Unrepresented Employees: Town Manager and Town Attorney

The Town Council reconvened in open session. The Town Attorney stated there was no reportable action under the Brown Act.

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SUBJECT: Draft Minutes of the Special Town Council Meeting of November 21, 2023

DATE: November 21, 2023

ADJOURNMENT

The meeting adjourned at 6:41 p.m.

Attest:

Submitted by:

Jenna De Long, Deputy Town Clerk

Laurel Prevetti, Town Manager



**DRAFT
Minutes of the Town Council Meeting
Tuesday, November 21, 2023**

The Town Council of the Town of Los Gatos conducted a regular meeting in person and utilizing teleconferencing means on Tuesday, November 21, 2023, at 7:00 p.m.

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

ROLL CALL

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

Absent: None

PLEDGE OF ALLEGIANCE

Alexa Musser and Ellie White of the Los Gatos High School Field Hockey Team led the Pledge of Allegiance. The audience was invited to participate.

PRESENTATIONS

Tylor Taylor presented an update on the work of the Successful Aging Solutions & Community Consulting (SASCC) and its partners.

Council asked questions of the presenter.

CLOSED SESSION

Gabrielle Whelan, Town Attorney, stated the Town Council met in closed session to discuss labor negotiations for the groups listed on the Special Meeting agenda and there is no reportable action.

COUNCIL/TOWN MANAGER REPORTS

Council Matters

- Vice Mayor Badame stated she attended a ribbon cutting for the grand re-opening of the Safeway store on North Santa Cruz Avenue and the Los Gatos-Saratoga Recreation annual 55+ Thanksgiving luncheon; and corresponded with residents regarding the Housing Element.
- Council Member Hudes stated he met with residents at Alberto Way to discuss pending development in the area, members of the Community Center Committee of the Older Adults Thrive Foundation, and a real estate developer and a real estate agent regarding financing affordable housing; attended a meeting of the Initiatives and Publicity Committee of the Older Adults Thrive Foundation; and met with the Older Adults Thrive leadership team and board, and Tylor Taylor of SASCC.

- Council Member Moore wished everyone a happy early Thanksgiving; stated he attended the California Democratic Party Convention; held his Council Member community coffee; visited Centerpiece a new small business; and attended the grand opening of the West Valley Visual Arts Building, a heart screening in Campbell, and a West Valley Sanitation District Authority Board meeting.
- Council Member Rennie stated he attended a Silicon Valley Clean Energy Board meeting and announced the new CEO; chaired the Valley Transportation Authority (VTA) Policy Advisory Committee (PAC) meeting; attended the Cities Association Board meeting; and met with Saratoga Council Member Tina Walia.
- Mayor Ristow stated she attended the Fisher Middle School event honoring Veterans, the Los Gatos-Saratoga Recreation annual 55+ Thanksgiving luncheon, the St. Luke's Thanksgiving luncheon for the unhoused residents, a meeting of the Fisher Middle School Builder's Cub, a West Valley Service Providers meeting, and the Los Gatos Interfaith Thanksgiving service; and toured Netflix with the Town's building team.

Manager Matters

- Announced the Board, Commission, and Committee recruitment has been extended to Monday, November 27, at 4:00 p.m.
- Announced the Planning Commission will hold a special meeting to discuss the Housing Element on November 29.
- Announced the Winter Celebration will be held from 5-7 p.m. at Town Plaza Park on December 1.

VERBAL COMMUNICATIONS

Joseph Enz

- Commented on keeping the Los Gatos Creek clean.

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

1. Approve the Closed Session Council Meeting Minutes of November 1, 2023.
2. Approve Minutes of the November 7, 2023 Town Council Meeting.
3. Approve the Closed Session Council Meeting Minutes of November 14, 2023.
4. Adopt an Ordinance Titled "An Ordinance of the Town Council of the Town of Los Gatos Amending Chapter 29 'Zoning Regulations,' of the Town Code Regarding Accessory Dwelling Units and Correcting Outdated References in Town Code Sections Pertaining to Termination of Nonconforming Use Status, Requirements for a Two-Unit Development Under Senate Bill 9 (SB 9), and Civil Penalties." The Environmental Impacts of the Proposed Amendments to the Town Code were Analyzed in the Environmental Impact Report for the 2040 General Plan. Additionally, the Proposed Amendments are Exempt Pursuant to CEQA, Section 15061(b)(3). Town Code Amendment Application A-23-002. Project Location: Town Wide. Applicant: Town of Los Gatos. **ORDINANCE 2351**
5. Adopt an Ordinance Titled "An Ordinance of the Town Council of the Town of Los Gatos Amending Town Code Section 19.20.010, 'Parks and Recreation – Created' and Section

26.10.070, 'Trees and Shrubs – Appeals' to Update Reference to Parks Commission to Parks and Sustainability Commission." **ORDINANCE 2346**

6. Authorize the Town Manager to Execute an Agreement for Consultant Services with CSG Consultants, Inc. for Building Inspection Services for the North-40 Phase 1 and North-40 Junction Development.
7. Adopt an Ordinance Titled "An Ordinance of the Town Council of the Town of Los Gatos Amending Chapter 29, 'Zoning Regulations,' of the Town Code to Replace the Affordable Housing Overlay Zone Division 5 of Article VIII, 'Overlay Zones and Historic Preservation,' With the Housing Element Overlay Zone As Division 5 of Article VIII, 'Overlay Zones and Historic Preservation.'" An Environmental Impact Report (EIR) was Prepared and Certified for the 2040 General Plan Update on June 30, 2022, which Included the Proposed General Plan and Town Code Amendments. No further Environmental Analysis is Required. Zoning Code Amendment Application Z-23-002. Applicant: Town of Los Gatos. Project Planners: Jocelyn Shoopman and Erin Walters. **ORDINANCE 2347**
8. Adopt an Ordinance Titled "An Ordinance of the Town of Los Gatos Amending the Zoning Code from R-1:8 (Single-Family Residential) to R-M (Multiple-Family Residential) for a Caltrans Right-of-Way Property Located Adjacent to 14685 Oka Road; and Apply the Housing Element Overlay Zone (HEOZ) to Provide for Increases to the Allowable Density, Height, Floor Area Ratio, and Lot Coverage for Residential Development on the Following Sites Included in the Sites Inventory Analysis of the 2023-2031 Housing Element: APN's 424-06-116, 424-07-116, 424-08-029, 424-08-058, 424-08-059, 424-08-060, 424-08-074, and 532-07-085; 620 and 14000 Blossom Hill Road; 16210, 16240, 16245, 16250, 16260, 16270, and 16392 Burton Road; Cal Trans Right-of-Way Adjacent to 14685 Oka Road; 110 and 206 Knowles Drive; 445 Leigh Avenue; 440 Los Gatos Almaden Road; 16603 Lark Avenue; 14823, 14831, 14849, 14859, 14917, 14925, 15795, 16151, 16203, and 16492 Los Gatos Boulevard; 165 Los Gatos Saratoga Road; and 14800 and 14840 Oka Road." An Environmental Impact Report (EIR) was Prepared and Certified for the 2040 General Plan Update on June 30, 2022, which Included the Proposed General Plan and Zoning Code Amendments. No further Environmental Analysis is Required. Zoning Code Amendment Application Z-23-003 and General Plan Amendment Application GP-23-003. Applicant: Town of Los Gatos. **ORDINANCE 2348**
9. Adopt an Ordinance Titled "An Ordinance of the Town Council of the Town of Los Gatos to Apply the Housing Element Overlay Zone (HEOZ) to Provide for Increases to the Allowable Density, Height, Floor Area Ratio, and Lot Coverage for Residential Development on the Following Sites Included in the Site Inventory Analysis of the 2023-2031 Housing Element: 401 through 409 Alberto Way, 50 Los Gatos-Saratoga Road, 529-24-001, and 529-24-003." An Environmental Impact Report was Prepared and Certified for the 2040 General Plan Update on June 30, 2022, which Included the Proposed Zoning Code Amendments. No further Environmental Analysis is Required. Zoning Code Amendment Application Z-23-003. Applicant: Town of Los Gatos. **ORDINANCE 2349**
10. Adopt an Ordinance Titled "An Ordinance of the Town Council of the Town of Los Gatos to Apply the Housing Element Overlay Zone (HEOZ) to Provide for Increases to the Allowable

Density, Height, Floor Area Ratio, and Lot Coverage for Residential Development on the Following Sites Included in the Sites Inventory Analysis of the 2023-2031 Housing Element: 15300, 15349, 15367, 15405, 15425, 15480, and 15500 Los Gatos Boulevard.” An Environmental Impact Report was Prepared and Certified for the 2040 General Plan Update on June 30, 2022, which Included the Proposed Zoning Code Amendments. No further Environmental Analysis is Required. Zoning Code Amendment Application Z-23-003.

Applicant: Town of Los Gatos. **ORDINANCE 2350**

11. Approve Modifications as Recommended by the Council Policy Committee to Town Council Policy 2-11: Commission Appointments, Residency and Attendance Requirements, and Establishing a Quorum. **POLICY 2-11**
12. Approve Modifications to Town Council Policy 2-01: Agenda Format and Rules. **POLICY 2-01**
13. Consider the Following Actions for the Procurement and Implementation of the OpenGov Procurement Suite for Contract Management and Maintenance:
 - a. Authorize an Expenditure Budget Transfer in an Amount of \$3,000 from project #411-811-0008 (Shannon Road Repair);
 - b. Authorize an Expenditure Budget Transfer in an Amount of \$1,000 from project #411-813-0218 (Shannon Road Pedestrian and Bike Improvements);
 - c. Authorize an Expenditure Budget Transfer in an Amount of \$5,500 from project #411-813-9921 (Curb, Gutter, and Sidewalk Maintenance);
 - d. Authorize an Expenditure Budget Transfer in an Amount of \$10,700 from project #411-811-9901 (Street Repair and Resurfacing);
 - e. Authorize an Expenditure Budget Transfer in an Amount of \$500 from project #411-821-2309 (Termite Abatement at Water Tower);
 - f. Authorize an Expenditure Budget Transfer in an Amount of \$500 from project #411-831-4605 (Parks Playground Fibar);
 - g. Authorize an Expenditure Budget Transfer in an Amount of \$3,000 from project #411-812-0130 (Annual Roadside Fire Fuel Reduction); and
 - h. Authorize an Expenditure Budget Transfer in an Amount of \$3,000 from project #411-832-4508 (Annual Vegetation Management Town-Wide).
14. Receive the Monthly Financial and Investment Report for September 2023.

Mayor Ristow opened public comment.

No one spoke.

Mayor Ristow closed public comment.

MOTION: Motion by Council Member Badame to approve items 1-6 and 11-14. Seconded by Council Member Hudes.

VOTE: Motion passed unanimously.

MOTION: Motion by Council Member Hudes to approve item 7. Seconded by Council Member Moore.

VOTE: Motion passed 4-0-1. Vice Mayor Badame abstained.

MOTION: Motion by Council Member Moore to approve item 8. Seconded by Council Member Rennie.

VOTE: Motion passed 3-1-1. Council Member Hudes voted no. Vice Mayor Badame abstained.

MOTION: Motion by Council Member Moore to approve item 9. Seconded by Council Member Rennie.

VOTE: Motion passed 3-1-0-1. Council Member Hudes voted no. Vice Mayor Badame recused.

MOTION: Motion by Council Member Rennie to approve item 10. Seconded by Mayor Ristow.

VOTE: Motion passed 3-0-1-1. Council Member Moore recused. Vice Mayor Badame abstained.

OTHER BUSINESS

15. Receive an Update on the Interim Community Center and Provide Direction.

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

Mayor Ristow opened public comment.

Tom Picraux

- Commented on the logistics of creating a shared space for community service providers and a room equipped to hold hybrid meetings.

Jeffrey Blum

- Commented on concerns with the Community Health and Senior Services Commission's ability to review this item within the timeline, and requested additional clarification and direction.

Nancy Rollett

- Provided clarification on the use of space of the Adult Recreation Center.

Mayor Ristow closed public comment.

Council discussed the item and provided feedback.

Mayor Ristow called a recess at 9:04 p.m.

Reconvened at 9:17 p.m.

16. Complete the Following Actions in Support of the Town's Transportation Impact Fee Program:

- a. Review the Transportation Impact Nexus Study dated November 2023 (including the Town's Transportation Capital Improvement Plan – Appendix 1); and
- b. Set a Public Hearing for January 16, 2024 to Adopt the Nexus Study, Adopt a Resolution to Establish the Updated Transportation Impact Fee, Introduce an Ordinance Amending Article VII of Section 15 of the Town Code, "Traffic Impact Mitigation Fees," and Modify Town Council Policy 1-08, "Transportation Impact Policy."

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

Mayor Ristow opened public comment.

No one spoke.

Mayor Ristow closed public comment.

Council discussed the item.

MOTION: Motion by Vice Mayor Badame to set a public hearing for January 16, 2024 to adopt the Nexus Study, adopt a Resolution to establish the updated Transportation Impact Fee, introduce an ordinance amending Article VII of Section 15 of the Town Code, "Traffic Impact Mitigation Fees," and modify Town Council Policy 1-08, "Transportation Impact Policy." **AMENDMENT:** include a 50% credit for extremely low and very low-income developments in the proposal to be brought forward in January. **Seconded** by Council Member Moore.

VOTE: Motion passed unanimously.

17. Receive a Report on Traffic Management at the Shannon Road Repair (CIP Project No 811-0008) Location (Between Diduca Way and Santa Rosa Drive) and Provide Feedback.

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

Mayor Ristow opened public comment.

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SUBJECT: Draft Minutes of the Town Council Meeting of November 21, 2023

DATE: November 21, 2023

Bruce

- Commented on concerns with the proposals.

Mayor Ristow closed public comment.

Council discussed the item.

MOTION: Motion by Council Member Moore to move forward with strategy 2 to implement interim repairs of the damaged lane on Shannon Road. **Seconded by Mayor Ristow.**

VOTE: Motion passed unanimously.

18. Discuss and Provide Direction to Potentially Modify Town Policies and Procedures, Including Town Council Policy 2-04, "Town Council Code of Conduct," Town Council Policy 2-05, "Planning Commission Policies and Procedures," Town Council Policy 2-11, "Commission Appointments, Residency, and Attendance Requirements, and Establishing a Quorum," and the Commissioner Handbook. **POLICY 2-11**

Gabrielle Whelan, Town Attorney, presented the staff report.

Mayor Ristow opened public comment.

No one spoke.

Mayor Ristow closed public comment.

Council discussed the item.

MOTION: Motion by Council Member Hudes to continue this item to a time when a written response from the American Civil Liberties Union (ACLU) regarding the withdrawal of their complaint is received or when the statute of limitations expires, whichever comes sooner. **Seconded by Vice Mayor Badame.**

VOTE: Motion passed unanimously.

ADJOURNMENT

The meeting adjourned at 10:38 p.m.

Respectfully Submitted:

Jenna De Long, Deputy Town Clerk



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/05/2023

ITEM NO: 3

DATE: November 20, 2023
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Adopt a Resolution Declaring Certain Hazardous Vegetation Growing in the Town of Los Gatos to be a Public Nuisance, Describing Properties Where Such Nuisance Exists, and Setting a Public Hearing Date of January 16, 2024 to Consider Objections to the Proposed Abatement of Hazardous Vegetation for Properties Listed on the 2024 Weed Abatement Program Commencement Report and Order the Abatement

RECOMMENDATION:

Adopt a resolution (Attachment 1) declaring certain hazardous vegetation growing in the Town of Los Gatos to be a public nuisance, describing properties where such nuisance exists (Attachment 2), and setting a public hearing date of January 16, 2024 to consider objections to the proposed abatement of hazardous vegetation for properties listed on the 2024 Weed Abatement Program Commencement Report (Attachment 2) and order the abatement.

BACKGROUND:

The Weed Abatement Program (the Program) is a different, but complementary program to the Brush Abatement Program. Both programs work to protect the Town by preventing fire hazards created by vegetative growth and the accumulation of combustible debris with the goal of voluntary compliance. The Town of Los Gatos Municipal Code Chapter 11, Article II, requires property owners to prevent potential fire hazards to provide protection for the property and any nearby structures by clearing hazards. The Program is administered by the County on behalf of the Town and is funded from fees assessed on the properties included on the assessment list. Every year while in the Program, each of the property owners are charged an annual compliance inspection fee and some incur costs for additional inspections, administrative, and abatement fees.

PREPARED BY: Meredith Johnston
Administrative Technician

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

SUBJECT: Actions Related to the 2024 Weed Abatement Program, Including Scheduling a Hearing for January 16, 2024

DATE: November 20, 2023

BACKGROUND (continued):

Typically, a property is placed in the Program after a County inspector identifies a potential fire hazard on the premises. Fire Departments, Code Enforcement, Public Works, and other public agencies can also submit complaints to the County. Once a parcel is placed in the Program, it will remain until it displays compliance for three consecutive years, at which point it will be removed.

Property owners in the Program are given the opportunity to abate their weeds prior to receiving an annual compliance inspection by County staff to confirm if the property has been cleared of hazards according to the requirements defined in the Santa Clara County Weed Abatement Program <https://weedabatement.santaclaracounty.gov/home>. If the property owner has not complied with the requirements of the Program by the time of the County inspection, then the Town authorizes the County to remove the weeds. The County recovers its costs through a special assessment on each parcel's property tax bill.

The Program is administered by the County on behalf of the Town and is funded from fees assessed on the properties included on the assessment list. Every year while in the program, each of the property owners is charged an annual compliance inspection fee and some incur costs for additional inspections, administrative, and abatement fees. The annual compliance inspection fee is currently \$92.

DISCUSSION:

The Weed Abatement program process consists of eight steps that begin in November and go through August of the following year. Currently, the process is at Step 2 on the list as illustrated below.

1. When properties are identified as having hazardous weeds, they are placed in the program, monitored, and must be compliant for three consecutive years in order to be removed from the program. The County prepares a report of all properties that have been identified and provides a Commencement Report to the Town (Attachment 2) (November).
2. Town Council adopts a resolution declaring weeds on such properties a public nuisance and sets a hearing date to consider objections to the proposed abatement (December).
3. The County sends notice to property owners on the report notifying them of the hearing date, along with guidelines on the Weed Abatement Program explaining that they must

SUBJECT: Actions Related to the 2024 Weed Abatement Program, Including Scheduling a Hearing for January 16, 2024

DATE: November 20, 2023

DISCUSSION (continued):

remove weeds by the abatement deadline, or it will be done for them, and the cost of the abatement plus administrative costs will be assessed by the County Tax Collector against the respective property (December).

4. Town Council holds a public hearing to consider objections to the proposed abatement and adopts a resolution ordering abatement (January).
5. County sends a courtesy letter to property owners on the report notifying them again of the abatement deadline (January).
6. After the deadline, the properties are inspected by the County Weed Abatement inspector to verify that weeds were removed and proceeds with abatement if the inspection fails. The County creates an assessment report of all costs associated with the abatement and provides that report to the Town (June-July).
7. Town notifies the property owners on the assessment report notifying them of the August public hearing date (July).
8. Town Council holds a hearing, considers objections, and adopts a resolution confirming the assessment report, authorizing the collection of the assessment charges (August).

CONCLUSION:

Through this action, staff is asking Town Council to adopt the necessary resolution (Attachment 1) to declare certain vegetation growing on identified properties in the Town of Los Gatos to be a public nuisance. Adoption of the resolution will establish a public hearing date of January 16, 2024 to consider objections to the proposed abatement.

COORDINATION:

This program has been coordinated with the Santa Clara County Consumer and Environmental Protection Agency (CEPA) - Weed Abatement Program and the Town Attorney.

FISCAL IMPACT:

The County's Weed Abatement Program administers services for 13 local agencies under a cost recovery model, paid for by fees imposed on the parcel owners. The estimated program cost related to each agency is based on the number of parcels per agency.

PAGE 4 OF 4

SUBJECT: Actions Related to the 2024 Weed Abatement Program, Including Scheduling a Hearing for January 16, 2024

DATE: November 20, 2023

FISCAL IMPACT (continued):

Should the funding associated with the assessments fall short of the total program cost, the Town will be billed for a pro-rata share of the program such that the County achieves full cost recovery. If the County needs to request additional funds, this would be absorbed in the Parks and Public Works Operating Budget. Funds are provided in the Fiscal Year (FY) 2023/24 Operating Budget to cover the cost of publishing all required legal notices.

ENVIRONMENTAL ASSESSMENT:

In accordance with CEQA Guidelines Section 15304, the Town's weed abatement program is categorically exempt from CEQA as a minor alteration to land.

Attachments:

1. Resolution Declaring Properties as Having Potential Fire Hazards from Weeds or Other Combustible Debris and Declare Weeds on Such Properties as a Public Nuisance and Set a Hearing Date of January 16, 2024 to Consider Objections for Proposed Abatement
2. 2024 Weed Abatement Program Commencement Report

DRAFT RESOLUTION 2023-

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS
DECLARING CERTAIN HAZARDOUS VEGETATION GROWING IN
THE TOWN OF LOS GATOS TO BE A PUBLIC NUISANCE, DESCRIBING PROPERTIES
WHERE SUCH NUISANCE EXISTS; ORDERING ABATEMENT AND SETTING A PUBLIC
HEARING DATE OF JANUARY 16, 2024 TO CONSIDER OBJECTIONS FOR PROPOSED
ABATEMENT**

WHEREAS, Section 39501 and Section 39502 of the Government Code of the State of California authorize the Town of Los Gatos to prescribe a procedure for compelling the owner, lessees or occupant of buildings, grounds, or lots to remove hazardous vegetation (weeds) from such buildings or grounds and adjacent sidewalks, and, upon his failure to do so, to remove such hazardous vegetation (weeds) at owner's expense, making the cost thereof a lien upon such property; and

WHEREAS, the Town of Los Gatos, by ordinance, has adopted such a procedure, codified in Chapter 11, Article II, Sections 11.20.010 through 11.20.045 of the Los Gatos Town Code.

NOW, THEREFORE, BE IT RESOLVED: that the Town Council hereby finds that hazardous vegetation "weeds," as that term is defined in Section 11.20.010, are growing upon and adjacent to private property within the Town of Los Gatos, and declares that all hazardous vegetation (weeds) growing upon any private property or properties, and in any sidewalk street, or alley within the Town of Los Gatos are a public nuisance and should be abated.

BE IT FURTHER RESOLVED that unless such nuisance be abated by the destruction or removal of such hazardous vegetation (weeds) within thirty (30) days after the adoption of this resolution, or within the time specified in a written agreement with the Town of Los Gatos Director of Parks and Public Works, or their representative, whichever time shall be later, as provided in Chapter 11, Article II, of the Los Gatos Town Code, the Town of Los Gatos shall cause such nuisance to be abated, and the expense thereof assessed upon the lots and lands from which, or in the front and rear of which, such hazardous vegetation (weeds) shall have been destroyed or removed, such expense constituting a lien upon such lots or lands until paid, and to be collected upon the next tax roll upon which general municipal taxes are collected.

BE IT FURTHER RESOLVED that the Director shall execute a "Notice to Destroy Hazardous Vegetation (Weeds)" in the form set forth in Section 11.20.020(b) and shall cause same to be published and posted in the manner prescribed by Section 11.20.020(c).

BE IT FURTHER RESOLVED that on the 16th day of January 2024 at a meeting of the Town Council beginning at 7:00 p.m. in the Council Chambers of the Civic Center, 110 E. Main Street, Los Gatos, California, and via Teleconference, a public hearing will be held during which all property owners in the Town of Los Gatos having any objections to the proposed destruction or removal of such hazardous vegetation (weeds) will be heard and given due consideration.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the _____ day of _____, 2023 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: _____

**2024 Weed Abatement Program
Commencement Report
Town of Los Gatos**

Situs			APN
831	POLLARD	RD	406-26-011
102	VIA TERESA		407-12-016
	CALLE MARGUERITA		409-04-049
	MARGUERITA		409-04-052
0			409-08-001
17349	WEDGEWOOD	AV	409-14-017
14344	LA RINCONADA	DR	409-14-019
14330	LA RINCONADA	DR	409-14-020
14341	BROWNS	LN	409-14-035
14329	MIULLBERRY	DR	409-15-021
17631	WEDGEWOOD	AV	409-17-010
105	NEWELL	AV	409-24-026
14810	CLARA	ST	409-25-030
14821	GOLF LINKS	DR	409-27-005
14885	LA RINCONADA	DR	409-32-004
14635	GOLF LINKS	DR	409-46-025
16245	BURTON	RD	424-06-115
	BURTON	RD	424-06-116
14823	LOS GATOS	BL	424-07-065
14990	TERRENO DE FLORES	LN	424-10-004
14926	LOS GATOS	BL	424-10-009
16171	SUN RAY	DR	424-19-070
15545	BENEDICT	LN	424-20-008
15710	WINCHESTER	BL	424-27-013
0	LAUREL	AV	510-41-068
72	FAIRVIEW PLAZA		510-43-010
	WOOD	RD	510-46-006
	WOOD	RD	510-46-007
110	WOOD	RD	510-47-038
138	WOOD	RD	510-47-044
148	HILLBROOK	DR	523-11-018
	UNION	AV	523-42-011
15970	QUAIL HILL	RD	527-01-014
101	DRYSDALE	DR	527-04-008
16084	GREENRIDGE	TR	527-15-002
	LARGA VISTA	DR	527-16-013
14850	BLOSSOM HILL	RD	527-18-014
401	SURMONT	DR	527-20-002
14510	BLOSSOM HILL	RD	527-23-027
110	BELVALE	DR	527-30-020

Situs			APN
125	BELVALE	DR	527-30-028
175	BELWOOD GATEWAY		527-30-032
103	PANORAMA	WY	527-42-026
310	SANTA ROSA	DR	527-55-036
118	HARWOOD	CT	527-56-020
112	HARWOOD	CT	527-57-008
615	BLOSSOM HILL	RD	529-16-026
17047	PINE	AV	529-20-011
	BELLA VISTA	AV	529-23-015
	BELLA VISTA	AV	529-23-016
405	ALBERTO	WY	529-23-018
	BELLA VISTA	AV	529-23-019
	BELLA VISTA	AV	529-23-020
50	RESERVOIR	RD	529-29-065
30	RESERVOIR	RD	529-29-066
39	RESERVOIR	RD	529-33-022
140	FOSTER	RD	529-37-015
			529-39-047
16666	TOPPING	WY	532-09-018
	TWIN OAKS	DR	532-16-006
16508	KENNEDY	RD	532-17-025
16461	KENNEDY	RD	532-17-027
16481	SHORE PINE	RD	532-17-028
150	BROOKE ACRES	DR	532-18-039
17511	PHILLIPS	AV	532-39-009
17435	PHILLIPS	AV	532-39-013
15312	KENNEDY	RD	537-15-001
15220	KENNEDY	RD	537-15-004
14050	SHANNON	RD	537-17-027
233	FORRESTER	RD	537-21-010
229	FORRESTER	RD	537-22-011
210	WOODED VIEW	DR	537-23-046
15876	SHANNON	RD	537-26-009
15780	SHANNON	RD	537-26-016
15760	SHANNON	RD	537-26-018
209	FORRESTER	RD	537-28-005
16060	CERRO VISTA	DR	537-30-004
15975	CERRO VISTA	DR	537-30-007
16380	HARWOOD	RD	567-18-068



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/05/2023

ITEM NO: 4

DATE: November 17, 2023
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Town Manager to Execute the Fourth Amendment to the Consulting Services Agreement with ActiveWayz Engineering Extending the Term to December 31, 2024 for the Shannon Road Pedestrian and Bikeways Improvement Project (CIP No. 813-0218)

RECOMMENDATION:

Authorize the Town Manager to execute the fourth amendment (Attachment 1) to the consulting services agreement with ActiveWayz Engineering extending the term to December 31, 2024 for the Shannon Road Pedestrian and Bikeways Improvement Project (CIP No. 813-0218).

BACKGROUND:

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

PREPARED BY: Gary Heap
Town Engineer

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

SUBJECT: Fourth Amendment with ActiveWayz for the Shannon Road Pedestrian and Bikeway Improvements Project (CIP No. 813-0218)

DATE: November 17, 2023

DISCUSSION:

Milestones

Finalize design of Modified Option 1
Informal Coordination with Residents
Coordinate E-76 with Caltrans
Request Council Authorization to Bid
Advertise the Project for Bid
Bids Due
Council to Accept Lowest Bidder
Award and Execute Agreement
Start Construction (depending on school schedules)
Anticipated Completion

Anticipated Timeline

November 2023
December 2023
October – December 2023
January 16, 2024
January 26, 2024
February 15, 2024
March 5, 2024
March 29, 2024

April 30, 2024
September 2024

Upon completion of the design, staff will provide an opportunity for the Shannon Road residents to meet with staff to discuss specific project impacts to their properties.

CONCLUSION:

Staff recommends the Town Council authorize the Town Manager to execute the fourth amendment (Attachment 1) to the consulting services agreement with ActiveWayz Engineering extending the term to December 31, 2024 for the Shannon Road Pedestrian and Bikeways Improvement Project (CIP No. 813-0218).

COORDINATION:

This project has been coordinated with the Complete Streets and Transportation Commission and significant public outreach has been conducted.

FISCAL IMPACT:

There are sufficient funds in the Fiscal Year 2023/24-2027/28 CIP Budget, as there is no increase to the funding with this fourth amendment.

SUBJECT: Fourth Amendment with ActiveWayz for the Shannon Road Pedestrian and Bikeway Improvements Project (CIP No. 813-0218)

DATE: November 17, 2023

FISCAL IMPACT (continued):

Shannon Road Pedestrian and Bikeway Improvements CIP No. 813-0218		
	Budget	
GFAR	\$ 741,296	
Grants	\$ 1,114,350	
Utility Undergrounding	\$ 119,204	
Storm Basin	\$ 200,000	
Traffic Mitigation Funds	\$ 133,380	
Total Budget	\$ 2,308,230	
		Costs
Misc. Expenses		\$ 500
Temporary Staff Charges		\$ 35,000
ActiveWayz Engineering Services Agreement (Previously Approved)		\$ 276,933
Construction Management Services (7.5%)		\$ 127,391
Construction		\$ 1,698,550
Construction Contingency (10%)		\$ 169,856
Total Costs		\$ 2,308,230
Available Balance		\$ -

ENVIRONMENTAL ASSESSMENT:

This is a project defined under the California Environmental Quality Act (CEQA) as being Categorically Exempt per Section 15301(c) Existing streets, sidewalks, trails and similar facilities and 15304(h) Creation of bicycle lanes on existing rights-of-way. A Notice of Exemption will be filed. Under the National Environmental Policy Act (NEPA), the project is determined to be categorically excluded from a detailed environmental analysis.

Attachments:

1. Fourth Amendment - Agreement for Consultant Services - ActiveWayz Engineering with Exhibits A (Original Agreement and Previous Amendments) and Exhibit B (Updated Scope of Services)

FOURTH AMENDMENT TO AGREEMENT

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

RECITALS

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

AMENDMENT

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

The contract term is extended to December 31, 2024.

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

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

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

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

Town of Los Gatos:

ActiveWayz Engineering:

Laurel Prevetti, Town Manager

Admas Zewdie, President

Department Approval:

Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

Attest:

Gabrielle Whelan, Town Attorney

Wendy Wood, CMC, Town Clerk

THIRD AMENDMENT TO AGREEMENT

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

RECITALS

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

AMENDMENT

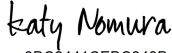
- 1. 2.1 Scope of Services is amended to read as follows:

Consultant shall provide services as described in that certain Proposal sent to the Town on July 31, 2023, which is hereby incorporated by reference and attached as Exhibit B.
- 2. 2.6 Compensation is amended to read as follows:


Additional compensation for Consultant's professional services shall be increased by \$80,224. For a total agreement amount **not to exceed \$276,933**, inclusive of all costs. Payment shall be based upon Town approval of each task based on Exhibit B.
- 3. All other items and conditions of the Agreement remain in full force and effect.

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


Town of Los Gatos:

DocuSigned by:

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


ActiveWayz Engineering:

DocuSigned by:

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Admas Zewdie, President

Department Approval:

DocuSigned by:

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Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

DocuSigned by:

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Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:

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Wendy Wood, CMC, Town Clerk

SECOND AMENDMENT TO AGREEMENT

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

RECITALS

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

AMENDMENT

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

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

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

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

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

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

Town of Los Gatos:

DocuSigned by:
Laurel Prevetti
853FEEA2EB39470...

Laurel Prevetti, Town Manager

ActiveWayz Engineering:

DocuSigned by:
Admas Zewdie
EG49C3B6AA4744E...

Admas Zewdie, President

Department Approval:

DocuSigned by:
Nicolle Burnham
0E07831340644C3...

Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

DocuSigned by:
Gabrielle Whelan
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Gabrielle Whelan, Town Attorney

Attest:

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

FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

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

RECITALS

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

AMENDMENT

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

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

2. Section 2.6 Compensation is amended to read:

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

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

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

Town of Los Gatos by:

DocuSigned by:
Laurel Prevetti 3/23/2022
853FEEAZEB39470...
Laurel Prevetti
Town Manager

Consultant by:

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

Recommended by:

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

Approved as to Form:

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

Attest:

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



AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on May 3, 2021 by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) and ACTIVEWAYZ ENGINEERING, (“Consultant”), whose address is 2170 The Alameda, Suite 200, San Jose, CA 95126. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 Town desires to engage Consultant to provide Consultant Services for Shannon Road Pedestrian and Bikeway Improvements Project (CIP No. 813-0218).
- 1.2 Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide services as described in Exhibit A, which is hereby incorporated by reference.
- 2.2 Term and Time of Performance. This contract will remain in effect from date of execution to December 31, 2023.
- 2.3 Compliance with Laws. Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town’s property and shall be delivered to the Town upon the completion of Consultant’s services or at the Town’s written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any

individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

- 2.6 Compensation. Compensation for Consultant's professional services **shall not exceed \$126,631.00**, inclusive of all costs as described in Exhibit A. Payment shall be based upon Town approval of each task.

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

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

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

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

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

- 2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, Consultant may perform some obligations under this Agreement by subcontracting but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to

testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

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

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

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

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

General Liability:

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

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

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

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

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. Town and Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Prevailing Wages. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a "public work" by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.
- 4.4.1 The applicable California prevailing wage rate can be found at www.dir.ca.gov and are on file with the Town of Los Gatos Parks and Public Works Department, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.

- 4.4.2 Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime, weekend and holiday pay, and shift pay must be paid pursuant to applicable Labor Code section.
- 4.4.3 The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.
- 4.4.4 As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the Town, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.
- 4.4.5 In addition to submitting the certified payrolls and related documentation to the Town, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.
- 4.4.6 No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- 4.4.7 No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
- 4.4.8 Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully

indemnify the Town for any fines assessed by the California Department of Industrial Relations against the Town for such violation, including all staff costs and attorney’s fee relating to such fine.

4.4.9 Town shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., Town may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

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

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

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

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

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

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

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

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

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

Town of Los Gatos by:

Consultant, by:

DocuSigned by:

Laurel Prevetti

5/20/2021

Laurel Prevetti, Town Manager

DocuSigned by:

Admas Zewdie

5/18/2021

Admas Zewdie, President

Recommended by:

DocuSigned by:

Matt Morley

5/19/2021

Matt Morley
Director of Parks and Public Works

Admas Zewdie, President

Printed Name and Title

Approved as to Form:

DocuSigned by:

Robert W. Schultz

5/20/2021

Robert Schultz, Town Attorney

Attest:

DocuSigned by:

Shelley Neis

5/20/2021

Shelley Neis, MMC, CPMC, Town Clerk



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



July 31, 2023

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

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

Dear Gary,

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

SCOPE OF SERVICES

Project Management

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

Utility Coordination

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

Final Design

100% PS&E

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

Final PS&E

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

OPTIONAL TASK - E-76 Construction Funding Authorizatoin Request

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

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

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

Project Budget Summary

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

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

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

Sincerely,

ActiveWayz Engineering, Inc.



Admas Zewdie, P.E.

President

ATTACHMENT A

ActiveWayz Engineering
Fee Estimate

7/17/2023

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

Tasks	ActiveWayz Engineering							
	Project Manager	Design Engineer	Engineering Technician	Total	Project Manager	Design Engineer	Engineering Technician	Total Fee
	Hours				\$220	\$136	\$109	
1. Project Management	24	—	—	24	\$5,280	—	—	\$5,280
Sub-Task								
Project Management & Coordination	16	—	—	16	\$3,520	—	—	\$3,520
Project Schedule	—	—	—	—	—	—	—	—
Kick-Off Meeting	—	—	—	—	—	—	—	—
Project Coordination Meeting	8	—	—	8	\$1,760	—	—	\$1,760
Ourteach Meetings (4)	—	—	—	—	—	—	—	—
5. Utility Coordination	10	16	—	26	\$2,200	\$2,176	—	\$4,376
Sub-Task								
Utility Coordination	10	16	—	26	\$2,200	\$2,176	—	\$4,376
	—	—	—	—	—	—	—	—
	—	—	—	—	—	—	—	—
	—	—	—	—	—	—	—	—
6. Final Design	66	342	—	408	\$14,520	\$46,512	—	\$61,032
Sub-Task								
65% PS&E	—	—	—	—	—	—	—	—
100% PS&E	52	264	—	316	\$11,440	\$35,904	—	\$47,344
Update Geometric Layout	10							
Prepare Demolition Xref File		8						
Prepare Demolition Plan Sheets		12						
Typical Cross Sections		8						
Profile Design	8	22						
Plan and Profile Sheets		28						
Curb Ramp and Driveway Design	10	40						
Improvement Detail Sheets		40						
Drainage System Design		32						
Drainage and Utility Xref File		12						
Drainage and Utility Plan Sheets		24						
Signing and Striping Sheets		16						
Quantity Calculation/Cost Estimate		22						
Specifications	12							
QC Review	12							
Final PS&E	12	70	—	82	\$2,640	\$9,520	—	\$12,160
Comment Review and Responses	3	4						
Update Xref Files (Geom, Prof, Demo, Drainage)		12						
Update Plan Sheets		46						
Update Estimate		8						
Update Specs	3							
QC Review	6							
E-76 Support to Town Staff	2	8		10	\$440	\$1,088	—	\$1,528
Total	100	358	—	458	\$22,000	\$48,688	—	\$70,688
Optional Task								
E-76 Construction Funding Authorizatoin Request	28	12	16	56	\$6,160	\$1,632	\$1,744	\$9,536



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/05/2023

ITEM NO: 5

DATE: November 20, 2023
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Parking Program Implementation-Wayfinding Signage (CIP No. 813-0242):
a. Approve the Plans and Specifications; and
b. Authorize Advertising the Project for Bid

RECOMMENDATION:

Parking Program Implementation-Wayfinding Signage (CIP No. 813-0242):
a. Approve the Plans and Specifications (Attachment 1); and
b. Authorize Advertising the Project for Bid.

BACKGROUND:

On December 17, 2019, the Town Council received the Comprehensive Downtown Parking Study from Dixon Resources Unlimited (DIXON). The Parking Study identified wayfinding as a strategy to efficiently manage parking, improve the visitor experience, and enhance vehicle traffic flow. On January 26, 2021, the Town Council reaffirmed the commitment to the Parking Roadmap with the adoption of the Strategic Priorities FY 2021-2023. One of the initial Town Council priorities was to enhance wayfinding signage and new parking program branding to assist visitors in finding a convenient parking space.

In November 2021, work began with Hunt Design on the Downtown Wayfinding Master Plan. Hunt Design conducted an analysis of the existing conditions and presented design styles. Through a series of collaborative meetings with Town staff, Hunt Design has developed scale models of several different styles of wayfinding and destination signage for the Town Council to consider. On March 15, 2022, Town Council approved moving forward with Design Style B as depicted in Attachment 3 Final Design Intent.

PREPARED BY: Gary Heap
Town Engineer

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

SUBJECT: Approve Plans & Specifications for Parking Program Implementation-Wayfinding Signage (CIP No. 813-0242)

DATE: November 20, 2023

DISCUSSION:

After Town Council approved moving forward with Design Style B, Town staff worked with Hunt Design to review messaging and locations for each sign type. At the conclusion of the staff review, Hunt Design came to Los Gatos on March 2, 2023 with several full-size Design Style B mockup signs to identify exact locations, sign sizes, and mounting requirements. In attendance of the mock-up walking tour was staff from Parks and Public Works, Police Department, Community Development, Economic Vitality, and the Town Manager. Hunt Design then prepared a Wayfinding Master Plan report, bid documents, and cost estimates.

Wayfinding improvement is planned as a multi-phased process with improvements to static signage first and exploration of vehicle occupancy counting and dynamic electronic signage as a future option pending identification of a funding source.

This project is different from a typical construction project since the contractor that is awarded the contract will be responsible for both the manufacturing of the signs per the Messaging Schedule (Attachment 2) and the Final Design Intent (Attachment 3) documents prepared by Hunt Design. The final design package that will be advertised includes the project specifications (Attachment 1) and the two Hunt documents referenced.

If Council approves this agenda item, the project schedule is as follows:

Advertise Project for Bid	December 8, 2023
Bid Opening	January 19, 2024
Town Council Award of Contract	February 20, 2024
Expected Notice to Proceed	March 18, 2024
Project Completion	August 30, 2024

CONCLUSION:

Approval of the recommendations would allow staff to move forward with bidding for Wayfinding Signage Project.

COORDINATION:

This report was coordinated with the Parks and Public Works Department, Office of Economic Vitality, Police Department, Community Development, and the Town Manager's Office.

SUBJECT: Approve Plans & Specifications for Parking Program Implementation-Wayfinding Signage (CIP No. 813-0242)

DATE: November 20, 2023

FISCAL IMPACT:

The cost estimate for this package of wayfinding signs is \$287,200. The adopted Fiscal Year 2023/24 – 2027/28 Capital Improvement Program (CIP) Budget for this project is shown in the table below:

Parking Program Implementation CIP No. 813-0242		
	Budget	Costs
GFAR	\$ 598,500	
Total Budget	\$ 598,500	
		Costs
Consultant and Construction Costs (Including Encumbrances)		\$ 275,420
Misc. Project Costs		\$ 892
Temp Staff Charges		\$ 1,934
Total Costs		\$ 278,245
Available Balance		\$ 320,255

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Wayfinding Sign Specifications
2. Message Schedule
3. Final Design Intent



**PROJECT
PLANS AND SPECIFICATIONS**

FOR

**Project #813-0242
Parking Program Implementation-Wayfinding
Signage**

**Bid Opening
Friday, January 19th at 2.00 PM**

Approved by Town Council for the Town of Los Gatos

Issued December 8, 2023

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Parking Program Implementation - Wayfinding Signage #813-0242

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ATTACHMENT A – Message Schedule

ATTACHMENT B – Final Design Intent including location maps

ATTACHMENT C – Blueprint for a Clean Bay

ATTACHMENT D – Storm Water Pollution Control Ordinance

PART I-BID AND CONTRACT FORMS

NOTICE TO CONTRACTORS

Electronic bids must be uploaded on the Town of Los Gatos' bidding site www.bidnetdirect.com//townoflosgatos by **2 PM on Friday, January 19, 2023** for the following project:

Project #813-0242 PARKING PROGRAM IMPLEMENTATION-WAYFINDING SIGNAGE

at which time they will be opened electronically. Bidders must register for an account on the Bidnet site www.bidnetdirect.com//townoflosgatos to submit bids electronically. Plans, Specifications, and Addendums (if any) may be viewed and downloaded free of charge via the internet at www.bidnetdirect.com//townoflosgatos. To be included on the Plan Holder's List for the Project, registered users must download the Plans and Specifications from bidding website. Bidders must verify and acknowledge all addendums before submitting a bid. Hard copies of the Plans, Specifications, and Addendums (if any) will not be provided by the Town.

Bids submitted on the Bidding portal will be opened in the Clerk's Office at 110 E. Main Street, Los Gatos, CA 95030 and publicly read aloud during a Zoom meeting after bids have closed on the day and time listed above. Please contact Janice Chin at jchin@losgatosca.gov for the Zoom link to participate. After the bid opening, bid bonds from the lowest three responsible bidders must be submitted to the Town of Los Gatos Parks and Public Works Director at 41 Miles Avenue, Los Gatos, CA 95030 and be postmarked within three business days of the bid opening date.

This following information is presented to indicate the size of the project and no warrant is made or intended as to final quantities:

The project includes removal/replacement/installation of new Wayfinding signs and posts (as needed) townwide.

All contractors and subcontractors have been required since April 1, 2015 to be registered with the Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a bid proposal or may work on a public works project unless registered with DIR.

All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). For additional information, visit the DIR website at: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Each bid must be accompanied by a Bidder's Bond executed by a corporate surety authorized to engage in such business in the State of California, payable to the Town of Los Gatos, in an amount not less than ten percent (10%) of the amount of the Base Bid. The successful bidder will be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the contract price, and a Labor and Material Bond in an amount equal to one hundred percent (100%) of the contract price. Said bonds shall also be executed by a corporate

surety authorized to engage in such business in the State of California and be made payable to the Town of Los Gatos. Original Bidder's Bond with surety seal must accompany the bid.

If the successful bidder fails, neglects, or refuses for TEN (10) calendar days after the award of the contract to enter into the contract to perform the work, the cashier's check, certified check, or Bidder's Bond accompanying the bid and the amount therein named, shall be declared forfeited to the Town and shall be collected by it and paid into its general fund. No bidder may withdraw his/her bid for a period of SIXTY (60) calendar days after the date set for the opening thereof, and the same shall be subject to acceptance by the Town during this period.

The Town reserves the right to reject any or all bids, waive any irregularities in any bids and its determination as to which bid is the lowest responsible bid and is for the best interest of the Town shall be final. The Town shall have SIXTY (60) calendar days from and after the opening of the bids within which to make its determination.

The Contractor receiving the award of the contract shall begin work within FIFTEEN (15) calendar days after receipt of the Notice to Proceed and shall diligently prosecute the same to completion within the time restrictions as listed in the technical specifications and all work shall be completed by the time allotted in the technical specifications.

The Contractor shall have **One hundred and twenty (120) working days** to complete this project (including manufacturing and installation). Working days will be counted upon the Contractor's receipt of the Notice to Proceed, as noted above.

At the time the Contractor's bid proposal is submitted, the Contractor shall possess a valid Class **A** California General Contractor's License. The Contractor shall also possess a valid Town of Los Gatos Business License at the time the contract is awarded.

The Town of Los Gatos hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, national origin, sex, religion, age or disability. **The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as recipient deems appropriate.**

Prevailing Wage. 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. For additional information see the State of California Department of Industrial Relations web page at <https://www.dir.ca.gov/public-works/prevailing-wage.html>.

For any moneys earned by the Contractor and withheld by the Town to ensure the performance of the contract, the Contractor may, at the Contractor's request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Article 8, (commencing with Section 10263), Chapter 1, Part 2, Division 2 of the Public Contract Code of the State of California.

Plans, Specifications, and Addendums (if any) may be viewed at no cost and downloaded from the Los Gatos bidding portal www.bidnetdirect.com//townoflogatos.

ATTEST:

/s/Wendy Wood, Town Clerk

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BID FORM

**TO: The Town of Los Gatos, County of Santa Clara,
 State of California, herein called Owner**

FROM: _____ , herein called Contractor

Pursuant to and in compliance with your Notice to Contractors and the Contract Documents relating to the **Project #813-0242 Parking Program Implementation-Wayfinding Signage** including Addenda No. _____, _____, _____, _____, _____, the undersigned bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with the local conditions affecting the performance and the costs of the Work at the place where the Work is to be done, and having inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the Contract Documents (including the furnishing of any and all labor and materials) and do all the work required to construct and to complete said work in accordance with the Contract Documents, and that Contractor will take in full payment therefore the amounts shown on the following unit price schedule:

A – UNIT PRICE SCHEDULE

Project #23-813-0242 Parking Program Implementation-Wayfinding Signage					
CONTRACTOR'S NAME:					
Sign Type No.	Sign Type	Unit	Quantity	Unit Cost	Extended Cost
G1	Branded Town Gateway	Ea.	1		
G2	Vertical Branded Banner	Ea.	11		
V10	Wayfinding Directional	Ea.	15		
V20	Parking Directional <i>(assumes these mount to existing posts)</i>	Ea.	16		
V30	Overhead Garage Parking	Ea.	2		
P10	Two-Posted Parking Lot ID	Ea.	10		
P20	Single-Posted Parking Lot ID <i>(two panels back to back)</i>	Ea.	10		
P25	North Side Parking Lot ID <i>(two panels back to back)</i>	Ea.	1		
P30	Parking Garage ID	Ea.	2		
P35	Parking Rules and Regulations <i>(assumes all existing posts)</i>	Ea.	19		
P37	Parking Garage Directional <i>(assumes existing posts) (2 back to back panels)</i>	Ea.	2		
P40	Pedestrian Directional <i>(assumes new posts and footings) (2 back to back panels)</i>	Ea.	13		
P40	Pedestrian Directionals <i>(assumes existing posts) (1 panel)</i>	Ea.	6		
	GRAND TOTAL		108		
<i>Sign type estimate includes installation and new posts unless otherwise noted. Signs are non-illuminated unless otherwise noted.</i>					

B. APPROXIMATE ESTIMATE

The quantities shown on this bid form are approximate only, being given as a basis for the comparison of bids, and the Owner does not, expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount or class or portion of the work as may be deemed necessary or advisable by the Director of Parks & Public Works. This bid will be rejected if bidder fails to provide a bid for each item. The Owner reserves the right to make a comparison of bids based on any combination of the above alternate bid items.

C. RESERVATION

It is understood that the Owner reserves the right to reject this bid, but that this bid shall not be withdrawn for a period of 60 days from the date prescribed for its opening.

D. SUBCONTRACTORS

Attached hereto and incorporated herein is the complete and entire list of subcontractors to be employed by the undersigned in the performance of the work.

E. NOTICE

If written notice of the acceptance of this bid is mailed or delivered personally to the undersigned within 60 days after the date set for the opening of this bid, or at any time thereafter before it is withdrawn, the undersigned bidder shall execute and deliver the Contract Documents to Owner in accordance with this bid as accepted, and will also furnish and deliver to Owner the Performance Bond, Labor and Material Bond as specified, and proof of insurance coverage as required in Part I, under "Construction Agreement," of these Specifications, all within 10 calendar days after personal delivery or after deposit in the mails, of the notification of acceptance of this bid. The above-mentioned bonds shall be satisfactory to, and on the forms approved by Owner.

Notice of acceptance or request for additional information may be addressed to the undersigned at the address set forth below.

F. DISCLOSURE

The undersigned declares that this bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded or agreed with any bidder or anyone else to put in a sham bid or to refrain from bidding; that the undersigned has not directly or indirectly sought by agreement, communication or conference with anyone to fix his/her bid price or the bid price of any other

bidder, or to fix any overhead, profit or cost element of such bid price or of that of any other bidder, or to secure any advantage against the Town of Los Gatos or anyone interested in the proposed Contract; that the only persons or parties interested in this bid as principals are those named herein; that all statements contained in this bid are true; that the undersigned has not directly or indirectly, submitted his/her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any other persons, partnership, corporation, or association except to such person or persons as have a direct financial interest in bidder's general business; and that the undersigned has not accepted any bid from any subcontractor or vendor through any bid depository, the Bylaws, Rules or Regulations of which prohibit or prevent the undersigned from considering any bid from any subcontractor or vendor, which is not processed through said bid depository, or which may prevent any subcontractor or vendor from bidding to any general contractor who does not use the facilities of or accept bids from or through such bid depository; and that the undersigned has not paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

G. WORDS AND PHRASES

Wherever in this bid an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.

H. CERTIFICATION

The undersigned certifies that the Contract Documents have been thoroughly read and understood and that, except as may be specifically noted and contained in addenda, there are no discrepancies or misunderstandings as to the meaning, purpose or intent of any provision in the Contract Documents or as to the interpretation of the same. The undersigned hereby incorporates by reference, the same as though set out in full, all provisions of the Notice to Contractors and Information for Bidders published by Owner and pertaining to the work described in this bid.

Accompanying this bid is **bidder's bond** in amount equal to at least 10% of total of the bid, naming the Owner as Obligee or Payee, as applicable.

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, give legal name of corporation, state where incorporated and names of the president and secretary thereof; if a partnership, give name of the firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, give first and last names in full.

I. LICENSING

The undersigned is licensed in accordance with State Law providing for the registration of Contractors, License No. _____. [A class "A" California Contractor's License is required.] The License expiration date is _____. No payment for work or material under this Contract will be made by Owner unless and until the Owner receives verification from the State Registrar of Contractors that the records of the Contractor's State License Board indicate the successful bidder was properly licensed at the time the Contract was awarded.

Any bidder not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, an appropriate disciplinary action by the Contractor's State License Board.

In addition, failure of the bidder to obtain and maintain proper and adequate licensing for the Contract shall constitute a failure to execute or perform this Contract and shall result in the forfeiture of the security of the bidder. The representations made herein are under penalty of perjury.

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the name of the firm shall be set forth below, together with the signatures of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his/her signature shall be placed below.

I declare under penalty of perjury that I have the authority to execute this bid form and that the foregoing is true and correct.

BIDDER: _____
(FIRM NAME)

SIGNATURE: _____ PRINTED NAME: _____

TITLE: _____ DATE: _____

ADDRESS / TELEPHONE / E-MAIL: _____

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: _____

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the Town of Los Gatos, a municipal corporation of the State of California (hereinafter called "Town") in the penal sum of 10% of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to the Town for the Project listed below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of _____ (\$ _____) dollars.

Project #813-0242 Parking Program Implementation-Wayfinding Signage

The condition of this obligation is such that a bid to the Town for this project, for which bids are to be opened on **Friday, January 19th at 2.00 PM**, has been submitted by Principal to Town:

BID TOTAL from BID SCHEDULE: _____

The quantities shown on the bid form are approximate only, being given as a basis for the comparison of bids, and the Owner does not, expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount or class or portion of the work as may be deemed necessary or advisable by the Director of Parks & Public Works.

NOW THEREFORE, if the Principal is awarded the Contract and within the time and manner required under the Specifications, after the prescribed forms are presented to the Principal for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files 2 bonds with the Town, to guarantee faithful performance of the Contract and to guarantee payment for labor and materials as provided by law as well as files insurance certificates and equal employment opportunity documentation required under the bid, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon said bond by Town, and judgment is recovered, the Surety shall pay all costs incurred by Town in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

PRINCIPAL:

SURETY:

(Seal)

(Seal)

(Seal)

(Seal)

(Seal) (Principal)

(Seal) (Principal)

(Address)

(Address)

(City, State, Zip)

(City, State, Zip)

(Phone Number)

(Phone Number)

NOTE: Attach Notary Acknowledgment for signatures of those executing for **PRINCIPAL** (owner) and **SURETY**.

CONSTRUCTION AGREEMENT

This Agreement is dated for identification this (DATE), and is made by and between the TOWN OF LOS GATOS, a California municipal corporation, whose address is 110 East Main Street, Los Gatos, California 95030 (hereinafter "TOWN"), and (Contractor Name), identified as an () and whose address is _____ (hereinafter "CONTRACTOR").

NOW, THEREFORE, the parties agree:

ARTICLE I: WORK TO BE DONE AND DOCUMENTS FORMING THE CONTRACT.

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said TOWN, and under the conditions expressed in the two bonds hereunto annexed, the said CONTRACTOR agrees with the said TOWN, at his own proper cost and expense, to do all the work and furnish all the materials and equipment necessary to construct and complete, in accordance with the plans and specifications hereinafter mentioned, in a good, workmanlike and substantial manner, under the supervision of the Town Engineer, or his, of the TOWN OF LOS GATOS, California, all the works and improvements described, mentioned and set forth in those plans and specifications on file in the Office of the Parks and Public Works of said TOWN, entitled:

" Project #813-0242 Parking Program Implementation-Wayfinding Signage"

which said plans and specifications and all the documents therein contained, including the TOWN OF LOS GATOS's Standard Provisions, are hereby specially referred to and by such reference made part of this contract.

ARTICLE II: CONTRACTOR'S ACCEPTANCE

CONTRACTOR agrees to receive and accept the prices shown on Exhibit "A" (AMOUNT), which is attached hereto and incorporated by reference herewith, as full compensation for furnishing all materials and equipment and for doing all the work described in the contract documents; also for all loss or damage as provided in the contract documents in the prosecution of the work until its acceptance by the Town Council of the TOWN OF LOS GATOS, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the contract documents, plans and specifications, and the requirements of the Town Engineer.

ARTICLE III: ACCEPTANCE BY TOWN

The said TOWN hereby promises and agrees with the said CONTRACTOR to employ, and does hereby employ the said CONTRACTOR to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth;

and the said parties for themselves their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV: COMPLETION OF AGREEMENT

Reference is made to Part I–Page 1 of the TOWN's Project Specifications Notice to Contractors which are hereby made a part of this contract. Inasmuch as the work called for under this contract concerns a needed public improvement, the time of performance and completion of this work is of the essence of this contract. It is expressly understood and agreed by the parties hereto that all the work called for under this contract, in all its parts and requirements, shall be completed thirty (30) working days from Notice to Proceed.

ARTICLE V: HOURS OF LABOR

The CONTRACTOR shall forfeit, as a penalty, to the TOWN, Twenty-Five Dollars (\$25) for each workman employed in the execution of the contract by him or by any subcontractor for each calendar day during which any workman is required or permitted to labor more than eight (8) hours in violation of the provisions of Sections 1810-1815 inclusive of the Labor Code and all amendments thereto.

ARTICLE VI: APPRENTICES

Attention is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the Labor Code governing the employment of apprentices by the CONTRACTOR or any subcontractor under him. CONTRACTOR and any of his subcontractors shall comply with the requirements of said sections of the Labor Code; CONTRACTOR shall have full responsibility for compliance with the said sections regardless of any other contractual or employment relationships alleged to exist.

Information relative to apprenticeship standards and other requirements may be obtained from the Director of Industrial Relations ex officio the Administrator of Apprenticeship, San Francisco, California or from the Division of Apprenticeship Standards at its branch offices.

ARTICLE VII: NONDISCRIMINATION

The CONTRACTOR sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts.

Failure by CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

ARTICLE VIII: INDEPENDENT CONTRACTOR

It is agreed that CONTRACTOR is an independent contractor, and all persons working for or under the direction of CONTRACTOR are CONTRACTOR's agents, servants and employees, and said persons shall not be deemed agents, servants or employees of TOWN.

ARTICLE IX: OWNERSHIP OF DATA AND DOCUMENTS

CONTRACTOR agrees that all records, specifications, data, maps, designs, graphics, writings, recordings and other tangible materials regardless of form or format, including, without limitation, electronically transmitted documents and ACAD files, and other collateral materials collected, compiled, drafted, prepared, produced and/or generated in the performance of this Agreement shall be the property of TOWN. CONTRACTOR shall regularly provide such documents to TOWN upon TOWN's request. In the event that this Agreement is terminated prior to completion of the scope of work, CONTRACTOR shall provide all such data and documents to TOWN forthwith.

ARTICLE X: INSURANCE

a. Commercial General Liability/Automobile Liability Insurance:

CONTRACTOR shall obtain and maintain Commercial General Liability insurance in the amount of Two Million Dollars (\$2,000,000) and Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. CONTRACTOR's insurance coverage shall be written on an occurrence basis.

b. Workers' Compensation Insurance:

CONTRACTOR shall obtain and maintain statutory Workers' Compensation insurance and Employer's Liability insurance in the amount of One Million Dollars (\$1,000,000) per accident.

CONTRACTOR is familiar with the Workers' Compensation laws of California (generally contained in Section 3700 of the Labor Code), including those provisions which provide for specific exemptions from the requirement that all employers must carry Workers' Compensation insurance, and CONTRACTOR maintains they are exempted under the law from the requirement to maintain Workers' Compensation insurance coverage.

In addition, during the term of any work for TOWN under said agreement: (1) CONTRACTOR will not employ any person in any manner so as to become subject to the Workers' Compensation laws of California, or (2) should CONTRACTOR become subject to the Workers' Compensation provisions of Section 3700 of the Labor Code for any reason,

CONTRACTOR shall forthwith comply with those provisions and send evidence of financial compliance to TOWN.

c. Acceptability of Insurers: Insurance is to be placed with insurers with a current *Best Rating* of A:VII unless otherwise acceptable to TOWN.

d. Verification of Coverage: Insurance, deductibles or self-insurance retentions shall be subject to TOWN's approval. Original Certificates of Insurance with endorsements shall be received and approved by TOWN before work commences, and insurance must be in effect for the duration of the contract. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to TOWN or increase the duration of the project.

e. Other Insurance Provisions:

(1) The TOWN OF LOS GATOS, its officers, officials, employees and volunteers are to be covered as additional insured by Endorsement CG 20 10 11 85 or other endorsement approved by Town Attorney for Commercial General and Automobile Liability coverage.

(2) For any claims related to this project, CONTRACTOR's insurance coverage shall be primary and any insurance or self-insurance maintained by TOWN, its officers, officials, employees and volunteers shall not contribute to it.

(3) Each insurance policy required shall be endorsed that a thirty (30) day notice be given to TOWN in the event of cancellation or modification to the stipulated insurance coverage.

(4) In the event CONTRACTOR employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of CONTRACTOR to ensure that all subcontractors comply with the same insurance requirements that are stated in this Agreement.

(5) Approval of the insurance by TOWN or acceptance of the Certificate of Insurance by TOWN shall not relieve or decrease the extent to which CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of TOWN's rights to insurance coverage hereunder.

(6) If, for any reason, CONTRACTOR fails to maintain insurance coverage that is required pursuant to this contract, the same shall be deemed a material breach of contract. TOWN, at its sole option, may terminate this contract and obtain damages from CONTRACTOR resulting from said breach. Alternately, TOWN may purchase such required insurance coverage, and without further notice to CONTRACTOR, TOWN may deduct from sums due to CONTRACTOR any premium costs advanced by TOWN for such insurance.

ARTICLE XI: HOLD HARMLESS

CONTRACTOR hereby agrees to and shall hold TOWN, its elective and appointive boards, commissions, officers, agents, registered volunteers, and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage and any other claims of any sort whatsoever, including, but not limited to, any liabilities, claims, losses, or expenses in any manner caused by, arising out of, or in connection with, either directly or indirectly, the construction or installation of the work, the guarding of the work, the use of improper materials in construction of the work, or the negligent, willful, or intentional acts or omissions by CONTRACTOR or CONTRACTOR's subcontractors, agents, or employee operations under this Agreement, whether such operations by CONTRACTOR or by any of CONTRACTOR's subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for CONTRACTOR or any of CONTRACTOR's subcontractors during the progress of the work or at any time before its completion and final acceptance, excepting suits and actions brought by the CONTRACTOR for default of this Agreement or arising from the sole active negligence or willful misconduct of the TOWN. The Town Council may retain so much of the money due to the CONTRACTOR as shall be reasonably necessary to protect the TOWN, until disposition has been made of such suits or claims for damages as aforesaid.

CONTRACTOR agrees to and shall pay TOWN's cost of defense (or, at the sole option of the TOWN, CONTRACTOR shall defend with counsel approved by the TOWN Attorney) and indemnify TOWN and its elective and appointive boards, commissions, officers, agents, and employees from any suits or actions at law or in equity arising out of the execution, adoption or implementation of this Agreement (exclusive of any such actions brought by CONTRACTOR), such indemnification to include all costs of defense, judgments, and any awards of attorneys' fees.

Should any accident or incident causing death, personal injury or property damage occur between the date CONTRACTOR is notified that its General Liability and/or Workers Compensation Insurance is canceled and the effective date of such cancellation, CONTRACTOR's obligation to indemnify, defend and save harmless the TOWN, as provided for hereinabove, shall in no manner be affected by the fact that the TOWN had not received the notice of cancellation prior to the date of such accident or incident.

ARTICLE XII: BONDING REQUIREMENT

CONTRACTOR agrees to post a Faithful Performance Bond and a payment bond for Labor and Materials, or other guarantees, in the required amounts upon bond forms provided by the TOWN, guarantying the performance of the terms of this Agreement. Surety issuing bonds for CONTRACTOR shall be approved by the U.S. Department of Treasury's Financial Management Service and shall be listed on the most current Treasury Circular 570 as contained in the Federal Register.

Contractor agrees to allow five percent of the faithful performance bond to remain in effect for a period of two years following Town Council project acceptance as guarantee for any needed

repair or replacement caused by defective materials and workmanship.

ARTICLE XIII: MAINTENANCE AND GUARANTY

CONTRACTOR shall promptly repair, replace, restore, or rebuild, as the TOWN may determine, any finished product in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during a two (2) year period subsequent to the date of final acceptance.

This article does not in any way limit the guaranty on any items for which a longer guaranty is specified or on any items which a manufacturer gives a guaranty for a longer period, nor does it limit the other remedies of the TOWN in respect to a latent defect, fraud or implied warranties. CONTRACTOR shall furnish the TOWN all appropriate guaranties or warranty certificates upon completion of the project.

ARTICLE XIV: SHORING FOR TRENCHES

If the contract specifies an expenditure of Twenty-Five Thousand Dollars (\$25,000) or greater for trenching, and if the depth of the trench is five feet (5') or more, then Section 6705 of the Labor Code shall also be applicable.

ARTICLE XV: APPLICABLE LAWS AND ATTORNEY'S FEES

This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court. Reasonable attorneys' fees of the TOWN Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

ARTICLE XVI: LIQUIDATED DAMAGES

It is mutually agreed by CONTRACTOR and TOWN that in the event that completion of the construction by CONTRACTOR under this Agreement is delayed beyond DATE, TOWN will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, CONTRACTOR shall pay to TOWN the sum of Five Hundred Dollars (\$500.00) per day in liquidated damages for each and every calendar day such delay in completion of the services under this Agreement continues beyond DATE. In the event that the liquidated damages are not paid, CONTRACTOR agrees that TOWN may deduct the amount of unpaid damages from any money due or that may become due to CONTRACTOR under this Agreement.

ARTICLE XVII: INTERPRETATION OF CONTRACT

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said CONTRACTOR, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE XVIII: AMENDMENTS AND CHANGE ORDERS

This Agreement may be amended from time to time as necessary by formal and written amendment or authorized change order executed by the Town Manager or designee and principal acting on behalf of the CONTRACTOR.

ARTICLE XIX: DBE RESPONSIBILITIES

For projects that are State or Federal funding; With respect to Disadvantaged Business Enterprises, CONTRACTOR shall do the following:

(1) Pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from TOWN. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of TOWN. This clause applies to both DBE and non-DBE subcontractors.

(2) Release all retainage owed to a subcontractor for satisfactory completion of the accepted work within thirty (30) days after TOWN's payment to CONTRACTOR. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of TOWN. This clause applies to both DBE and non-DBE subcontractors.

ARTICLE XX: PREVAILING WAGES

Prevailing Wage. 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, weekend and holiday pay, and shift pay must be paid pursuant to applicable Labor Code section.
3. The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.
4. 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.
5. In addition to submitting the certified payrolls and related documentation to the TOWN, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.
6. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
7. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered “public works contractor” with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for

maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.

- 8. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the TOWN for any fines assessed by the California Department of Industrial Relations against the TOWN for such violation, including all staff costs and attorney's fee relating to such fine.
- 9. The TOWN shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the TOWN may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

ARTICLE XXI: ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

ARTICLE XXII: PUBLIC RECORDS

The parties recognize and acknowledge that TOWN is subject to the California Public Records Act, California Government Code Section 6250 and following. Public records are subject to disclosure.

ARTICLE XXIII: NOTICES

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

CONTRACTOR NAME
ADDRESS
CITY, ST ZIP

or personally delivered to CONTRACTOR at such address or at such other addresses as CONTRACTOR may designate in writing to TOWN.

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

Nicolle Burnham
Parks and Public Works Director

TOWN OF LOS GATOS
41 Miles Avenue
Los Gatos, California 95030

or personally delivered to TOWN at such address or at such other addresses as TOWN may designate in writing to CONTRACTOR.

ARTICLE XXIV: SECTION 7106 FORM

Attached to the Agreement is a fully executed and sworn non-collusion affidavit as required by Section 7106 of the California Public Contracts Code. Said affidavit is incorporated herein by this reference.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first written above.

APPROVED AS TO CONTENT:

"TOWN":
TOWN OF LOS GATOS

Nicolle Burnham
Director of Parks and Public Works

By: _____
Laurel Prevetti
Town Manager

APPROVED AS TO FORM:

Attest:

Gabrielle Whelan, Town Attorney

Wendy Wood, CMC, Town Clerk

CONTRACTOR:

By: _____

Name:

Title: _____

Address: _____

By: _____

Tax ID No. or SSAN:

Title: _____

CONTRACTOR'S BOND FOR LABOR AND MATERIAL

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, and

_____,
incorporated under the laws of the State of _____,
and authorized to execute bonds and undertakings as Surety, are held and firmly bound unto any
and all materialmen, persons, companies or corporations furnishing materials, provisions,
provender or other supplies used in, upon, for or about the performance of the work contracted
to be executed or performed under the contract hereinafter mentioned, and all persons,
companies or corporations renting implements or machinery, or hiring crews, for or contributing
to said work to be done, and all persons who perform work or labor upon the same, and all
persons who supply both work and materials, and whose claim has not been paid by the
contractor, company, or corporations in the just and full sum of _____
Dollars (\$ _____), for the payment whereof, well and truly to be made, said Principal and
Surety bind themselves, their administrators, successors and assigns, jointly and severally firmly
by these presents.

The condition of the foregoing obligation is such that; WHEREAS, the above-bounden
Principal has entered into a certain contract attached hereto and incorporated herein by
reference as though fully set forth, with the TOWN OF LOS GATOS, to do and perform the
following work; to wit:

Project #813-0242 Parking Program Implementation-Wayfinding Signage

as required by the plans and specifications, pursuant to the award made to said contractor by
the Council of the TOWN OF LOS GATOS, on _____ 2023, as will more fully appear by
reference to the minutes of said Council of said TOWN of said date.

NOW, THEREFORE, if the above-bounden Principal, contractor, person, company, or
corporation, or his agent, or the subcontractors, fails to pay for any materials, provisions,
provender, or other supplies, or crews used in, upon, for, or about the performance of the work
contracted to be done, or for any work or labor done thereon of any kind, or for amounts due
under the Unemployment Insurance Act with respect to such work or labor, or for any amount
required to be deducted, withheld, and paid over to Franchise Tax Board, from the wages of
employees of the contractor or subcontractor, pursuant to Section 18806 of the Revenue and
Tax Code, then the Surety of this bond will also pay the same in an amount not exceeding the
sum specified in the bond; and also, in case suit is brought upon this bond, a reasonable
attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said
attorney's fee to be taxed as costs in said suit and to be included in the judgment therein
rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

This bond is executed and filed to comply with the provisions of Sections 3247, *et seq.*, of the Civil Code.

Signed and sealed this _____ day of _____, 2023.

BY: _____

BY: _____

CONTRACTOR

SURETY (Address and Phone No.)

(CORPORATE SEAL)

(SURETY SEAL)

CONTRACTOR'S BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, and _____, incorporated under the laws of the State of _____, and authorized to execute bonds and undertakings as Surety, are held firmly bound unto the TOWN OF LOS GATOS, a municipal corporation of the State of California, in the sum of _____ Dollars (\$_____), for payment whereof, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that: WHEREAS, the above-bounden Principal has entered into a certain contract attached hereto and incorporated herein by reference as though fully set forth, with the TOWN OF LOS GATOS, to do and perform the following work; to wit:

Project #813-0242 Parking Program Implementation-Wayfinding Signage

as required by the plans and specifications, pursuant to the award made to said contractor by the Council of the TOWN OF LOS GATOS, on _____, 2023, as will more fully appear by reference to the minutes of said Council of said date.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

NOW, THEREFORE, if the above-bounden Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void; otherwise, to remain in full force and effect.

Signed and sealed this _____ day of _____, 2023.

BY: _____

CONTRACTOR

(CORPORATE SEAL)

BY: _____

SURETY (Address and Phone No.)

(SURETY SEAL)

PART II-GENERAL CONDITIONS

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SECTION 1 DEFINITIONS AND TERMS

1-1.01 DEFINITIONS

Wherever in these Specifications and other Contract Documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

- A. Agency. The Town of Los Gatos, Department of Parks and Public Works.
- B. Contract Documents. The Notice to Contractors, Information for Bidders, Bid Form, Designation of Subcontractors, Agreement, Bidder's Bond, Performance Bond, Labor and Material Payment Bond, Progress Schedule, General Conditions, Equal Employment Opportunity Conditions if applicable, Technical Provisions, Plans, Specifications, and such provisions of the Standard Specifications of the State of California, Department of Transportation, dated 2010, except as specifically noted in the Technical Specifications, are hereby incorporated by reference.
- C. Contractors. The person, firm, partnership, or corporation to whom this Contract is awarded by Owner and who is subject to the terms thereof.
- D. Director of Parks and Public Works. The Director of Parks and Public Works of the Town of Los Gatos and the representative of the Director of Parks and Public Works, duly authorized and appointed by the Director of Parks and Public Works.
- E. Engineer. The Town Engineer of the Town of Los Gatos, or the representative of the Town Engineer duly authorized and appointed by the Town Engineer. In the event Owner has hired any person or corporation as an independent Contractor to act in lieu of the Town Engineer, the term "Engineer" shall be deemed to include such person or corporation.
- F. Governing Body of the Owner. The Town Council of the Town of Los Gatos.
- G. Inspector. The Inspector employed by Owner to perform inspection during construction of the work, under the direction of the Director of Parks and Public Works.
- H. Owner. The Town of Los Gatos, a municipal corporation in the State of California.
- I. Plans. The Official Plans, working drawings or exact reproductions thereof, approved by the Governing Body of the Owner which show the location, character, dimensions and details of the work on the Project and the work to be done. The Plans are to be considered as a part of the Contract Documents, complementary to the Specifications.
- J. Project. The entire public improvement proposed by Owner to be constructed in whole or in part, pursuant to this Contract.
- K. Revocable. Items noted as "Revocable" in the Proposal may be deleted entirely or in part at the sole discretion of the Town. The provision of Section 9-1.06, "Changed Quantity Payment Adjustments," shall not apply to entire or partial deletion of Revocable items.
- L. Specifications. The directions, provisions, and requirements contained herein, or contained in any Specifications referred to herein, pertaining to the method and

manner of performing the work on the Project, or to the quantities, or the quality of materials to be furnished under the Contract.

- M. Standard Specifications. The Standard Specifications of the State of California, Department of Transportation, dated 2010, except as specifically noted in the Technical Specifications.
- N. Subcontractor. A person, firm, partnership, or corporation having a direct contract with Contractor and not with Owner, for the performing of work or labor or the rendering of service to Contractor for the work.
- O. Surety. Any persons, firm, partnership, or corporation that executes as Surety on Contractor's Performance Bond or Contractor's Labor and Material Bond or Bidder's Bond.
- P. Work. Work to be performed on the Project under this Contract, including work normally done at the site of the Project plus labor and materials.

1.1.02 SPECIFICATIONS

Wherever in these Specifications the term "Standard Specifications" is used, it shall mean the State of California, Department of Transportation, Standard Specifications, dated 2010, except as specifically noted in the Technical Specifications. In case of conflict between the Standard Specifications and these Specifications, these Specifications shall take precedence over and be used in lieu of such conflicting portions.

Any item not covered in these Specifications shall be performed in accordance with the appropriate section of the Standard Specifications. Whenever in the Standard Specifications the following terms are used, they shall be understood to mean and refer to the following:

- A. Department of Public Works. The Town of Los Gatos, Department of Parks and Public Works.
- B. Director of Parks and Public Works. The Town of Los Gatos, Director of Parks and Public Works.
- C. Engineer. The Engineer is defined as acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
- D. Laboratory. The designated laboratory authorized by the Town of Los Gatos to test materials and work involved in the Contract.
- E. State. The Town of Los Gatos.

1-1.03 GENERAL

All work shall be done in conformance with the applicable provisions of the Standard Specifications except as modified herein. Payment for work, equipment and materials not specifically covered herein shall be included in the payment for related items of work. No additional payment will be made for work, equipment or materials not covered in these plans and specifications, but necessary to ensure a completed project as specified. Any plan or

method of work suggested by the Owner or the Engineer to Contractor but not specified or required, if adopted or followed by Contractor in whole or in part, shall be used at the risk and responsibility of Contractor; and the Owner and the Engineer shall assume no responsibility therefor and in no way be held liable for any defects in the work which may result from or be caused by use of such plans or method of work.

1-1.04 STATEMENT OF WORK

Furnish all labor, equipment and materials and perform all work called for in the Contract Documents and as necessary to furnish to the Town a complete project ready for use.

1-1.05 DRAWINGS

Drawings are also referred to as the Plans. One set of the Contract Plans and Specifications will be furnished without charge to the Contractor to whom the contract for the work is awarded. The Plans and Specifications are available at the Parks and Public Works, Engineering Division, 41 Miles Avenue, Los Gatos, California.

1-1.06 BUSINESS LICENSE

All Contractors, whether they be general Contractors or subcontractors, who transact or carry on business in the Town of Los Gatos, shall acquire a Business License in conformance with Chapter 14 of the Los Gatos Town Code.

1-1.07 MINORITY AND WOMEN BUSINESS ENTERPRISES

It is the policy of the Town of Los Gatos to encourage the participation of Minority and Women Business Enterprises in the bidding process for all Town contracts. Any reference using the word "his" is to be construed as meaning "his, hers, or its".

1-1.08 PROOF OF COMPETENCY OF BIDDER

Any bidder may be required to furnish evidence satisfactory to Owner that he/she and his/her proposed subcontractors have sufficient means and experience in the type of work called for to insure completion of the contract in a satisfactory manner.

1-1.09 SPECIAL NOTICE

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be or is now performed, and, so far as possible, the successful bidder must employ such methods and means in carrying out his/her work as will not cause any interruption or interference with any other Contractor.

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The bidder's attention is directed to the provisions of Section 2, "Bidding," of the Standard Specifications, all of which are applicable to this Contract.

2-1.02 LICENSES

The Contractor shall possess a valid Class "A" or Class "C-8" California Contractor's License. Failure to possess the specified license shall render the bid as non-responsive and shall act as a bar to award the Contract to any bidder not possessing said license at the time of bid and forfeiture of the bid will result. All contractors and subcontractors shall have and maintain a current and valid contractor license of the required classification from the State of California throughout the course of this project. In addition, all contractors and subcontractors working in the Town of Los Gatos must have a valid Town of Los Gatos Business License.

2-1.03 EXAMINATION OF PLANS, SPECIFICATIONS AND SITE WORK

Before submitting a bid, each bidder shall carefully read and review the Plans, Specifications, and all other Contract Documents. The bidder shall visit the site of the Project and shall fully inform himself/herself as to all existing conditions and limitations under which the work is to be performed, and he/she shall include in his/her bid a sum to cover the cost of all items necessary to perform the work as set forth in the Contract Documents. No allowance of any kind whatsoever will be made to any bidder because of lack of such examination or knowledge. The submission of a bid shall be conclusive evidence that the bidder has made such an examination.

If any person contemplating submitting a bid for the construction of the Project is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents, or finds discrepancies in, or omissions from the Plans or Specifications, he/she may submit to the Owner a written request for an interpretation or correction thereof not later than five (5) working days before the date bids will be opened. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum and will be mailed or delivered to each person receiving a set of such documents. The Owner will not be responsible for any other explanation or interpretation of the Contract Documents.

2-1.04 CONTENTS OF BID

In order to receive consideration, all bids shall be made in accordance with the following instructions:

- A. Bids shall be made upon the form provided therefor, properly executed and with all items filled out; the signature of all persons signing shall be in longhand.

- B. Blank spaces in the bid must be properly filled in, and the phraseology thereof must not be changed. Additions must not be made to the items mentioned therein. Any unauthorized conditions, limitations or provisions attached to a proposal may cause its rejection. Alterations by erasures or interlineation must be explained or noted in the bid over the signature of the bidder.
- C. Late bids will be returned to the bidder unopened.
- D. Due to COVID-19, only electronic bids will be received on the Town of Los Gatos plan room at www.losgatosplanroom.com on or before the day and hour set for the opening of bids. It is the sole responsibility of the bidder to see that the bid is received in proper time. After the bid opening, original bid bonds from the lowest three responsible bidders must be submitted to the Town of Los Gatos, Parks and Public Works Director at 41 Miles Avenue, Los Gatos, CA 95030 and be postmarked within three days of the bid opening date.

2-1.05 WITHDRAWAL OF BID

Any bidder may withdraw his/her bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids.

2-1.06 WITHDRAWAL OF BIDS AFTER OPENING

No bidder may withdraw his/her bid for a period of 60 calendar days after the date set for the opening thereof, and the same shall be subject to acceptance by the Owner during this period.

2-1.07 BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm or corporation submitting a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

2-1.08 SUBMISSION OF BIDS; AGREEMENT TO ASSIGN

In accordance with Government Code §4552, the bidder shall conform to the following requirements. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, he/she/it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under §4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchase of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

2-1.09 LIST OF SUBCONTRACTORS

Bidders must submit a list of their proposed subcontractors in compliance with §§4100-4113 of the Public Contract Code of the State of California. Forms for this designation are furnished in the Bid Documents, Part I.

2-1.10 INSURANCE

At or prior to the delivery of the signed Agreement, the Contractor shall deliver to the Owner the policies of insurance or insurance certificates as are required by the Plans and Specifications. All policies or certificates of insurance shall be approved by the Director of Parks and Public Works before the successful bidder may proceed with the work. Failure or refusal to furnish insurance policies or certificates in the form satisfactory to the Director of Parks and Public Works shall subject the bidder to penalties for delay in commencement of the Work.

2-1.11 BIDDER'S BOND

Each bid shall be accompanied by cash, a certified or cashier's check, or a bidder's bond in the sum of not less than 10% of the total aggregate of the bid and said checks or bond shall be made payable to the order of the Town of Los Gatos (herein after referred to as "Owner"). Cash and certified or cashier's checks shall not be accepted unless accompanied by a waiver of all interest on the amount paid to the Town. In case the successful bidder fails to file satisfactory bonds or provide the insurance required by the Contract Documents or refuses to enter into a contract within the specified time, he/she shall be liable for any difference by which the cost of procuring the work exceeds the amount of his/her bid and the bond or the amount of cash or check shall be available to offset such difference. If the bid is not accepted by the Owner within 60 calendar days after the date set for the opening of bids, or if the bidder to whom the contract is awarded executes and delivers to Owner the required Contract Documents and insurance, the cash, or the amount of the certified or cashier's check without interest shall be returned to the bidder.

2-1.12 GUARANTEE OF MATERIALS AND EQUIPMENT

All materials and equipment furnished, and the work performed under these Specifications and/or drawings, shall be guaranteed in writing for a period of two years from the date of final acceptance against defective material, design and workmanship. In addition, the Contractor shall guarantee in writing that the system as a whole shall be free of defects for a period of two years from the date of final acceptance, the system shall operate perfectly, and all apparatus shall perform in accordance with their individual Specifications.

The Contractor shall allow 10% of the faithful performance bond to remain in effect for a period of two years following Town Council project acceptance as guarantee for any needed repair or replacement caused by defective materials and workmanship.

2-1.13 PROPOSAL GUARANTY

The Bidder's Bond shall conform to the bond form included in the Proposal for the project and shall be properly filled out and submitted with the Proposal.

2-1.14 PRE-BID SITE INSPECTION

Prospective bidders shall carefully examine the jobsite. The submission of the bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to character, quality, and scope of work to be performed, the quantity of materials to be furnished, and as to the requirements of the proposals, plans, specifications, and the contract. All questions related to this project must be submitted in writing and received a minimum of five (5) working days prior to the bid opening date and shall be directed to:

Town of Los Gatos, Parks and Public Works Department
41 Miles Avenue, Los Gatos, CA 95030
Attention: Gary Heap, Town Engineer
Telephone: (408) 399-5773
E-mail: gheap@losgatosca.gov

SECTION 3 AWARD AND EXECUTION OF CONTRACT

3-1.01 GENERAL

The bidder's attention is directed to the provisions of Section 3, "Contract Award and Execution," of the Standard Specifications, all of which are applicable to this Contract.

3-1.02 AWARD OR REJECTION OF BIDS

The Contract, if awarded, will be awarded to the lowest responsible bidder subject to Owner's right to reject any or all bids and to waive any informality in the bids or the bidding. The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

All bids will be compared on the basis of the Bid Form of quantities of work to be done. The determination of the low bid will be based on the total base bid items of work. The contract will be awarded to the lowest responsible bidder meeting the contract requirements.

Bid protests are to be delivered to the following:

Town of Los Gatos, Parks and Public Works Department
41 Miles Avenue, Los Gatos, CA 95030
Attention: Gary Heap, Town Engineer
Telephone: (408) 399-5773
Fax: (408) 354-8529

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed. **The award of the alternative items shall depend on the maximum award amount as approved by the Town Council.**

The contract shall be executed by the successful bidder and shall be returned together with the contract bonds, to the Town so that it is received within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received the Notice of Award. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: Town of Los Gatos, Department of Parks and Public Works, 41 Miles Avenue, Los Gatos, CA 95030.

3-1.03 REJECTION OF PROPOSALS

The Town, at its sole discretion, may reject all bids. Additionally, individual proposals may be rejected if (among other things) they any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind, or a disproportionate amount of payment being made on any item of work during any phase of the project, or fail to provide a price on al bid items, including all alternates or proposals submitted which are in

strict compliance with the directions in the Notice to Contractors. The Town may, in its sole discretion, waive any informalities or minor irregularities in the bid or proposal.

Proposals not submitted in strict compliance with the directions in the Notice to Contractors may, in Town's sole discretion, be deemed non-responsive and rejected on that basis.

When proposals are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf or a member of a co-partnership, a "Power of Attorney" must be on file with the Town Clerk prior to opening bids or shall be submitted with the proposal; otherwise, the proposal may be rejected at the Town's sole discretion as irregular and unauthorized.

Proof of authority of the person or persons signing on behalf of the bidder shall be provided to the Town upon request after the bid opening.

3-1.04 SUBSTITUTION OF SUBCONTRACTORS

No Contractor whose bid is accepted shall:

- A. Substitute any person as subcontractor in place of the subcontractor listed in the original bid, except where the Town, or its duly authorized officer, may, except as otherwise provided, have consented to the substitution in any of the following situations:
 1. When the subcontractor listed in the bid after having had a reasonable opportunity to do so fails or refuses to execute a written contract, when that written contract, based upon general terms, conditions, plans and specifications for the project involved or the terms of that subcontractor's written bid, is present to the subcontractor by the Contractor.
 2. When the listed subcontractor becomes bankrupt or insolvent.
 3. When the listed subcontractor fails or refuses to perform its subcontract.
 4. When the listed subcontractors fails or refuses to meet the bond requirements of the Contractor.
 5. When the Contractor demonstrates to the Town that the name of the subcontractor was listed as the result of an inadvertent clerical error.
 6. When the listed subcontractor is not licensed at the time of bid pursuant to the Contractor License Law on non-federally funded projects or at the time of award on federally funded projects.
 7. When the Town determined that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disruption the progress of the work.

Prior to the approval of the Contractor's request for a substitution of subcontractor, the Town shall give notice in writing to the listed subcontractor of the Contractor's

request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been notified shall have 5 working days within which to submit written objections to the substitution to the Town. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution.

If a written objection is filed, the Town shall give notice in writing of at least 5 working days to the listed subcontractor of a hearing by the Town on the Contractor's request for substitution.

- B. Permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the subcontractor listed in the original bid, without consent of the Town.
- C. Other than in the performance of change orders causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of ½ of one percent of the prime contractor's total bid as to which the Contractor's original bid did not designate a subcontractor.

3-1.05 PERFORMANCE BOND AND LABOR AND MATERIALS BOND

At or prior to the delivery of the signed Agreement, the Contractor shall deliver to the Owner the Performance Bond and Labor and Material Payment Bond as are required per these Specifications. All bonds shall be on forms provided by Owner, and each shall be in an amount equal to 100% of the contract price. All bonds shall be approved by the Director of Parks and Public Works before the successful bidder may proceed with the Work. Failure or refusal to furnish bonds in the form satisfactory to the Director of Parks and Public Works shall subject the bidder to penalties for delay in commencement of the Work or revocation of the Award of Contract.

Pursuant to California Public Contract Code §22300, the Contractor will be permitted, at its request and sole expense, to substitute securities for any monies withheld by the Town to ensure performance under the contract. Said securities will be deposited either with the Town or with the state or federally chartered bank as escrow agent. Securities eligible for this substitution are those listed in California Government Code §16430 or bank or savings and loan certificate of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other mutually agreed to by Contractor and the Owner. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

3-1.06 WORKER'S COMPENSATION

Attention is directed to Standard Specifications Section 7-1.06C, "Workers' Compensation and Employer's Liability Insurance," and the following:

Before commencing work in the Town of Los Gatos, the Contractor must provide the Town with a copy of one of the following:

1. Certificate of Workers' Compensation Insurance; or
2. Certificate of consent to self-insure issued by the Director of Industrial Relations; or
3. Certificate of exemption from the Workers' Compensation Laws.

3-1.07 INSURANCE REQUIREMENTS

Attention is directed to Section 7-1.06, "Insurance." The Contractor agrees that they will assume sole and complete responsibility for job site conditions during the course of the work, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours.

In addition to any other indemnity obligation incorporated herein, the Contractor shall indemnify, defend and hold harmless Town, its agents, officers, attorneys, Employees, officials and volunteers, to the fullest extent permitted by law from any and all claims, causes of action, injuries, losses, liabilities, cost (including reasonable defense costs and attorneys' fees) or damages arising out of or related to, or alleged to arise out of or relate to the performance of this contract or any acts or omissions of Contractor, its agents, officers, employees, or anyone rendering services on their behalf, except for any claims, causes of action, injuries, losses, liabilities or damages proximately caused by the active negligence, sole negligence or willful misconduct of Town.

Notwithstanding any other indemnity provisions imposed under this contract, with respect to any design professional services provided by the Contractor, the Contractor agrees to indemnify, defend and hold harmless the Town, its officers, agents and employees from any and all claims, actions, causes of action, losses, damages, costs and liabilities of every nature, including all costs of defending any claim, caused by, pertaining or relating to, or arising out of, or alleged to have been caused by or arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, except for any claims, actions, causes of action, losses, damages or liabilities proximately caused by the sole negligence or willful misconduct of Town. The Town shall not be liable for acts of the Contractor in performing services described herein.

The foregoing indemnity provisions are intended to fully allocate all risk of liability to third-parties. No other rights of indemnity or contribution shall exist between the parties in law or in equity. The provisions set forth in this section shall survive the termination of this Agreement.

3-1.08 EXECUTION OF AGREEMENT

The form of agreement which the successful bidder, as Contractor, will be required to execute is included in the Contract Documents and must be carefully examined by each bidder. The bidder to whom the Contract is awarded by Owner shall, within 10 calendar days after *Notice of*

Award, execute and deliver to Owner one original and one counterpart of the Agreement.

3-1.09 NOTIFICATION BY CONTRACTOR

- A. The Contractor shall notify the Director of Parks and Public Works and the project inspector at least 24 hours prior to commencing work and shall comply with any Notifications or approvals mentioned in the Specifications, Part III.
- B. The Contractor shall notify residents and business owners adjacent to the Work, as noted in the Special Provisions of these Specifications.
- C. Immediately after the award of Contract by the Town of Los Gatos and where applicable and required by the Plans and Specifications, the Contractor shall notify the following agencies:

AT&T Broadband 1900 S. Tenth Street, San Jose, CA 95112 Telephone: (408) 918-3200	Santa Clara Valley Water District 5750 Almaden Expressway, San Jose, CA 95118 Telephone: (408) 395-8121 ext. 2132; Fax: (408) 395-3627
Pacific Gas and Electric Co. 10900 N. Blaney Avenue, Cupertino, CA 95014 Telephone: (408) 725-2011; Fax: (408) 725-2034	U.S.A. Cable Locator (Notify two weeks prior) Telephone: 1 (800) 227-2600
Frontier Communications 15 Montebello Way, Los Gatos, CA 95030 Telephone: (408) 354-6372; Fax: (408) 354-6377	Verizon 15900 Los Gatos Boulevard, Los Gatos, CA 95030 Telephone: (408) 358-6757; Fax: (408) 356-8756
San Jose Water Company 1221 S. Bascom Ave., San Jose, CA 95128 Telephone: (408) 279-7866; Fax: (408) 292-7868	West Valley Sanitation District 100 E. Sunnyoaks Avenue, Campbell, CA 95005 Telephone: (408) 378-2407; Fax: (408) 364-1821

3-1.10 PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be held shortly after the contract award in accordance with Section 8-1.03, "Preconstruction Conference," and Section 10-1, "General Construction Requirements." The Contractor shall prepare in advance the proposed progress schedule in accordance with Section 8-1.02, "Schedule," and Section 10-1, "General Construction Requirements," and a traffic control plan in accordance with Section 10-2, "Traffic Control."

SECTION 4 SCOPE OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES

4-1.01 GENERAL

- A. The bidder's attention is directed to the provisions of Section 4, "Scope of Work," of the Standard Specifications, all of which are applicable to this Contract.
- B. Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities," Section 8-1.05, "Time," and Section 8-1.10, "Liquidated Damages," of the Standard Specifications.

4-1.02 TIME OF COMPLETION

The Contractor shall begin work as stipulated in the Notice to Proceed.

The Contractor shall diligently prosecute the work to completion before the expiration of **THIRTY (30) WORKING DAYS** after the date of the first working day. The time of completion shall include all allowances for mobilization and total completion of all work including final punch list work and final clean up.

4-1.03 LIQUIDATED DAMAGES

Time is of the essence for completion of this project. The Contractor shall pay to the Town of Los Gatos the sum of Five Hundred Dollars (\$500.00) per day for each and every calendar day's delay in the finishing of the work in excess of working days prescribed above. Liquidated damages shall also be assessed for non-compliance with the requirements stated in "Hours of Work" under Section 10-1, "General Construction Requirements," of the Technical Specifications.

If the Work is not completed by Contractor in the time specified herein, or within any period of extension as above authorized, it is understood that the Owner will suffer damage; and it being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the Owner, as fixed and liquidated damages, and not as a penalty, the sum as stated in the Contract, and the Contractor and the Contractor's Surety shall be liable for the amount thereof; provided, however, that the Contractor shall not be charged liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (including, but not restricted to, Acts of God or of the public enemy, acts of the Government, acts of the Owner, fires, floods, epidemics, quarantine restrictions, strikes and freight embargoes).

The Contractor shall, within 10 calendar days from the beginning of any such delay, notify the Owner in writing of the cause of the delay and the amount of time extension requested, if any; whereupon the Owner shall ascertain the facts and the extent of the delay and extend the time

for completing the Work when, in its judgment and for the amount of time if any, the findings of fact justify such an extension. The Director of Parks and Public Works' determination shall be final and binding on the parties hereto.

4-1.04 LOCATION OF WORK

The Town reserves the right to add or delete from quantities of work during the project and to add or delete locations. Locations of work for this project are set out in the Plans and Specifications and incorporated herein.

Refer to maps included in ATTACHMENT B-Final Design Intent for the locations of work.

4-1.05 CHANGES TO THE WORK

The bidder's attention is directed to the provisions of Section 4, "Scope of Work," of the Standard Specifications and the following modifications, all of which are applicable to this Contract:

- A. Owner, without invalidating the Contract, may order additions to or deductions from the Work, the Contract Sum being adjusted accordingly. Any claim for extension of time cause thereby shall be adjusted at the time of ordering such change. See Section 9 of these Specifications regarding measurement and payment for increased or decreased quantities.
- B. Any alteration or alterations made in the Plans and Specifications which are a part of this Contract, or any provision of this Contract shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part hereof, and consent to make such alterations is hereby given, and the sureties to said bonds hereby waive the provisions of Civil Code §2819.
- C. In giving instructions, the Engineer shall have authority to issue written change orders not inconsistent with the purpose of the Work. All change orders require issuance of a purchase order. Except in an emergency endangering life and property, no extra work or change shall be made unless in pursuance of such written order, and no claim for an addition to the Contract Sum shall be valid unless the additional work was so ordered.
- D. Any change order that is in excess of the original Contract amount, plus any contingency, must be approved in the same manner as the original Contract.
- E. Any change order exceeding the amount of the approved budget is invalid unless and until a budget adjustment has been approved by the Town Council.
- F. Unit prices in any change order shall be the same as those unit prices in the original Contract.

4-1.06 CHANGED CONDITIONS

- A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed. If you fail to promptly notify the Engineer, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer. If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.
 2. Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.
 3. No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.
 4. No Contract adjustment will be allowed under this clause for any effects caused on unchanged work.
- B. Suspensions of Work Ordered by the Engineer
1. If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
 2. Upon receipt, the Engineer will evaluate the contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contractor will be notified of the engineer's determination whether or not an adjustment of the Contract is warranted.
 3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.
- C. Significant Changes in the Character of Work
- The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
1. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the Engineer may determine to be fair and equitable.
 2. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
 3. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

4-1.07 NOTIFICATION OF CHANGE IN CONDITION

Pursuant to Public Contracts Code §7104, when trenches or other excavations must be dug pursuant to this Contract that extend deeper than 4 feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the Owner in writing of any:

- A. Material that the Contractor believes may be material that is hazardous waste, as defined in Health & Safety Code §25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; or,
- B. Subsurface or latent physical conditions at the site differing from those indicated; or,

- C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Contract.

The Owner will promptly investigate the conditions identified by the Contractor, and if the Owner finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Owner's cost of, or the time required for, performance of any part of the work will issue a change order under the procedures described in the Contract Documents.

In the event a dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract Documents, but shall proceed with all work to be performed under the Contract Documents. The Contractor shall retain any and all rights provided either by the Contract Documents or by law which pertain to the resolution of disputes and protects between the contracting parties.

SECTION 5 CONTROL OF WORK

5-1.01 GENERAL

The bidder's attention is directed to the provisions of Section 5, "Control of Work," of the Standard Specifications, all of which are applicable to this Contract.

SECTION 6 CONTROL OF MATERIALS

6-1.01 GENERAL

The bidder's attention is directed to the provisions of Section 6, "Control of Materials," of the Standard Specifications, all of which are applicable to this Contract.

6-1.02 TOWN FURNISHED MATERIALS

Temporary "No Parking" signs shall be provided by the Town for the Contractor's use on this project.

6-1.03 SUBMITTALS

The Contractor shall submit to the Engineer the following at least three (3) working days before the pre-construction conference:

1. Construction Schedule
2. Traffic Control Plan
3. Notice to Residents, Businesses, and Schools (draft form)
4. Materials Submittals Binder
5. Storm Water Pollution Prevention Plan (SWPPP) (if applicable)

All submittals listed above must be received and processed by the Engineer prior to the issuance of the Notice to Proceed. Any exceptions or rejected submittals will be remedied and resubmitted for the Engineer's review prior to the issuance of the Notice to Proceed. Payment shall be deemed included in the various other items of work and no additional compensation shall be allowed therefore.

6-1.04 MATERIALS SUBMITTAL LIST

The materials proposed by the Contractor to be used on this contract shall be submitted for approval to the Engineer three (3) working days before the pre-construction conference.

The Contractor shall submit one (1) set of original submittals to the Engineer for approval in a three-ring binder, at least two inches in thickness, and include numbered index tabs separating each submittal. Submittal index tabs shall follow the numbering system identified in the list below. Subsequent re-submittals, including the original and all copies shall be submitted in loose-leaf form or via PDF.

Submittals and support information shall be separated and clearly labeled when submitted to the Engineer for approval. The submittal list supplied is intended to be comprehensive, but no claim for its completeness is implied and submittal of the complete list will not relieve the Contractor of supplying all the information needed or of complying with any of the other

requirements of the plans or specifications. Revised lists may be issued and items may be added to the list supplied.

Manufacturer's specifications shall be supplied along with submittal list for all applicable products on the list.

Certificates of Compliance shall be submitted in accordance with Section 6-3.05E, "Certificates of Compliance," of the Standard Specifications, including the individual material specification of these Special Provisions.

Submittals shall contain:

1. The date of submission and the dates of any previous submissions, including identification of revision or re-submittals.
2. The Project title and number.
3. Contractor identification, names of subcontractors, suppliers, and manufacturers.
4. Specification section number(s) and bid item(s) which pertain.
5. Applicable standards, such as ASTM, Federal, or Standard Specification numbers. Certified test results indicating performance of materials/products with regard to Standard Specification requirements.
6. A 5"x 3" blank space for the Engineer's stamp.
7. The Contractor is required to initial or sign the submittal, certifying the review of submittals and verification of products, field construction criteria, and coordination of the information within the submittal and the project Plans and Specifications.

The Contractor shall be required to review and approve all submittals and provide them signed as evidence thereof, prior to submitting to the Engineer for review. Submittals that are not signed by the Contractor will be rejected. Submittals shall be numbered consecutively.

The preparation of plans, drawings, and necessary documents, including submittals shall be considered as part of the requirements of other items of work and no additional compensation shall be allowed therefore.

The Engineer reserves the right to reject any item that does not fulfill the requirements of the Plans, the Standard Specifications, and the Special Provisions.

6-1.05 Record Drawings

The Contractor shall mark all project conditions, locations, configurations, and any other changes or deviations, which may vary from the plans represented on the original Contract documents, including buried or concealed construction and utility features which are revealed during the course of construction. The Contractor shall keep and maintain the said records and submit a monthly updated set of Record Drawings to the Engineer. Progress payments may be withheld until the Contractor submits the monthly updated Record Drawing to the Engineer. No

final payment will be made until the record drawings are delivered.

6-1.06 Materials Testing

Materials testing shall be done in accordance with the Plans, Specifications, and Standard Specifications.

The Contractor shall allow sufficient time for test to be conducted and results reviewed prior to continuing with the work, which may be affected by any test results.

SECTION 7 LEGAL RELATIONS AND RESPONSIBILITIES

7-1.01 GENERAL

The bidder's attention is directed to the provisions of Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications, all of which are applicable to this Contract.

7-1.02 PREVAILING WAGE

Attention is directed to Section 7-1.02K(2), "Wages," of the Standard Specifications and as determined/published by the Department of Industrial Relations for the State of California, as indicated in the following website: <http://www.dir.ca.gov/dlsr/pwd/index.htm>.

If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published rate of wage shall be in effect for the life of this contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of the contract, each successive predetermined wage rate shall apply to this contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rate expires during the life of this contract, such wage rate shall apply to the balance of the contract.

Pursuant to California Labor Code §1770, any Contractor who is awarded a public works project and intends to use a craft of classification not shown on the general prevailing wage determinations, may be required to pay the wage rate of that craft of classification most closely related to it as shown in the general determinations effective at the time of the calls for bids.

Statutory provisions for penalties for failure to pay prevailing wages and for failure to comply with state wage and hour laws will be enforced. Eight hours of labor constitutes a day's work. The Contractor must comply with the statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification and their availability for inspection.

7-1.03 PAYROLL RECORDS

The Contractor shall comply with Section 7-1.02K(3), "Certified Payroll Records," of the Standard Specifications. It shall be amended to include:

Certified payroll records shall be submitted weekly for the life of the project to a representative

of the body awarding the contract. Electronic certified payroll records must be submitted weekly or at the conclusion of each payroll period directly to the Labor Commissioner using DIR's online system.

7-1.04 LABOR NONDISCRIMINATION

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

Attention is directed to the following "Nondiscrimination Clause" that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NONDISCRIMINATION CLAUSE

1. During the performance of this contract, the Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. The Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS (GOV. CODE, SECTION 12990)

These specifications are applicable to all state Contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

1. As used in the specifications:

- a. Administrator” means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing or any person to whom the Administrator delegates authority;
- b. “Minority” includes:
 - i. Black (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
 - ii. Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);
 - iii. Asian/Pacific Islander (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and
 - iv. American Indian/Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).
2. Whenever the Contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard Specifications Construction Contract, either directly or through incorporation by reference.
3. The Contractor shall implement the specific nondiscrimination standards provided in paragraph 6(a) through (e) of these Specifications.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women, shall excuse the Contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.
5. In order for the non-working training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The Contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor must be able to demonstrate fully its efforts under Steps (a) through (e) below:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment.
 - b. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - c. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
 - d. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
7. The Contractors are encouraged to participate in voluntary associations, which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar groups of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the Contractor actively participates in the group, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.
 8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and non-minority.
 9. The Contractor shall not use the nondiscrimination standards to discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical handicap, medical condition, marital status or age over 40.
 10. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
 11. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.

12. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

NOTE: Authority cited: Sections 12935(a) and 12990(d), Government Code. References: Section 12990, Government Code.

7-1.05 LEGAL RELATIONS AND RESPONSIBILITY

- A. *Notices.* Any notice from one party to the other under this Contract shall be in writing and shall be dated and signed by the party giving such notice, or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:
 1. If the notice is given to Owner, it must be by personal delivery thereof to the Director of Parks and Public Works or by depositing the same in the United States mails, enclosed in a sealed envelope, addressed to Owner for the attention of said Director of Parks and Public Works, 41 Miles Avenue, Los Gatos, California 95030, postage prepaid and registered;
 2. If the notice is given to the Contractor, it must be by personal delivery thereof to the Contractor, or to the Contractor's foreman at the site of the work, or by depositing the same in the United States mails, enclosed in a sealed envelope addressed to the Contractor at the Contractor's regular place of business or at such other address as may have been established for the conduct of the work, postage prepaid and registered; or
 3. If the notice is given to the Surety or any other person, by personal delivery to such Surety or by depositing the same in the United States mails, enclosed in a sealed envelope, addressed to such Surety or person at the address of such Surety or person last communicated by him to the party giving the notice, postage prepaid and registered; and
 4. The effective date of such notice(s) shall be the date personal delivery is made or the date shown on the return receipt of the registered mailed notice.
- B. *Entire Contract.* No verbal agreement or conversation with any officer, agent or employee of Owner, either before, during or after the execution of this Contract, shall affect or modify any of the terms or obligations contained in the Contract

Documents, nor shall such verbal agreement or conversation entitle the Contractor to any additional payment whatsoever under the terms of this Contract.

7-1.06 EMPLOYMENT OF APPRENTICES

- A. Attention is directed to the provisions of Labor Code §§1777.5 and 1777.6 concerning the employment of apprentices by the Contractor or any subcontractor under Contractor. Section 1777.5 does not apply to contracts less than \$30,000.
- B. Section 1777.5 requires the Contractor or subcontractor, employing workers in any apprenticeable craft or trade, to apply to an apprenticeship program near to the site of the public works project that administers the apprenticeship program in that craft or trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeypersons that will be used in the performance of the contract. Section 1777.5 also requires submission of specified award information to the apprenticeship program.
- C. The ratio of apprentices to journeypersons in such cases shall not be less than 1 to 5, except that the joint committee may grant a certificate, subject to the approval of the Administrations of Apprenticeship, exempting a Contractor from the 1 to 5 ratio, when it finds that any one of the following conditions are met;
 - 1. In the event unemployment for the previous 3-month period in such area exceeds an average of 15%, or
 - 2. In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
 - 3. If there is a showing that the apprenticeable craft or trade is replacing at least 1/13th of its journeyperson annually through apprenticeship training, either on a statewide basis, or on a local basis, or
 - 4. If assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize apprentice's life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.
- D. The Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1 to 5 ratio upon proper showing by the Contractor that it employs apprentices in a specific apprenticeable craft or trade in the state on all its contracts on an annual average if not less than 1 apprentice to each 5 journeypersons.
- E. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if the Contractor employs registered apprentices or journeypersons in any apprenticeable trade on such contracts, and if other Contractors in the area of the public works site are making such contributions.
- F. The Contractor and any subcontractor under Contractor shall comply with the requirements of §§1777.5 and 1777.6 in the employment of apprentices.
- G. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations ex officio

the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

- H. Responsibility for compliance with this section and this section's reference to the Standard Specifications lies with the Contractor.

7-1.07 PUBLIC SAFETY

The following paragraphs are hereby added to Section 7-1.04, "Public Safety," of the Standard Specifications:

The Contractor shall maintain a safe workplace throughout the job including, but not limited to, maintenance of barricades, maintenance of safe pedestrian walkways and handicap access throughout or around the project site, and maintenance of pavement within the limits of the roadway and driveways with a suitable traffic-bearing surface. The Contractor shall fulfill the requirements of this section 24 hours per day, seven days a week, including holidays, from the time of the Notice to Proceed is issued until the project is formally accepted.

7-1.08 ADDITIONAL SURETIES

If at any time during the continuance of the Contract the Sureties, or any of them, shall, in the opinion of the Owner, become irresponsible, the Owner shall have the right to require additional and sufficient Sureties which the Contractor shall furnish to the satisfaction of the Owner within 10 working days after notice.

7-1.09 INSURANCE

Bidders' attention is directed to the insurance requirements below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

The Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid and shall not be otherwise recoverable from Owner.

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - 1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form GC 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
 3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
- B. Minimum Limits of Insurance. The Contractor shall maintain limits no less than:
1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/Location or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 3. Workers' Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- C. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Town of Los Gatos. At the option of the Town of Los Gatos, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town of Los Gatos, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- D. Other Insurance Provision. The policies are to contain, or be endorsed to contain the following provision:
1. General Liability and Automobile Liability Coverages
 - a. The Town of Los Gatos, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contracts, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town of Los Gatos, its officers, officials, employees, or volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the Town of Los Gatos, its officers, officials, employees, and volunteers. Any insurance or self-insurances maintained by the Town of Los Gatos, its officers, officials, employees, or volunteers shall be excess of the Contractors Insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town of Los Gatos, its officers, officials, employees, or volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Town of Los Gatos, its officers, officials, employees, or volunteers for losses arising from work performed by the Contractor for the Town of Los Gatos.
 3. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt required, has been given to the Town of Los Gatos.
- E. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than B+.
 - F. Verification of Coverage. The Contractor shall furnish the Town of Los Gatos with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the Town of Los Gatos. Where by statute, the Town of Los Gatos' workers' compensation-related forms cannot be used, equivalent forms approved by the State Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the Town of Los Gatos before work commences. The Town of Los Gatos reserves the right to require complete, certified copies of all required insurance policies, at any time.
 - G. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
 - H. Indemnification. The Contractor shall save, keep and hold harmless 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 Contractor, or any of the Consultant's officers, employees, or agents or any subcontractor.

7-1.10 CONTRACT DOCUMENTS ON SITE

The Contractor shall maintain on the job site an official set of Contract Documents, available at all times to the Director of Parks and Public Works, Inspector, or their representatives.

7-1.11 COORDINATION OF WORK WITH OTHER CONTRACTS

The Contractor must ascertain to the Contractor's own satisfaction the scope of the Work and the nature of any other Contracts that have been or may be awarded by the Owner in the prosecution of the Work, to the end that the Contractor may perform this Contract in the light

of such other Contracts, if any. Nothing herein contained shall be interpreted as granting to the Contractor exclusive occupancy of the site of the work. The Contractor shall not cause any unnecessary hindrance or delay to any other Contractor working on any project which encompasses the Work. If the performance of any Contract for the work is likely to be interfered with by the simultaneous execution of some other Contract or Contracts, the Owner shall decide which the Contractor shall cease work temporarily and which the Contractor shall continue or whether the work can be coordinated so that the Contractors may proceed simultaneously. The Owner shall not be responsible for any damage suffered or extra costs incurred by the Contractor resulting directly or indirectly from the award or performance or accepted performance of any other Contract or Contracts on the Work or caused by any decision or omission of Owner respecting the order of precedence in the performance of the Contracts awarded for the completion of the Work.

The Owner reserves the right to do the Work with its own forces or to let other Contracts for work on or contiguous to the Work set forth in the Plans and Specifications.

7-1.12 TRAFFIC CONTROL PLAN AND DEVICES

The Contractor shall supply, place, and maintain all necessary traffic control devices during construction in accordance with the applicable requirements of the Standard Specifications and Section 10-2, "Traffic Control."

7-1.13 EQUIPMENT AND MATERIAL REPLACEMENT

- A. The Contractor shall replace at Contractor's cost and expense any piece of equipment, or part thereof, or any material furnished under these Specifications, which fails because of defective material or workmanship, within 2 years following completion and acceptance of the Work.
- B. All decisions regarding acceptable equipment or installation shall be made by the Director of Parks and Public Works, and the Director of Parks and Public Works decision shall be final.

7-1.14 PUBLIC SAFETY – NOISE

It shall be the Contractor's responsibility to keep noise pollution due to construction activities as low as possible. In no case shall noise levels produced by the Contractor exceed either of the following maximums:

- A. No individual piece of equipment shall produce a noise level exceeding 85dBA at a distance of 25 feet.
- B. The noise level at no point outside of the property line or temporary construction area shall not exceed 85 dBA. No equipment violating these standards will be allowed to operate.

In no case shall the Contractor's operations violate the noise ordinance (Chapter 16) of the Town Code.

7-1.15 EQUAL EMPLOYMENT OPPORTUNITY POLICY

From and after the award of the Contract and during the course of the work on the project, the Contractor shall comply with the following Equal Employment Opportunity Conditions. The Contractor adopts and accepts as its operating policy the following statement:

"It is the policy of this company to assure that applicants are employed and that employees are treated during employment without regard to their race, religion, sex, color, or national origin. Such action shall include employment, upgrading, demotion, transfer, recruitment and recruitment advertising, termination, pay, and selection for training, including apprenticeship."

7-1.16 EQUAL EMPLOYMENT OPPORTUNITY OFFICER

The Contractor shall designate and make known to the Director of Parks and Public Works an Equal Employment Opportunity Officer capable of administering and promoting an active Contractor program of equal opportunity who will be assigned adequate authority and responsibility to do so.

7-1.17 DISSEMINATION OF POLICY

All members of the Contractor's organization with authority to hire, supervise, promote, and terminate employees, or who recommend such action, shall be made fully cognizant of and shall implement the Contractor's Equal Employment Opportunity policy: The following actions shall be taken as a minimum:

- A. Periodic meetings of supervisory personnel shall be conducted before start of work and at least once every 3 months for the purpose of reviewing and explaining the Contractor's Equal Employment Opportunity Policy and its implementation. The meetings shall be conducted by the Equal Employment Opportunity Officer or other knowledgeable company officials.
- B. All new supervisory employees shall be indoctrinated as to the Contractor's Equal Employment Opportunity obligations within 30 calendar days following their reporting for duty with the Contractor.
- C. The Equal Employment Opportunity Officer or appropriate company official will instruct all employees engaged in recruitment and hiring as to the methods followed by the Contractor in recruiting and hiring qualified employees.

7-1.18 RECRUITMENT

- A. When advertising for employees, the Contractor shall include in all advertisements for employees the notation *An Equal Opportunity Employer*. It shall insert all such advertisements in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- B. If the Contractor does not restrict individuals who are hired as employees exclusively to those who are related by blood or marriage to persons possessing an ownership interest in the Contractor's business, in those case where the Contractor is not precluded therefor by a valid collective bargaining agreement, systematic and direct recruitment shall be conducted through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor shall, through its Equal Employment Opportunity Officer, identify sources of potential minority group employees and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.
- C. If the Contractor does not restrict individuals who are hired as employees exclusively to those who are related by blood or marriage to persons possessing an ownership interest in the Contractor's business, the Contractor shall encourage present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants shall be provided to such employees.

7-1.19 PERSONNEL ACTIONS

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

- A. The Contractor shall conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- B. The Contractor shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- C. The Contractor shall periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor shall promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- D. The Contractor shall investigate all complaints of alleged discrimination made to the Contractor in connection with its obligations under this contract, shall attempt to resolve such complaints, and shall take appropriate corrective action. If the investigation indicates that the discrimination may affect persons other than the

complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor shall inform every complainant of all of his/her avenues of appeal.

7-1.20 TRAINING AND PROMOTION

If the Contractor does not restrict individuals who are hired as employees exclusively to those who are related by blood or marriage to persons possessing an ownership interest in the Contractor's business, programs designed to increase the skills of all employees and applicants for employment shall be promoted as follows:

- A. Consistent with its manpower requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, such as pre-apprenticeship, apprenticeship, and/or on-the-job training programs for the geographical area of contract performance.
- B. The Contractor shall advise employees and applicants for employment of available training programs and entrance requirements for each.
- C. The Contractor shall periodically review the training and promotion potential of employees and shall encourage eligible employees to apply for such training and promotion.

7-1.21 UNIONS

If the Contractor relies in whole or in part upon unions as a source of Contractor's work force, the Contractor shall use its best efforts to incorporate an Equal Employment Opportunity clause into all union agreements which defines responsibilities for non-discrimination in hiring, referral, up-grading and training, and otherwise implements an affirmative anti-discrimination program in terms of the union's specific areas of skill and geography, to the end that all qualified workers will be available and given an equal opportunity for employment, and such unions will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin.

In the event a union is unable to refer applicants as requested by the Contractor within the time limit set forth within the union agreement, the Contractor shall, through its recruitment procedures, fill the employment vacancies without regard to race, color, religion, sex or national origin, making full efforts to obtain qualified persons.

7-1.22 SUBCONTRACTING

The Contractor shall use its best efforts to assure subcontractor compliance with their Equal Employment Opportunity obligations.

7-1.23 DEBARRED CONTRACTORS AND SUBCONTRACTORS

Pursuant to Public Contract code § 6109, Contractors and subcontractors who are ineligible pursuant to Labor Code §§ 1777.1 and 1777.7 are prohibited from work on the project

7-1.24 NOTICES AND POSTERS

The Contractor shall make known its Equal Employment Opportunity responsibilities under this Contract by the following methods:

- A. Executed copies of the Contractor's *Fair Employment Practices Statement* shall be:
 - 1. Conspicuously posted in all areas where job applicants and potential employees appear for purposes of gaining employment by the Contractor;
 - 2. Conspicuously posted on all employee bulletin boards and in other areas where employees of the Contractor congregate; and,
 - 3. Transmitted to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, and to all other sources or employee referrals, including schools and employment agencies.
- B. Posters containing the following wording shall be conspicuously posted in all areas where job applicants and potential employees appear for purposes of gaining employment by the Contractor: "(NAME OF CONTRACTOR)" is an Equal Employment Employer."
- C. The Contractor's Equal Employment Opportunity policy, as described in these Specifications, and shall be distributed in written form to all employees.

7-1.25 FAIR EMPLOYMENT PRACTICES STATEMENT

The Contractor shall execute the following Fair Employment Practices Statement:

"Fair Employment Practices Statement": (Name of Contractor) is an Equal Employment Opportunity Employer, as such has adopted the policy and will take affirmative action to employment without regard to their race, color, religion, ancestry or national origin. On (Date), (Name of Contractor) was awarded a public works contract by the Town of Los Gatos, a municipal corporation situated in the County of Santa Clara, State of California, for the work of (Name of Contract). Under said Contract (Name of Contractor) has agreed to comply with those Equal Employment Opportunity Conditions described in Section 7 of the Contract Documents for said project, and has agreed, among other things, that damages will be paid to the Town in event it is found that the requirements of said Conditions have not been satisfied.

Dated: _____

Signed: _____

7-1.26 RECORDS

The Contractor shall keep such records as are necessary to determine compliance with its Equal Employment Opportunity obligations under this Contract. Such records shall be retained for a

period of 2 years following completion of the project. Such records show:

- A. The number of minority and non-minority group members employed in each work classification on the project.
- B. The efforts and progress being made in cooperation with unions to increase minority group employment opportunities (applicable only to Contractors who rely in whole or in part on Unions as a source of their work force).
- C. The efforts and progress being made in locating, hiring, training, qualifying, and upgrading employees.

The above-described records, together with the Contractor's records of employment, employment advertisements, application forms, and other pertinent data shall, upon request, be opened to inspection and copying by the Director of Parks and Public Works or the Director of Parks and Public Works authorized representative, or any other agency of the State of California designated by the Director of Parks and Public Works, for purposes of investigating whether the Contractor has complied with the Equal Employment Opportunity conditions of this Contract.

7-1.27 REPORTS

Between the date of the award of the Contract and the date of the commencement of work on the project, the Contractor shall in conformity and compliance with the directions of the Director of Parks and Public Works, submit to the Director of Parks and Public Works a basic compliance report which shall include the following:

- A. The name, business address and telephone number of the Contractor's Equal Employment Opportunity Officer.
- B. An executed copy of the Contractor's Fair Employment Practices Statement.
- C. A description of the Contractor's sources of potential employees, and the identity of the person or persons who have responsibility for determining who the Contractor will hire and whether or not to hire.
- D. Such evidence as is required by the Director of Parks and Public Works, showing that the Contractor has notified all supervisors, foremen, and other personnel officers, in writing, of the content of the Contractor's Equal Employment Opportunity policy.
- E. Such evidence as is required by the Director of Parks and Public Works showing that the Contractor has transmitted its *Statement of Fair Employment Practices* to all sources of employee referrals.
- F. Such evidence as is required by the Director of Parks and Public Works showing that the Contractor has posted bulletins, posters, and the *Fair Employment Practices Statement* in the manner required by these Equal Employment Opportunity Conditions.

7-1.28 BREACH OF EQUAL EMPLOYMENT CONDITIONS

In the event the Director of Parks and Public Works, as a result of supervising the Contractor's performance under the Contract or after investigating a complaint by a third party, finds that the Contractor is or has been in violation of its agreement to comply with these Equal Employment Opportunity Conditions, notice of such violations shall be filed with the Director of Parks and Public Works and given to the Contractor by depositing same in the United States mail, postage prepaid, addressed to the last known business address of the Contractor, with return receipt requested. Not later than 15 calendar days after the filing of said notice with the Director of Parks and Public Works, a hearing shall be held by the Town Council for the purpose of ascertaining whether the charges contained in the notice are true, and, if true, whether the Contractor has failed to make a reasonable and substantial effort to comply with these Equal Employment Opportunity Conditions. Notice of the time and place of said hearing shall be given the Contractor not less than 5 days prior thereto in the same manner as the notice of violations is given. During said hearing, the Town Council shall receive and consider any evidence offered by the Director of Parks and Public Works, the Contractor, and any third party. At the conclusion of said hearing, the Town Council shall determine the matter and its determination shall be final.

If after the hearing above described the Town Council determines that the Contractor has failed to comply with these Equal Employment Opportunity Conditions, and has failed to make a reasonable and substantial effort to comply with said conditions, the Contractor shall be deemed in material breach of the Contract. It is understood that the Owner will have suffered damage by virtue of said breach; and it being impractical and unfeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to Owner, as fixed and liquidated damages, and not as a penalty, the sum of \$50.00 for each calendar day during which the Contractor is found to have been in noncompliance. Such monies may be recovered from the Contractor and its Surety. The Owner may deduct any such damages from monies due the Contractor.

7-1.29 DISQUALIFICATION FROM FUTURE CONTRACTS

A finding by the Town Council that the Contractor has failed to comply with these Equal Employment Opportunity Conditions and has failed to make a reasonable and substantial effort to so comply, or a finding of willful violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act, or similar provisions of Federal law or Executive Order, in the performance of work on the project shall be deemed a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which the Contractor may submit bids. A finding of willful violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act shall be deemed to have occurred upon receipt by the Owner of written notice from the California Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated said Fair Employment Practices Act and has issued an order under Government Code §12970, or obtained judgment and order of enforcement under Government Code §12973.

7-1.30 OTHER REMEDIES

Nothing contained in these Equal Employment Opportunity Conditions shall be construed in any manner or fashion so as to prevent the Owner from pursuing any other remedies that may be available at law or in equity.

7-1.31 PUBLIC WORKS CONTRACTS; ASSIGNMENT TO AWARDING BODY

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act ([15 U.S.C. Sec. 15](#)) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract (California Public Contract Code §7103.5). This assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

7-1.32 UNFAIR BUSINESS PRACTICE CLAIMS

Pursuant to Public Contract Code § 7103.5, the Contractor agrees to assign all unfair business practices claims under the Clayton Act and the Cartwright Act to the Town of Los Gatos.

7-1.33 CLAIMS

The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless the Contractor shall have given the Engineer due written notice of potential claim specified in the Standard Specifications and these Special Provisions.

The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and insofar as possible, the amount of the potential claim. The notice as above required must have been given to the Engineer prior to the time that the Contractor shall have performed the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within 10 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim. Town may request additional information from Contractor regarding the Contractor's claim which shall be provided to the Town within 10 days of the request. If the Contractor fails to provide notice as stipulated in this section, the Claim will be considered invalid, and no compensation will be allowed therefore.

It is the intention of this section that differences between parties arising under and by virtue of the contract be brought to the attention of the Engineer at the earliest possible time in order

that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that they shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

In addition to the written notice of potential claim, the Contractor shall submit written statement of all claims arising under or by virtue of the contract so that the Engineer receives the written approval or statement of claims no later than close of business of the thirtieth (30th) day after receiving the proposed final estimate. If the thirtieth (30th) day falls on a Saturday, Sunday, or legal holiday, then receipt of the written approval or statement of claims by the Engineer shall not be later than close of business of the next business day. No claim will be considered that was not included in the written statement or claims, nor will any claim be allowed as to which a notice or protest is required under these provisions in Section 4-1.05, "Changes and Extra Work," Section 4-1.06, "Differing Site Conditions," Section 5-1.36D, "Nonhighway Facilities," Section 5-1.43, "Potential Claims and Dispute Resolution," and Section 8-1.10, "Liquidated Damages," of the Standard Specifications unless the Contractor has complied with the notice or protest requirements in those sections.

Claims filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of said claims. If additional information or details are required by the Engineer to determine the basis and amount of the claims, the Contractor shall furnish additional information or details so that the additional information or details are received by the Engineer no later than the fifteenth (15th) day after receipt of the written request from the Engineer. If the fifteenth (15th) calendar day falls on a Saturday, Sunday or legal holiday, then receipt of the information or details by the Engineer shall not be later than close of business of the next business day. Failure to submit the information and details to the Engineer within the time specified will be sufficient cause for denying the claim.

The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to those records shall be sufficient cause for denying the claims.

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any claim for overhead shall also be subject to audit by the Town at its discretion.

Any costs or expenses incurred by the Town in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the Town within the meaning of the California False Claims Act.

The Engineer will make the final determination of any claim which remains in dispute after completion of the claim review. The Contractor may be allowed to make a presentation in support of those claims.

Upon final determination of the claims, the Engineer will then make and issue the Engineer's final estimate in writing and within 30 days thereafter the Town will pay the entire sum, if any, found due thereon. That final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefore, except as otherwise provided in Section 5-1.27, "Records," and Section 9-1.21, "Clerical Errors," of the Standard Specifications.

SECTION 8 PROSECUTION AND PROGRESS

8-1.01 GENERAL

The bidder's attention is directed to the provisions of Section 8, " Prosecution and Progress," of the Standard Specifications, all of which are applicable to this Contract, except that it shall be the bidder's responsibility to contact the utility companies and to determine for itself what, if any utility construction, removal, alteration or relocation work might delay or otherwise affect its operations under this Contract, and the Contractor shall not be entitled to any compensation for such delay or effect, except that time extensions may be granted, at the option of the Engineer as provided for in the Standard Specifications and these Specifications.

8-1.02 PROGRESS SCHEDULE

Prior to beginning work, the Contractor shall submit to the Engineer for approval a detailed construction schedule for accomplishing the Work within the time allowed.

The detailed construction schedule shall include evidence of a capable work force, availability of construction materials and ability to prosecute the Work diligently to completion.

As a minimum, the construction schedule shall identify all major tasks necessary to complete the Work, shall indicate when each such task will be started and how many working days will be used in completing it, shall indicate the time relationship among the activities, and shall indicate the amount of each Contract item that will be completed after each 10% increment of Contract time has elapsed.

Whenever performance falls behind the approved construction schedule rates, the Contractor shall, by the next day, submit to the Engineer for approval, a revised construction schedule indicating how the remaining work will be completed within the remaining time.

The Contractor shall also submit to the Engineer each Friday a detailed plan and schedule for the proposed construction during the following week.

If and when the Engineer determines that the Contractor will exceed the Contract time allowance, plus approved time extensions, the Engineer shall suspend further payments due the Contractor until such time as the revised construction schedule is approved and the Contractor demonstrates satisfactory progress in accordance with the approved revised schedule.

Full compensation for providing, updating, and revising the project schedule shall be considered as included in the contract unit prices paid for the various items of work required to be listed in the progress schedule and no further compensation will be made therefor.

8-1.03 START OF WORK AND TIME OF COMPLETION

The Contractor shall mobilize within the time frame set forth in the Notice to Proceed and the Special Provisions. Entire contract shall be completed within the time set forth in the Notice after Contractor's receipt of said Notice.

8-1.04 LIQUIDATED DAMAGES

Liquidated damages will be assessed as noted in Section 4 of the Special Provisions for each calendar day any work remains incomplete beyond the time fixed above for completion.

8-1.05 ADJUSTMENT AND PRESERVATION OF UTILITIES

This section is supplemental to the Standard Specifications. In case of conflict, these conditions shall govern insofar as applicable.

It shall be the sole responsibility of the Contractor to pothole and verify the exact locations and depths of all utilities prior to making borings or excavations. Power poles and overhead wires shall be protected. Call Underground Service Alert (USA) at 1-800-227-2600 prior to any digging.

The Contractor shall notify the Engineer of the Contractor's findings in writing where possible conflicts may exist.

The Contractor shall bear full responsibility for all damages and cost of repairs to existing utilities and surface improvements that are to remain or not in direct conflict. If any utilities or improvements, including sprinklers, are damaged during the course of construction, all expenses, or whatever nature, arising from the restoration of improvements to its original conditions shall be borne by the Contractor, and no additional compensation shall be allowed therefor.

Any damaged, broken or cracked utility boxes must be brought to the attention of the Public Works Inspector prior to construction or the Contractor shall assume liability for the damaged boxes.

Unless otherwise indicated on the drawings or specified herein, the Contractor shall maintain in service all water, gas, and sewer lines and any lighting, power, and telephone surface and sub-surface structures of any nature that may be affected by the work.

If the Contractor fails to maintain and protect such facilities, the Town of Los Gatos reserves the right, if requested by the owners of the utilities, to permit the Owner to move or maintain the utilities at the Contractor's expense.

Should it become necessary in the performance of the work to disconnect or re-route any underground utility due to a direct conflict with the new work, Contractor shall inform the respective utility company involved.

8-1.06 SUPERVISION

The Contractor shall have a qualified superintendent on the job site at all times when the work is in progress. The Contractor shall submit the superintendent's name and resume of experience to the Engineer for approval at the pre-construction meeting.

8-1.07 PRE-CONSTRUCTION CONFERENCE

The Contractor shall arrange for a pre-construction conference meeting with the Engineer. This meeting shall be held at least one (1) week before the Contractor intends to start construction.

At the pre-construction conference, the Contractor shall provide the Engineer with the name(s) and telephone number(s) of the Contractor's personnel who can be reached and who can respond during non-working hours in the event of an emergency or other contingency requiring the Contractor's immediate attention.

SECTION 9 MEASUREMENT AND PAYMENT

9-1.01 GENERAL

The bidder's attention is directed to the provisions of Section 9, "Payment," of the Standard Specifications, all of which are applicable to this Contract.

9-1.02 MEASUREMENT AND PAYMENT

- A. Payment for Increased or Decreased Quantities. Should there be any variance between the estimated amount of the work to be done and the actual amount of authorized work performed, the provisions of Section 4. "Scope of Work," which provide for an adjustment of the unit price by reason of overruns or underruns in excess of 25% of the Engineer, shall apply.

It is the Contractor's responsibility to continually analyze and apply the estimated quantities provided in the Contract Documents and to use the knowledge gained from site visits, construction, and professional experience, to update the estimated quantities as the work progresses. If and when the Contractor reaches 90% of the estimated quantities of materials required for any portion of the work as specified in the Plans and Specifications and has any reasonable belief that the Contractor will be required to exceed those estimated quantities by more than 10%, the Contractor shall provide written notice to the Owner of the possibility and the estimated quantities required to complete the work. If the Contractor fails to provide that written notice before delivering materials in excess of the originally estimated quantities, the Contractor shall not be entitled to any additional compensation or payment for the additional work or materials needed for the additional materials above 110%, but nevertheless shall be required to complete the Work.

- B. Progress Payments. On or before the 20th day of each month, the Contractor shall prepare and forward to Owner an estimate, in writing, of the total amount of the work completed in place, and the value thereof as of the 15th day of each month.

The Owner shall retain 5% of such estimated value of the work completed in place, unless otherwise approved by the Engineer, and shall pay to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments, and all sums to be kept or retained under the provisions of this Contract. No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

Work completed in place, as estimated, shall be an estimate only, and no inaccuracy or error in said estimates shall operate to release the Contractor or any Surety from damages arising from such work or from enforcing each and every provision of this Contract, and the Owner shall have the right subsequently to correct any error made in any estimate for payment. The Contractor shall not be entitled to have any payment

estimates processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction concerning the work or any portion thereof given by Owner or the Engineer are not addressed. In addition to the amount which Owner may retain, as provided herein above, the Owner may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor as in its judgment may be necessary to cover:

1. Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished in or about the performance of the work on the project under this Contract;
2. For defective work not remedied;
3. For failure of the Contractor to make proper payments to any of the Contractor's subcontractors;
4. A reasonable doubt that the Contractor will complete the work within the agreed time limits;
5. Costs to the Owner resulting from failure of Contractor to complete the work within the proper time;
5. Damage to other work on property;
6. Potential liquidated damages.

Whenever the Owner shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefor shall be given the Contractor, and when the Contractor shall remove the grounds for such withholding, the Owner will promptly pay the Contractor the amount so withheld.

- C. Progress Payment Requests. Pursuant to Public Contracts Code §20104.50, the Owner will promptly process all requests for progress payments pursuant to this Contract. As to any undisputed payments that are made more than 30 days after receipt of an undisputed and properly submitted payment request from the Contractor, the Owner will pay interest equivalent to the legal rate set forth in Code of Civil Procedure §685.10. This section shall not apply to progress payments received between July 1 and August 1 which may take up to an additional 6 weeks to process payments.
- D. Acceptance of the Work and Final Payment
 1. The final payment for the work done under this Contract shall be made 60 calendar days after acceptance of the work by Owner.
 2. Owner shall deduct from the final payment for the work done under this Contract any unpaid fees for business licenses required in conformance with Section 1-1.06 of these Specifications.
 3. Upon receipt of written notice from the Contractor that the work is ready for final inspection and acceptance, the Engineer shall promptly make such inspection, and when the Engineer finds the work acceptable under this Contract and this Contract fully performed, the Engineer shall promptly issue a final certificate to Governing Body or Owner, stating that the work provided for in this Contract has been completed and is accepted by Engineer under the terms and conditions thereof.

4. Acceptance of the work will be made by the Governing Body of Owner only upon filing with said Governing Body of a certificate by the Engineer showing the work has been given a final inspection and approval by Engineer and that Contractor has submitted satisfactory evidence to the Engineer that all payrolls, material bills, and other indebtedness connected with said work have been paid. The acceptance will be made only by action of the Governing Body of Owner to regular session.
5. If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of Contractor, and Engineer so certifies, Owner shall, upon certificate of the Engineer, and without terminating this Contract, make payment of the balance due for that portion of the work completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
6. The acceptance by Contractor of said final payment shall constitute a waiver of all claims against the Owner arising under this Contract.

Submission of Requests for Payment/Invoices. The Contractor shall submit all original requests for payments or invoices directly to the Owner as follows: Town of Los Gatos Finance Department, Attn: Accounts Payable, Post Office Box 655, Los Gatos, California 95031. A copy of such request or invoices shall also be sent to the Engineer.

Void Contract Provisions. Payment of undisputed contract amounts by the Owner are contingent upon the Contractor furnishing the Owner with a release of all claims against the Owner arising by virtue of the public works contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release.

Damages. Any provision in the Contract which limits the Owner's liability to an extension of time for delay for which the Owner is responsible and which delay is unreasonable under contemplation of the circumstances involved, and not within the parties' control, shall not be construed to preclude the recovery of damages by the Contractor or subcontractor. This section shall not be construed to void any provision in this Contract which requires notice of delays, provides for arbitration or other procedure for settlement, or provides for liquidated damages.

PART III- SPECIAL PROVISIONS & TECHNICAL SPECIFICATIONS

SECTION 10 TECHNICAL SPECIFICATIONS & SPECIAL PROVISIONS

SECTION 10-1 GENERAL CONSTRUCTION REQUIREMENTS

Project Plans

ATTACHMENT A – Message Schedule and ATTACHMENT B – Final Design Intent shall be considered as the Plans & Technical Specifications.

Mobilization

Mobilization shall not be separately paid for but shall be considered as included in the payments for other items of work. This shall include full compensation for furnishing all labor and materials, including tools, equipment and incidentals, and for performing all of the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of equipment and materials as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Order of Work

Order of Work shall conform to the provisions in Section 5-1.02, “Contract Components,” of the Standard Specifications and these Special Provisions.

At least five (5) working days before any work is started, the Contractor shall furnish to the Engineer a written schedule for the work, listing the dates on which individual areas are to be subject to project related work and the extent of impact caused by the work. Additionally, the Contractor shall submit any request for approval for special traffic consideration including but not limited to lane closures, etc. The Contractor shall thenceforth adhere diligently to said written schedule in the prosecution of the work.

Work for this project needs to be coordinated with the FY 2022/23 Street Repair and Resurfacing Project. Resurfacing work will generally follow the concrete work, but certain work may need to occur around the same time. The Engineer shall be the main contact for the coordination of the work.

The concrete project is anticipated to start construction on Monday, May 1 with a tentative completion of June 12, 2023.

The street may not be available for work if scheduling is not requested by the Contractor and approved by the Engineer (5) working days prior to the desired workday.

Attention is directed to Section 10-2, “Traffic Control Requirements,” of these Special Provisions.

Cooperation

Attention is directed to Section 5-1.36D, "Nonhighway Facilities," of the Standard Specifications.

It is the Contractor's responsibility to work with utility companies to coordinate the removal, relocation, raising to grade, installation of the new facilities, or any other utility work as shown on the plans or indicated in the specifications with the appropriate utility company. The Contractor shall provide advance notification and shall allow sufficient time and work space for the utility company to complete the work necessary.

If in the opinion of the Engineer, the Contractor's operations are delayed by reason of utility facilities not being removed or relocated, the Contractor will be entitled to an extension of time only. The Contractor shall be entitled to no other compensation for such delay.

Progress Schedule

The Contractor shall submit a project progress schedule for approval by the Engineer within eight (8) days, not including Saturdays, Sundays, and legal holidays from the date of the Notice of the Award of Contract or 3 days before the pre-construction conference, whichever comes first. Failure to submit an acceptable progress schedule shall result in rejection of the Contractor's proposal. The progress schedule shall be in the form specified below unless otherwise specified in the Special Provision or approved by the Engineer. Updated progress schedules shall be provided by the Engineer monthly with the estimates of work required in Section 9-1.16, "Progress Payments," of the Standard Specifications. No partial payments will be made for any work until an updated schedule has been submitted and approved by the Engineer. Updated schedules shall incorporate all current schedule information, including actual progress, approved time adjustments, and proposed changes in sequence and logic.

The Contractor must furnish a computerized schedule prepared by the critical path method (CPM) which shows the order in which the Contractor proposes to carry out the work; the sequence and interdependence of construction activities; all salient features of the work (including procurement of materials and equipment); the dates on which the Contractor will start the salient features of the work; and the scheduled dates for completing the said salient features. The construction schedule shall include:

- a. Time for submittals and reviews;
- b. Time for fabrication and delivery of manufactured products for the work; and
- c. The interdependence of procurement and construction activities.

The construction schedule shall:

- a. Be a timescaled network diagram referenced to specific calendar dates;
- b. Include time for the Engineer to review submittals or inspect the work; and
- c. Identify the activities which constitute the controlling operations or critical path.

The construction schedule shall not contain multiple critical paths.

Scheduling of change order work is the responsibility of the Contractor. The Contractor shall revise the schedule to incorporate all activities involved in completing the change order work, and submit a new schedule to the Engineer for review.

Delays or changes to non-critical activities will not be considered for a contract time extension. Non-critical activities are those activities which when delayed, do not affect the contract completion time.

The project schedules submitted shall be consistent in all respects with the time and order of work requirements of the contract. The Engineer, at his or her sole discretion, retains the right to reject any and all construction schedules submitted by the Contractor, including when the Engineer determines that the Contractor has too many items on the Critical Path, or the logic of the schedule is in error, or if the Engineer determines salient items of work are missing from the schedule.

Subject to the above provisions, nothing herein shall preclude the Contractor from early completion of the contract.

The Contractor shall submit updated progress schedules to the Engineer as a condition of approval for the monthly progress payments and final acceptance.

Record Drawings

The Contractor shall keep and maintain on the job site, one record set of drawings. On these, the Contractor shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original contract documents, including buried or concealed construction and utility features which are revealed during the course of construction. Final payment will not be approved until the Contractor prepared record drawings have been delivered to the Engineer.

General Measurement and Payment Requirements

The Contractor shall submit in all field quantities completed to date for payment with each monthly pay estimate. The Contractor shall provide, in writing, who from their team will be responsible for field measuring quantities with the Town's representative. Upon completion of a contract bid item, the Contractor's representative shall field measure the final quantities with the Town's representative. This agreed upon amount will be considered final and no re-measuring of these field quantities will be allowed without the approval of the Engineer. All supporting documentation required for payment of an item, shall be submitted by the Contractor within two pay periods following the work. Documentation submitted more than two pay periods after the work was completed will not be paid and the cost of this work shall be borne by the Contractor.

Truck Routes

Per the Town Ordinance Section 15.30.410, the following streets and highways or portions

thereof within the Town limits are designated Truck Routes and are authorized for use by operators of trucks and other vehicles, which exceed a maximum gross weight of ten thousand (10,000) pounds:

- Highway 17
- Los Gatos-Saratoga Road (Highway 9)
- Los Gatos-Almaden Road
- Los Gatos Boulevard
- Blossom Hill Road
- Winchester Boulevard
- Lark Avenue

Other Town streets are unauthorized for truck routes unless otherwise approved by the Engineer.

Hours of Work

Unless otherwise approved in writing by the Engineer or specified in these Special Provisions, the hours of work for this project are Monday through Friday, 8:00 AM to 5:00 PM, unless otherwise approved by the Engineer.

The work hours will be strictly enforced. The Engineer has full authority to implement the working hours and completely shut down the construction operations outside the hours of work specified. Should the provisions of this section not be met, liquidated damages of One Thousand Dollars (\$1,000.00) for every 60-minute time period (or portion thereof) beyond the hours of work allowable shall be withheld from moneys due to the Contractor.

24-Hour Contact Number

The Contractor shall assign a project superintendent who has the complete authority to make decisions on behalf of the Contractor. The project superintendent shall be on the job at all times during construction and shall be available and on call 24 hours a day for the duration of the project. The Contractor shall provide to the Engineer and to the Los Gatos-Monte Sereno Police Department a 24-hour contact number for the project superintendent. This number shall not direct calls to a recorder or other message taking service.

Advance Public Notification

Two weeks prior to beginning any work in an area, the Contractor shall deliver written notice to all adjoining residents and businesses, tenants and other applicable parties listed below and all other properties where their only ingress/egress is through the project's work area. Individual or separate notices shall be given for general construction activity in an area as well as specific activities which will, in any way, inconvenience the resident/property owner/tenant or affect their operations or access to their properties. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration of the activity, and the name, address, and the contact number of the Contractor's

superintendent. The Contractor shall provide accurate information regarding the construction schedule and activities to be incorporated into the “two-week” notification. The Contractor shall make every effort to coordinate work with individual residents and businesses whose access will be disrupted in order to minimize the disruption and impacts on the resident or business.

The Contractor shall also provide and hand-deliver two “two-day” notices. The first notice shall be distributed two working days prior to the rubberized chip seal placement. The second notice shall be distributed two days prior to the application of the slurry seal. The “two-day” notices shall be delivered to all adjoining residents and businesses, tenants, and other applicable parties listed below and any other properties whose sole ingress/egress is through the project’s work area.

Copies of all notices shall be provided to the Engineer for approval five (5) working days prior to the desired distribution date.

Should the Contractor’s schedule change and/or differ in any capacity from the schedule initially mentioned in the notification to the resident/property owner/tenant or from the updates to the Town website, the Contractor shall re-notify all applicable parties (residents/property owner/tenant and/or businesses mentioned below) five (5) working days prior to the beginning of any work on that street.

The Contractor shall contact and coordinate the work with the following parties throughout the project. The “two-week” and “two-day” notifications shall also be given to the following parties prior to beginning any work:

Santa Clara Valley Transportation Agency—(408) 321-2300
West Valley Collection and Recycling—(408) 283-8500
U.S. Postal Service—Post Master—(408) 395-7526
Los Gatos/Monte Sereno Police Department—(408) 354-8600
Santa Clara County Fire Department—(408) 378-4010

The Contractor shall also give written notice to residents, businesses, medical offices, etc. for any driveway closures or anticipated service disruptions. The notice shall be distributed two working days prior to the anticipated disruption. The Contractor shall coordinate all disruptions with the appropriate utility, property owner, resident, business and the Town. Notice shall be given in advance and specify the duration of the disruption of any utility, and the temporary closure of access to any driveway. Such notice will comply with the requirements for closure of driveway access as specified under Special Provision Section 10-2, “Traffic Control Requirements.”

Lack of proper advance notification and coordination shall result in the work being shut down. All costs associated with the stoppage of work shall be borne by the Contractor.

Meetings

Prior to commencement of any work on the project, a pre-construction conference will be scheduled by the Town and held at the Town's Engineering Building or hosted via virtual meeting for the purpose of review and discussion of the project schedule and construction procedures. The Contractor's project manager and/or project superintendent and representatives from all listed subcontractors shall be required to attend the pre-construction conference. The Contractor shall prepare and submit at the pre-construction meeting the proposed project schedule, water pollution control plan, traffic control plan, public notification letter, and other submittals as specified under Section 8, "Materials," of the Special Provisions.

The Contractor shall also schedule and conduct weekly field meetings at locations to be determined by the Town. The meetings shall be held at the same time and place each week and shall include all subcontractors working on the project and discussions of scheduled work on the project during the week of the meeting. The Contractor shall notify the Engineer of the time, date, and location of these meetings 72 hours in advance of the first meeting. Detailed schedules for the following two weeks shall be submitted to the Engineer at each weekly meeting.

Waste Haulers and Recycling Operations

The Contractor shall not impair or impede waste hauler and recycling operations scheduled to be conducted within the project area. It is the Contractor's responsibility to determine which waste hauler and recycling operators are scheduled to operate within the project area, and to develop a project schedule that will not impair or impede the waste hauler or recycling operations.

Project Appearance and Street Sweeping

The Contractor shall maintain a clean work site. Debris developed during construction shall be disposed concurrently with its generation. Stockpiling of debris or construction materials shall not be allowed unless otherwise approved by the Engineer.

The Town prohibits the use of any public property or public right-of-way locations as construction staging points, unless specifically approved by the Engineer.

Right-of-Way

The Contractor shall operate within the public right-of-way only.

Work in Private Property

The Contractor shall secure right-of-entry agreements with each private property owners before any work in private properties. The language for the right-of-entry agreement must be approved by the Town.

Tree Protection

The Contractor shall comply with the Town Ordinance Chapter 29, Division 2, "Tree Protection." The Contractor shall provide protective tree fencing per the Town Ordinance Sec. 29.10.1005,

“Protection of trees during construction.” The Engineer and Town Arborist shall be notified of any damages that occurs to a protected tree during construction.

Staging/Disposal Areas

The Contractor shall survey the area for construction staging. Staging areas shall not be located in a residential area.

The following requirements shall apply to the contractor’s staging area:

- No stockpiles or staging area will be allowed in the right-of-way or on undeveloped lots unless specifically approved by the Engineer
- The staging area will be included in the Contractor's SWPPP
- The staging area will not be located in an environmentally or culturally sensitive area and/or impact water resources (rivers, streams, bays, inlets, lakes, drainage sloughs).
- The staging area will not be located in a regulatory floodway or within the base floodplain (100-year).
- The staging area will not affect access to properties or roadways.

The Contractor shall obtain the approval of the Engineer before staging equipment or storing materials in the public right-of-way or on Town property. In addition, the Contractor shall provide proof of an agreement when using private property for staging, if requested by the Engineer.

All debris shall be hauled off and disposed of the same working day in which the material was generated.

Personal vehicles of the Contractor’s employees shall not be parked in the neighborhood or on the traveled way. When entering or leaving roadways carrying public traffic, the Contractor’s equipment, whether empty or loaded, shall in all cases yield to public traffic and shall travel in the normal direction of travel.

Dust Control

The following requirements shall be applicable to this contract in lieu of the requirements of Section 14-9.03, “Dust Control,” of the Standard Specifications:

- A. The Contractor shall provide an acceptable plan for preventing the generation of dust due to the Contractor’s operations in the construction zones, along the haul routes, or equipment parking areas. This plan may consist of water sprinkling sweepers or an equivalent service. No separate payment will be made for dust control and all costs in connection therewith shall be included in the payment items to which the work is incidental.
- B. In the event the control of dust is not satisfactory to the Owner, the Owner shall take such measures as may be necessary to ensure satisfactory dust control and deduct the cost of such measures from any payments due to the Contractor.

Water for Construction

The costs of water as required for the construction and post-construction on this project, including dust control, shall be considered as included in the costs of items bid for applicable item of work and no separate payment will be made therefor. The Contractor shall conform to the requirements of the water company from which water is purchased. In no case shall the Contractor violate the Town's water conservation ordinance.

Sanitation

The Contractor shall provide for sanitary facilities for the use of the workers on the job. Such facilities shall be placed and maintained by the Contractor so as not to be a nuisance to the neighbors, nor offensive to the senses nor the community standards of decency. The Engineer shall be the sole judge of the adequacy of the facility, the placement, and the maintenance thereof. Upon notification by the Engineer of deficiencies in any of these areas, the Contractor shall make immediate corrections. Failure to take corrective action within 24 hours shall give the Engineer due cause to stop the work in the contract and to order the corrective work to be done on the sanitary facility and to charge all costs of such work against the monies due or to become due to the Contractor.

Water Pollution Control

Water pollution control work shall conform to the provisions in Section 13, "Water Pollution Control," of the Standard Specifications and these Special Provisions, with the exception of payment. Payment shall be covered under "Measurement and Payment" under Section 10-1 of these Special Provisions.

The Contractor shall be responsible for ensuring that all work conforms to the "Best Management Practices for the Construction Industry" found in the Storm Water Pollution Prevention Plan (SWPPP), the "Blueprint for a Clean Bay" handout, and the Town Code.

The Contractor shall comply with the requirements of the State Water Resource Control Board (SWRCB) National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge Associated with Construction and Land Disturbance Activities.

The Contractor shall not violate any discharge prohibition contained in the California Regional Water Quality Control Board San Francisco Bay Basin Water Quality Control Plan ("Basin Plan").

A storm water information handout, "Blueprint for a Clean Bay," has been prepared for this contract and is available in **ATTACHMENT C**.

Measurement and Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in compliance with the Plans, Specifications and Special Provisions of Section 10-1, "General Construction Requirements," shall be deemed included in the price paid for other contract items and no additional compensation shall be allowed

therefore.

SECTION 10-2 TRAFFIC CONTROL REQUIREMENTS

General

Traffic control shall conform to the provisions of Section 12 "Temporary Traffic Control" of the 2018 Standard Specifications, the California 2014 Manual on Uniform Traffic Control Devices (CA MUTCD) with latest revisions, and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.04, "Public Safety," of the 2018 Standard Specifications and these Special Provisions.

The traffic control plan shall be prepared in compliance with the Caltrans Standard Plans and/or CA MUTCD and shall be prepared by a certified traffic engineer or a qualified traffic control professional. The Contractor shall submit a scaled drawing with detailed information, such as lanes to be closed or narrowed, time and days of operation, transitions, cones and barricades, signs, arrow boards, pedestrian and bicycle provisions, etc. The traffic control plan should show length of transitions, cone spacing, sign spacing, etc. based on the posted speed limits or the posted construction zone speed limits. The traffic control plan shall also include a provision for the Contractor to contact and coordinate with the Valley Transportation Authority (VTA) if a bus stop is affected.

The Contractor shall maintain a safe workplace throughout the job including, but not limited to, providing all flaggers, safety equipment, flashing arrow boards, changeable message signs (minimum of two), traffic control devices; maintenance of barricades, safe pedestrian passages along sidewalks, maintenance of handicap access throughout the project site where applicable and maintenance of pavement within the limits of the roadway and driveways with a suitable traffic bearing surface.

The Contractor shall provide and maintain all necessary traffic control devices to ensure safe pedestrian and vehicular access through and around the job site. Warning signs shall be installed at locations in accordance with the CA MUTCD—Part 6: "Temporary Traffic Control." The Contractor shall fulfill the requirements of this section, 24 hours per day, seven days a week, including holidays, from the time the Notice to Proceed is issued until the project is formally accepted.

Should the Contractor fail to perform these duties, the Engineer, at the Engineer's sole discretion, may elect to have City, or contract forces, perform the duties, deducting the expenses incurred from any moneys that are due, or to become due, to the Contractor. By exercising this option, the Contractor is in no way relieved of the responsibility to perform these duties.

The Contractor shall provide a minimum of two competent and qualified flaggers dedicated solely to directing traffic if traffic lanes have been reduced to only one lane for two-way traffic,

in and out of driveways and cross-streets and/or across the construction area as deemed to ensure safe traffic control during construction operations. Flaggers shall be equipped with all necessary tools to properly control the traffic.

Traffic Control/Management Plan

A traffic control plan shall be submitted by the Contractor to the Engineer a minimum of five (5) working days prior to any work commencing on the project. The traffic control plan shall be reviewed and accepted by the Engineer prior to any work commencing on the project. All traffic plans shall be prepared in accordance with Part 6, "Temporary Traffic Control," of the CA MUTCD, Section 12 "Temporary Traffic Control," of the 2018 Standard Specifications, and these Special Provisions.

No Parking Signs

Prior to the start of work which requires parking restriction, the Contractor shall request approval to post and maintain temporary "No Parking" signs on each street where the operations will take place. It shall be the Contractor's responsibility to post "No Parking" signs in the areas where the Contractor's work will require restricted parking. The Town will provide signs for the Contractor's use. To be enforceable, the signs must be posted not less than 72 hours prior to the start of the work at a maximum spacing of 60 feet. The signs must clearly show the date(s) and hours of the parking prohibition, as well as the date and time the signs were posted, and the project name and contractor's phone number. If the work is not performed during the timeframe indicated on the "No Parking" signs, the work will be rescheduled with at least five (5) working days advance notice. The Contractor shall perform all re-posting of "No Parking" signs and re-notification of businesses, tenants, and residents as a result of his failure to meet the posted schedule. Any delays caused by failure of the Contractor to adhere to the approved schedule will be at the Contractor's sole expense. No additional compensation will be allowed for costs resulting from said delays.

The Contractor shall remove the "No Parking" signs immediately when they are no longer needed for use in the respective area of the project. The Contractor shall notify the Los Gatos/Monte Sereno Police Department directly after posting and immediately upon removal of the said signs at (408) 354-8600.

During the morning of each scheduled workday, the Contractor shall be responsible for calling the Los Gatos/Monte Sereno Police Department Police Dispatch to tow cars, if necessary, as approved by the Engineer. The Contractor shall have available for the police responding to the call photo documentation of the "No Parking" signs being posted if the signs were removed or vandalized the previous night.

Detours, Temporary Striping, and Barriers

Any approved detours or barriers, signing and striping necessary to complete the construction of the project shall be provided, installed, maintained, and removed by the Contractor at his expense. Temporary striping shall be self-sticking traffic marking tape, vinyl or otherwise, developed for such use, and shall be used for temporary striping as required, unless shown

otherwise on the plans or specified in the special provisions. No painted temporary striping or markings will be allowed unless the temporary markings will be entirely covered by the permanent markings.

Notify the Los Gatos/Monte Sereno Police Department daily at (408) 354-8600 of street or lane closures or detours within the roadway prior to setting up and upon removal of traffic control devices.

Additional Construction Area Signs and Controls

In addition to the requirements of the CA MUTCD, the following traffic controls will be required as specified by the Engineer. These additional requirements in no way relieve the Contractor from his obligation to comply with the standards set forth in that manual.

- "Road Work Ahead" (Type C-23(CA)) signs shall be posted in advance of the first major cross street before the start of the work zone to allow traffic to avoid the work zone prior to entering the zone. The signs shall also be posted at the approaches to the project site.
- "End Road Work" (Type G20-2) signs shall be placed at all public road exits from the project site.
- The Contractor shall provide, install and maintain a minimum of four (4) lighted barricades for each individual construction site for concrete improvements (i.e. for curb and gutter removal & replacement and for accessibility ramp installation).
- Changeable message board signs will be used starting one (1) week prior to construction beginning and will be maintained in place until construction impacts to the public no longer exist as determined by the Engineer.
- "Bikes May Use Full Lane" (R4-11)—modified for temporary construction sign

The Contractor shall be responsible for locating existing poles on which to mount these signs or shall provide temporary stands or poles on which to place the required signs. The Engineer shall approve the method of attachment to existing poles prior to sign installation. No sign shall be mounted on decorative street light poles unless the Contractor can clearly show that the mounting method will not damage the finish on the poles.

Upon completion of the work, the signs and posts shall be removed and disposed of outside the public right of way in conformance with the provisions in the Standard Specifications.

Maintenance of Pedestrian Access and Circulation

Safe pedestrian access and circulation that is fully wheelchair accessible shall be maintained by the Contractor through or around the project area. All walkways, pedestrian crossings, ramps and other pedestrian facilities removed or blocked by the Contractor's operations shall be replaced with temporary facilities unless otherwise approved by the Engineer.

Pedestrian access at each individual project site may be diverted for a maximum of five (5) calendar days with approved traffic control plan. Drop off from existing improvements to

excavated areas shall be temporarily ramped. Ramps shall be maintained at 12:1 or flatter with compacted sub-grade or base rock material until final improvements are installed.

Lane Closures

Requests for lane closures shall be made a minimum of five working days prior to the proposed closure. Once the lane closure has been approved by the Town, the Contractor shall post a minimum of five (5) working days in advance of the proposed lane closure a changeable message board sign at the limits of each closure or as specified by the Engineer. These changeable message board signs shall also be used on the day of the actual closure. The changeable message board signs shall indicate the days and hours of the proposed lane closure and the type of work being done during that lane closure.

Flashing arrow signs shall be used for all lane closures. The Contractor shall check with the Engineer to confirm any lane closure restrictions that may be in effect before closing any lanes.

The Contractor shall leave the streets open to traffic until just prior to starting the work, and will provide all barricades, signs and traffic control measures necessary to protect the work.

No work that interferes with public traffic shall be performed outside of the working hours, except as otherwise approved by the Engineer. All traffic lanes shall be open to traffic outside of the working hours.

A minimum of one paved, or surfaced traffic lanes and one paved bicycle lane, not less than fifteen (15) feet wide (10 foot wide for the traveled vehicle lane and 5 feet wide for the bicycle lane), shall be open for use by public traffic in each direction of travel. Traffic may not be routed over unpaved roadways unless authorized by the Engineer.

In addition, the full width of the traveled way on each street shall be open for public use on Saturdays and Sundays (except for those streets approved by the Engineer for weekend work), on designated legal holidays, and when construction operations are not actively in progress. Designated legal holidays are: January 1, the third Monday in January, the third Monday in February, June 19, the last Monday in May, July 4, the first Monday in September, the fourth Thursday of November, and December 25. When a designated holiday falls on a Saturday, the preceding Friday shall be treated as a legal holiday. When a designated holiday falls on a Sunday, the following Monday shall be treated as a legal holiday.

Deviations from the requirements of this section concerning hours of work, which do not change the cost of the work, may be permitted upon the written request of the Contractor, if in the opinion of the Engineer, the general public will be better served and the work expedited. Such deviations shall not be implemented until the Engineer has provided the Contractor with written approval to do so. All other modifications will be made by contract change order.

The Contractor shall pay the Town liquidated damages in the amount of \$1,000 per hour (or part of an hour) for traffic control that is set-up before the designated and approved hours of

work. Liquidated damages for failure to open streets by the required time shall be \$1,000.00 per hour.

Traffic Control System for Lane Closure

A traffic control system shall consist of closing traffic lanes in accordance with the details shown on Caltrans Standard Plans T-10, T-10A, T-11, T-11A, T-12, and T-13, the provisions of Section 12, "Temporary Traffic Control," of the 2018 Standard Specifications, and these Special Provisions.

The provisions in this section will not relieve the Contractor from the responsibility to provide additional devices or take measures as may be necessary to comply with the provisions of Section 7-1.04, "Public Safety," of the 2018 Standard Specifications.

Each vehicle used to place, maintain and remove components of a traffic control system on multilane roads shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining, or removing the components. Vehicles equipped with a Type II flashing arrow sign not involved in placing, maintaining, or removing the components when operated within a stationary type lane closure shall only display the caution display mode. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion.

If any component of the traffic control system is displaced, or ceases to operate or function as specified from any cause, during the progress of the work, the Contractor shall immediately repair the component to its original condition or replace the component, and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavations adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations, approved by the Engineer.

Temporary Pavement Delineation

Temporary pavement delineation shall comply with Section 10-2 of these Special Provisions and with Section 12-3, "Temporary Traffic Control Devices," of the 2018 Standard Specifications, California MUTCD, and these Special Provisions.

Property Access Requirements

The Contractor shall maintain property access to all residents and businesses at all times unless otherwise approved by the Engineer. Upon approval by the Engineer, access to certain properties may be temporarily closed if all of the following conditions can be met:

- a. No options exist to maintain property access and complete the project.

- b. The Contractor has discussed the closure with the resident or business owner in person.
- c. Residents or business owners has been notified, in writing, at least five (5) calendar days in advance of the time and length of closure
- d. Resident or business owners have been reminded of the closure, in writing, at least two (2) working days prior to the actual closure.
- e. The Contractor has provided the resident or business with a contractor name and number to call with questions regarding the closure.
- f. Closure will last no longer than three (3) working days

Signalized Intersections

The Contractor shall be responsible for contacting and coordinating with the Town's signal maintenance contractor for any work at signalized intersections. No additional working days will be given due to the Contractor for not scheduling the work with the Town's signal maintenance contractor prior to the start of work.

Measurement and Payment

Full compensation for preparing traffic control plans, temporary pavement delineation plans, providing construction and detour signs, and for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in compliance with the Plans, Specifications, and Section 10-2, "Traffic Control Requirements," of the Special Provisions, including any changeable message board signs, shall be deemed included in the total bid amount and no additional compensation shall be allowed therefore.

SECTION 10-3 EXISTING FACILITIES

General

Existing Facilities shall conform to Section 15, "Existing Facilities," of the Standard Specifications, the Plans, and these Special Provisions.

Protect Existing Facilities to Remain

The Contractor shall work around and protect all existing improvements to remain, including but not limited to existing utilities, monumentation, bench marks, storm drainage facilities, utility vaults, traffic detector loops, home runs and handholes, concrete and hot mix asphalt pavement, pavement markings, landscaping, irrigation facilities, and appurtenances that are within or adjacent to the construction areas.

The Contractor shall notify Underground Service Alert (USA) prior to beginning any work. Notification shall be in full compliance with USA. At the conclusion of the project, the Contractor must remove all USA markings from all paved and concrete surfaces throughout the job site without damaging said surfaces. The method of removing the USA markings is at the Contractor's discretion.

Existing utility lines are not shown on plans. The Contractor is responsible for locating and field verifying the locations of all existing utilities prior to all construction activities and protecting all facilities during construction. The Contractor shall protect existing electroliers when placing construction signs.

The Contractor shall immediately repair or remove and replace any item damaged or injured by his operations at his sole expense and to the satisfaction of the Engineer. The Contractor shall immediately notify the appropriate owner of the improvement or facility and the Engineer of any damage as a result of his operations to existing improvements or facilities. If the improvement belongs to a private residence and the property owner or occupant is not at home, such notification shall be attached to the front door of the property. All underground facilities that are damaged by the Contractor during construction shall be restored by the Contractor within two (2) hours after the damage is done.

All existing improvements, including but not limited to, irrigation systems, brick work, stone work, fences, mailboxes, turf and landscaping, on public right-of-way which are obstacles to forming operations may be removed as necessary for this type of work. The Contractor shall notify the adjacent property owner and the Engineer prior to removal of any existing improvements. After removing the forms, all the existing improvements shall be restored to their original condition at no additional cost to the Town. If the Contractor fails to comply in providing the necessary restoration work as defined, the Engineer may elect to have the Town or other contract forces perform all these duties, deducting all the expenses incurred from any moneys that are due, or to become due, to the Contractor. By exercising this option, the Contractor is in no way relieved of the responsibilities to perform these duties.

Measurement and Payment

Full compensation for preparing traffic control plans, temporary pavement delineation plans, providing construction and detour signs, and for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in compliance with the Plans, Specifications, and Section 10-2, "Traffic Control Requirements," of the Special Provisions, including any changeable message board signs, shall be deemed included in the total bid amount and no additional compensation shall be allowed therefore.

SECTION 10-4 CLEARING AND GRUBBING

General

Clearing, grubbing and removal of obstructions shall conform to Section 16, "Clearing and Grubbing," of the Standard Specifications, the Plans, and these Special Provisions.

The work consists of removal of bushes, plants, and vegetation indicated on the plans; and removal and disposal or relocation/replacement of all other existing obstructions in the way of the improvements indicated on the Plans, Special Provisions, as directed by the Engineer, or as noted by the Contractor during the pre-bid site visit.

All existing improvements designated to be removed and replaced shall be replaced with like materials to match the existing improvements. Improvements designated to be removed and relocated shall not be damaged during the relocation. Those improvements that are damaged during removal and cannot be relocated will be replaced with like materials to match the existing improvements, at no additional cost to the Town.

All existing trees, bushes, vegetation, or other improvements not specifically identified on the Plans to be removed, reinstalled, or replaced to install new improvements shall remain in their original condition and location undisturbed. The Contractor shall protect trees and shrubs to remain and their root systems from damage. The Contractor shall replace any damaged tree, shrub, or other existing improvement intended to remain at no expense to the Town.

The Contractor, at no cost to the property owner or Town, shall replace any irrigation system that is damaged by the Contractor's operation. Replacement or repair shall occur within three (3) calendar days after damage has occurred. Liquidated damages will be assessed in the amount of \$1,000 for each calendar day that any sprinkler or irrigation system repair work remains incomplete beyond the three (3) days allowed. Any irrigation lines within the area of new improvements shall be relocated or removed and capped at the right of way line as directed by the Engineer.

Landscaping Obstruction

In the event that there are landscaping obstructions such as ivy, lawn, juniper branches, grass, or other encroaching vegetation, the Contractor shall trim or prune such obstruction only to the extent necessary to conduct the installation of improvements in the public right-of-way. Landscaping or other improvements outside the limits of work shall be protected by the Contractor and shall be replaced in kind if the Contractor's operations damage the existing improvements. If the Contractor fails to comply in providing the necessary replacement as defined, the Engineer may elect to have the Town or contract forces perform all these duties deducting all the expenses incurred from any moneys that are due, or to become due, to the Contractor. By exercising this option, the Contractor is in no way relieved of the responsibilities to perform these duties.

Tree Trimming

If existing trees or shrubs, including median island plantings and private trees, encroach into the public right-of-way and threaten to obstruct the Contractor's operation, the Contractor shall request permission to trim the existing trees or shrubs from the Town Arborist, at least five (5) working days prior to the date of scheduled tree trimming. All tree and shrub trimming must have prior approval of the Town Arborist and shall be performed by a Contractor possessing a C-27 or a D-49 license. If required, obtain Tree Permits from the Parks and Public Works Department. Tree permit fees shall be waived for the Town project. All costs for tree or shrub trimming and proper disposal shall be paid by the Contractor.

A special notice pertaining to the tree trimming shall be delivered to the adjacent home or

business at least two working days before the tree is trimmed. The notice shall be reviewed and approved by the Engineer before delivery.

Materials Testing and Inspections

The Contractor shall coordinate with the Town to schedule materials testing and inspections for soil compaction, concrete placement, and for other operations as instructed by the Engineer. The Contractor shall notify the Engineer, at minimum 72 hours in advance, of when compaction testing and concrete sampling for concrete pours are to be scheduled. Materials testing may occur daily during the duration of the project.

SECTION 10-5 SIGNAGE

General

Work shall conform to Section 56, "Signs," of the Standard Specifications, the Plans, these Special Provisions, and the California MUTCD except as noted herein.

The Contractor shall inventory existing sign locations prior to removal. Signs to be salvaged shall be removed, cleaned, and stored by the Contractor unless another location is specified. For locations where the Contractor is to remove and/or relocate existing signposts as shown on the Plans, the Contractor shall also remove the existing foundation and/or footing. Damaged sidewalk shall be replaced from scoreline to scoreline per Town Standards. Voids created by the removal shall be backfilled with cement slurry (2-sack mix) where concrete pavement is to be installed. Voids created by the removal of the signposts not in the concrete pavement area shall be backfilled with soil and compacted to at least 90% relative compaction or as specified by the Engineer.

The street signs that are obstructing the construction work shall be removed and signs shall be installed by the Contractor. New signs shall be placed on a new signpost. Prior to installation, the Engineer shall approve the location of the signs. The Contractor shall call Underground Service Alert (USA) at 1-800-227-2600 prior to digging for the sign pole installation. The Contractor shall neatly core the existing sidewalk, concrete pavement, etc. and shall install the signposts per the Town Standard Plans. The Contractor shall provide all fasteners required to install all signs as indicated on the Plans and as directed by the Engineer.

The Contractor, at the Contractor's sole expense, shall repair materials to be salvaged that are damaged as a result of the Contractor's operations or install a new sign as replacement per the Town of Los Gatos Standard Plans to the satisfaction of the Engineer.

SECTION 10-6 MEASUREMENT AND PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in compliance with the Plans, Specifications, Special Provisions of Section 10-1, "General Construction Requirements", shall be deemed included in the bid price without any additional compensation. The Contractor shall submit a Schedule of Values showing breakdown of work items and costs once a contract has been awarded.



TOWN OF
Los GATOS
CALIFORNIA

**DOWNTOWN MASTER PLAN
FOR SIGNAGE & WAYFINDING**

**MESSAGE SCHEDULE
BID PACKAGE
1 OF 2**

September 7, 2023

SIGN NUMBER:

V10-01

SIGN TYPE:

V10 - Wayfinding Directional

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Mount new sign panel to post #3

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



V10-10

SIGN TYPE:

V10 - Wayfinding Directional

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Mount to existing post at the corner before University Ave turn.

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



V10-12

SIGN TYPE:

V10 - Wayfinding Directional

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Move red light violation sign below.
Remove sign about no parking or move to different post.

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



SIGN NUMBER:

V10-03

SIGN TYPE:

V10 - Wayfinding Directional

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Mount new sign panel to existing post

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



V10-04

SIGN TYPE:

V10 - Wayfinding Directional

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Mount to existing post 12 in front of antique shop

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



V10-02

SIGN TYPE:

V10 - Wayfinding Directional

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Mount on last post at corner of high school court and Main Street. Suggest the Town prunes the tree.

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



SIGN NUMBER:

V10-11

SIGN TYPE:

V10 - Wayfinding Directional

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



V10-05

SIGN TYPE:

V10 - Wayfinding Directional

BASE & POST INFORMATION: FACING: East west

Use existing post

NOTES:

In front of purple onion, post 73

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



V10-06

SIGN TYPE:

V10 - Wayfinding Directional

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Figure out arrows Jen!

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



SIGN NUMBER:

V10-07

SIGN TYPE:

V10 - Wayfinding Directional

BASE & POST INFORMATION: FACING:

Use existing post East

NOTES:

Shopping should be straight, left and right arrow. Study additional line and or all directions

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



V10-08

SIGN TYPE:

V10 - Wayfinding Directional

BASE & POST INFORMATION: FACING:

New post

NOTES:

Place in curb just in front of parklet between Apple store and Andale

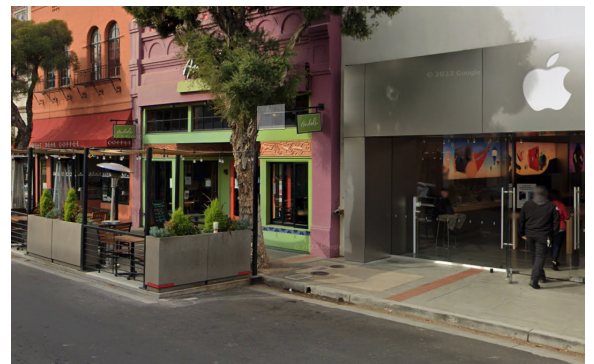
(Delete post office)

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



V10-13

SIGN TYPE:

V10 - Wayfinding Directional

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Mount to post 36.

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



SIGN NUMBER:

V10-14

SIGN TYPE:

V10 - Wayfinding Directional

BASE & POST INFORMATION: FACING:

Use existing post 43

NOTES:

Delete post office ?

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



V10-15

SIGN TYPE:

V10 - Wayfinding Directional

BASE & POST INFORMATION: FACING:

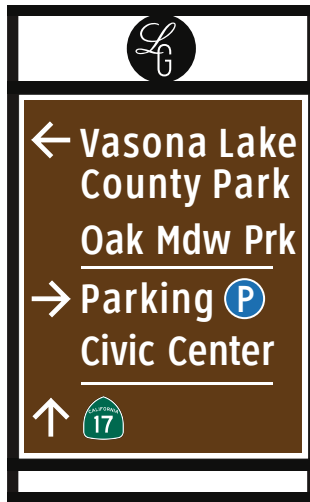
New post

NOTES:

Replace with new tall pole.
Bike lane sign panel moves below.

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



G1-01

SIGN TYPE:

G1 - Branded Town Gateway

BASE & POST INFORMATION: FACING:

New freestanding two-post

NOTES:

Install in planter bump out.
Only concern is whether it will disappear?

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



SIGN NUMBER:

G2-01

SIGN TYPE:

G2 Vertical Branded Banner

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Mount to existing light post at the corner of Plaza Park

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



G2-02

SIGN TYPE:

G2 Vertical Branded Banner

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Mount above wayfinding directional V10-06 at the corner of the Plaza Park

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



G2-05

SIGN TYPE:

G2 Vertical Branded Banner

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Mount to post 71, on left side of this photo

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



SIGN NUMBER:

G2-04

SIGN TYPE:

G2 Vertical Branded Banner

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Mount above new parking directional on post 20143

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



G2-03

SIGN TYPE:

G2 Vertical Branded Banner

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Mount to post 15, on right side of this photo

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



G2-06

SIGN TYPE:

G2 Vertical Branded Banner

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Mount to existing light post 80

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



SIGN NUMBER:

G2-07

SIGN TYPE:

G2 Vertical Branded Banner

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

On post in front of the Los Gatos cat sculpture in front of the high school

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



G2-08

SIGN TYPE:

G2 Vertical Branded Banner

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

On existing post in front of Summit Bicycles

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



G2-10

SIGN TYPE:

G2 Vertical Branded Banner

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

1st lightpost

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



SIGN NUMBER:

G2-09

SIGN TYPE:

G2 Vertical Branded Banner

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Remove two other signs; Use existing lightpost

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



G2-11

SIGN TYPE:

G2 Vertical Branded Banner

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

1st lightpost, post 37

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



V20-01

SIGN TYPE:

V20 - Parking Directional

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Use existing post 42 - Mount above 2 hr parking.

Remove old P sign.

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



SIGN NUMBER:

V20-02

SIGN TYPE:

V20 - Parking Directional

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Replace black square post with new 2" painted black post. Needs to be taller for larger sign panel.

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



V20-03

SIGN TYPE:

V20 - Parking Directional

BASE & POST INFORMATION: FACING:

New post

NOTES:

Place new sign post in brick line and add bus stop sign below new sign

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



V20-04

SIGN TYPE:

V20 - Parking Directional

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Mount to existing post before flag pole

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



SIGN NUMBER:

V20-05

SIGN TYPE:

V20 - Parking Directional

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Replace old panel, mount in existing location

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



V20-06

SIGN TYPE:

V20 - Parking Directional

BASE & POST INFORMATION: FACING:

New post

NOTES:

EXACT LOCATION TO BE CONFIRMED
Need to verify if existing location or in front of tree is better. Either way, need a new post so sign can be mounted and not hit by motorist.

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



V20-07

SIGN TYPE:

V20 - Parking Directional

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Mount new sign panel to post 31

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



SIGN NUMBER:

V20-08

SIGN TYPE:

V20 - Parking Directional

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Replace panel on existing post 23958

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



V20-09

SIGN TYPE:

V20 - Parking Directional

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Mount new panel to existing post.
Hang above bus stop signage.

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



V20-10

SIGN TYPE:

V20 - Parking Directional

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Mount new panel to post 20140.

Move speed limit below or to next post

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



SIGN NUMBER:

V20-11

SIGN TYPE:

V20 - Parking Directional

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Replace existing panel with new sign panel

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



V20-12

SIGN TYPE:

V20 - Parking Directional

BASE & POST INFORMATION: FACING:

Use existing post 50

NOTES:

Move speed limit to post 49

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



V20-13

SIGN TYPE:

V20 - Parking Directional

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Mount high above no u turn sign so it's clearly visible above parklet before.

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



SIGN NUMBER:

V20-14

SIGN TYPE:

V20 - Parking Directional

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Replace panel on post 20143

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



V20-15

SIGN TYPE:

V20 - Parking Directional

BASE & POST INFORMATION: FACING:

New post

NOTES:

Replace with new black sign post, but use the same location for sign panel.

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



P10-01

SIGN TYPE:

P10 - Two-posted Parking Lot ID

BASE & POST INFORMATION: FACING:

New freestanding two-post

NOTES:

Install closer to sidewalk, just beyond utility boxes

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



SIGN NUMBER:

P10-04

SIGN TYPE:

P10 - Two-posted Parking Lot ID

BASE & POST INFORMATION: FACING:

New freestanding two-post

NOTES:

Install in the same location - inset into the bushes- Lower height of sign panel just above bushes. Bottom of panel around 5'-0" - make sure it's clear from the walkable sidewalk.

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



P10-02

SIGN TYPE:

P10 - Two-posted Parking Lot ID

BASE & POST INFORMATION: FACING:

New freestanding two-post

NOTES:

Install in planter.

(Remove old lot sign, and keep hourly parking and add into info to lot.)

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



P10-03

SIGN TYPE:

P10 - Two-posted Parking Lot ID

BASE & POST INFORMATION: FACING:

New freestanding two-post

NOTES:

Mount in same location.

Suggest trimming the tree. Remove the two parking signs

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



SIGN NUMBER:

V20-16

SIGN TYPE:

V20 - Parking Directional

BASE & POST INFORMATION: FACING:

New post

NOTES:

Replace existing post w new taller post.

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



P10-05

SIGN TYPE:

P10 - Two-posted Parking Lot ID

BASE & POST INFORMATION: FACING:

New freestanding two-post

NOTES:

Mount in same general location

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



P10-06

SIGN TYPE:

P10 - Two-posted Parking Lot ID

BASE & POST INFORMATION: FACING:

New freestanding two-post

NOTES:

Mount new post in the brick at curb side of tree grate

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



SIGN NUMBER:

P10-07

SIGN TYPE:

P10 - Two-posted Parking Lot ID

BASE & POST INFORMATION: FACING:

New freestanding two-post

NOTES:

Mount just off the curb where the dirt goes down into the lower level garage

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



P10-08

SIGN TYPE:

P10 - Two-posted Parking Lot ID

BASE & POST INFORMATION: FACING:

New freestanding two-post

NOTES:

Place sign in same location as existing sign.

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



P10-09

SIGN TYPE:

P10 - Two-posted Parking Lot ID

BASE & POST INFORMATION: FACING:

New freestanding two-post

NOTES:

Mount sign in same location as previous

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



SIGN NUMBER:

P20-01

SIGN TYPE:

P20 - Single-posted Parking Lot ID

BASE & POST INFORMATION: FACING:

New post

NOTES:

Two back to back panels mounted perpendicular to the street on new post. Add stop sign below.

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



P10-11

SIGN TYPE:

P10 - Two-posted Parking Lot ID

BASE & POST INFORMATION: FACING:

New freestanding two-post

NOTES:

Use existing location. Remove old sign post and signs.

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



P20-03

SIGN TYPE:

P20 - Single-posted Parking Lot ID

BASE & POST INFORMATION: FACING:

New post

NOTES:

Two panels back to back, mount to new post in front of tree shown in photo

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



SIGN NUMBER:

P20-02

SIGN LAYOUT

EXISTING CONDITIONS

SIGN TYPE:

P20 - Single-posted Parking Lot ID

BASE & POST INFORMATION: FACING:

NOTES:

DELETED 4/11/23

LOCATION:

P20-04

SIGN TYPE:

P20 - Single-posted Parking Lot ID

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Remove duplicative speed bump sign

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



P20-05

SIGN TYPE:

P20 - Single-posted Parking Lot ID

BASE & POST INFORMATION: FACING:

NOTES:

DELETED 4/11/23

LOCATION:

SIGN LAYOUT

EXISTING CONDITIONS

SIGN NUMBER:

P20-06

SIGN TYPE:

P20 - Single-posted Parking Lot ID

BASE & POST INFORMATION: FACING:

New post

NOTES:

Two back to back panels mounted to new post in planter in Miles lot

Hang unauthorized vehicles below

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



P20-07

SIGN TYPE:

P20 - Single-posted Parking Lot ID

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Mount stop sign below

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



P25-08

SIGN TYPE:

P25 - North Side Parking Lot ID

BASE & POST INFORMATION: FACING:

Mount to existing concrete monument

NOTES:

Re-use concrete wall, unique condition.

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



SIGN NUMBER:

P20-09

SIGN TYPE:

P20 - Single-posted Parking Lot ID

BASE & POST INFORMATION:

New post

FACING:

North south

NOTES:

Remove old sign, new post with two back to back signs

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



P20-11

SIGN TYPE:

P20 - Single-posted Parking Lot ID

BASE & POST INFORMATION:

New post

FACING:

NOTES:

SINGLE SIDED SIGN

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



P20-10

SIGN TYPE:

P20 - Single-posted Parking Lot ID

BASE & POST INFORMATION:

New post

FACING:

NOTES:

In front of previous location. Move unauthorized vehicles sign into lot a drop further

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



SIGN NUMBER:

P20-13

SIGN TYPE:

P20 - Single-posted Parking Lot ID

BASE & POST INFORMATION: FACING:

New square post

NOTES:

Two back-to-back panels on new painted black square post
Town to add new stop sign and no left turn below Lot 5 parking ID sign panel.

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



P20-12

SIGN TYPE:

P20 - Single-posted Parking Lot ID

BASE & POST INFORMATION: FACING:

New post

NOTES:

Two panels back to back mounted to new post set in the rock side of driveway

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



P40-01

SIGN TYPE:

P40 - Pedestrian Directional

BASE & POST INFORMATION: FACING:

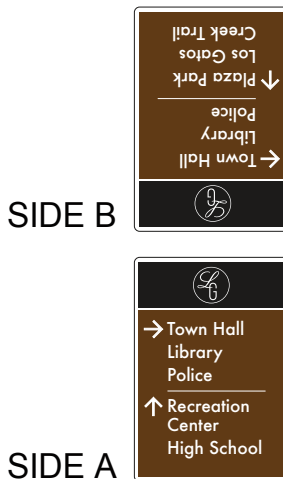
Use existing post

NOTES:

Mount to 1st square post on Civic Center pathway

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



SIGN NUMBER:

P40-02

SIGN TYPE:

P40 - Pedestrian Directional

BASE & POST INFORMATION: FACING:

Use existing post

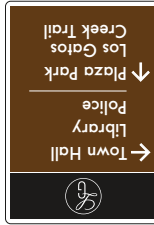
NOTES:

Mount where old green Wayfinding panel is, just before crosswalk to city hall - across from the Rec Center

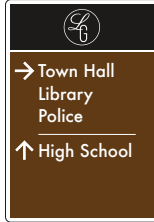
LOCATION:

SIGN LAYOUT

SIDE B



SIDE A



EXISTING CONDITIONS



P40-03

SIGN TYPE:

P40 - Pedestrian Directional

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Mount on post 10. Simplify other signs below.

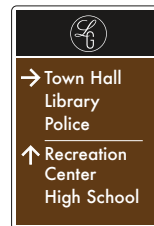
LOCATION:

SIGN LAYOUT

SIDE B



SIDE A



EXISTING CONDITIONS



P40-04

SIGN TYPE:

P40 - Pedestrian Directional

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Mount to 1st square post on Civic Center pathway

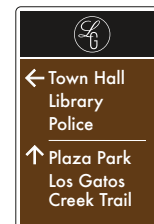
LOCATION:

SIGN LAYOUT

SIDE B



SIDE A



EXISTING CONDITIONS



SIGN NUMBER:

P40-05

SIGN TYPE:

P40 - Pedestrian Directional

BASE & POST INFORMATION: FACING:

New post

NOTES:

New black post to be mounted in brick by the garbage cans to minimize concrete repatching.

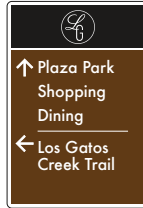
LOCATION:

SIGN LAYOUT

SIDE B



SIDE A



EXISTING CONDITIONS



P40-06

SIGN TYPE:

P40 - Pedestrian Directional

BASE & POST INFORMATION: FACING:

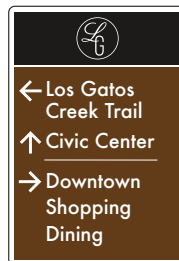
New post

NOTES:

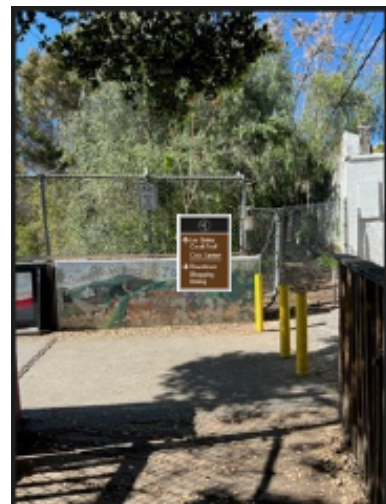
LOCATION:

SIGN LAYOUT

SIDE A



EXISTING CONDITIONS



P40-07

SIGN TYPE:

P40 - Pedestrian Directional

BASE & POST INFORMATION: FACING:

New post

NOTES:

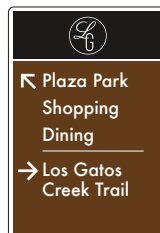
LOCATION:

SIGN LAYOUT

SIDE B



SIDE A



EXISTING CONDITIONS



SIGN NUMBER:

P40-08

SIGN TYPE:

P40 - Pedestrian Directional

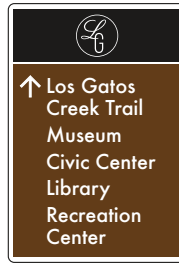
BASE & POST INFORMATION: FACING:

NOTES:

LOCATION:

SIGN LAYOUT

SIDE A



EXISTING CONDITIONS



P40-09

SIGN TYPE:

P40 - Pedestrian Directional

BASE & POST INFORMATION: FACING:

New post

East

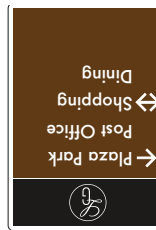
NOTES:

Mount new black post in the brick to minimize concrete patching of sidewalk.

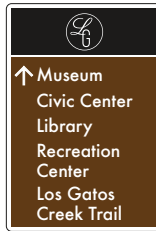
LOCATION:

SIGN LAYOUT

SIDE B



SIDE A



EXISTING CONDITIONS



P40-10

SIGN TYPE:

P40 - Pedestrian Directional

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Mount to lightpost 21034

Remove old post w green sign.

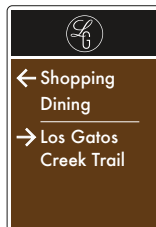
LOCATION:

SIGN LAYOUT

SIDE B



SIDE A



EXISTING CONDITIONS



SIGN NUMBER:

P40-11

SIGN TYPE:

P40 - Pedestrian Directional

BASE & POST INFORMATION: FACING:

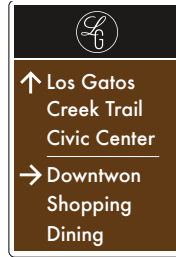
Fence-mounted

NOTES:

Mount to fence next to rules and regulations

LOCATION:

SIGN LAYOUT



SIDE A

EXISTING CONDITIONS



P40-12

SIGN TYPE:

P40 - Pedestrian Directional

BASE & POST INFORMATION: FACING:

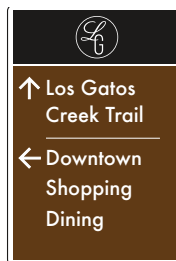
Use existing post

NOTES:

Mount below University Ave sign

LOCATION:

SIGN LAYOUT



SIDE A

EXISTING CONDITIONS



P40-13

SIGN TYPE:

P40 - Pedestrian Directional

BASE & POST INFORMATION: FACING:

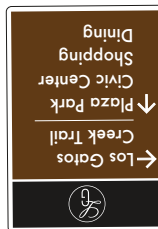
Use existing post

NOTES:

Mount to lower post in ped planter. Suggest moving DO NOT ENTER to center of street by rocks. Need town to confirm.

LOCATION:

SIGN LAYOUT

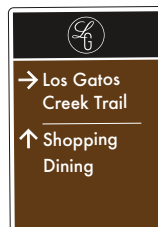


SIDE B

EXISTING CONDITIONS



SIDE A



SIGN NUMBER:

P40-14

SIGN TYPE:

P40 - Pedestrian Directional

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Mount at bump out post at crosswalk

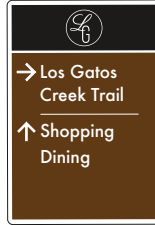
LOCATION:

SIGN LAYOUT

SIDE B



SIDE A



EXISTING CONDITIONS



P40-15

SIGN TYPE:

P40 - Pedestrian Directional

BASE & POST INFORMATION: FACING:

Use existing post

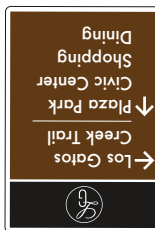
NOTES:

Mount to post 46.
May need to relocate speed limit sign

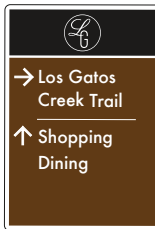
LOCATION:

SIGN LAYOUT

SIDE B



SIDE A



EXISTING CONDITIONS



P40-16

SIGN TYPE:

P40 - Pedestrian Directional

BASE & POST INFORMATION: FACING:

New post

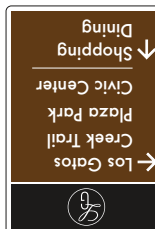
NOTES:

New square black post set into unistrut base, no holes.

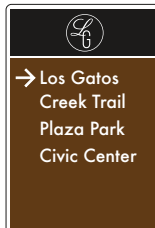
LOCATION:

SIGN LAYOUT

SIDE B



SIDE A



EXISTING CONDITIONS



SIGN NUMBER:

P40-17

SIGN TYPE:

P40 - Pedestrian Directional

BASE & POST INFORMATION: FACING:

Use existing post

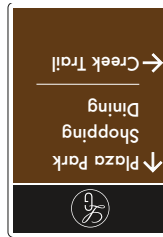
NOTES:

Mount panel to existing post 17.

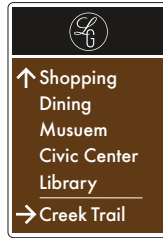
LOCATION:

SIGN LAYOUT

SIDE B



SIDE A



EXISTING CONDITIONS



P30-01

SIGN TYPE:

P30 - Parking Garage ID

BASE & POST INFORMATION: FACING:

Wall-mounted

NOTES:

Mount above garage entrance

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



P30-02

SIGN TYPE:

P30 - Parking Garage ID

BASE & POST INFORMATION: FACING:

Wall-mounted

NOTES:

Mount above garage entrance

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



SIGN NUMBER:

P35-01

SIGN TYPE:

P35 - Parking Rules and Regulations

BASE & POST INFORMATION: FACING:

Use existing posts

NOTES:

All messaging to be confirmed by Town staff.
No need for skating messages, or surveillance video messaging. Just authorized vehicle message

LOCATION:

One to be mounted at the entrance of each lot. Exact location still to be determined.

SIGN LAYOUT



EXISTING CONDITIONS

V20-17

SIGN TYPE:

V20 - Parking Directional

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Parking straight ahead
Replace old sign

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



V20-18

SIGN TYPE:

V20 - Parking Directional

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Add new parking left panel to existing post

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



SIGN NUMBER:

V20-19

SIGN TYPE:

V20 - Parking Directional

BASE & POST INFORMATION: FACING:

New post

NOTES:

Replace old post with new black post.
Parking arrow right
Hang 30 min parking below.

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



P35-02

SIGN TYPE:

P35 - Parking Rules and Regulations

BASE & POST INFORMATION: FACING:

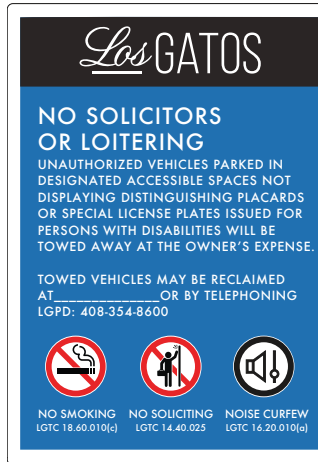
Use existing posts

NOTES:

LOCATION:

One to be mounted at the entrance of each lot. Exact location still to be determined by City staff.

SIGN LAYOUT



EXISTING CONDITIONS

P35-03

SIGN TYPE:

P35 - Parking Rules and Regulations

BASE & POST INFORMATION: FACING:

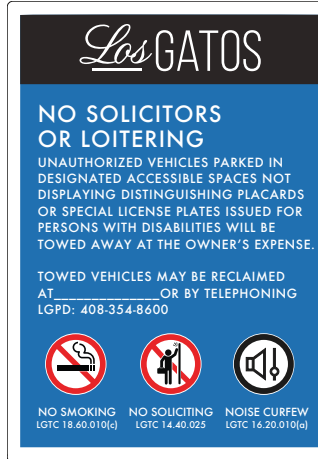
Use existing posts

NOTES:

LOCATION:

One to be mounted at the entrance of each lot. Exact location still to be determined by City staff.

SIGN LAYOUT



EXISTING CONDITIONS

SIGN NUMBER:

P35-04

SIGN TYPE:

P35 - Parking Rules and Regulations

BASE & POST INFORMATION: FACING:

Use existing posts

NOTES:

LOCATION:

One to be mounted at the entrance of each lot. Exact location still to be determined by City staff.

SIGN LAYOUT

EXISTING CONDITIONS



P35-05

SIGN TYPE:

P35 - Parking Rules and Regulations

BASE & POST INFORMATION: FACING:

Use existing posts

NOTES:

LOCATION:

One to be mounted at the entrance of each lot. Exact location still to be determined by City staff.

SIGN LAYOUT

EXISTING CONDITIONS



P35-06

SIGN TYPE:

P35 - Parking Rules and Regulations

BASE & POST INFORMATION: FACING:

Use existing posts

NOTES:

LOCATION:

One to be mounted at the entrance of each lot. Exact location still to be determined by City staff.

SIGN LAYOUT

EXISTING CONDITIONS



SIGN NUMBER:

P35-07

SIGN TYPE:

P35 - Parking Rules and Regulations

BASE & POST INFORMATION: FACING:

Use existing posts

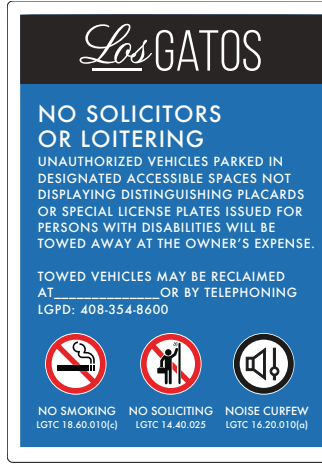
NOTES:

LOCATION:

One to be mounted at the entrance of each lot. Exact location still to be determined by City staff.

SIGN LAYOUT

EXISTING CONDITIONS



P35-08

SIGN TYPE:

P35 - Parking Rules and Regulations

BASE & POST INFORMATION: FACING:

Use existing posts

NOTES:

LOCATION:

One to be mounted at the entrance of each lot. Exact location still to be determined by City staff.

SIGN LAYOUT

EXISTING CONDITIONS



P35-09

SIGN TYPE:

P35 - Parking Rules and Regulations

BASE & POST INFORMATION: FACING:

Use existing posts

NOTES:

LOCATION:

One to be mounted at the entrance of each lot. Exact location still to be determined by City staff.

SIGN LAYOUT

EXISTING CONDITIONS



SIGN NUMBER:

P35-10

SIGN TYPE:

P35 - Parking Rules and Regulations

BASE & POST INFORMATION: FACING:

Use existing posts

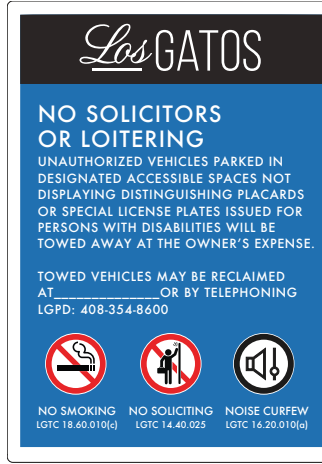
NOTES:

LOCATION:

One to be mounted at the entrance of each lot. Exact location still to be determined by City staff.

SIGN LAYOUT

EXISTING CONDITIONS



P35-11

SIGN TYPE:

P35 - Parking Rules and Regulations

BASE & POST INFORMATION: FACING:

Use existing posts

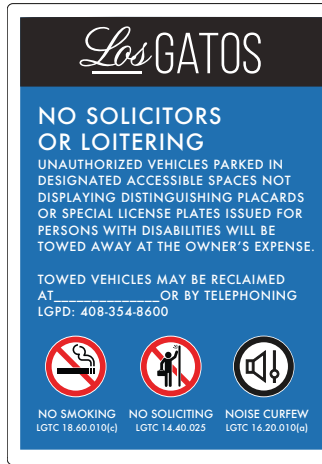
NOTES:

LOCATION:

One to be mounted at the entrance of each lot. Exact location still to be determined by City staff.

SIGN LAYOUT

EXISTING CONDITIONS



P35-12

SIGN TYPE:

P35 - Parking Rules and Regulations

BASE & POST INFORMATION: FACING:

Use existing posts

NOTES:

LOCATION:

One to be mounted at the entrance of each lot. Exact location still to be determined by City staff.

SIGN LAYOUT

EXISTING CONDITIONS



SIGN NUMBER:

P35-13

SIGN TYPE:

P35 - Parking Rules and Regulations

BASE & POST INFORMATION: FACING:

Use existing posts

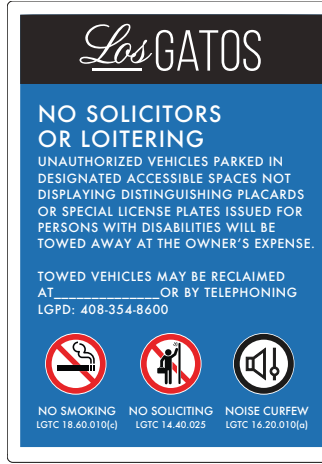
NOTES:

LOCATION:

One to be mounted at the entrance of each lot. Exact location still to be determined by City staff.

SIGN LAYOUT

EXISTING CONDITIONS



P35-14

SIGN TYPE:

P35 - Parking Rules and Regulations

BASE & POST INFORMATION: FACING:

Use existing posts

NOTES:

LOCATION:

One to be mounted at the entrance of each lot. Exact location still to be determined by City staff.

SIGN LAYOUT

EXISTING CONDITIONS



P35-15

SIGN TYPE:

P35 - Parking Rules and Regulations

BASE & POST INFORMATION: FACING:

Use existing posts

NOTES:

LOCATION:

One to be mounted at the entrance of each lot. Exact location still to be determined by City staff.

SIGN LAYOUT

EXISTING CONDITIONS



SIGN NUMBER:

P35-16

SIGN TYPE:

P35 - Parking Rules and Regulations

BASE & POST INFORMATION: FACING:

Use existing posts

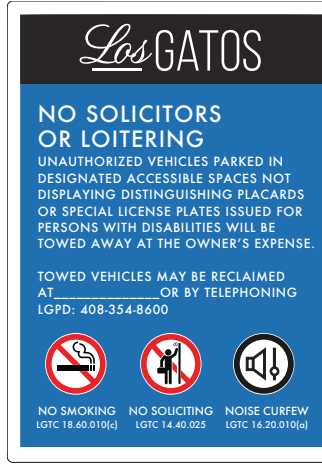
NOTES:

LOCATION:

One to be mounted at the entrance of each lot. Exact location still to be determined by City staff.

SIGN LAYOUT

EXISTING CONDITIONS



P35-17

SIGN TYPE:

P35 - Parking Rules and Regulations

BASE & POST INFORMATION: FACING:

Use existing posts

NOTES:

LOCATION:

One to be mounted at the entrance of each lot. Exact location still to be determined by City staff.

SIGN LAYOUT

EXISTING CONDITIONS



P35-18

SIGN TYPE:

P35 - Parking Rules and Regulations

BASE & POST INFORMATION: FACING:

Use existing posts

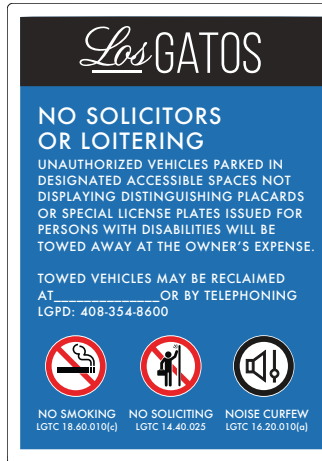
NOTES:

LOCATION:

One to be mounted at the entrance of each lot. Exact location still to be determined by City staff.

SIGN LAYOUT

EXISTING CONDITIONS



SIGN NUMBER:

P35-19

SIGN TYPE:

—

BASE & POST INFORMATION: FACING:

Use existing posts

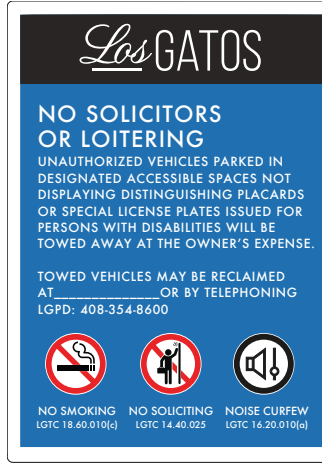
NOTES:

LOCATION:

One to be mounted at the entrance of each lot. Exact location still to be determined by City staff.

SIGN LAYOUT

EXISTING CONDITIONS



P35-20

SIGN TYPE:

P35 - Parking Rules and Regulations

BASE & POST INFORMATION: FACING:

Use existing posts

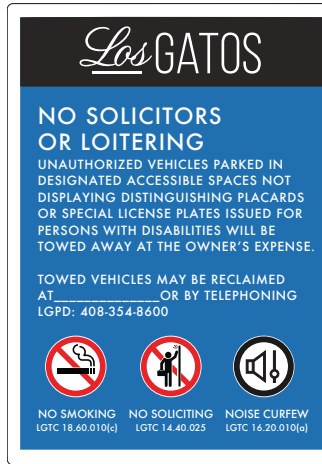
NOTES:

LOCATION:

One to be mounted at the entrance of each lot. Exact location still to be determined by City staff.

SIGN LAYOUT

EXISTING CONDITIONS



P35-21

SIGN TYPE:

P35 - Parking Rules and Regulations

BASE & POST INFORMATION: FACING:

Use existing posts

NOTES:

LOCATION:

One to be mounted at the entrance of each lot. Exact location still to be determined by City staff.

SIGN LAYOUT

EXISTING CONDITIONS



SIGN NUMBER:

P35-22

SIGN TYPE:

P35 - Parking Rules and Regulations

BASE & POST INFORMATION: FACING:

Use existing posts

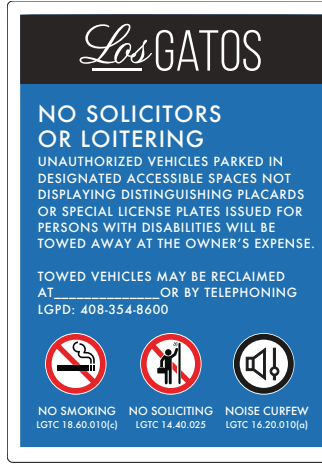
NOTES:

LOCATION:

One to be mounted at the entrance of each lot. Exact location still to be determined by City staff.

SIGN LAYOUT

EXISTING CONDITIONS



P35-23

SIGN TYPE:

P35 - Parking Rules and Regulations

BASE & POST INFORMATION: FACING:

Use existing posts

NOTES:

LOCATION:

One to be mounted at the entrance of each lot. Exact location still to be determined by City staff.

SIGN LAYOUT

EXISTING CONDITIONS



P35-24

SIGN TYPE:

P35 - Parking Rules and Regulations

BASE & POST INFORMATION: FACING:

Use existing posts

NOTES:

LOCATION:

One to be mounted at the entrance of each lot. Exact location still to be determined by City staff.

SIGN LAYOUT

EXISTING CONDITIONS



SIGN NUMBER:

P35-25

SIGN TYPE:

P35 - Parking Rules and Regulations

BASE & POST INFORMATION: FACING:

Use existing posts

NOTES:

LOCATION:

One to be mounted at the entrance of each lot. Exact location still to be determined by City staff.

SIGN LAYOUT



EXISTING CONDITIONS

P40-18

SIGN TYPE:

P40 - Pedestrian Directional

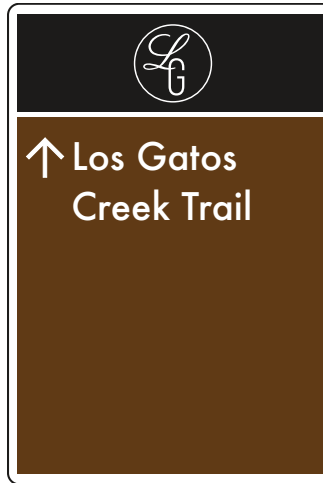
BASE & POST INFORMATION: FACING:

Fence-mounted

NOTES:

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



P40-19

SIGN TYPE:

P40 - Pedestrian Directional

BASE & POST INFORMATION: FACING:

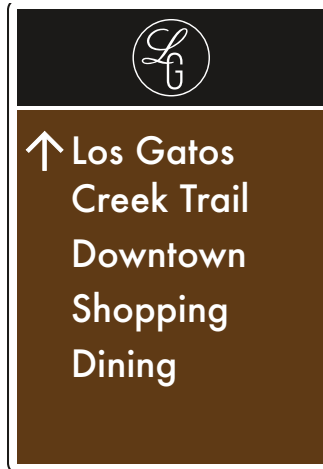
New post

NOTES:

In safe place adjacent to, but off the pathway. General location shown here, but should be set to the left, off the pathway clear of pedestrians.

LOCATION:

SIGN LAYOUT



EXISTING CONDITIONS



SIGN NUMBER:

P37-01

SIGN TYPE:

P37 - Parking Garage Directional

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Two panels back to back on existing post

LOCATION:

SIGN LAYOUT



SIDE A

EXISTING CONDITIONS



SIDE B



P37-02

SIGN TYPE:

P37 - Parking Garage Directional

BASE & POST INFORMATION: FACING:

Use existing post

NOTES:

Two panels back to back on existing post

LOCATION:

SIGN LAYOUT



SIDE A

EXISTING CONDITIONS



SIDE B





TOWN OF
Los GATOS
CALIFORNIA

**DOWNTOWN MASTER PLAN
FOR SIGNAGE & WAYFINDING**

**FINAL DESIGN INTENT
BID PACKAGE
2 OF 2**

September 7, 2023

GENERAL SPECIFICATIONS

SPECIFICATIONS

1.1 CONTRACT DOCUMENTS

A. The contract documents to bid, fabricate and install signage and graphic elements for this project consists of:

1. Part 1 of 1
Location Plans, Message Matrix and Specifications are included in an 11" x 17" bond drawings set.

- Location Plans locate all signage and graphic elements.
- The Specifications state the technical description of minimum quality and performance required of signage and graphic elements.
- Message Matrix list messages by sign type, message number and exact sign unit number.

1.2 QUALITY ASSURANCE

A. Design Criteria

1. Structural design: Details on drawings indicate a design approach for sign structure but do not necessarily include all fabrication details required for the complete structural integrity of the signs, including consideration for static, dynamic and erection loads during handling, erecting, and service at the installed locations, nor do they necessarily consider the preferred shop practices of the individual sign fabricators. Therefore, it shall be the responsibility of the fabricator to perform the complete structural design of the signs and to incorporate all the safety features necessary to adequately support the sign for its intended use and purpose and to protect the Town. Designs, which meet or exceed industry and code standard engineering practices, will be required. The sign fabricator shall submit engineer stamped calculations for foundations, lifting eyes and other sign components that affect the structural design. These shall be submitted to Hunt Design for information only.

- a. Include foundations when part of the signage and graphics work.
- b. When required because of size or weight of sign, provide lifting eyes. Lifting eyes shall be removable or visually inconspicuous in the finished work.
- c. Include support backing and connection to existing support structure or mounting surface.

2. Town required provisions:

- a. Structural engineering provided by the Contractor should incorporate calculations based on a 100-m.p.h. wind load.
- b. The bottom of the sign to grade should be a minimum of 9'-0" for vehicular directional signs, a minimum of 8'-0" to bottom of pedestrian directional signs and a 5'-0' dimension to center of pedestrian map signs. All signs should be a minimum of 2'-6" from curb face to edge of sign panel. Verify each pole, new vs. existing, decorative style, fluted or straight, size of diameter, orientation and clearances to curb or existing structures prior to fabrication and installation.

3. Fabrication and installation design: Unless otherwise directed by the Town, design to withstand severe guest abuse and souvenir theft vandalism, but not less than equivalent of resisting simple hand implements and tools (screwdrivers, knives, coins, keys, and similar items), and adult physical force for approximately 10 minutes.

4. Interpretation of Plans and Specifications:

- a. The Town will interpret the meaning of any part of the Plans and Specifications about which any misunderstanding may arise, and the Town's decision will be final. Should there appear to be any error or discrepancy in or between the Plans and Specifications, the Contractor shall refer the matter to the Town for adjustment before proceeding with the work. Should the Contractor proceed with the work without so referring the matter, the Contractor does so at its own risk and must bear any additional cost incurred as a result of failure to so refer.

1.3 SUBMITTALS

A. Shop Drawings: Provide one (1) digital copy of shop drawings in an editable Macintosh pdf format file for all sign types identified in this package to Hunt Design for review prior to fabrication. Confirm program version with Hunt design prior to submittal for proper compatibility.

1. Shop Drawings definition:

- a. Shop instruction drawing on vendor's title-block showing exactly how the sign will be made: exact materials; techniques; processes; dimensions; internal structure; lighting fixtures; ballast and wiring; welds; connections; fasteners; mounting details; access panels and other pertinent information. Cutting and pasting of Design Drawings into fabricator's titleblock to represent Shop Drawings is not permitted.
- b. Include message listing with all forms, symbols and text to be used. Message listing to correspond to numbering system shown on Signage Location Plans and Signage Design Drawings.
- c. These drawings will, once accepted, be signed as reviewed by Hunt Design and will become the documents from which the signs are fabricated.
- d. Alternates or Substitutions: Vendor requests to substitute alternate materials or techniques other than those noted on drawings or specifications Quality Assurance. The Town or Hunt Design may request actual samples for approval of substitutions.

2. As-Built Drawings:

- a. One complete set of drawings reflecting the as-built condition of all signs shall be submitted to the Town within 30 days of acceptance of the work. This one set of drawings shall incorporate all details of the work. References to previous drawings or submittals are not acceptable.

B. Patterns: Provide two (2) full size, paper patterns for all signs with painted, curved, stenciled, cutout, fabricated, routed, or sandblasted letters, characters, forms or other as noted on drawings to Hunt Design for review. Identify each pattern with the sign number to which the pattern applies.

1. Pattern definition:
 - a. Full size exact outline on white paper of each letter, word, character, or form. Include outline of sign panel. Make outlines dark enough for long distance viewing legibility.
 - b. This pattern once accepted will be signed as reviewed by Hunt Design and will become the pattern or template for shop fabrication.
 - c. Retain all original annotated patterns reviewed by Hunt Design during pattern submittal process. Retain final approved/stamped pattern for use and review at installation.

C. Engineering: Sign Contractor to provide "wet stamped" engineering calculations and data for all components of stress, including structural members, footings, mounting hardware and all method of connections integral to the completion and installation of all applicable sign types.

D. Typical color and material samples: Identify each sample with the sign type number to which the sample applies and submit samples to Hunt Design for review.

1. Three (3) paint samples, 6" x 6", on actual specified materials to match color, texture and finish.
2. Three (3) each type exposed metal used for major elements of work with respective finish.
3. Three (3) each type adhesive plastic film, including die-cut designs.
4. Three (3) decorative hardware, including bolt heads, nail heads, screw heads, rivets and similar exposed items.
5. Three (3) of all other items as may be required by the Town or as indicated on Drawings.
6. Three (3) each concrete, 6" square x 3" thick with textures and finishes to match site conditions or drawing specifications.
7. Three (3) vinyl samples with translucent inks on actual specified materials to match color, texture and finish.
8. Three (3) copies of Manufacturer's Certificates of Material Standards to meet all applicable Code and Ordinance Requirements.

E. Artwork:

1. Sign Contractor to provide all sign type artwork, including films, typesetting, and variations in required graphic images. Contractor artwork to be generated based on samples of template electronic art files provided as guides for actual production art.

1.4 MATERIAL HANDLING

- A. Pack, wrap, crate, bundle, box, bag, or otherwise package, handle, transport, and store all fabricated work as necessary to provide protection from damage by every cause.
- B. Provide clear and legible identifying information on all product packaging to ensure proper on-site review and installation.

1.5 PROJECT CONDITIONS

A. Protection:

1. Protect signs after installation from damage due to subsequent construction activities until acceptance by the Town, including but not limited to following.
 - a. Plaster or painting overspray or droppings on both shop-finished or field-finished signs and graphics.
 - b. Physical impact damage from construction activities, including workmen and equipment.
2. Warning signs and other methods of protection must be sufficiently substantial to withstand normal, anticipated construction activities and are subject to the Town's approval.

B. Sequencing/Scheduling: Coordinate fabrication, delivery, installation, field finishing and field-application, where applicable, of the work of this section, with progress of construction and Town's schedule. The Town retains right to provide only 24 hours notice for required delivery, installation, field-finishing, and field-application of Work of this section.

C. Existing utilities and underground obstructions:

1. The Contractor is to submit for underground utility verification using "Dig-Alert" or equal at the Contractor's expense to ensure that there are no conflicts at each and all sign locations prior to installation. Where discrepancies occur, it shall be the responsibility of the Contractor to submit these discrepancies to the Town for clarification prior to installation.

1.6 WARRANTY

- A. Warrant all work against failure because of faulty materials, workmanship, and design for a period of three years from date of acceptance by the Town.
- B. Fading, cracking, warping, peeling, delaminating, rusting, corroding and structural failure, including distortion by whatever cause, shall be construed to mean failure because of faulty materials and workmanship.
- C. Failures during the warranty period shall be repaired or replaced to the satisfaction of the Town, at no cost to the Town, and must be reported within thirty calendar days from acceptance by the Town.
- D. In the event the contractor has not repaired or replaced failures during the warranty period to the satisfaction of the Town, the Town will perform the repair or replacement at cost to the contractor.

1.7 WORKMANSHIP

- A. Trades work: It is intended that the workmanship be of the highest quality obtainable by the respective trades and crafts experienced in the fabrication of signs.
- B. Artisans: It is intended that work of an artistic nature such as gilding artistic carving and engraving, artistic painting be executed by artisans with experience, credentials, and reputation to satisfy the demands of the Town.

1.8 FABRICATION - GENERAL

- A. Intent of Specifications: Finished work shall be of highest quality to pass eye-level examination and scrutiny by the Town and Hunt Design.
- B. Copy application: Sign copy shall be crisp, sharp, clean, and free from "ticks," discontinuous curves, line waver, and similar type imperfections.
 - 1. Letterforms shall conform to prescribed proportions.
 - 2. Messages shall be set computer generation with Photo Typositor or equivalent quality.
 - 3. Whenever possible, messages shall be set full-size.
 - 4. Letterforms shall be aligned to maintain a baseline parallel to sign format, with margins and layout as indicated on design Drawings and approved shop drawings.
- C. Sign construction:
 - 1. Construct work to eliminate burrs, cutting edges, and sharp corners.
 - 2. Finish welds on exposed surfaces to be imperceptible in the finished work.
 - 3. Except as indicated or directed otherwise, finish surfaces smooth.
 - 4. Surfaces, which are intended to be flat, shall be without bulges, depressions, oil canning, or other physical deformities; use thicker materials or other means of stiffening or reinforcement to achieve intended results.
 - 5. Surfaces, which are intended to be curved, shall be smoothly free flowing to required shapes.
 - 6. Except where approved otherwise by the Town conceal fasteners.
 - 7. Make signs tight fitting, between parts and sections, and with adjacent surfaces. Unless indicated otherwise, non-welded joints between various portions of signs must be weatherproof (for exterior signs) and have tight, hairline-type appearance, without gaps (varying or otherwise). Provide sufficient fastenings to preclude looseness, racking, or similar movement.
 - 8. Exercise care to assure that finished surfaces are unblemished in completed Work.
 - 9. Isolate dissimilar materials. Exercise particular care to isolate non-ferrous metals from ferrous metals, including fasteners.
 - 10. SignFix/Band-it hardware and strapping:
 - a. Quantity and configuration of SignFix channels shown on Design Drawings are for design intent only. Sign Contractor is to verify and implement actual spacing configurations by utilizing software developed by SignFix. The software is an aid to establishing correct structural integrity and support under adverse conditions. If additional support is suggested, the sign

contractor is to provide detail drawings to the Town prior to fabrication for review and approval.

- D. Copy: Unless specifically indicated on Drawings otherwise, fabricate sign copy as follows.
 - 1. Cut-out copy: All text and graphic cut-outs shall be made from material and gauge as indicated on Design Drawings. Cutting shall be done in such manner that edges and corners of finished letterforms will be sharp and true. Letterforms with nicked, cut, ragged, rounded (positive or negative) corners, and similar disfigurements will not be acceptable.
 - 2. Silkscreened copy: Finish sheen of copy to match sheen of copy panel background (gloss, semi-gloss, or sheens between). Edges of letters shall be straight and corners sharp. Surface of letters shall be uniform in color, finish, and free from pinholes and other imperfections.
 - 3. Vinyl letters: Vinyl letters and numbers shall be die-cut unless the Town approves an alternate process prior to fabrication. Copy shall be prespaced with 3-M series 2-application tape, prior to installation on sign. No exceptions.
 - 4. Digital print processes, including dye-sublimation: As approved by the Town.
- E. Vinyl sheeting:
 - 1. Shrinkage: The retroreflective sheeting shall comply with the shrinkage requirements contained in ASTM D 4956 section 7.8, shall be weather resistant and show no appreciable cracking, blistering, crazing or dimensional change after three years unprotected outdoor exposure conducted according to ASTM G7.
- F. Metal finishes:
 - 1. Aluminum:
 - a. Mill finish - painted: AA M12 C40 (as fabricated, non-specular mechanical finish with conversion coating for paint adhesion).
 - b. Smooth finish - painted: AA M21 C12 C40 (buffed, smooth specular mechanical finish with chemically clean non-etched finish with conversion coating for paint adhesion).
 - c. Unexposed or concealed surfaces may be mill finish.
 - 2. Ferrous - galvanized: ASTM A123.
 - 3. Structural reinforcing: Provide reinforcing as required.
 - a. Refer to Article 1.2 - "QUALITY ASSURANCE"
 - 4. Preparation for painting:
 - a. After units have been removed from the molds, and before shipping, prepare units for painting and finishing in accord with the following procedure, in sequence listed, to remove wax and mold residue, and to provide the proper base for acceptable applied finishes.
 - 1. Remove fins and ragged edges.
 - 2. Wash surfaces using either:

- (2a) 650 psi pressure wash.
- (2b) Steam cleaning.
- (2c) Hand wash with scrub brush and follow with a thorough rinse.
- 3. Chemically wash surfaces by hand, using clean rags. Change rags often enough to prevent wax contamination of the cleaner and prevent smearing or moving the wax from one area to another.
- 4. Be sure that all wax and form release has been removed. Failure of finish applied over form release not apparent during finish application but fails later is the fabricator Vendor's responsibility.

G. Painting and Finishing:

- 1. Definitions:
 - a. The term "paint" as used herein includes enamels, polyurethanes, paints, primers, sealers, fillers, stains, and coatings systems whether used as prime, intermediate or finish coats.
 - b. The term "system" implies that each finish is comprised of materials and quantities recommended by the approved materials manufacturer for the surface to be finished, and includes preparation priming/sealing, and intermediate and finish coats as applicable.
- 2. Sample finishes: Refer to Article 1.3 - "SUBMITTALS".
- 3. Paint color references: As indicated on Drawings.
- 4. Paint formulation: All paint materials shall be especially formulated to meet all local and state environmental codes and specifications, with anti-mildew agents incorporated into the formulations. This requirement applies to all materials including those for interiors of sign cabinets and cans. In addition, include carefully balanced ultraviolet inhibitors for exterior materials.
 - a. Compile and maintain a listing of all paint colors with the factory batch number and formulation code for all paints and coatings. For custom semi-opaque and/or "wash" type finishes, provide specific mix/"reduced" formulations. At the date of substantial completion, submit the list to the Town for future maintenance reference.
- 5. Application:
 - a. Properly prepare sub surfaces and apply materials in an environment most favorable for producing best quality work. Where indicated or necessary, etch surfaces prior to applying finish paint materials.
 - b. Apply materials by spray to obtain finish approved by the art director.
 - 1. Finish surfaces shall be free of streaks, laps, runs, or pile-up of paints, with all surfaces uniformly covered.
 - 2. Surfaces with overspray are not acceptable.

- c. Unless specified or directed otherwise, provide semi-gloss (specular gloss value of 50 in accord with ASTM D523) finish for all surfaces.
- d. Unless specified or directed otherwise, provide "clear coat" finish over all exposed, finish painted surfaces consisting of a two-component catalytic, clear, acrylic polyurethane enamel with ultraviolet inhibitors.
- e. Unless otherwise directed by the Town, provide semi-gloss for metal and plastic surfaces and flat/matte gloss for wood surfaces.
- f. Seal all edges of plywood and end grain of solid stock wood even though it may be concealed by other work.

6. Paint schedule:

a. Aluminum:

- 1. Interior of illuminated sign cans, including internal support/mounting system:
 - (1a) Pretreatment: Etching/wash type as recommended by manufacturer.
 - (1b) 1st coat: Epoxy primer.
 - (1c) 2nd and 3rd coats: Flat alkyd or 100% flat acrylic latex. Vinyl acrylics and similar acrylic blends are not acceptable.
- 2. Exterior surfaces of signs:
 - (2a) Pretreatment: Etching/wash type as recommended by manufacturer.
 - (2b) 1st coat: Epoxy primer as recommended by manufacturer.
 - (2c) 2nd coat: Two-component catalytic, linear, aliphatic polyurethane enamel with ultraviolet inhibitors. Automotive-type enamels are not acceptable.

H. Screen Printing:

- 1. Transparent inks: As manufactured by 3M or equal.
 - a. Screen material for screen-printing process:
 - 1. Stainless steel, nylon or polyester with 250 lines per inch, or finer.
 - 2. Use 16 XX screen for printing on cloth fabric.
 - 3. Screen Printing for 3M retroreflective sheeting Series 3970:
 - b. 3M Ink Series 880 (no known equal)
 - c. Series 880 process colors can be screen processed at 60-100 F at relative humidity of 20-50%. Use of PE 157 screen mesh with a fill pass.

- I. Concrete:
 - 1. Concrete footings for freestanding signs shall be approved structural footing mix (1" rock) and prepared per manufacturer's specifications, with a 28-day compressive strength of not less than 2,500 pounds per square inch. Unless indicated otherwise, footings shall be reinforced with #4 steel re-bar at 12" on center. Provide details in Shop Drawings. Finish of exposed concrete sign base shall be as indicated on Design Drawings and shall be free of any form impressions.
 - 2. Concrete Specifications:
 - a. Codes and Standards: ACI 301 "Specifications for Structural Concrete for Buildings"; ACI 311 "Recommended Practice for Concrete Inspection; ACI 318 "Building Code Requirements for Reinforced Concrete"; ACI 347 "Recommended Practice for Concrete Formwork;" ACI 304 "Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete"; Concrete Reinforcing Steel Institute "Manual of Standard Practice"; comply with applicable provisions except as otherwise indicated. Comply with Building Code requirements which are more stringent than the above. Perform testing as specified in Division 1.
 - b. Portland Cement: ASTM C 150. Type as specified on the Drawings unless otherwise approved by the Structural Engineer.
 - 3. Aggregates:
 - a. Footings: STM C 33, regular concrete.
 - b. Flat sheets or Pre-Cast Panels: Use 3/8" pea gravel.
 - c. Water: Clean, drinkable.
 - d. Air-Entraining Admixture: ASTM C 260 per approved mix design.
 - e. Water-Reducing Admixture: ASTM 494. Type A per approved mix design.
 - 4. Reinforcing Bars: ASTM A 615. Grade 60.
 - 5. Welded Wire Fabric: ASTM A 185: flat sheets only.
- J. Anti-Graffiti Coatings - General
 - a. Coatings shall consist of a solvent based, water resistant, highly durable application that can be sprayed, rolled or brushed onto any architectural or sign surface, such as concrete, plaster, brick, wallboard, steel, aluminum or wood. Once applied and cured, all coatings must also be impervious to damage by graffiti removers or cleaners. Coating and cleaner compatibility is paramount. The coating must come in low gloss or glossy and meet the following specifications as manufactured by Tradewinds International Inc, Ameron Coatings or approved substitution.
- 1. Anti-Graffiti Coatings - Application
 - a. Protective Coating: Must be applied to clean, dry surface, bare or previously painted, including graffiti paint. No grease, oil, dirt, dust, silicon or any loose foreign material may be on the surface to be coated.

- 2. Cleaning protocols
 - a. Steel - Sand or bead blast to gray metal. Prime or apply topcoat direct-to-metal (dtm) before flash rust.
 - b. Aluminum - Clean with solvent in small, manageable areas. All oil, grease, silicon, etc., must be adequately removed and the solvent completely evaporated before application.
 - c. Painted Surfaces - Old paint should be chemically cleaned and etched with TSP or equivalent to remove oxidation, dirt, oil, grease, etc., and then properly dried before coating application. Testing for paint and coating compatibility is recommended.
 - 3. Anti-Graffiti Coatings - Removal
 - a. The graffiti remover must have the following characteristics be easily sprayable by trigger or pump applicator; be of sufficient thixotropic or gelatinous consistency to hang on vertical or overhead surfaces without running; rinse off easily with water; be completely biodegradable; be non-toxic; be non-flammable; contain no petroleum distillates; and contain no ingredients classified as hazardous by any state or federal agency.
 - b. Spray affected area only. Use natural bristle brush or cloth to agitate compound into graffiti. Remove all material from surface with damp cloth or water spray, depending on surface. Repeat procedure if necessary.
 - 3. Anti-Graffiti Sheeting - General
 - a. Sheeting shall be a matching component system consisting of a high performance protective transparent overlay for use on signs made from 3M sheeting, films and images.
 - b. Series 1160 or 1160A, a durable, solvent resistant, transparent, fluoropolymer film coated with a transparent pressure-sensitive adhesive as manufactured by 3M, Calon or approved substitution.
- 1.9 MATERIALS
- A. Use materials, parts, fasteners, etc. of only the highest quality.
 - 1. Vinyl die cut film: As manufactured by 3M Company or equal.
 - 2. Aluminum extrusion and sheeting to meet Federal Specifications QQ-A-200/9; 6063-T52 and QQ-A-250/11; 6061-T6. Finishes are as specified on the Signage Design Drawings.
 - 3. Steel extrusion and sheeting to meet Federal Specifications ASTM A36; ASTM A366 and ASTM A519. Finishes are as specified on Signage Design Drawings.
 - 4. Paints - Use Matthews Paints, PPG or equal.
- 1.10 INSPECTION
- A. The Town and Hunt Design reserve the right to inspect work in the fabrication shop in progress and before it is shipped to the jobsite for installation.

- B. Fabricator shall inspect installation locations for conditions, which will adversely affect execution, performance, and quality of work, and shall not proceed with installation until unsatisfactory conditions have been corrected.

1.11 INSTALLATION - GENERAL

- A. Verify and stake the exact sign locations at on site walk-thru with Hunt Design and the Town Notify the Town of any conditions that may adversely affect satisfactory installation of graphic elements.
- B. Except as indicated otherwise on the drawings, install prefabricated work plumb, level, square and true to line.
- C. Securely anchor work in proper location using anchors, anchorages, fasteners, or other methods approved on shop drawings. All anchors and fasteners shall be appropriate to the anchorage condition.
- D. Coordinate work and access to site with the Town.
- E. Final adjustment and cleaning:
 - 1. Touch-up all scratched, marred, abraded, or otherwise damaged surfaces to match original surfaces.
 - 2. Clean-up work area after installation has been completed.
 - 3. Sign fabricator shall be responsible for repairing or correcting damage to other contractor's work resulting from sign fabricator's work.

End of Specifications



SIGN TYPE MENU

SIGNTYPE MENU

LOT 4
LOWER LEVEL

EMPLOYEE PERMIT REQUIRED MON-FRI 9AM-5PM

P PUBLIC PARKING AFTER 5PM & ALL DAY SAT-SUN



P30
PARKING GARAGE ID



G1
BRANDED
TOWN GATEWAY

G2
VERTICAL
BRANDED BANNER

V10
WAYFINDING
DIRECTIONAL

V20
PARKING
DIRECTIONAL

P10
TWO-POSTED
PARKING LOT ID

P20
SINGLE-POSTED
PARKING LOT ID












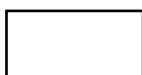
P25
NORTH SIDE
PARKING LOT ID





P35
PARKING RULES
& REGULATIONS

P37
PARKING
GARAGE
DIRECTIONAL

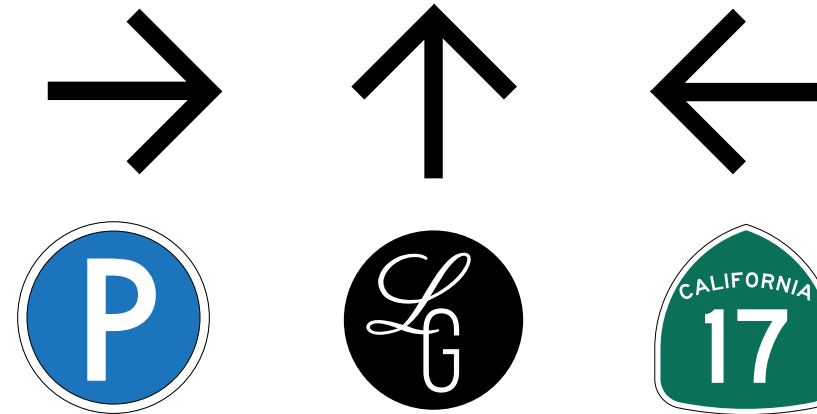
P40
PEDESTRIAN
DIRECTIONAL

COLOR SCHEDULE

No.Color	Name	Paint/Vinyl No.	Manufacturer	Finish
 P0	Brown Betty <i>(Dark Brown)</i>	MP00158	Matthews Paint	Satin
 P1	Raw Brown <i>(Los Gatos Brown)</i>	MP00608	Matthews Paint	Satin
 P½	Mocha Latte <i>(Lightest Brown)</i>	MP00608	Matthews Paint	Satin
 P2	Chili Powder <i>(Lot 2 Orange)</i>	MP06290	Matthews Paint	Satin
 P3	Sonoma Shiraz <i>(Lot 3 Purple)</i>	MP08303	Matthews Paint	Satin
 P4	Green Herb <i>(Lot 4 Green)</i>	MP00056	Matthews Paint	Satin
 P5	Tackle Box Green <i>(Lot 5 Dark Green)</i>	MP15953	Matthews Paint	Satin
 P6	Czech Flag Blue <i>(Lot 6 Navy)</i>	MP023061	Matthews Paint	Satin
 P7	Tralee Blue <i>(Parking)</i>	MP04654	Matthews Paint	Satin
 P8	Black is Back <i>(Los Gatos Black)</i>	MP59647	Matthews Paint	Satin
 P9	Black Mamba	MP25595	Matthews Paint	Satin
 P10	Matthews White		Matthews Paint	Satin

 V1	White Reflective	3M #7310	3M Advanced Flexible Engineer Grade Reflective Sheeting
 V2	Matte White	3M 7725-20	3M Opaque Vinyl
 V3	California State Route 17 Green	3M 1177 Green	3M Electrocut Film
 V4	Olympic Blue <i>(Parking blue)</i>	3M 3630-57	3M Scotchcal Translucent Film

ARROWS & SYMBOLS



Los GATOS

TYPOGRAPHY

Clearview Highway 2B

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz1234567890

Used for destinations on vehicular signage only

Futura Medium

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz1234567890

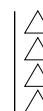
Used for destinations on pedestrian signage and Parking Identification Signs

Futura Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz1234567890

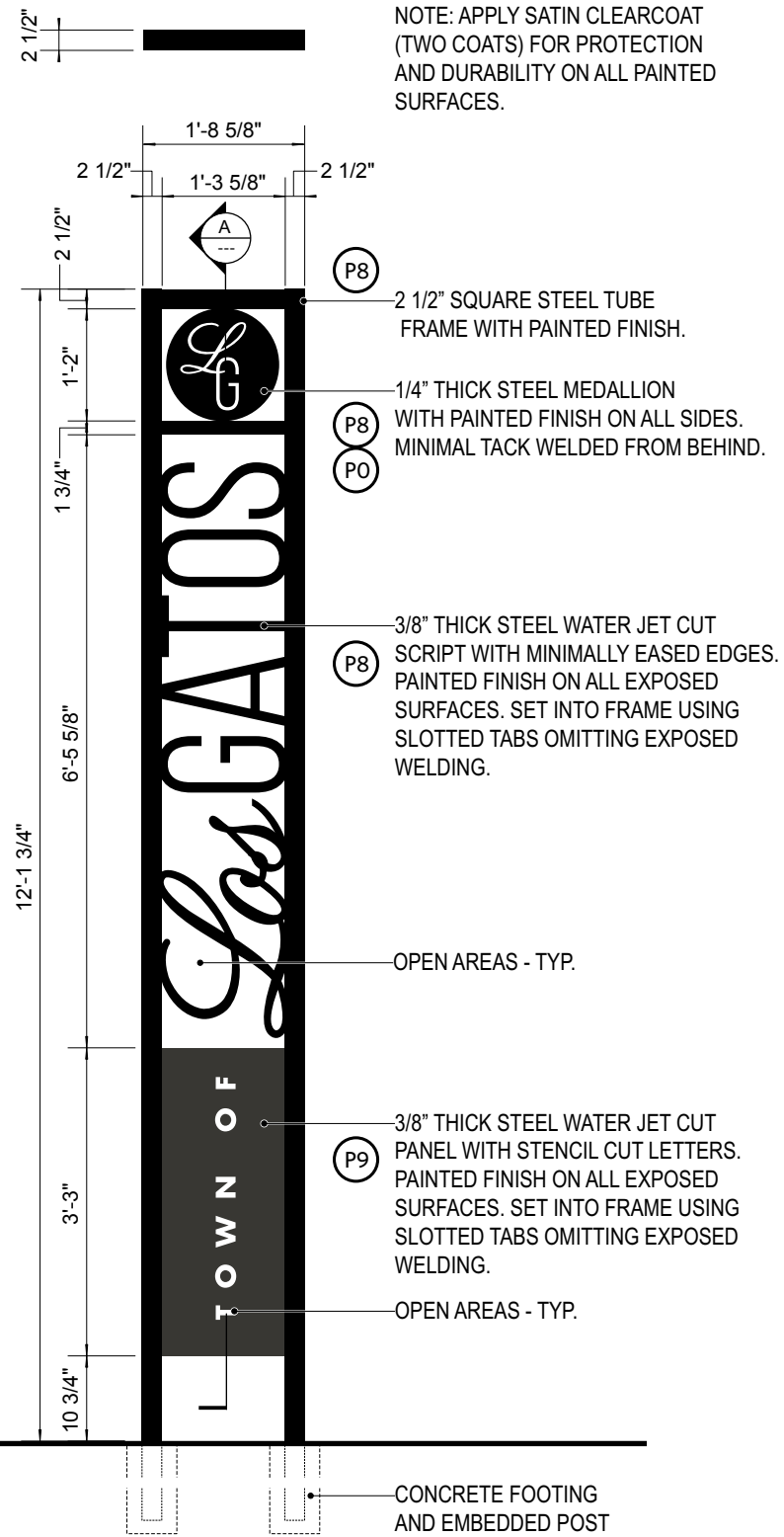
GENERAL NOTE

- Contractor to confirm new pole locations, panel clearances from grade and from face of curb prior to fabrication. Refer to GENERAL SPECIFICATIONS, "QUALITY ASSURANCE" 1.2-A-2b and "PROJECT CONDITIONS 1.5-C-1 for additional references.



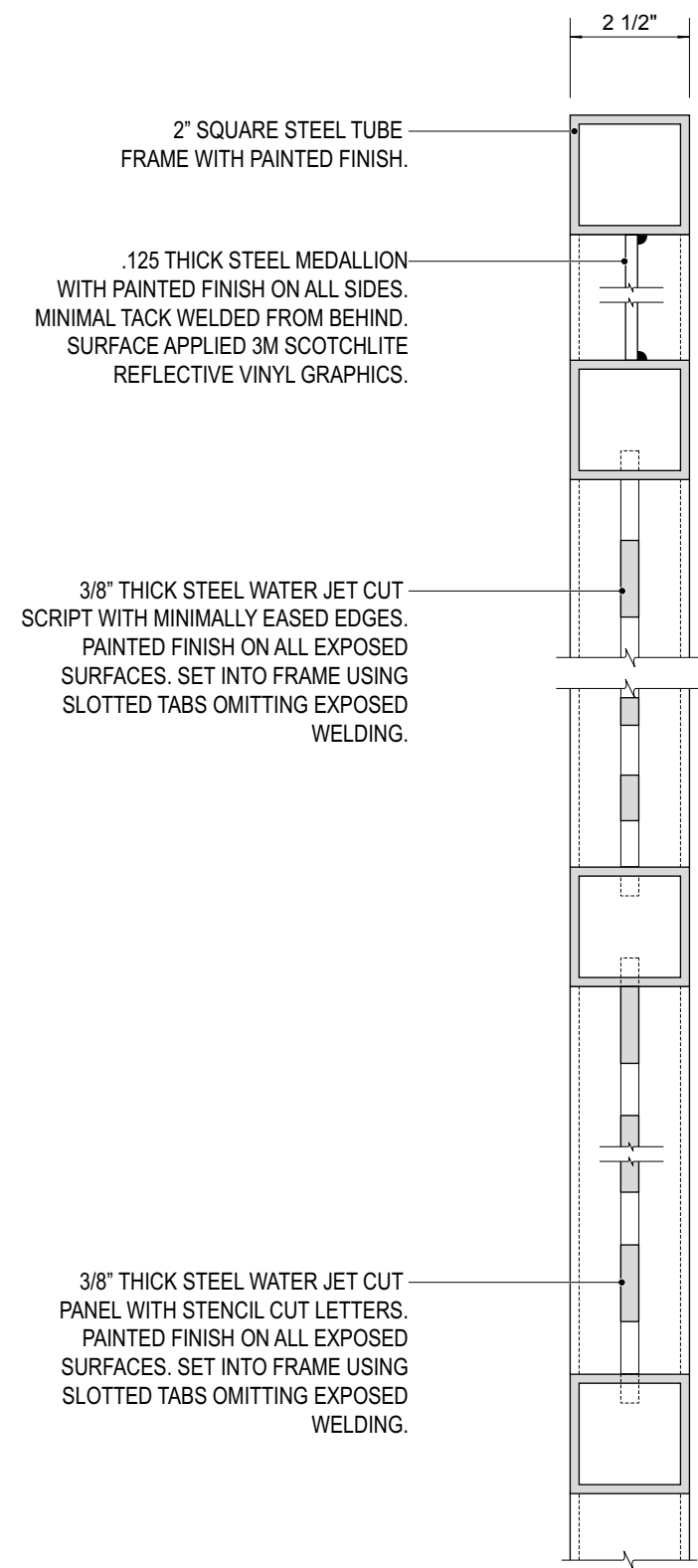
DETAIL DRAWINGS

PLAN VIEW



FRONT VIEW

SIDE VIEW



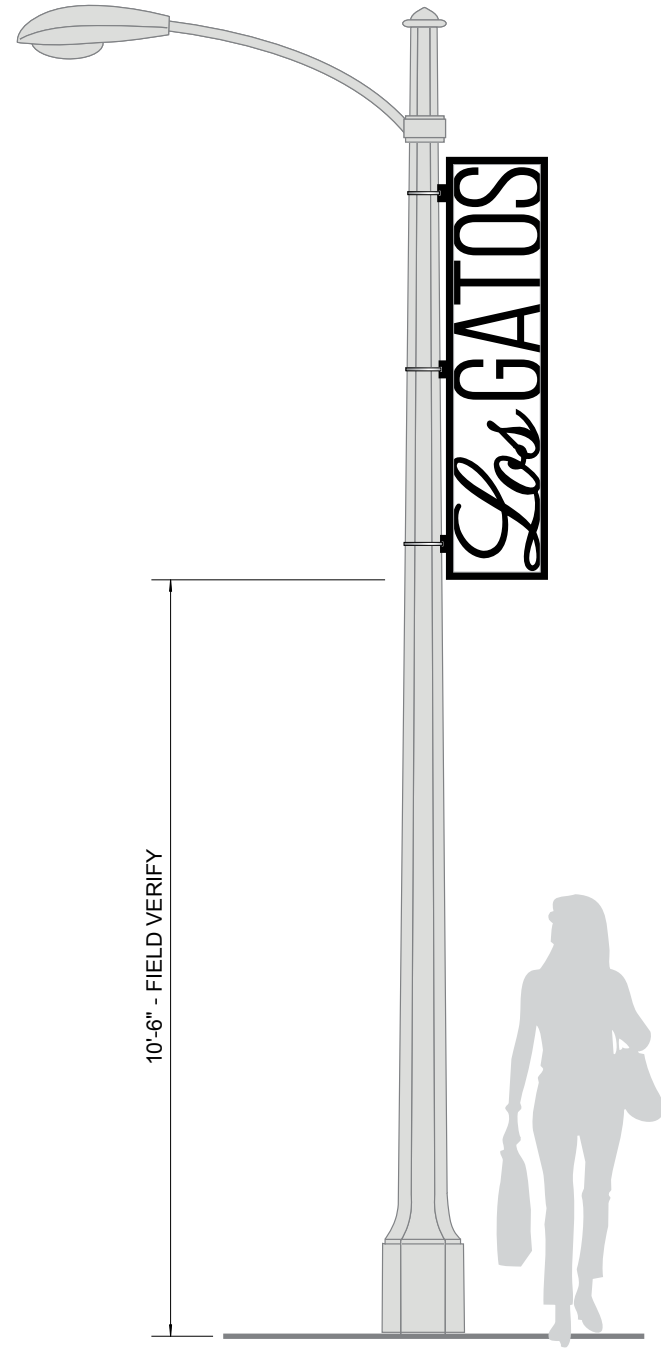
CONTEXT ELEVATION

SCALE: 1/2" = 1'-0"

DETAIL

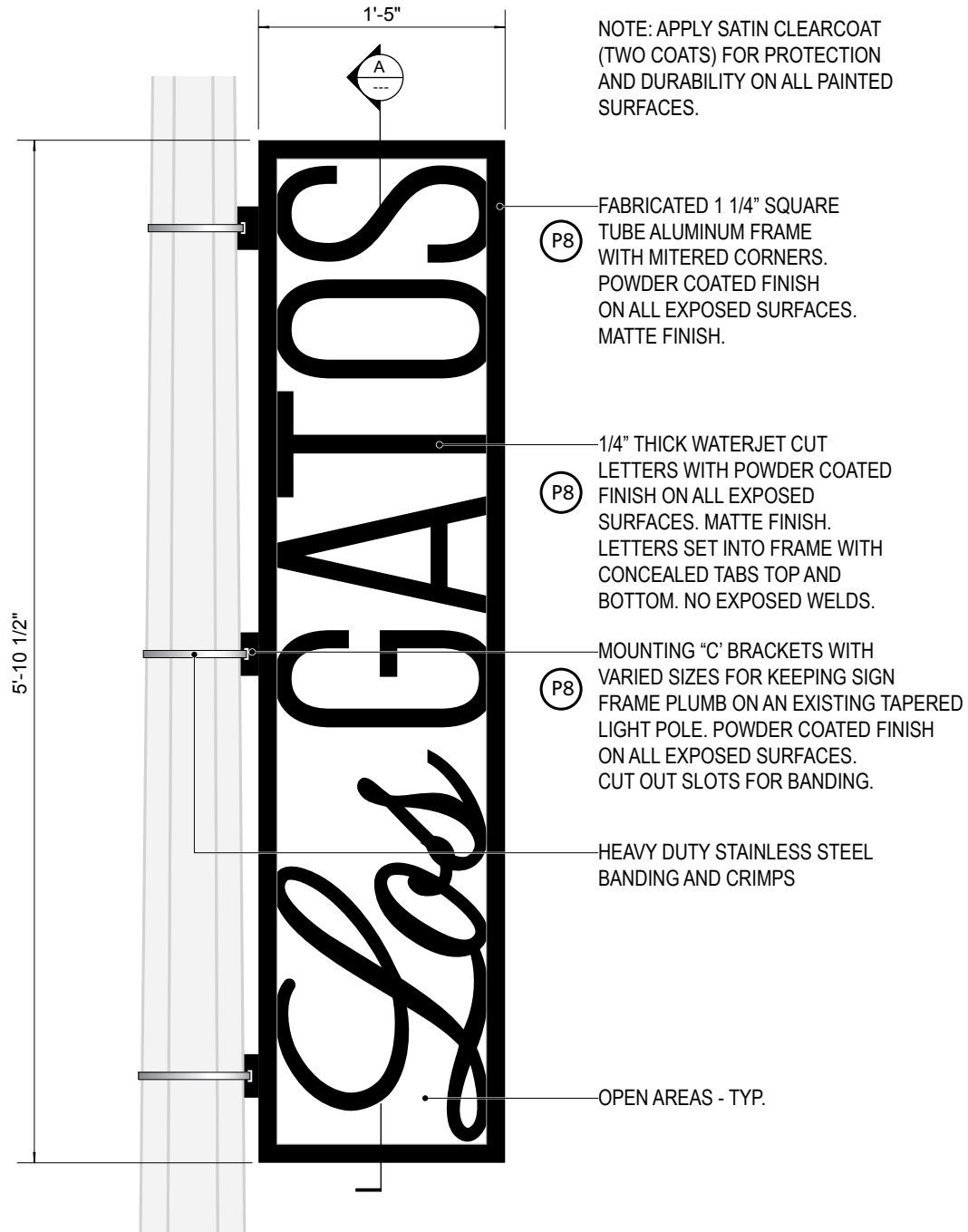
SCALE: 3" = 1'-0"

A



CONTEXT ELEVATION

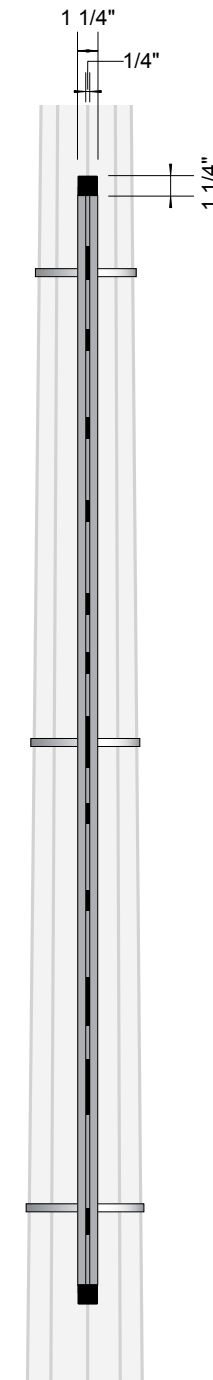
SCALE: 3/8" = 1'-0"



FRONT VIEW

ELEVATION

SCALE: 1" = 1'-0"

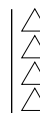


SIDE VIEW

DETAIL

SCALE: 1" = 1'-0"

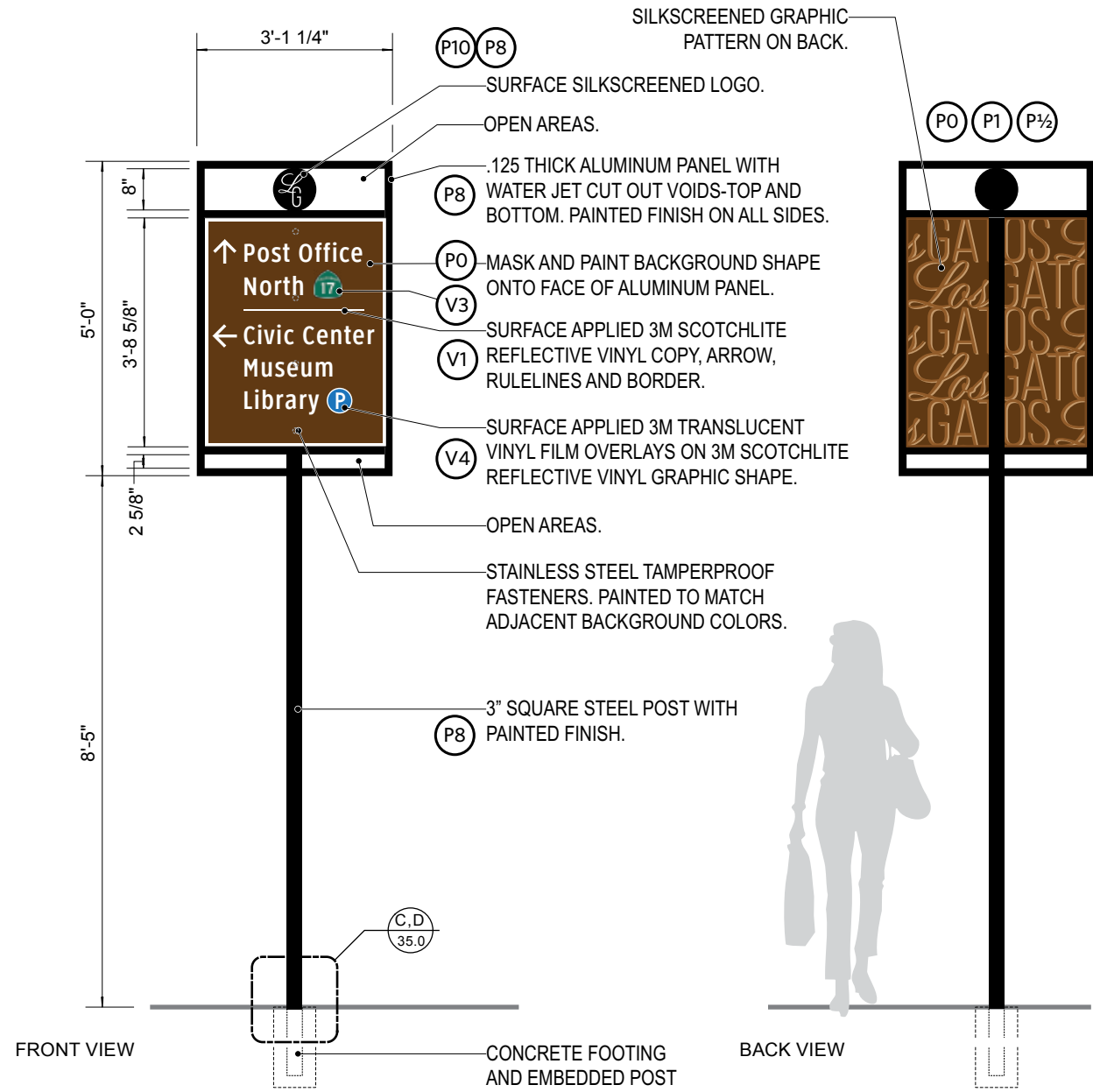
A





PLAN VIEW
0.125"

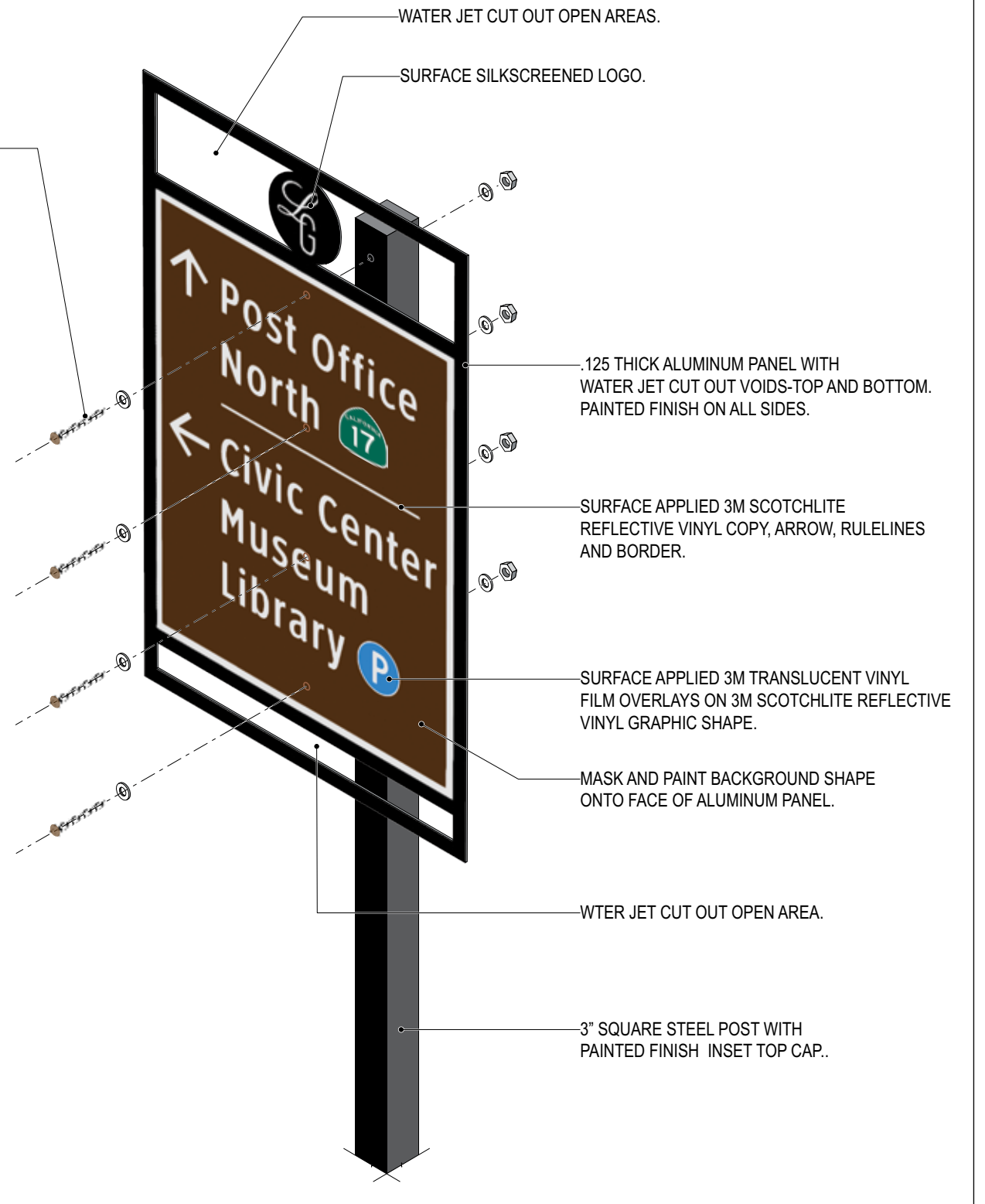
NOTE: APPLY SATIN CLEARCOAT (TWO COATS) FOR PROTECTION AND DURABILITY ON ALL PAINTED SURFACES AFTER APPLYING VINYL GRAPHICS



FRONT VIEW
CONTEXT ELEVATION
SCALE: 3/8" = 1'-0"

BACK VIEW

SIDE VIEW



SCALE: 1" = 1'-0"



V10-01



V10-02



V10-03



V10-04



V10-05



V10-06



V10-07



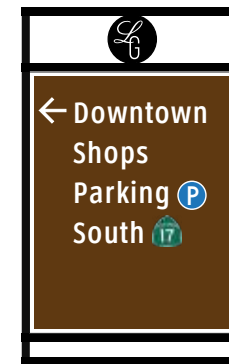
V10-08



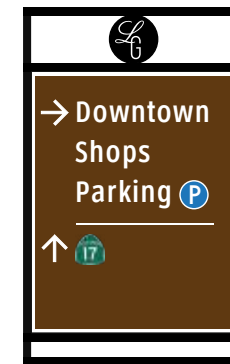
V10-09



V10-10



V10-11



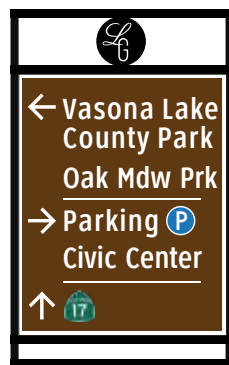
V10-12



V10-13



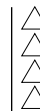
V10-14



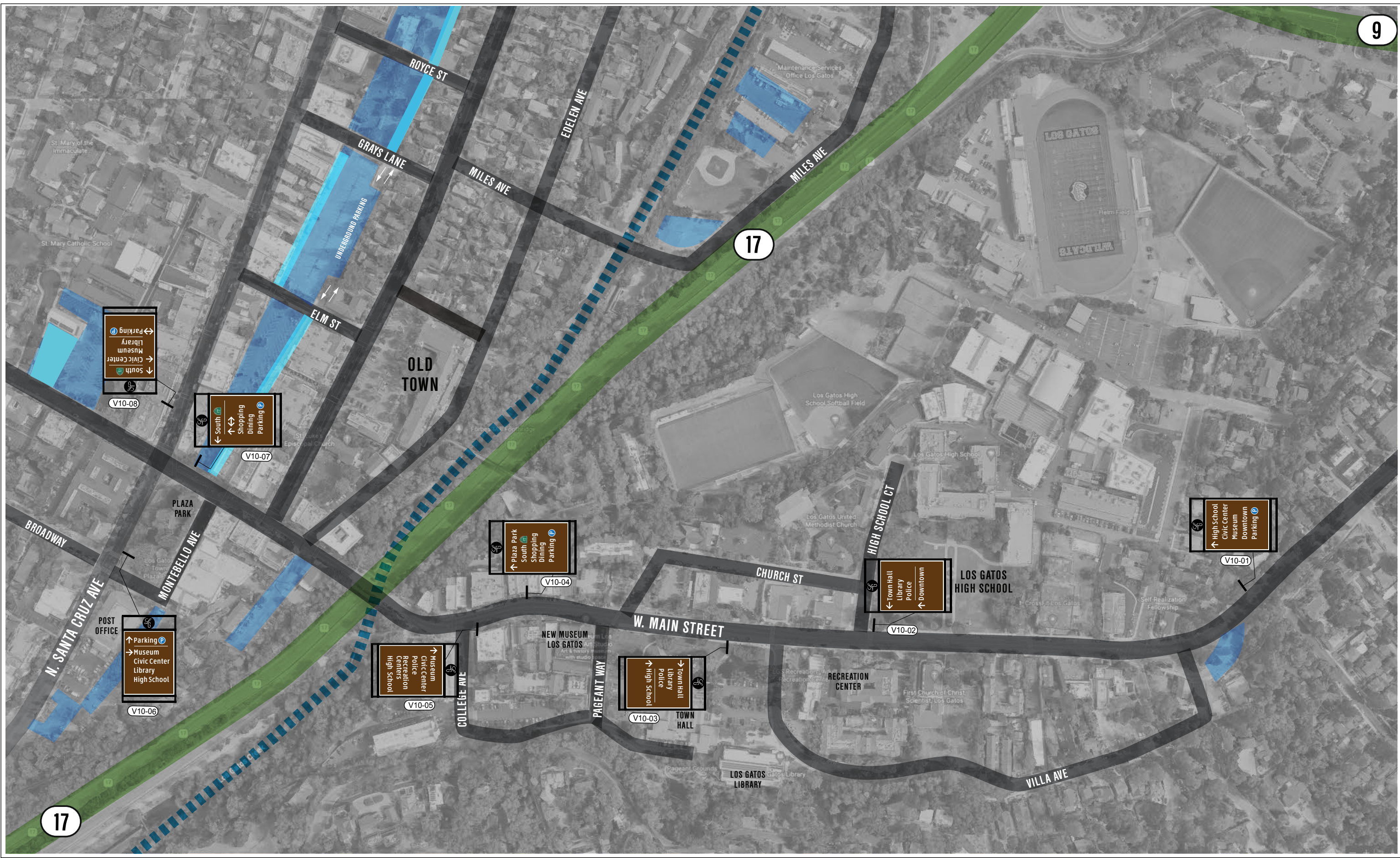
V10-15

SIGN LAYOUTS

SCALE: 3/8" = 1'-0"



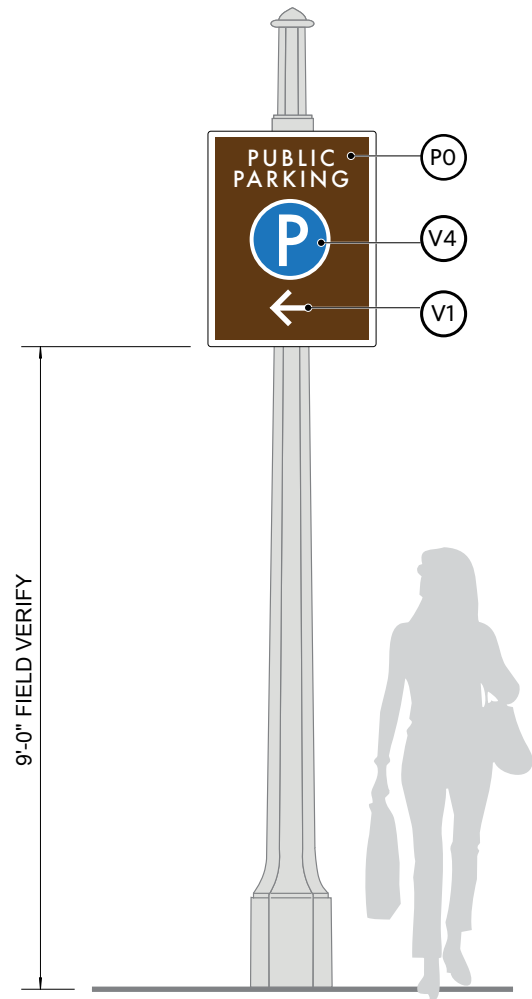






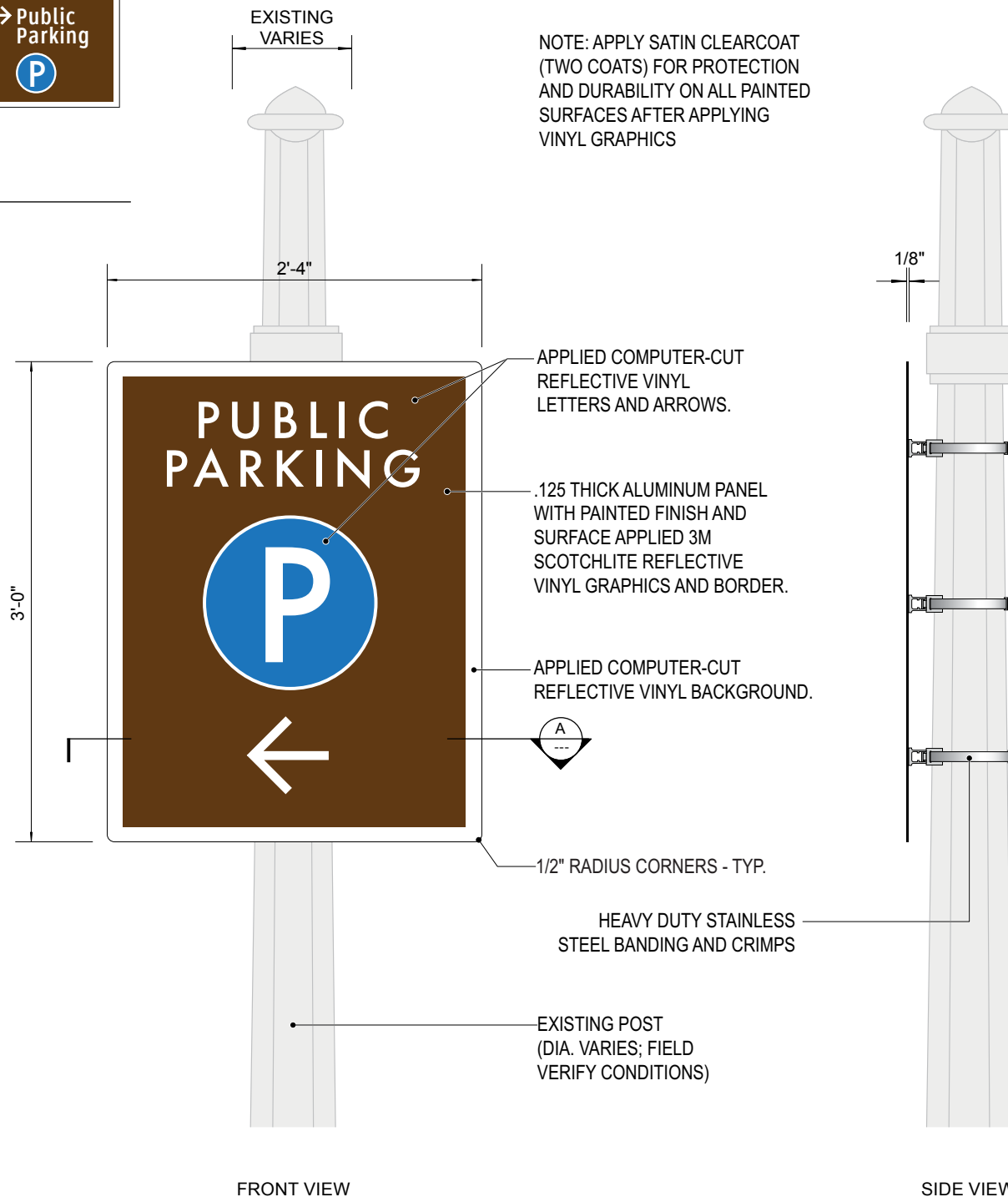
ADDITIONAL LAYOUTS

SCALE: 3/8" = 1'-0"



CONTEXT ELEVATION

SCALE: 3/8" = 1'-0"



FRONT VIEW

SIDE VIEW

ELEVATION

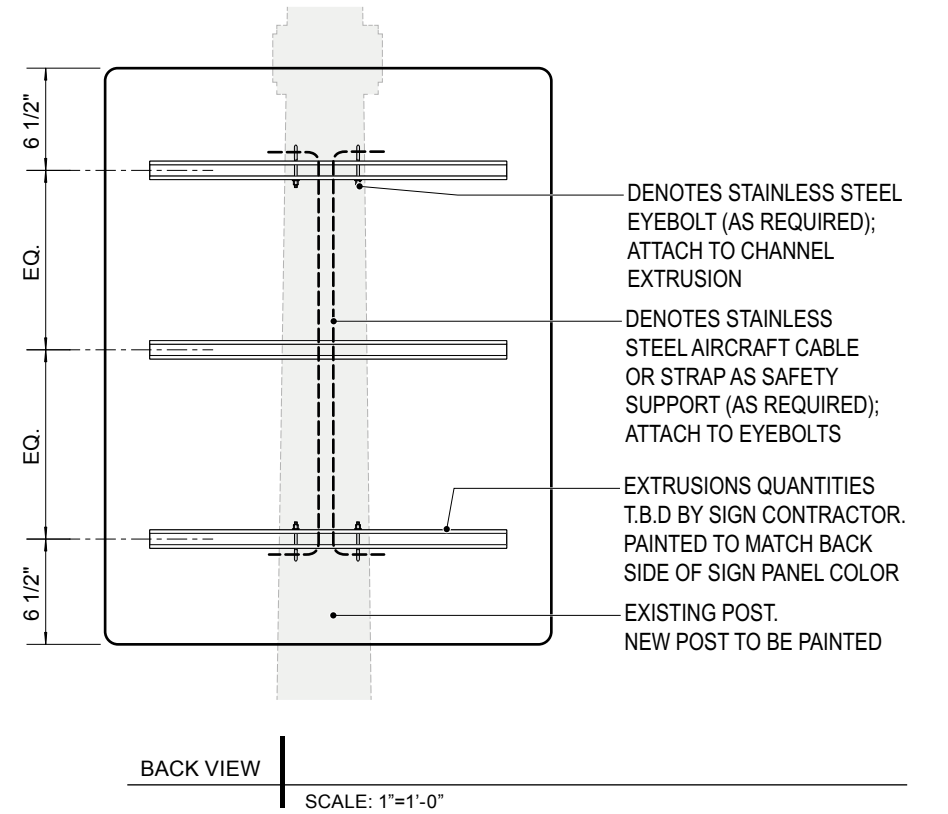
SCALE: 1" = 1'-0"

NOTE: APPLY SATIN CLEARCOAT (TWO COATS) FOR PROTECTION AND DURABILITY ON ALL PAINTED SURFACES AFTER APPLYING VINYL GRAPHICS

- APPLIED COMPUTER-CUT REFLECTIVE VINYL LETTERS AND ARROWS.
- .125 THICK ALUMINUM PANEL WITH PAINTED FINISH AND SURFACE APPLIED 3M SCOTCHLITE REFLECTIVE VINYL GRAPHICS AND BORDER.
- APPLIED COMPUTER-CUT REFLECTIVE VINYL BACKGROUND.
- 1/2" RADIUS CORNERS - TYP.

HEAVY DUTY STAINLESS STEEL BANDING AND CRIMPS

EXISTING POST (DIA. VARIES; FIELD VERIFY CONDITIONS)

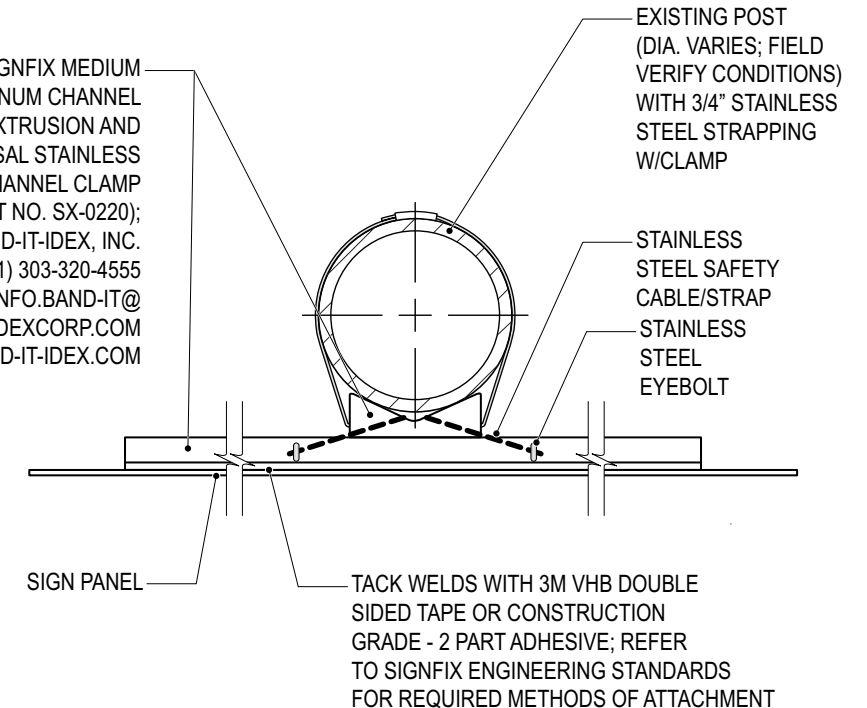


BACK VIEW

SCALE: 1"=1'-0"

- DENOTES STAINLESS STEEL EYEBOLT (AS REQUIRED); ATTACH TO CHANNEL EXTRUSION
- DENOTES STAINLESS STEEL AIRCRAFT CABLE OR STRAP AS SAFETY SUPPORT (AS REQUIRED); ATTACH TO EYEBOLTS
- EXTRUSIONS QUANTITIES T.B.D BY SIGN CONTRACTOR. PAINTED TO MATCH BACK SIDE OF SIGN PANEL COLOR
- EXISTING POST. NEW POST TO BE PAINTED

SIGNFIX MEDIUM ALUMINUM CHANNEL EXTRUSION AND UNIVERSAL STAINLESS STEEL CHANNEL CLAMP (PART NO. SX-0220); BAND-IT-IDEX, INC. PHONE: (1) 303-320-4555 EMAIL: INFO.BAND-IT@IDEXCORP.COM WWW.BAND-IT-IDEX.COM



TACK WELDS WITH 3M VHB DOUBLE SIDED TAPE OR CONSTRUCTION GRADE - 2 PART ADHESIVE; REFER TO SIGNFIX ENGINEERING STANDARDS FOR REQUIRED METHODS OF ATTACHMENT

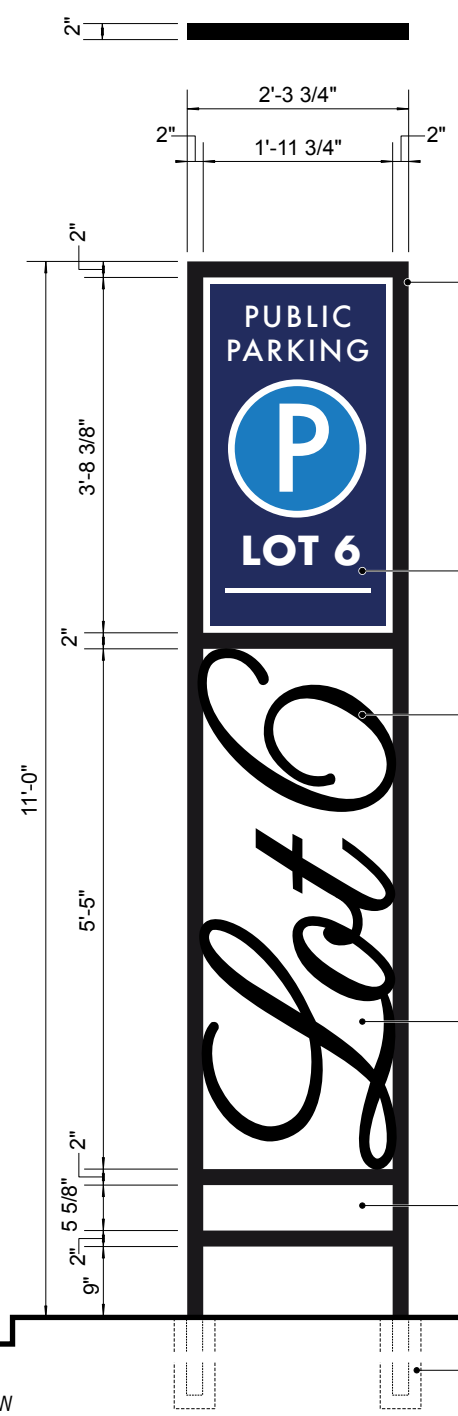
DETAIL

NOT TO SCALE

A



FRONT VIEW



NOTE: APPLY SATIN CLEARCOAT (TWO COATS) FOR PROTECTION AND DURABILITY ON ALL PAINTED SURFACES AFTER APPLYING VINYL GRAPHICS

(P8) 2" SQUARE STEEL TUBE FRAME WITH PAINTED FINISH.

(V1) .125 THICK ALUMINUM PANEL WITH PAINTED FINISH AND SURFACE APPLIED 3M SCOTCHLITE REFLECTIVE VINYL GRAPHICS AND BORDER.

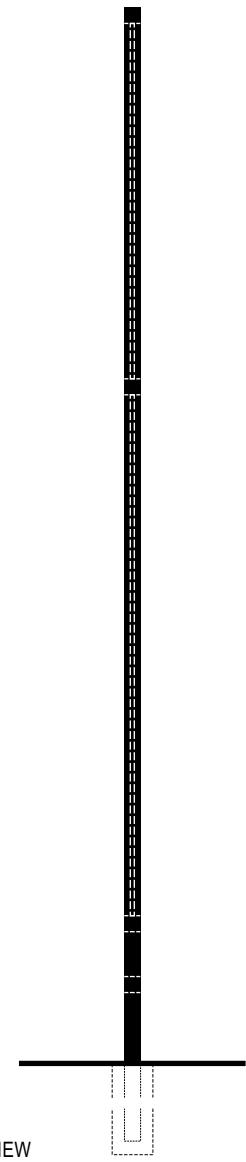
(P8) 3/8" THICK STEEL WATER JET CUT SCRIPT WITH MINIMALLY EASED EDGES. PAINTED FINISH ON ALL EXPOSED SURFACES. SET INTO FRAME USING SLOTTED TABS OMITTING EXPOSED WELDING.

OPEN AREAS.

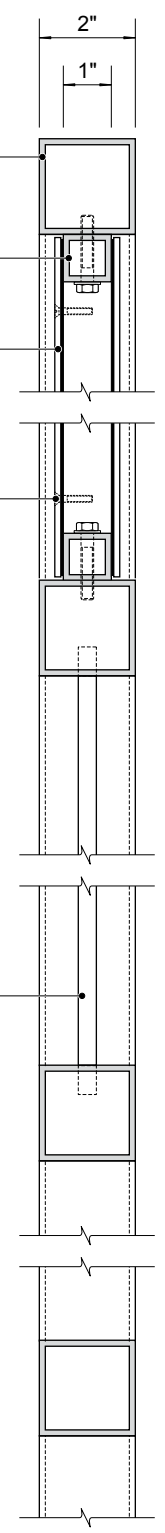
OPEN AREAS.

CONCRETE FOOTING AND EMBEDDED POST PER CONTRACTOR ENGINEERING

SIDE VIEW



- 2" SQUARE STEEL TUBE FRAME WITH PAINTED FINISH.
- 1" SQUARE INSET STEEL TUBE FRAME WITH PAINTED FINISH.
- .125 THICK ALUMINUM PANEL WITH PAINTED FINISH AND SURFACE APPLIED 3M SCOTCHLITE REFLECTIVE VINYL GRAPHICS.
- COUNTERSUNK STAINLESS STEEL TAMPERPROOF SCREWS. ADD RUBBER GASKET BETWEEN ALUMINUM PANEL AND STEEL BAR.
- 3/8" THICK STEEL WATER JET CUT SCRIPT WITH MINIMALLY EASED EDGES. PAINTED FINISH ON ALL EXPOSED SURFACES. SET INTO FRAME USING SLOTTED TABS OMITTING EXPOSED WELDING.



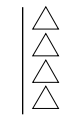
DETAIL

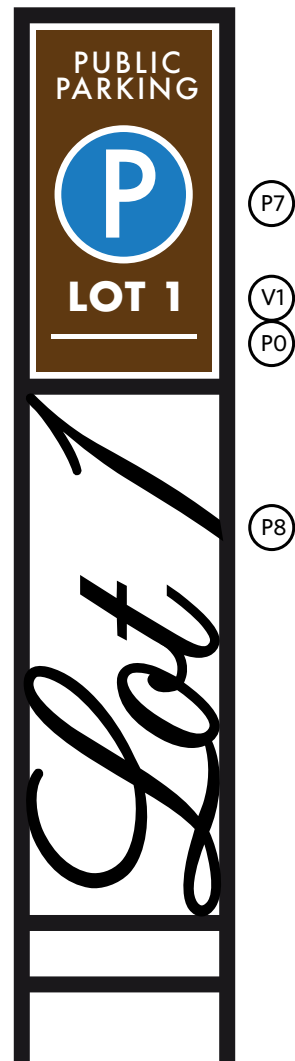
SCALE: 3" = 1'-0"

(A)

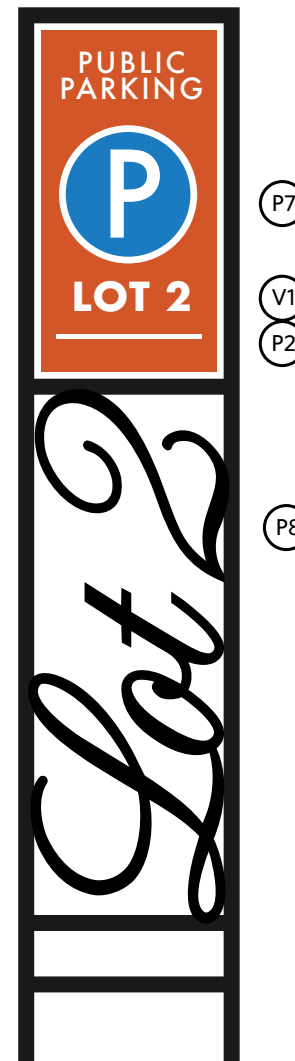
CONTEXT ELEVATION

SCALE: 1/2" = 1'-0"

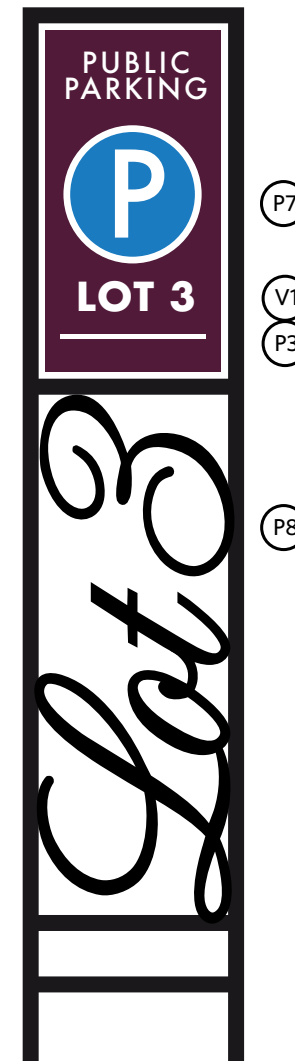




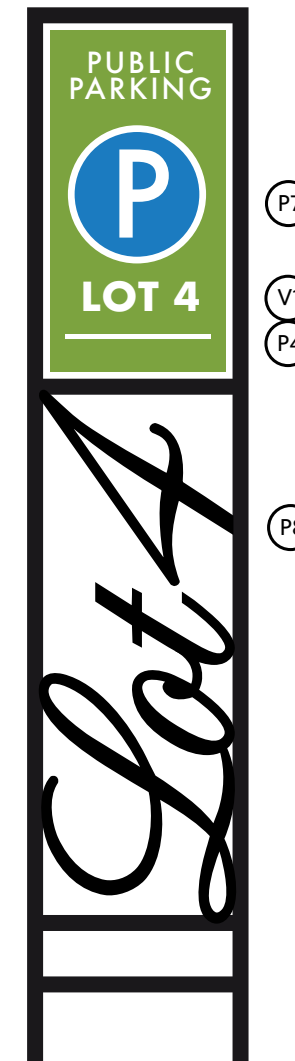
P10-01
P10-02



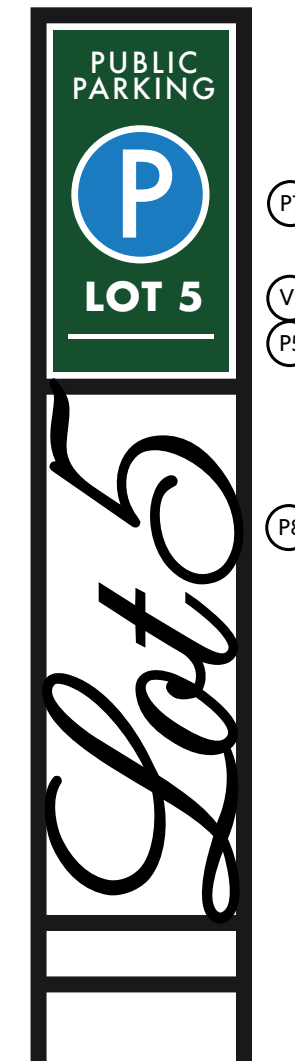
P10-03
P10-04



P10-05
P10-06



P10-07
P10-08



P10-09

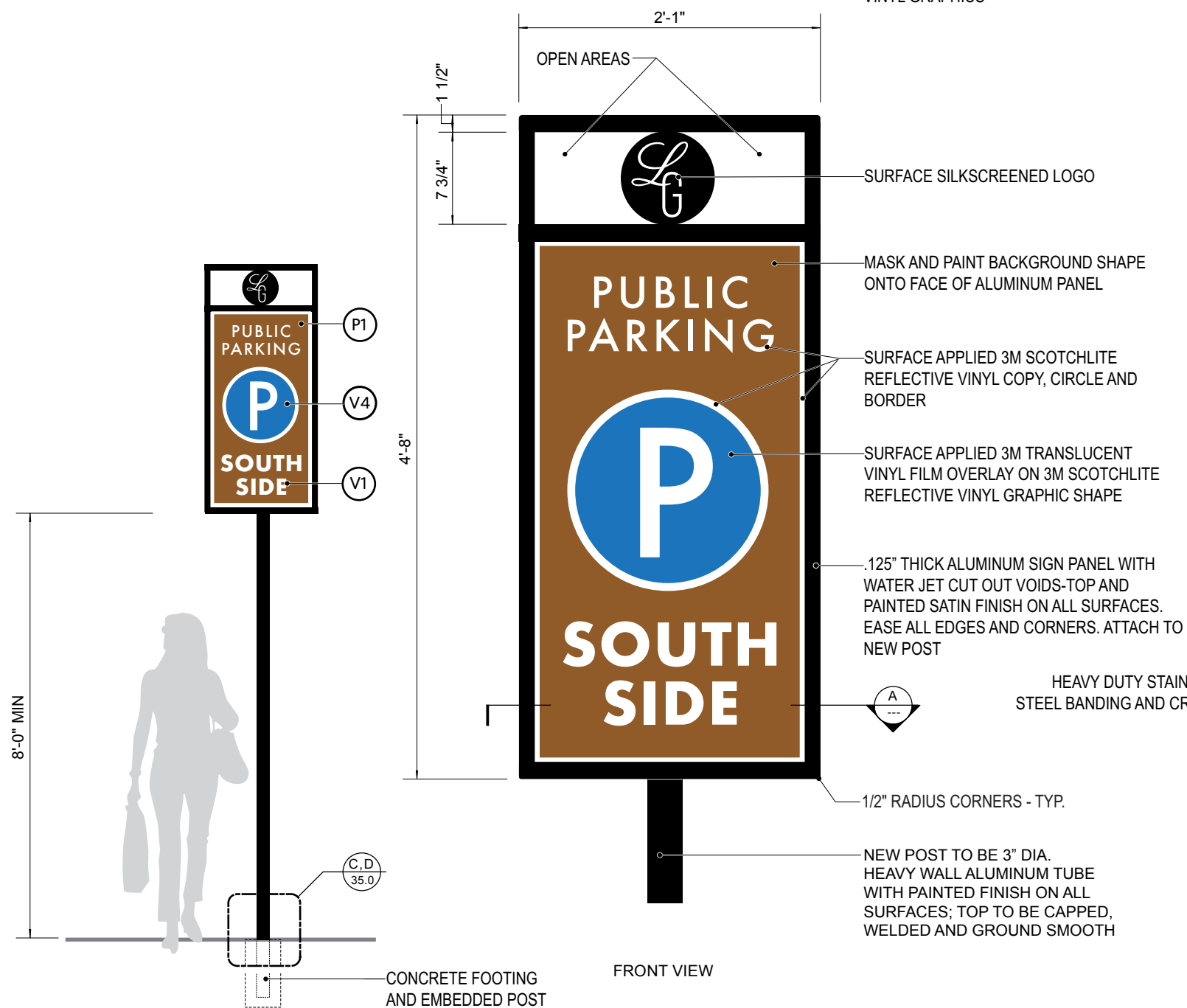


P10-11

SIGN LAYOUTS

SCALE: 1/2" = 1'-0"

NOTE: APPLY SATIN CLEARCOAT (TWO COATS) FOR PROTECTION AND DURABILITY ON ALL PAINTED SURFACES AFTER APPLYING VINYL GRAPHICS



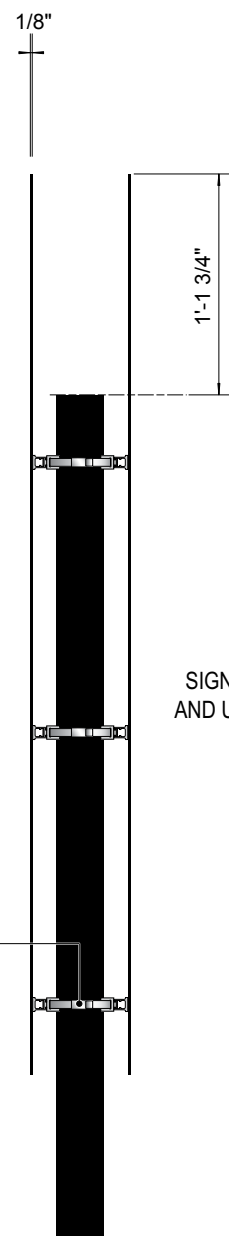
FRONT VIEW

CONTEXT ELEVATION

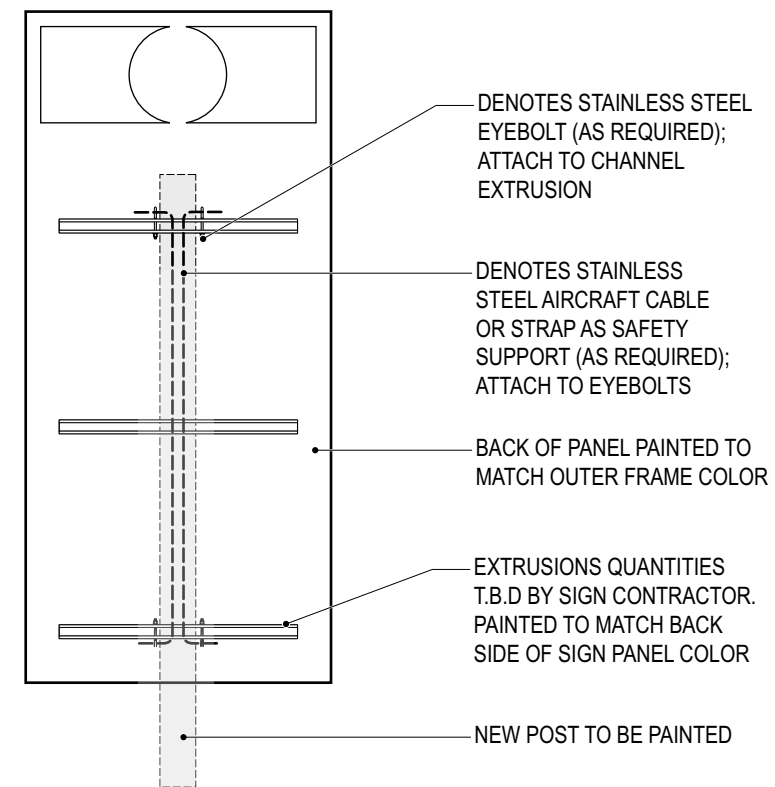
SCALE: 3/8" = 1'-0"

ELEVATION

SCALE: 1" = 1'-0"



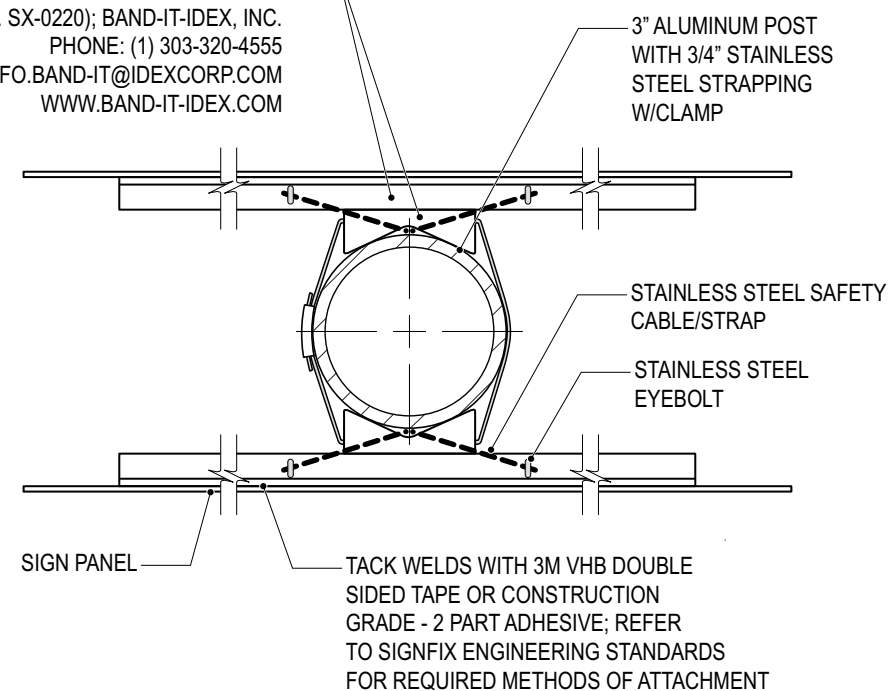
SIDE VIEW



BACK VIEW

SCALE: 3/4" = 1'-0"

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DETAIL (DOUBLE SIDED)

NOT TO SCALE

A



P20-01

LOT 8 SIGN DELETED

P20-02



P20-03



P20-04

LOT 11 SIGN DELETED

P20-05



P20-06



P20-07



P20-09



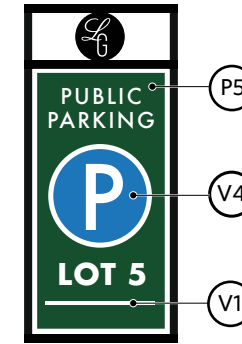
P20-10



P20-11



P20-12



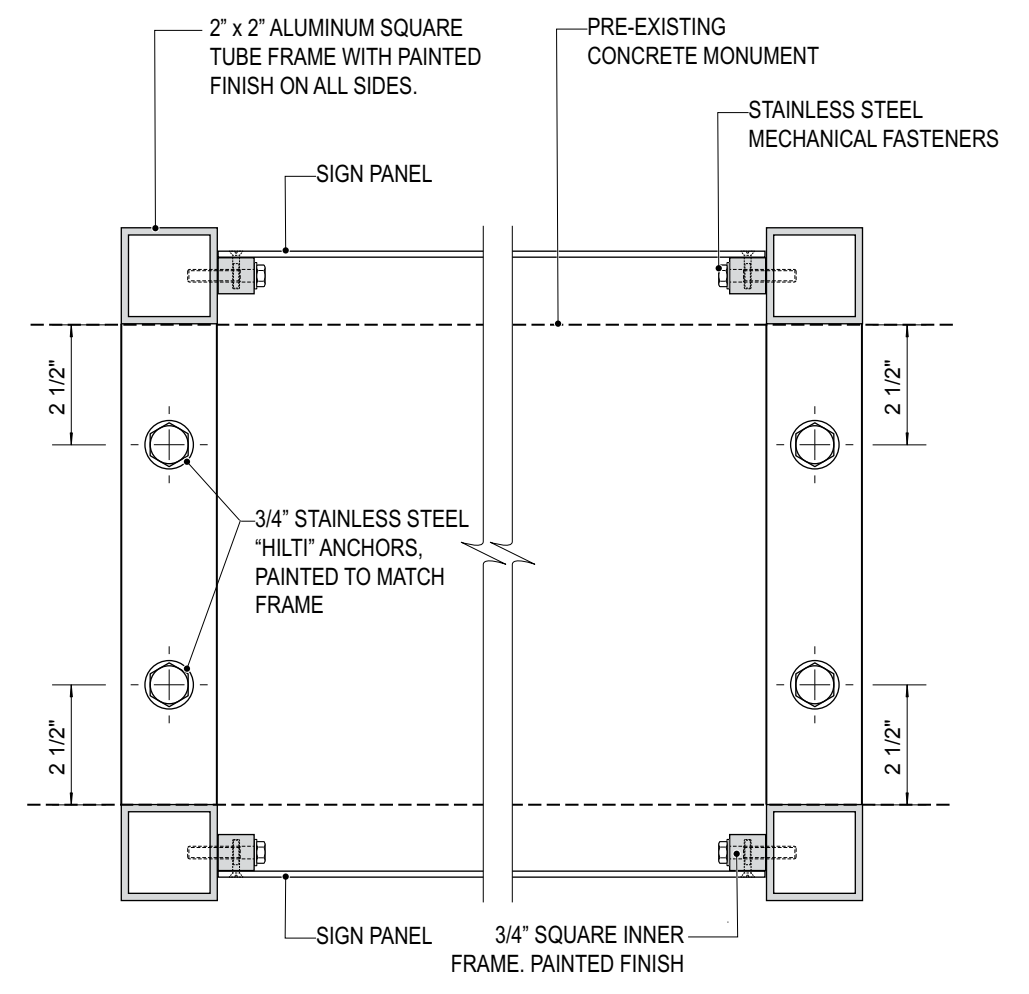
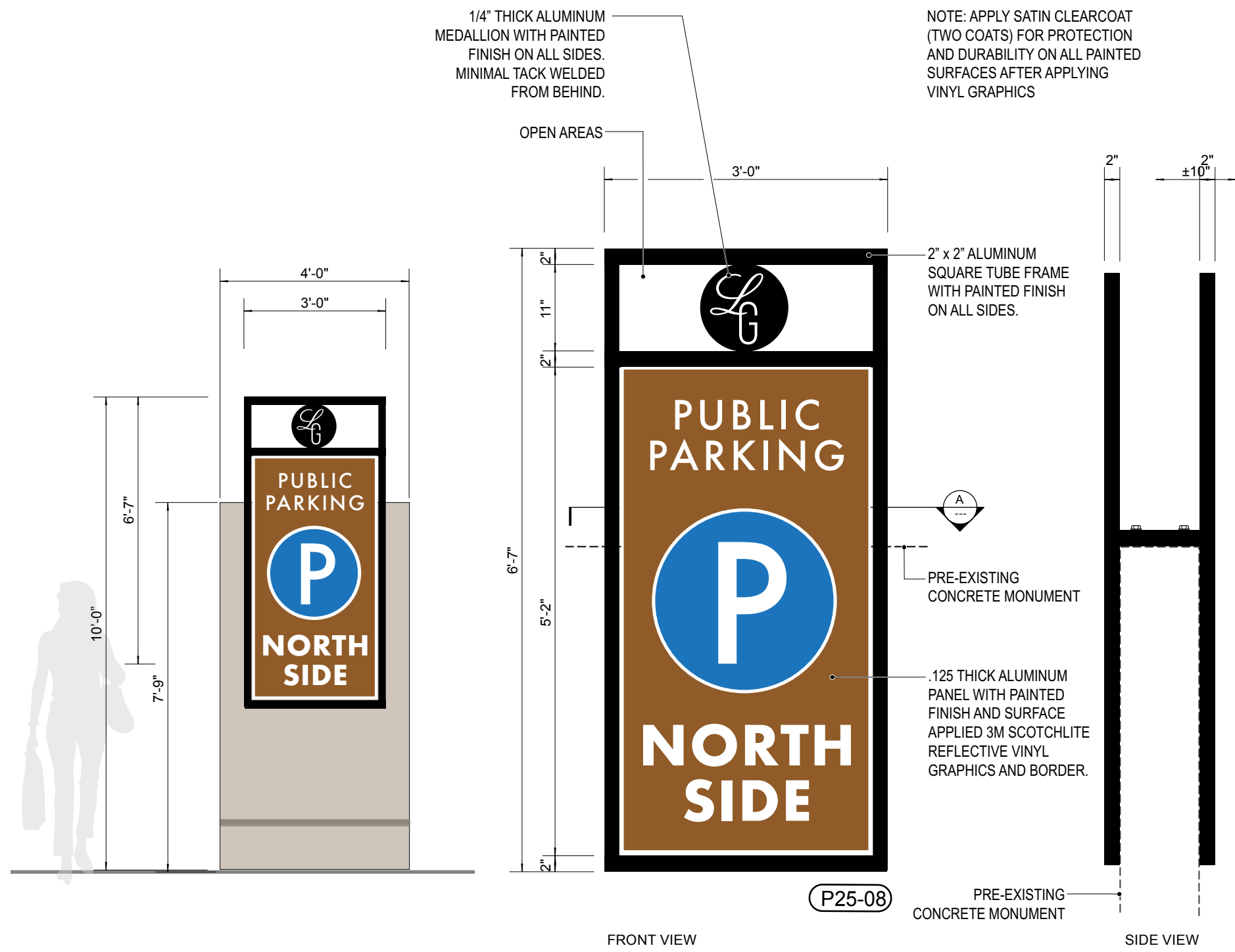
P20-13

SIGN LAYOUTS

SCALE: 3/8" = 1'-0"



CONTEXT PHOTO | REMOVE EXTRANEIOUS POSTS AND PANELS AROUND THE MONUMENT SIGN
NTS



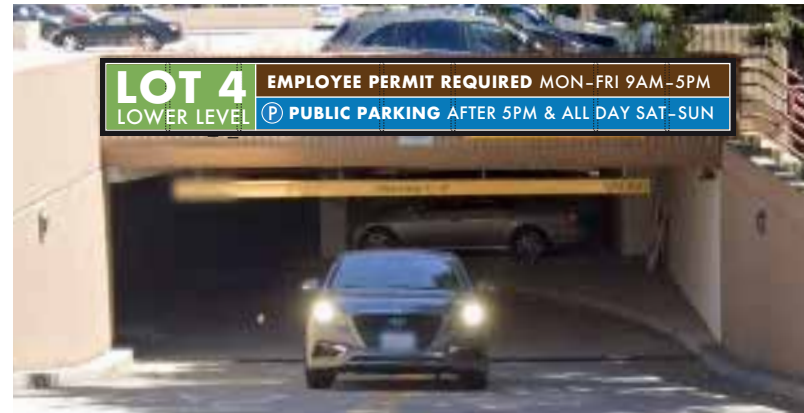
CONTEXT ELEVATION | SCALE: 3/8" = 1'-0"

ELEVATION | SCALE: 3/4" = 1'-0"

DETAIL | 3" = 1'-0" A



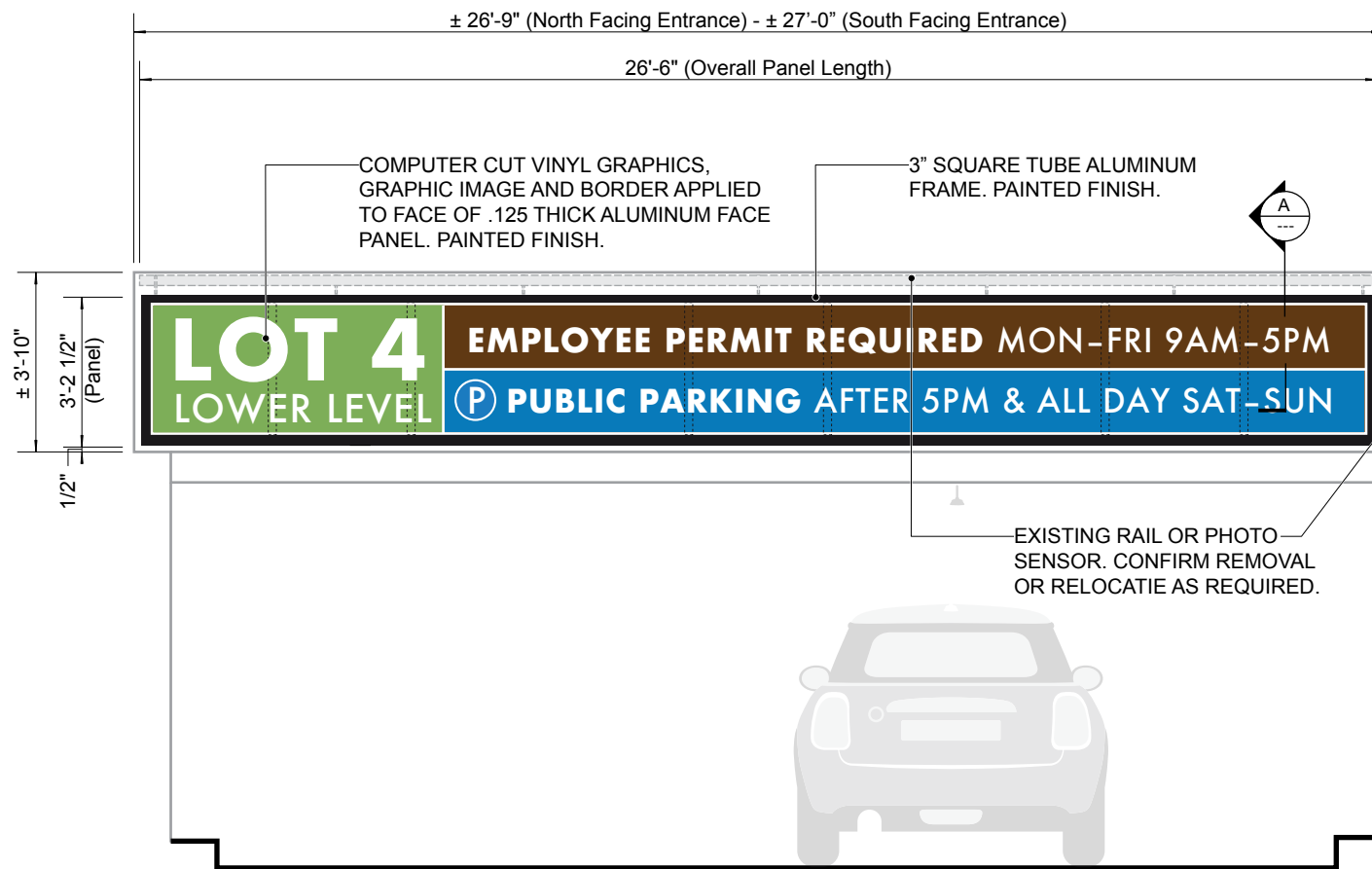
North Facing Entrance



South Facing Entrance

CONTEXT ELEVATIONS

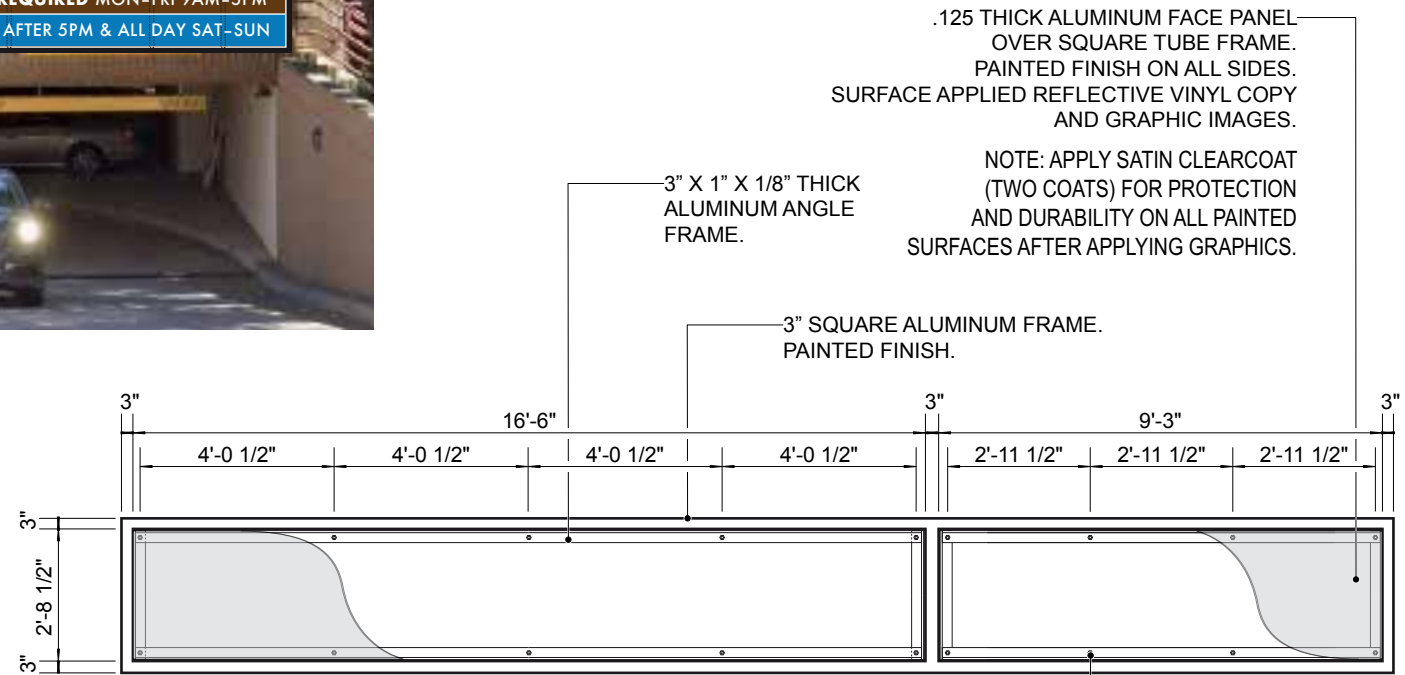
SCALE: 1/8" = 1'-0"



FRONT VIEW

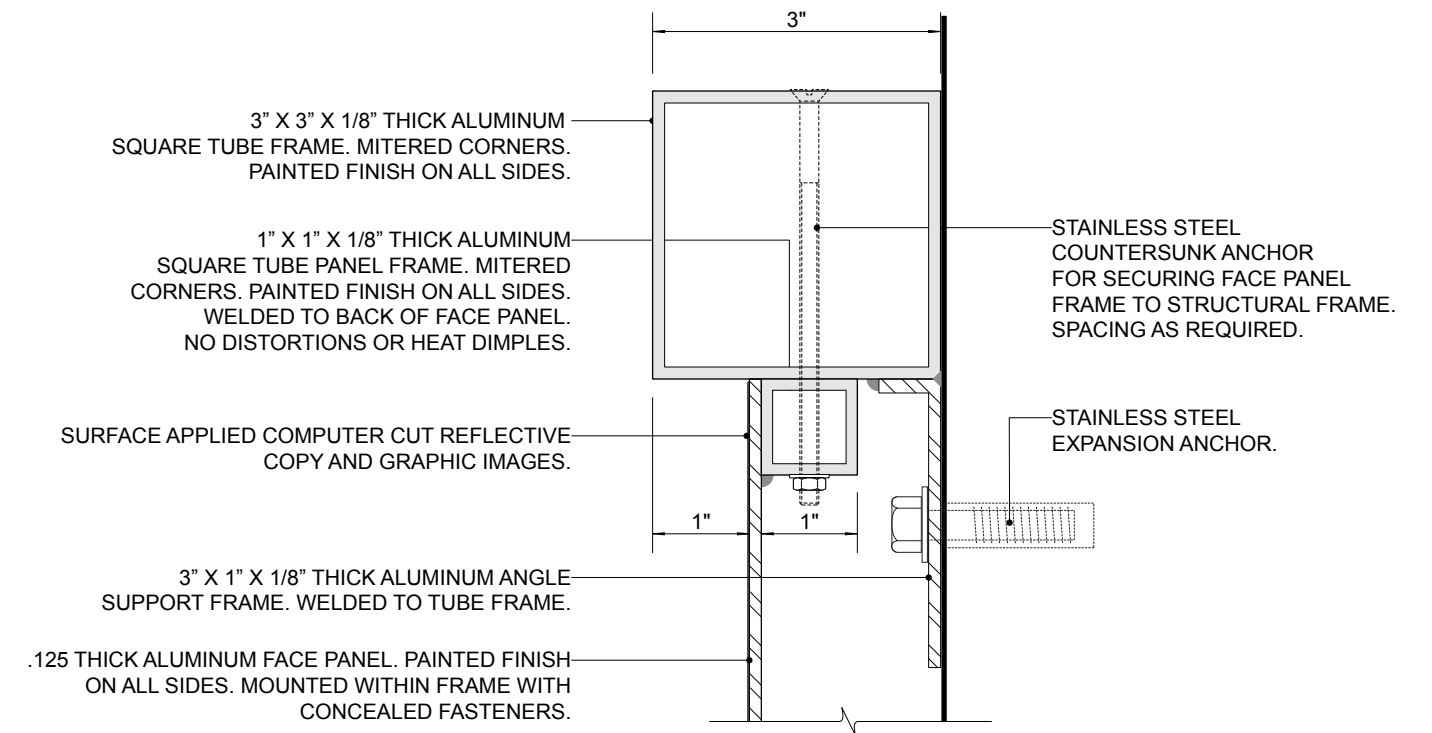
ELEVATION

SCALE: 1/4" = 1'-0"



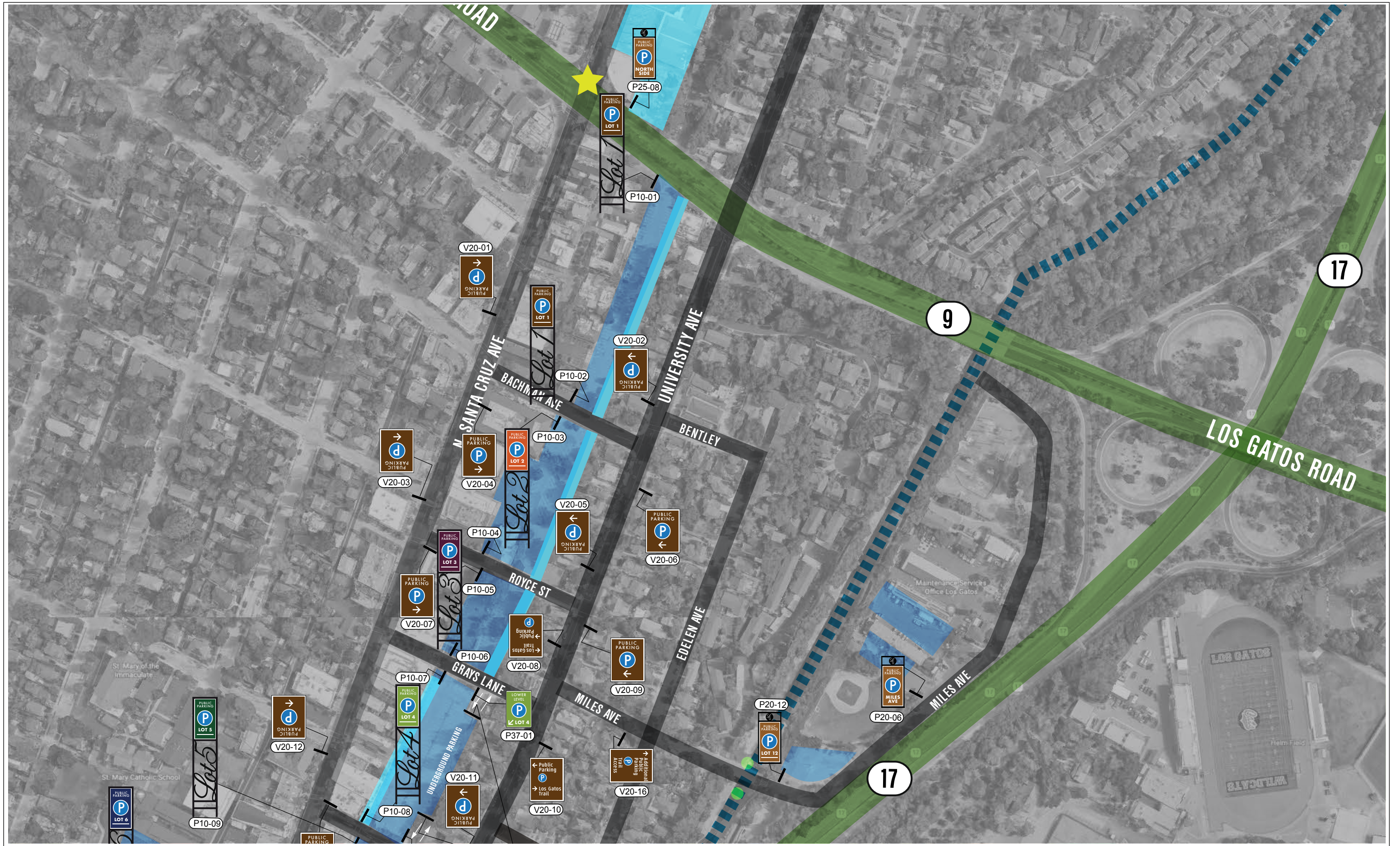
FRAME LAYOUT

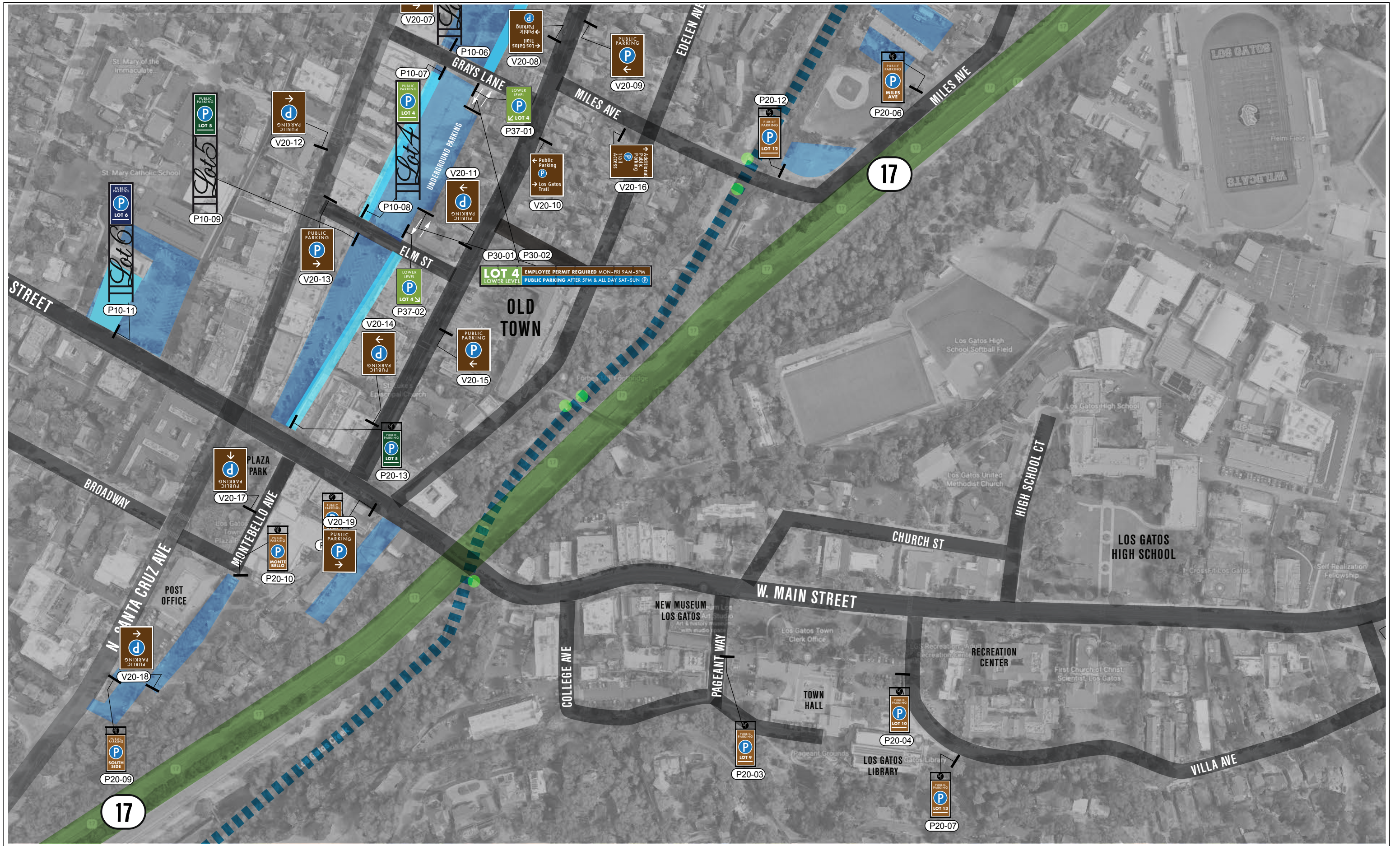
SCALE: 1/4" = 1'-0"



DETAIL

SCALE: HALF SIZE

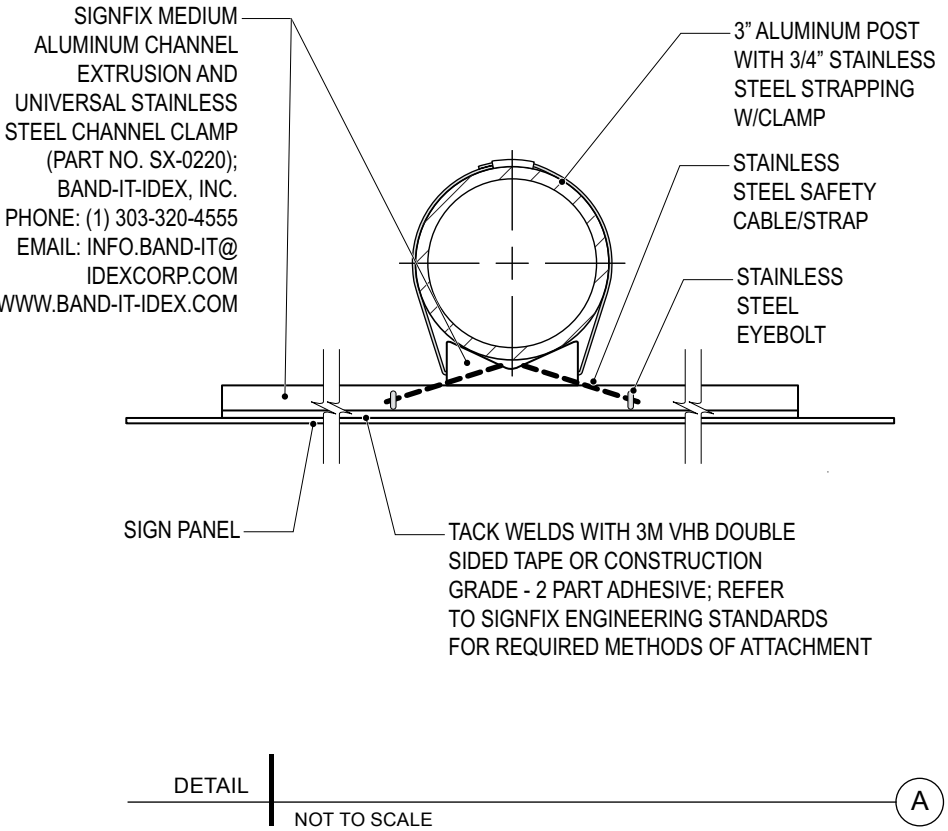
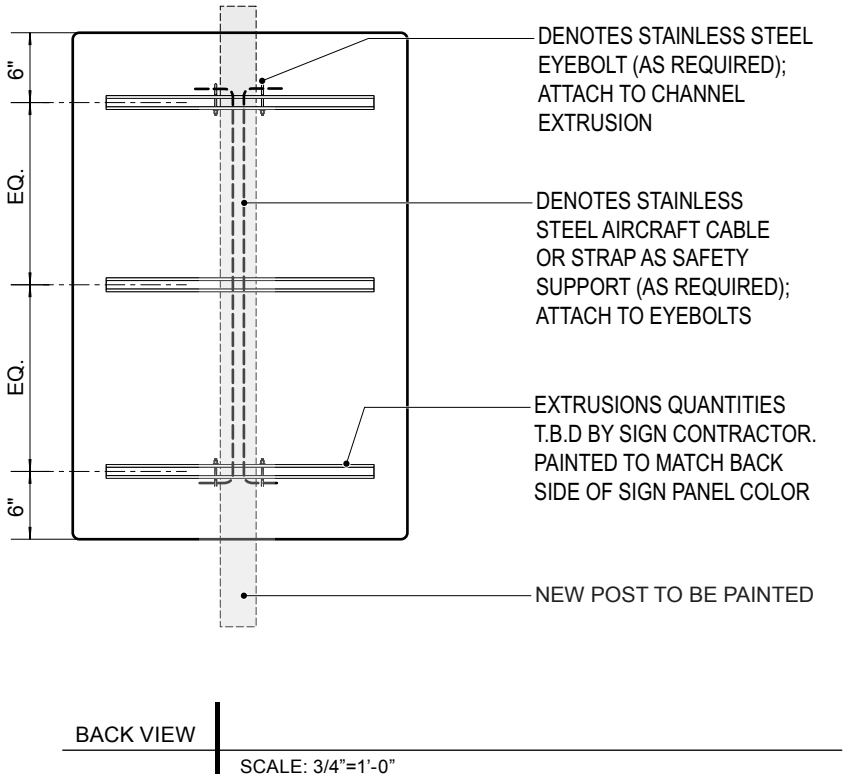
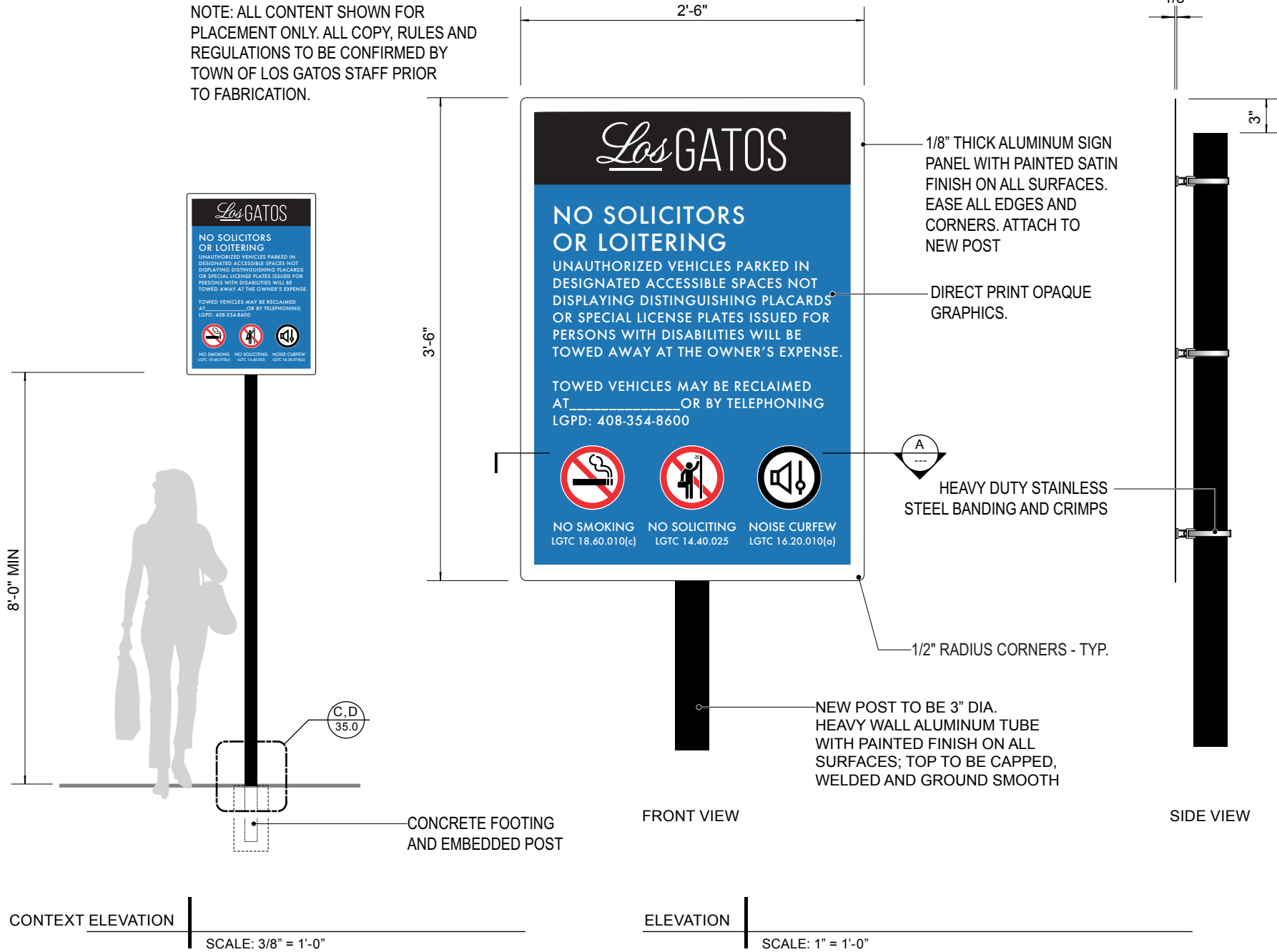




ALL CONTENT TO BE CONFIRMED BY TOWN OF LOS GATOS

NOTE: APPLY SATIN CLEARCOAT (TWO COATS) FOR PROTECTION AND DURABILITY ON ALL PAINTED SURFACES AFTER APPLYING DIRECT PRINTED GRAPHICS.

NOTE: ALL CONTENT SHOWN FOR PLACEMENT ONLY. ALL COPY, RULES AND REGULATIONS TO BE CONFIRMED BY TOWN OF LOS GATOS STAFF PRIOR TO FABRICATION.





SIDE A



SIDE B



SIDE A



SIDE B

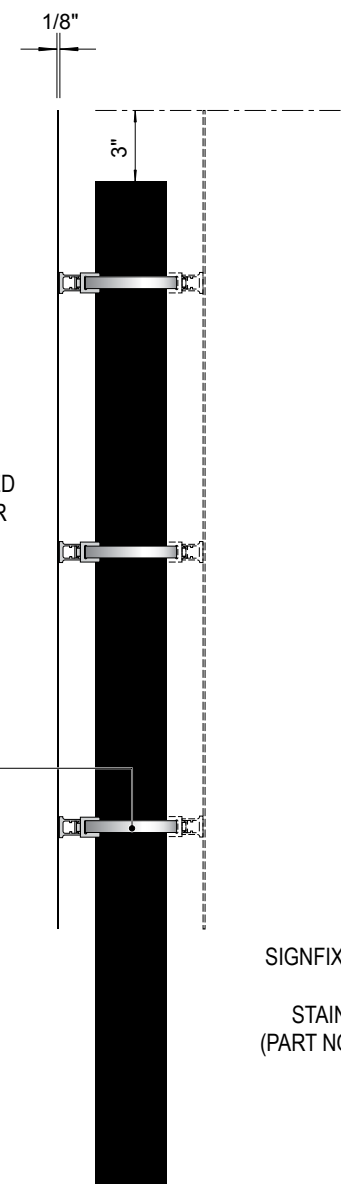
P37-01

P37-02

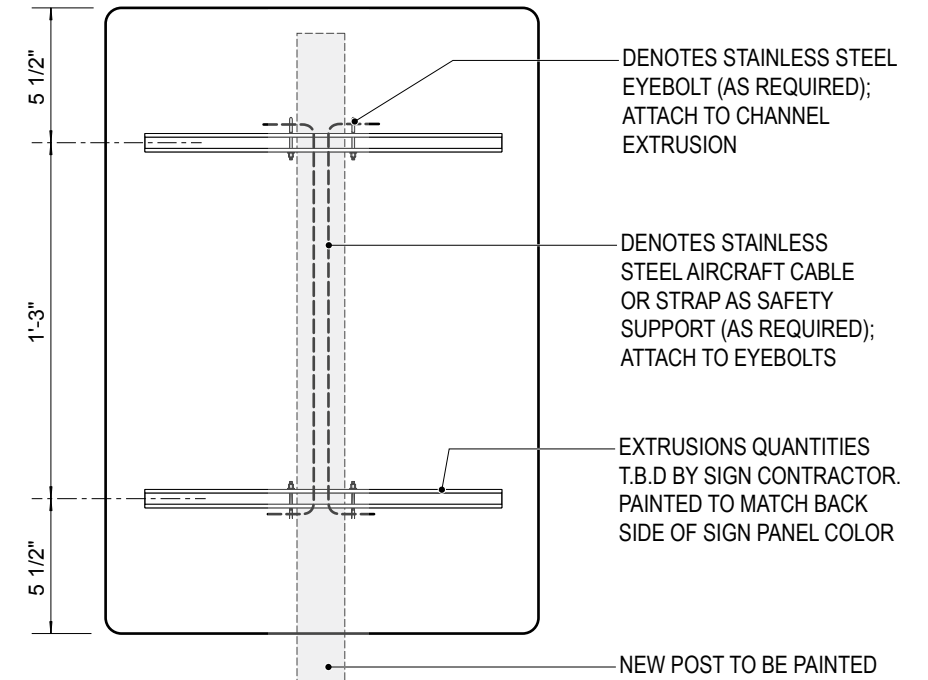
NOTE: APPLY SATIN CLEARCOAT (TWO COATS) FOR PROTECTION AND DURABILITY ON ALL PAINTED SURFACES AFTER APPLYING DIRECT PRINTED GRAPHICS.



FRONT VIEW



SIDE VIEW

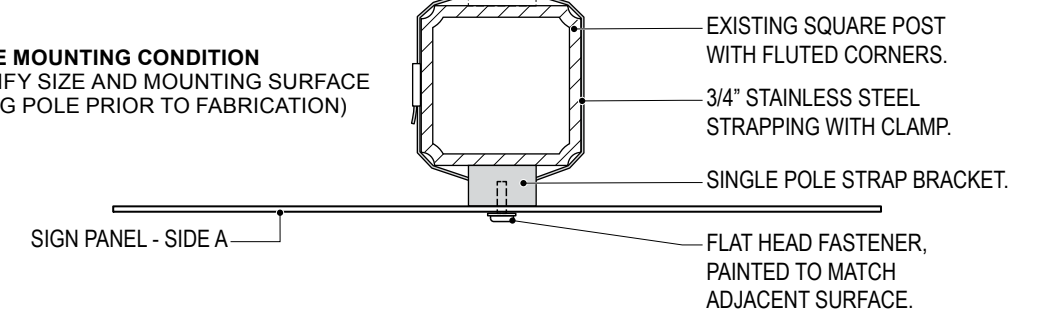


BACK VIEW

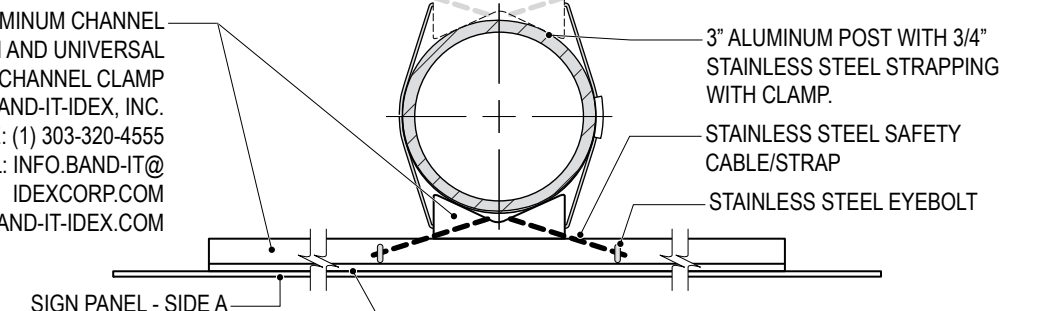
SCALE: 1 1/2" = 1'-0"



ALTERNATE MOUNTING CONDITION (FIELD VERIFY SIZE AND MOUNTING SURFACE OF EXISTING POLE PRIOR TO FABRICATION)



SIGNFIX MEDIUM ALUMINUM CHANNEL EXTRUSION AND UNIVERSAL STAINLESS STEEL CHANNEL CLAMP (PART NO. SX-0220); BAND-IT-IDEX, INC. PHONE: (1) 303-320-4555 EMAIL: INFO.BAND-IT@IDEXCORP.COM WWW.BAND-IT-IDEX.COM



TACK WELDS WITH 3M VHB DOUBLE SIDED TAPE OR CONSTRUCTION GRADE - 2 PART ADHESIVE; REFER TO SIGNFIX ENGINEERING STANDARDS FOR REQUIRED METHODS OF ATTACHMENT

DETAIL

NOT TO SCALE

A

CONTEXT ELEVATION

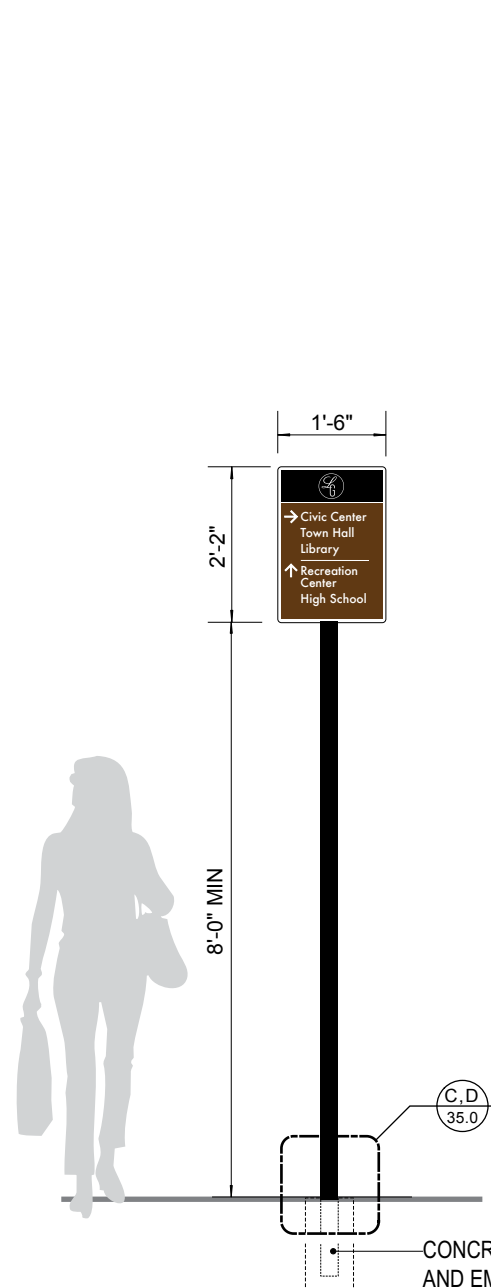
SCALE: 3/8" = 1'-0"

ELEVATION

SCALE: 1 1/2" = 1'-0"



NOTE: APPLY SATIN CLEARCOAT (TWO COATS) FOR PROTECTION AND DURABILITY ON ALL PAINTED SURFACES AFTER APPLYING DIRECT PRINTED GRAPHICS.



CONTEXT ELEVATION

SCALE: 3/8" = 1'-0"



FRONT VIEW

1/8" THICK ALUMINUM SIGN PANEL WITH PAINTED SATIN FINISH ON ALL SURFACES. EASE ALL EDGES AND CORNERS. ATTACH TO NEW POST

DIRECT PRINT OPAQUE BACKGROUNDS WITH REVERSED OUT COPY, RULELINES, BORDER AND LOGO.

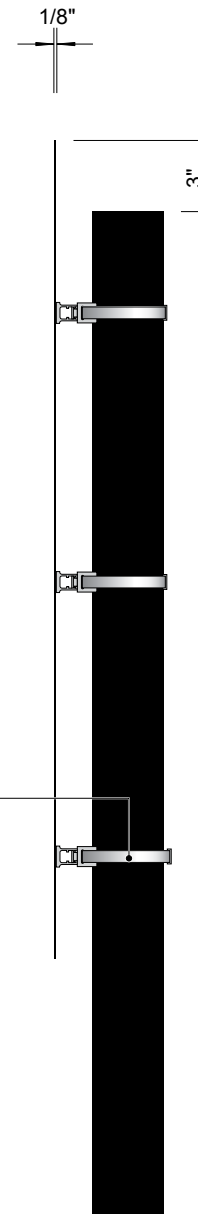
1/2" RADIUS CORNERS - TYP.

HEAVY DUTY STAINLESS STEEL BANDING AND CRIMPS

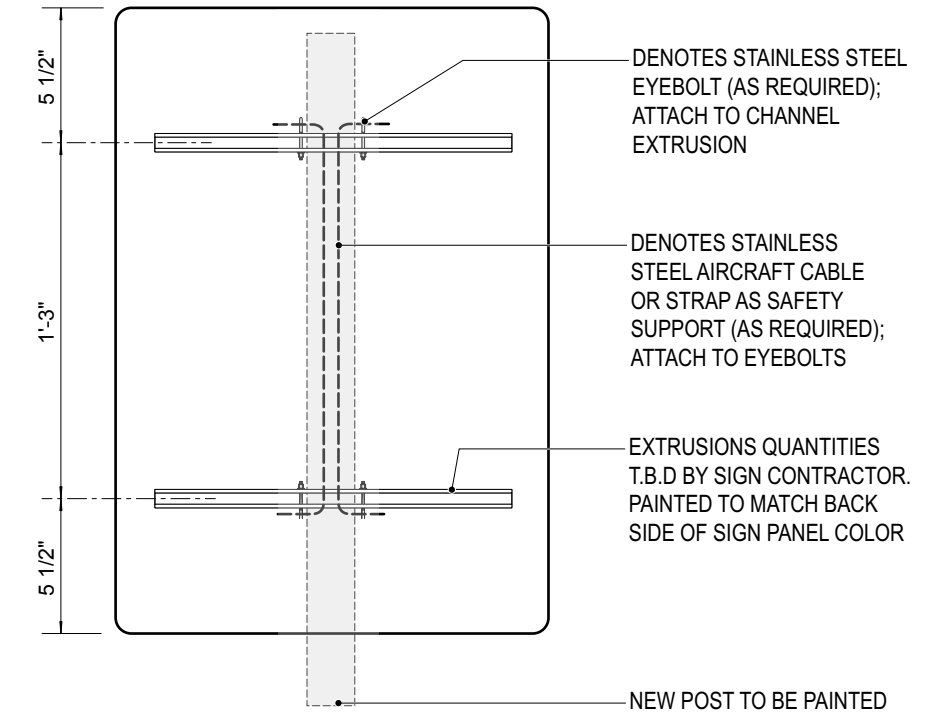
NEW POST TO BE 3" DIA. HEAVY WALL ALUMINUM TUBE WITH PAINTED FINISH ON ALL SURFACES; TOP TO BE CAPPED, WELDED AND GROUND SMOOTH

ELEVATION

SCALE: 1 1/2" = 1'-0"



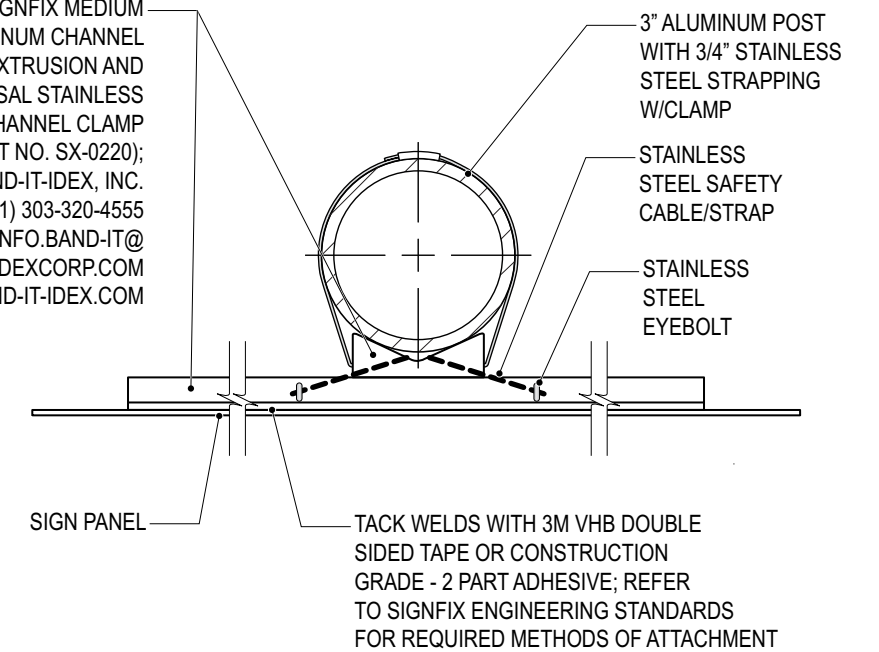
SIDE VIEW



BACK VIEW

SCALE: 1 1/2" = 1'-0"

SIGNFIX MEDIUM ALUMINUM CHANNEL EXTRUSION AND UNIVERSAL STAINLESS STEEL CHANNEL CLAMP (PART NO. SX-0220); BAND-IT-IDEX, INC. PHONE: (1) 303-320-4555 EMAIL: INFO.BAND-IT@IDEXCORP.COM WWW.BAND-IT-IDEX.COM



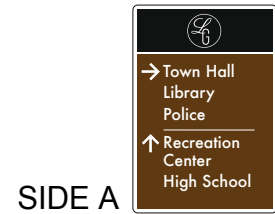
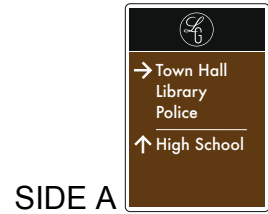
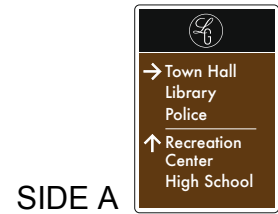
SIGN PANEL

TACK WELDS WITH 3M VHB DOUBLE SIDED TAPE OR CONSTRUCTION GRADE - 2 PART ADHESIVE; REFER TO SIGNFIX ENGINEERING STANDARDS FOR REQUIRED METHODS OF ATTACHMENT

DETAIL

NOT TO SCALE

A



P40-01

P40-02

P40-03

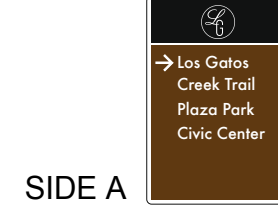
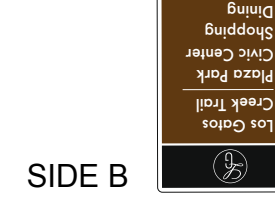
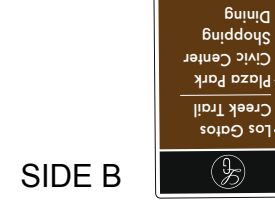
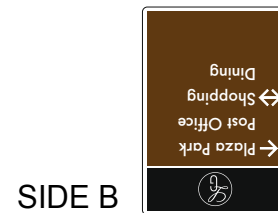
P40-04

P40-05

P40-06

P40-07

P40-08



P40-09

P40-10

P40-11

P40-12

P40-13

P40-14

P40-15

P40-16

P40-17

CONTEXT ELEVATION

SCALE: 1/2" = 1'-0"



SIDE A

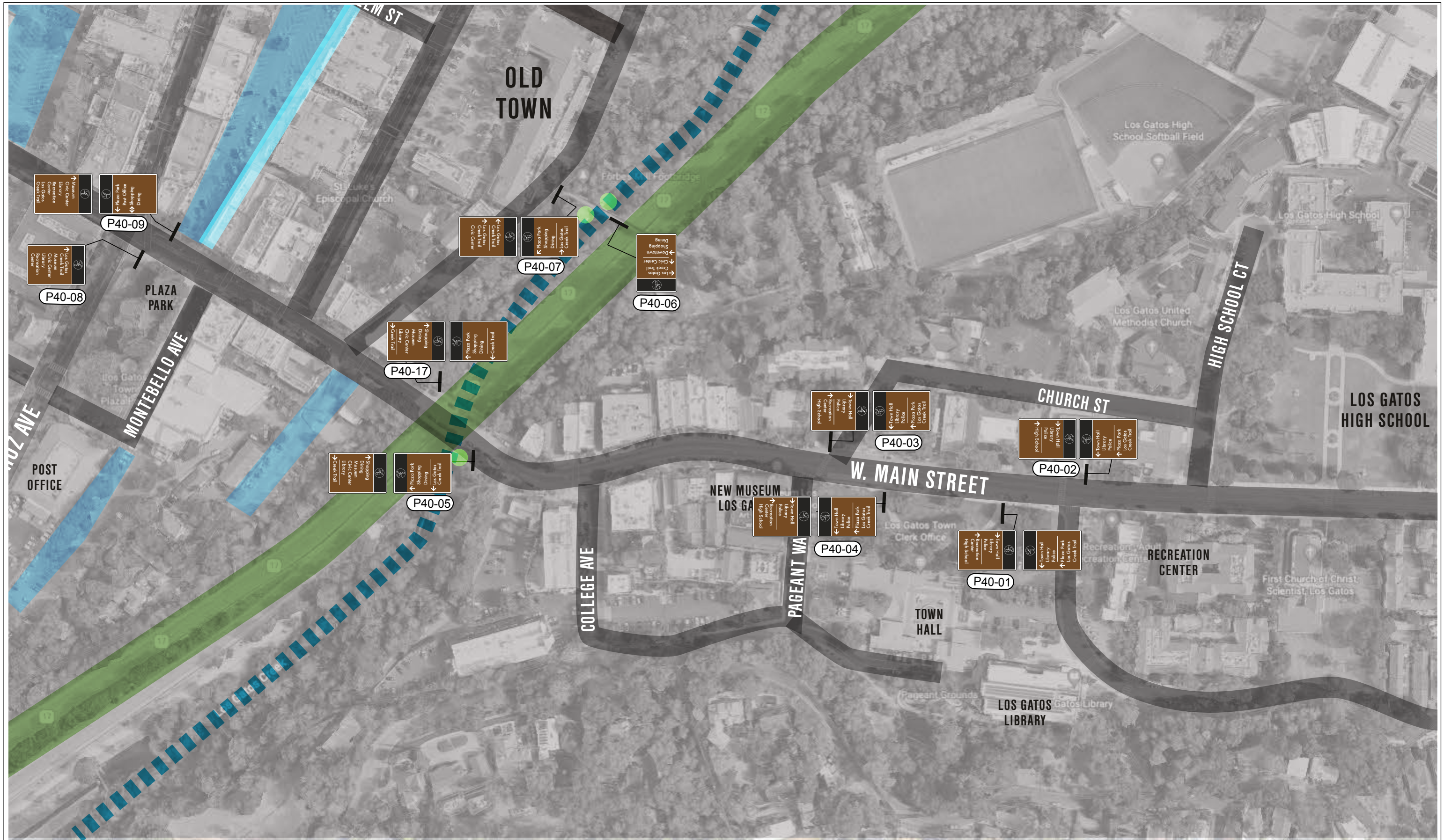
P40-18

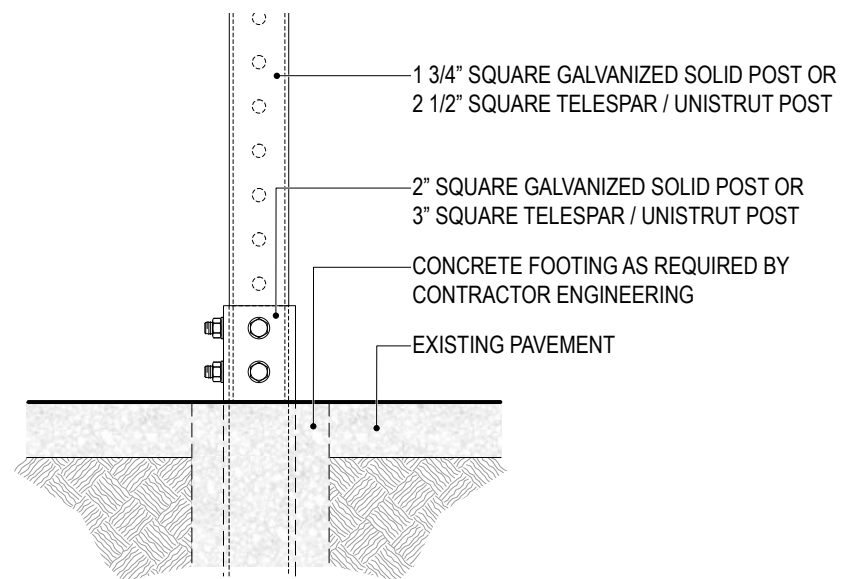


SIDE A

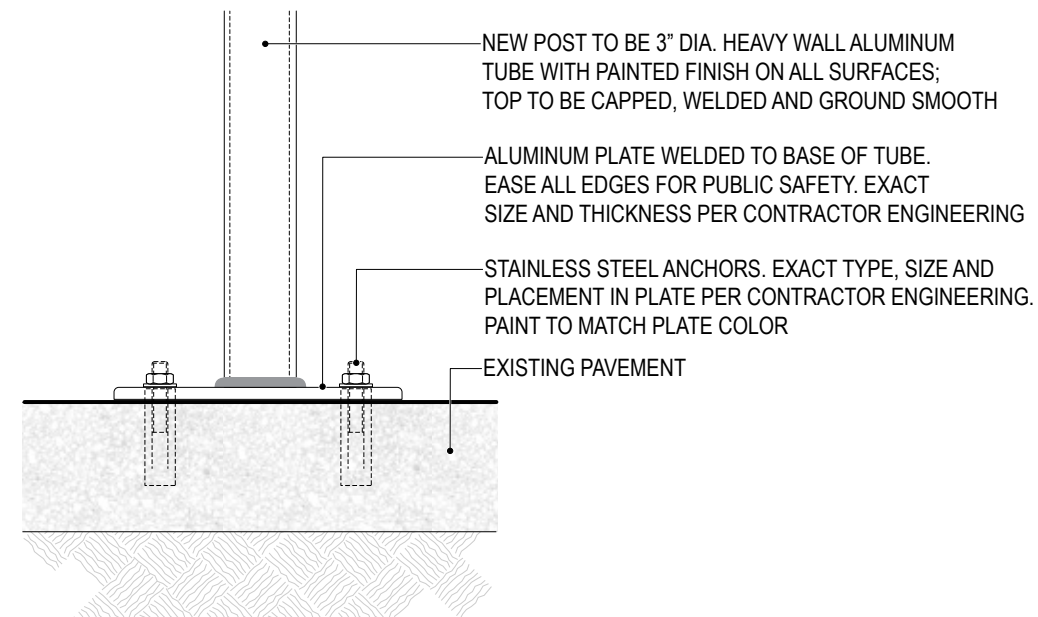
P40-19



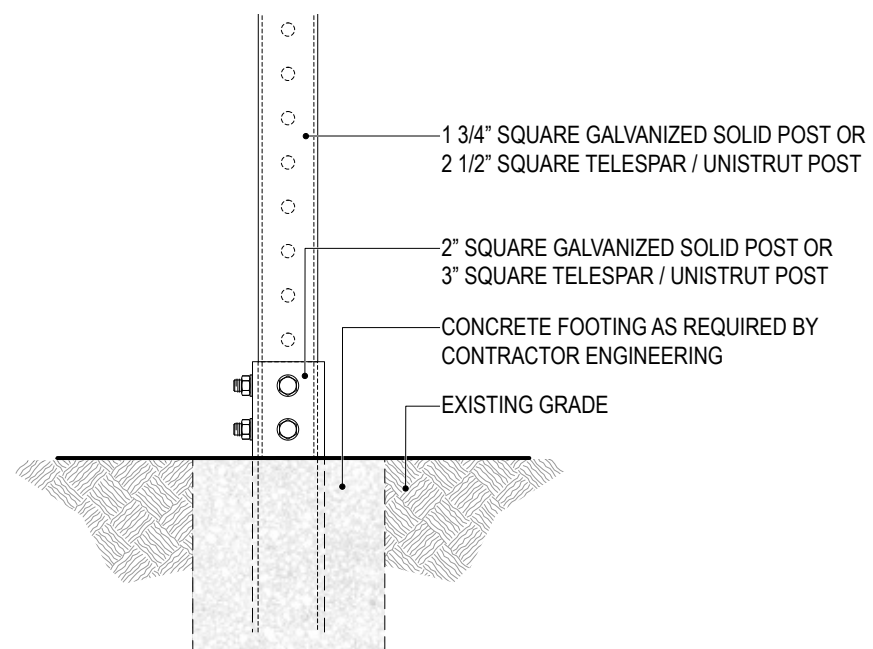




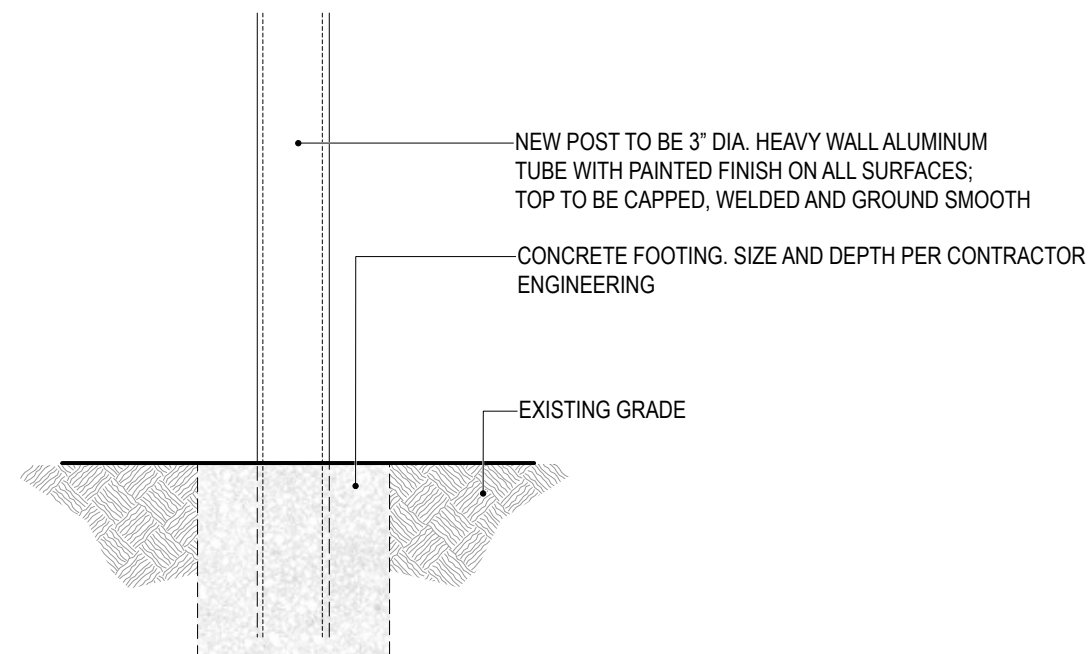
DETAIL | PERF OR SOLID TELES PAR SET INTO PAVEMENT | SCALE: 1 1/2" = 1'-0" | (A)



DETAIL | 3" POST & PLATE MOUNTED DIRECT TO PAVEMENT | SCALE: 1 1/2" = 1'-0" | (C)

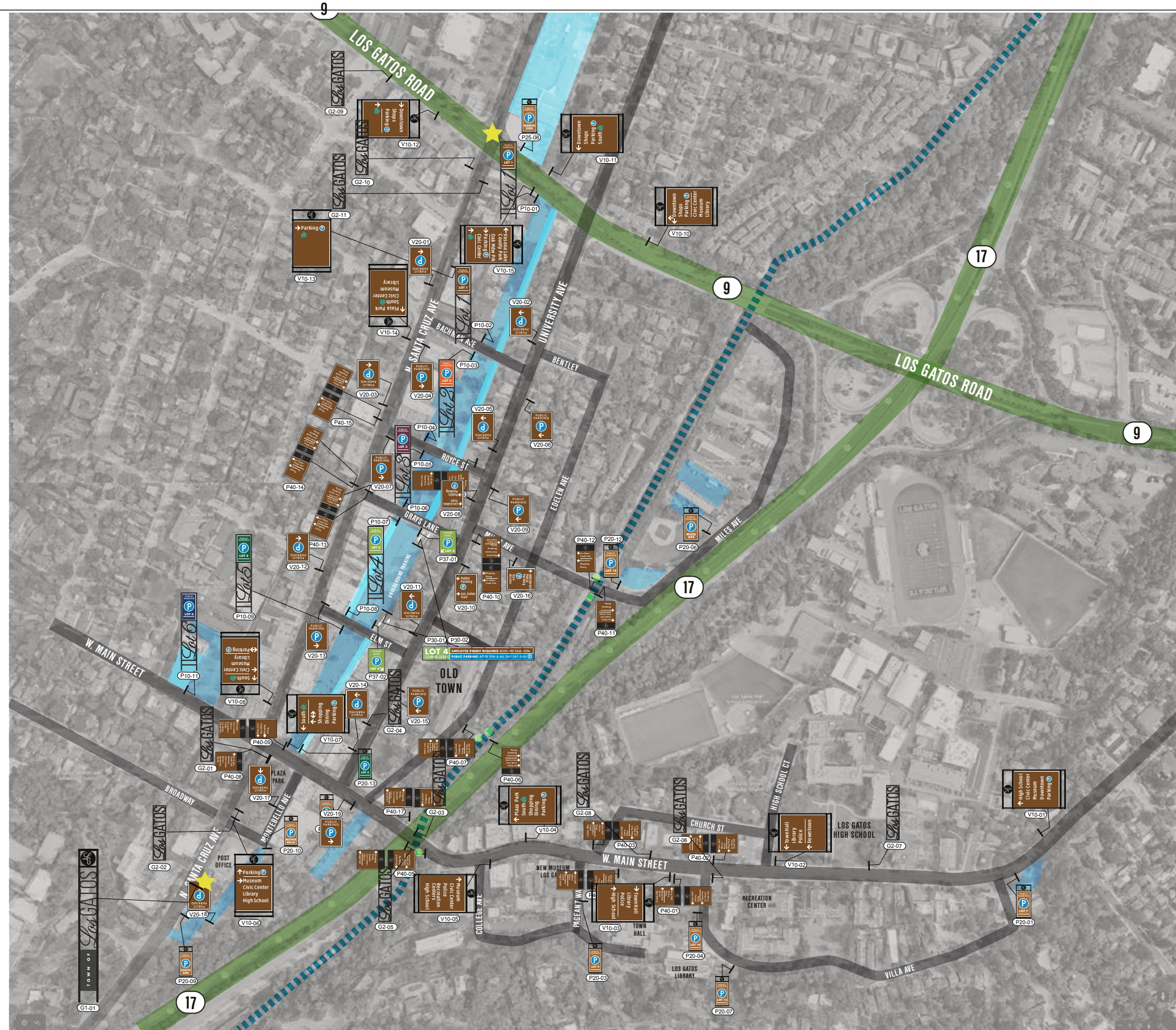


DETAIL | PERF OR SOLID TELES PAR DIRECT BURIAL INTO FOOTING | SCALE: 1 1/2" = 1'-0" | (B)



DETAIL | 3" POST WITH DIRECT BURIAL INTO FOOTING | SCALE: 1 1/2" = 1'-0" | (D)

FULL SIGN LOCATION PLAN





**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/5/2023

ITEM NO: 6

DATE: November 27, 2023
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Receive Fiscal Year (FY) 2022/23 Status Report on Receipt and Use of Development Impact Fees

RECOMMENDATION:

Receive Fiscal Year (FY) 2022/23 status Report on Receipt and Use of Development Impact Fees.

BACKGROUND:

To ensure that mitigation fees associated with private land use development are spent in a timely manner and on projects for which they were being collected, the State Legislature passed the Mitigation Fee Act (AB 1600). This bill applies to developer fees which were increased or imposed on or after January 1, 1989.

The Mitigation Fee Act (California Government Code, §66000 et seq.) requires local agencies that impose Development Impact Fees to present an annual, consolidated report showing the receipt and use of those fees. The Annual Status Report (Attachment 1) must be reviewed by Council within 180 days after the close of the fiscal year represented.

The Town collects four Development Impact Fees that meet the AB 1600 reporting requirement: the Traffic Impact Mitigation Fee, Below-Market Priced Housing Program In-Lieu Fee, Construction Activity Impact Fee, and the Public Art Fee. Separate balances exist for each of these fees either as individual accounts or in the case of Traffic Impact Mitigation Fees, separate funds. As required by AB 1600, as of June 30, 2023, all accounts or funds with unspent balances have been credited interest revenue at the Town's current interest rate earned on its total.

PREPARED BY: Gitta Ungvari
Finance Director

Reviewed by: Town Manager, Town Attorney, Assistant Town Manager, CDD Director, and PPW Director

DISCUSSION:

AB 1600 requires that a status report be prepared annually which must include the following:

- A brief description of the fee and the fund into which the fee was deposited;
- The amount of the fee;
- The associated fund's beginning and ending balances for the fiscal year;
- The total amount of fees collected and interest earned;
- Identification of each public improvement on which impact fees were expended and amount of expenditure on each improvement, including the total percentage of the cost of the public improvement that was funded with impact fees;
- Identification of approximate date by which construction of a public improvement will begin;
- Determination that sufficient funds have been collected to complete financing on an incomplete public improvement;
- Description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the loaned funds will be expended, and in the case of an inter-fund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan;
- Amount of any refunds made due to inability to expend impact fees once a determination is made that sufficient impact fees have been collected to finance a public improvement, the improvement remains incomplete, and the Town has not determined an approximate date by which construction will begin; and
- Whenever the funds are held five years or more, the Town must present plans or commitments to demonstrate intended future use of these funds.

This information is presented in the attached FY 2022/23 Annual Status Report on Receipt and Use of Development Impact Fees. The Report depicts balances and the intended use of balances, including decisions made after June 30, 2023 to demonstrate that the fees will be used for their respective purposes.

CONCLUSION:

Staff recommends Council receive the FY 2022/23 Annual Status Report on Receipt and Use of Development Impact Fees as required under the Mitigation Fee Act (AB 1600).

COORDINATION:

This report was coordinated with the Community Development and Park and Public Works Departments.

PAGE 3 OF 3

SUBJECT: Receive Fiscal Year (FY) 2022/23 Status Report on Receipt and Use of
Development Impact Fees

DATE: November 27, 2023

FISCAL IMPACT:

There is no fiscal impact from this action.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. FY 2022/23 Annual Status Report on Receipt and Use of Development Impact Fees

**TOWN OF LOS GATOS
ANNUAL STATUS REPORT ON RECEIPT AND USE OF DEVELOPMENT IMPACT FEES
JUNE 30, 2023**

Traffic Impact Mitigation Fee:

The Traffic Impact Mitigation Fee assures that each new development or expansion of use pays its fair share of the transportation improvements needed to accommodate the cumulative traffic impacts. The fee, \$1,104 per new average daily trip generated, is paid in full to the Town Building Department prior to issuance of the building permit for new development or expansion of use. The collected fee is held in the Traffic Mitigation Fee Fund. The Traffic Mitigation Fund should be used solely to fund transportation improvement projects related to mitigating the impacts of new development. The funds cannot be used for routine repair or maintenance.

TRAFFIC IMPACT MITIGATION FEES FUND

Beginning Cash Balance (07/01/2022)	2,094,740
Source of Funds	
Fees Collected FY 22/23	9,582
Interest Earned FY 22/23	25,509
Total Source of Funds	\$2,129,831
Use of Funds	
Capital Outlay:	
Traffic Signal Modernization (42% of the Project's Estimated Life-Time Cost)	90,088.34
Hwy 17 Capacity Improvement (41% of the Project's Estimated Life-Time Cost)	600,000.00
Traffic Mitigation - Admin Support (100% of FY 2022/23 Expenditures)	10,000
Total Use of Funds	\$700,088
Expenses Incurred in FY 2021/22 , Paid in July of FY 2022/23	(193,307)
Expenses Incurred in FY 2022/23, Paid in July of FY 2023/24	6,521
Ending Cash Balance (6/30/2023) Pre-Final Audit	\$1,242,956
Designated Future Projects:	
Per FY 23/24 through 27/28 Capital Improvement Plan:	
Shannon Road Pedestrian and Bikeway Improvements (6% of Total Project Costs)	\$133,380
Traffic Signal Modernization (42% of the Project Estimated Life-Time Cost)	196,238
Town-wide Speed Study	80,000
Total CIP and Operating Budget Commitments	\$196,238
Potential Project List (Estimates Only)	
Shannon Road Stabilization Project (Future Project - Pending Funding)	\$2,900,000
Kennedy Road Sidewalk and Bikelanes (Future Project- Pending Funding)	\$1,300,000
Total Potential Project List	\$4,200,000
Total Designated and Unfunded Projects	\$4,396,238
Current Funding Shortfall	(\$3,153,282)

TOWN OF LOS GATOS
ANNUAL STATUS REPORT ON RECEIPT AND USE OF DEVELOPMENT IMPACT FEES
JUNE 30, 2023
(Continued)

Construction Impact Activity Fee:

Construction Impact Activity Fee is assessed on construction projects based on the square foot size of the project at a rate of \$1.43 per square foot. These fees are intended to recover the damage caused to Town streets by construction traffic. The collected fee is held in the General Fund Appropriated Reserves.

CONSTRUCTION IMPACT ACTIVITY FEE

Beginning Cash Balance (07/01/2022)	\$0
Source of Funds	
Fees Collected FY 22/23	181,533
Interest Earned FY 22/23 (Funds expended upon receipt)	-
Total Source of Funds	\$181,533
Use of Funds	
Business Services Charge	
Capital Outlay:	
Street Repair and Resurfacing Project FY 22/23 (FY 2022/23 Fees Collected Cover 6.0% of FY 2022/23 Expenditures)	3,028,769
Total Use of Funds	3,028,769
Ending Cash Balance (6/30/2023) Pre-Final Audit	(\$2,847,236)
Designated Future Projects	
Per FY 23/24 through 27/28 Capital Improvement Plan:	
Street Repair and Resurfacing Project	\$7,583,197
Total Designated Future Projects	\$7,583,197
Current Funding Shortfall	(\$10,430,433)

TOWN OF LOS GATOS
ANNUAL STATUS REPORT ON RECEIPT AND USE OF DEVELOPMENT IMPACT FEES
JUNE 30, 2023
(Continued)

Below-Market Priced (BMP) Housing Program In-Lieu Fee:

BMP In-Lieu Fees are collected from residential development projects with five (5) or more units when the construction of the BMP unit is impractical or there are unusual circumstances that make the construction of the unit inconsistent with Town policy. The required in-lieu fee is to be paid to the Town prior to issuance of the certificate of occupancy. The BMP In-Lieu Fee is equal to the amount of six (6) percent of the building permit valuation for the entire project. The collected fees are held in the General Fund BMP Housing liability account and are restricted to be used solely for BMP Housing Program activities.

BELOW-MARKET PRICED HOUSING PROGRAM IN-LIEU FEES

Beginning Cash Balance (07/01/2022)	3,698,538
Source of Funds	
Fees Collected FY 22/23	186,634
Interest Earned FY 22/23	41,276
Total Source of Funds	3,926,448
Use of Funds	
Program Operating Expense (100% of FY 2022/23 Expenditures)	182,168
Staff Administration (100% of FY 2022/23 Expenditures)	23,000
Total Use of Funds	205,168
Ending Cash Balance (6/30/2023) Pre-Final Audit	3,721,280
Unavailable Source	
Land Held for Resale	344,338
Total Cash Balance and Unavailable Source	4,065,618
Potential Future Projects	
Low and Moderate Income Housing (Future Project - Pending Funding)	3,000,000
Reacquisition of Distressed/Foreclosed Properties (Future Project - Pending Funding)	700,000
Hello Housing and House Keys Program Services (Future Project - Pending Funding -5 Year Total)	600,000
Total Potential Future Projects	4,300,000
Current Funding Shortfall	(234,382)

TOWN OF LOS GATOS
ANNUAL STATUS REPORT ON RECEIPT AND USE OF DEVELOPMENT IMPACT FEES
JUNE 30, 2023
(Continued)

Public Art Fee:

Los Gatos Public Art Fees are collected In lieu of installation of on-site public art, the developer may elect to make a monetary contribution to the Los Gatos Public Arts Fund. The amount of the contribution shall be the cost of the public art. A developer who elects to satisfy the requirements of this Chapter through a contribution to the Fund must complete the payment in-lieu prior to the issuance of any building permit for the development project. The Los Gatos Public Art Funds may be used for the following purposes, including: acquisition, placement, maintenance, and promotion of temporary and permanent art and art programs, including visual or performing arts, as approved by the Arts and Culture Commission, on or in Town owned, public property throughout the Town. Art works acquired through the Public Art Fund shall be owned by the Town of Los Gatos and generally made accessible to the public. As of to date there is no Public Art fee collected yet.

Other Required Disclosures:

As required by law, no inter-fund (loans/transfers) were made during the reporting period and no refund were necessary as all fees collected have a current funding short fall status as presented in the Annual Status Report.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/05/2023

ITEM NO: 7

DATE: November 29, 2023
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Adopt the Emergency Procurement Policy as Recommended by the Policy Committee

RECOMMENDATION:

Adopt the Emergency Procurement Policy (Attachment 1) as recommended by the Policy Committee.

BACKGROUND:

At its August 22, 2023 meeting, the Policy Committee identified the Emergency Procurement Policy as one of its priority 2023 work plan items.

Public Contract Code Section 1102 defines “emergency” as “a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.” Town Council Policy 4-06: Purchasing Policy uses this definition and provides that the Director of Emergency Services/Town Manager or their designee determines when a situation meets this definition. Town Council Policy 4-06 also references an “Emergency Procurement Policy” that does not yet exist and this proposed Emergency Procurement Policy would remedy this discrepancy.

DISCUSSION:

The Emergency Procurement Policy (Policy) has been drafted to allow the Town additional flexibility in procurement in the event of an emergency in alignment with State and Federal regulations. By ensuring that State and Federal regulations are followed, it also ensures that the Town’s procurements during an emergency will be eligible for State and/or Federal reimbursement when applicable.

PREPARED BY: Katy Nomura
Assistant Town Manager

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

PAGE 2 OF 2

SUBJECT: Emergency Procurement Policy

DATE: November 20, 2023

DISCUSSION (continued):

At its November 28, 2023 meeting, the Policy Committee unanimously recommended that Council approve the Policy. There was no public comment at the meeting.

Should the Policy be adopted by Council, staff would then finalize an administrative procedure to ensure all applicable local, State, and Federal emergency procurement laws are followed in accordance with the Policy.

CONCLUSION:

Staff recommends that the Town Council to adopt the proposed Policy (Attachment 1).

COORDINATION:

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

FISCAL IMPACT:

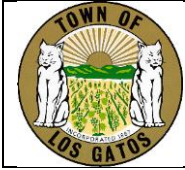
There is no direct fiscal impact associated with the adoption of this Policy. However, adoption would ensure that future emergency procurements are compliant and eligible for State and Federal reimbursement when applicable.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. Draft Emergency Procurement Policy



TITLE: Emergency Procurement Policy		POLICY NUMBER:
EFFECTIVE DATE:		PAGES: 2
ENABLING ACTIONS:	REVISED DATES:	
APPROVED:		

I. PURPOSE

To establish a Policy for purchasing goods and services in and following an emergency. Public Contract Code section 1102 defines “emergency” as “a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.” Town Council Policy 4-06: Purchasing Policy uses this definition and provides that the Director of Emergency Services/Town Manager or his/her designee determines when a situation meets this definition.

II. SCOPE AND AUTHORITY

The Scope of this Policy shall apply to all Town of Los Gatos elected and appointed officials, employees, volunteers, and vendors seeking to do business with the Town, or other individuals performing work and/or engaged in procurement activities on the Town’s behalf in an emergency. The applicable legal authority exists in:

- 44 Code of Federal Regulations (C.F.R.) § 13.36(b)-(i);
- 2 Code of Federal Regulations Part 200;
- California Public Contract Code;
- Town of Los Gatos Town Code; and
- Town Council Policy 4-06: Purchasing Policy.

III. GENERAL POLICY

It is the Town of Los Gatos Council Policy to assure that the Town adheres to all applicable local, State, and Federal emergency procurement laws during an emergency to ensure compliance and eligibility for applicable State and Federal funding.

During an emergency, the Town of Los Gatos will follow its procurement policies identified in Town Council Policy 4-06: Purchasing Policy, State requirements in the Public Contract Code,

TITLE: Emergency Procurement Policy	PAGE: 2 of 2	POLICY NUMBER:
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and the Federal requirements for procurement such as those set forth in 44 C.F.R. § 13.36(b)-(i) and 2 C.F.R. Part 200 when applicable.

In an emergency, essential goods and services may need to be obtained outside the processes and authorities established in the Town’s Purchasing Policy and any such procurements shall adhere to Federal procurement requirements for an exigency/emergency exemption as set forth in 44 C.F.R. § 13.36(b)-(i). The exigency/emergency exemption to Federal Emergency Management Agency’s competitive bidding requirements provides public agencies with the flexibility to procure goods and services in times of crisis. If utilizing the exigency/emergency exception, the justification should explain the nature of the public exigency or emergency, including specific conditions and circumstances that clearly illustrate why procurement other than through noncompetitive proposals would cause unacceptable delay in addressing a serious threat to the public, property, or environment.

APPROVED AS TO FORM:

Gabrielle Whelan, Town Attorney



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/05/2023

ITEM NO: 8

DATE: November 29, 2023
TO: Council Policy Committee
FROM: Laurel Prevetti, Town Manager
SUBJECT: Receive Report on Remote Participation at Town Commissions, Boards, and Committees with Discussion Points Identified by the Council Policy Committee

RECOMMENDATION:

Receive report on remote participation at Town Commissions, Boards, and Committees with discussion points identified by the Council Policy Committee.

BACKGROUND:

On March 17, 2020, the Governor issued an Executive Order suspending certain provisions of the Brown Act to allow local legislative bodies to conduct their meetings completely telephonically or by other electronic means. After that time, the Town conducted all meetings remotely utilizing the Zoom platform.

In September 2022, the Town Council modified Town Council Policy 2-01: Town Agenda Format and Rules regarding remote attendance for Town Boards, Commissions, and Committees (hereafter referred to as Commissions). The Policy, at that time, provided an opportunity for Council Members and Commissioners to participate remotely under certain circumstances and allows the public to have the choice to participate either remotely or in person at all Council and Commission meetings.

In October 2022, the Governor announced that the COVID-19 State of Emergency would end on February 28, 2023, and this action would rescind the suspension of the Brown Act provision.

To prepare for the change back to the standard Brown Act requirements, the Policy Committee met on January 23, 2023, to discuss possible modifications to the Town Agenda Format and Rules regarding remote attendance for Town Boards, Commissions, and Committees Policy. The Committee discussed removing video participation for all Commissions, and Council

PREPARED BY: Wendy Wood
Town Clerk

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

PAGE 2 OF 4

SUBJECT: Receive Report on Remote Participation at Town Commissions, Boards, and Committees with Discussion Points Identified by the Council Policy Committee
DATE: November 28, 2023

BACKGROUND (continued):

Members requested conducting hybrid meetings for the Planning Commission and Finance Commission in addition to the Council meetings.

On February 7, 2023, the Town Council considered modifications to Town Council Policy 2-01: Town Agenda Format and Rules regarding remote attendance for Town Boards, Commissions, and Committees. Council adopted changes to allow hybrid meetings for the Planning and the Finance Commission and include the remote attendance language that matched the Brown Act regulations. The Council requested the Policy Committee and potentially the Council revisit this Policy before the end of the year.

On November 21, 2023, the Town Council adopted changes to Town Council Policy 2-01: Town Agenda Format and Rules regarding behavior expectations at Town Council meetings, notice to Americans with Disabilities, and agenda order.

On November 28, 2023, the Council Policy Committee met to evaluate the remote participation guidelines as contained in the Agenda Format and Rules Policy and consider a recommendation to Council. The Committee was particularly interested in feedback received from the public about remote participation and clarification about the Brown Act. After discussion, the Council Policy Committee had no recommended changes.

DISCUSSION:

In March 2023, all Commissions transitioned to in-person only meetings with the exception of the Planning Commission and Finance Commission. After the transition, all Commissioners were able to participate remotely by telephone as was done prior to the COVID-19 pandemic in accordance with Brown Act and Town Council Policy 2-01. From March 1, 2023, to November 17, 2023, only two Commissions have utilized remote participation in compliance with the Brown Act: the Community Health and Senior Services Commission (one meeting) and the Complete Streets and Transportation Commission (two meetings). There were no reported issues with the phone remote participation, and there were no Commissioner resignations after the transition to in-person meetings. No requests have been received from the public to provide addition hybrid options.

The Planning Commission and Finance Commission have conducted their meetings using a hybrid format (in-person and via Zoom) since March of this year. Since the implementation of the hybrid meetings, the Planning Commission has held 14 hybrid meetings and had one meeting with remote participation by a Commissioner in compliance with the Brown Act. The cumulative total of attendees on Zoom for the Planning Commission meetings beginning in March was 142 (number includes staff, consultants, and members of the public). Of that

PAGE 3 OF 4

SUBJECT: Receive Report on Remote Participation at Town Commissions, Boards, and Committees with Discussion Points Identified by the Council Policy Committee

DATE: November 28, 2023

DISCUSSION (continued):

number, approximately 35 members of the public participated in the meetings by providing public comment. Currently, the Community Development Director is supporting the Zoom portion of the meeting. Members of the public also have the option to watch the Planning Commission meeting in real time without participating by watching the broadcast live on YouTube or cablecast channel 15.

The Finance Commission has held five hybrid meetings with three meetings conducted utilizing remote Commissioner participation in compliance with the Brown Act. The cumulative total of attendees on Zoom from March to November was 58 (number includes staff, consultants, and members of the public). Of that number, 7 attendees participated in meetings by providing public comment. Zoom is the only remote option for real time observation or participation in the meeting. Several Finance Commission meetings were cancelled in 2023 due to a lack of quorum and the cancellations were unrelated to the remote participation requirements.

The audio recordings of all Commission meetings are posted to the website after the meeting, except for the Planning Commission because a video recording is available on YouTube and the Town website.

The Town Clerk is currently supporting the Zoom portion of the Finance Commission meetings, which has accounted for approximately 11 staff hours to date. The Community Development Director's Executive Assistant provides support for the Zoom meeting setup which accounts for approximately five and a half hours of staff time to date. The Community Development Director is currently supporting the Zoom portion of the meeting. This is possible because the Planning Manager provides additional support to the Commission.

Typically for the other Commissions, only the staff who provides the subject expertise attends the meetings. It would be challenging for the subject matter experts to support the Commission in its work, answer questions, and support the Chair with meeting facilitation while also managing the Zoom participation of the public and/or Commissioners.

COORDINATION:

This report was coordinated with the Town Manager's Office, Clerk Department, Town Attorney's Office, and Community Development Department.

FISCAL IMPACT:

There is no fiscal impact related to the discussion.

PAGE 4 OF 4

SUBJECT: Receive Report on Remote Participation at Town Commissions, Boards, and
Committees with Discussion Points Identified by the Council Policy Committee

DATE: November 28, 2023

ENVIRONMENTAL ASSESSMENT:

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



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/05/2023

ITEM NO: 9

DATE: November 28, 2023
TO: Mayor and Town Council
FROM: Katy Nomura, Assistant Town Manager/Acting Human Resources Director
SUBJECT: Approve an Amendment to the Employment Agreement Between the Town of Los Gatos and the Town Manager and Authorize Salary and Benefits Budget Adjustments in the Amount of \$15,682 from Available General Fund Capital/Special Projects Reserve

RECOMMENDATION:

Approve an amendment to the employment agreement (Attachment 1) between the Town of Los Gatos and the Town Manager and authorize salary and benefits budget adjustments in the amount of \$15,682 from available General Fund Capital/Special Projects Reserve.

BACKGROUND:

As an appointee of the Town Council, the Town Manager is employed under an Employment Agreement (Attachment 2) specifying the terms and conditions of employment. The terms and conditions of employment include items such as base pay, basic and optional benefits, covered expenses, parameters for an annual performance review, and conditions for termination/severability. Senate Bill 1436 requires an oral summary at a Council meeting when a recommendation is made related to modifying the salary, salary schedule, or fringe benefits of any person employed under an Employment Agreement with a local agency.

DISCUSSION:

As outlined in the Employment Agreement, the Town Manager's performance and compensation is reviewed annually. The review of the Employment Agreement is conducted to ensure legal compliance and to provide for any adjustments in the terms and conditions of employment.

PREPARED BY: Katy Nomura
Assistant Town Manager

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

PAGE 2 OF 2

SUBJECT: Approve an Amendment to the Employment Agreement Between the Town of Los Gatos and the Town Manager and Authorize Salary and Benefits Budget Adjustments in the Amount of \$15,682 from Available General Fund Capital/Special Projects Reserve

DATE: November 28, 2022

DISCUSSION (continued):

In accordance with the agreement terms for Town Manager Laurel Prevetti, the Town Council completed the evaluation for her eighth year in the position, from October 2022 through September 2023.

Based upon the completion of the performance review in Closed Session, Council recommended that the Town Manager's annual base salary increase five percent (5%) to \$289,572 annually, retroactive to the anniversary date of September 2, 2023.

CONCLUSION:

Based upon the satisfactory completion of the performance review in Closed Session, it is recommended that the Town Manager's annual base salary increase five percent (5%) to \$289,572 annually, effective on September 2, 2023. If Council approves the contract amendment and budget adjustment, the Council's action will be reflected in an updated Salary Schedule for Management (see Attachment 3).

FISCAL IMPACT:

Funding to support the Town Manager's salary and benefits is authorized in the annual budget each fiscal year along with all other Town employee compensation and benefits. The anticipated fiscal impact for the remainder of the fiscal year is \$15,682. The requested budget adjustment in the amount of \$15,682 from available General Fund Capital/Special Project Reserve will provide funding for the additional salary and benefit cost for Fiscal Year (FY) 2023/24. Funding to support the FY 2024/25 ongoing cost each year will be incorporated into the proposed future year budgets for Council approval.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Amendment to Town Manager Employment Agreement
2. Town Manager Employment Agreement
3. Town Council and Management Salary Schedule

EIGHTH AMENDMENT TO THE TOWN MANAGER EMPLOYMENT AGREEMENT

This Amendment to Town Agreement AGR 15-172 is entered into this 5th day of December, 2023, by and between the Town of Los Gatos, a municipal corporation (“TOWN”), and Laurel Prevetti (“EMPLOYEE”).

RECITALS

WHEREAS, Town and Laurel Prevetti executed an Agreement effective September 2, 2015 to provide Town Manager services to the Town;

WHEREAS, a First Amendment to the Agreement was executed on April 4, 2017 to amend the employment agreement to award a 4.43% wage increase to the annual base salary, effective on April 4, 2017 and a lump sum performance bonus of \$3,000; and

WHEREAS, a Second Amendment to the Agreement was executed on January 16, 2018 to amend the employment agreement to award a \$8,000 wage increase to the annual base salary, effective on January 16, 2018; and

WHEREAS, a Third Amendment to the Agreement was executed on December 18, 2018, to amend the employment agreement to award a \$16,250 wage increase to the annual base salary, effective on September 2, 2018 and a lump sum performance bonus of \$3,300; and

WHEREAS, a Fourth Amendment to the Agreement was executed on December 3, 2019 to amend the employment agreement to award a \$13,750 wage increase to the annual base salary, effective on September 2, 2019 and a lump sum performance bonus of \$5,000; and

WHEREAS, a Fifth Amendment to the Agreement was executed on November 3, 2020 to amend the employment agreement to award a \$12,500 wage increase to the annual base salary, effective on September 2, 2020 and a lump sum performance bonus of \$5,000; and

WHEREAS, a Sixth Amendment to the Agreement was executed on November 16, 2021 to amend the employment agreement to award a \$5,250 wage increase to the annual base salary, effective on September 2, 2021; and

WHEREAS, a Seventh Amendment to the Agreement was executed on December 6, 2022 to amend the employment agreement to award a \$8,033 wage increase (3%) to the annual base salary, effective on September 2, 2022, and a lump sum pandemic-related bonus of \$2,500; and

WHEREAS, on the basis of the annual evaluation, the Town Council desires to amend the agreement to award a \$13,789 wage increase (5%) to the annual base salary, retroactive to the anniversary date of September 2, 2023; and

IT IS THEREFORE AGREED by the parties as follows:

Section 2(A) of the Agreement is amended to read as follows:

A. **Salary.**

The Town Manager is awarded a \$13,789 wage increase for a total annual base salary of \$289,572, effective September 2, 2023.

All other terms of the original Employment Agreement remain in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Town Manager Agreement on the date written above.

TOWN OF LOS GATOS

Maria Ristow, Mayor

Laurel Prevetti, Town Manager

ATTEST:

Wendy Wood, Town Clerk

APPROVED AS TO FORM:

Gabrielle Whelan, Town Attorney

2 of 2 Eighth Amendment to the Town Manager Employment Agreement

TOWN MANAGER EMPLOYMENT AGREEMENT

This Agreement made and entered into the 2nd day of September, 2015, by and between the Town of Los Gatos, a municipal corporation in the State of California ("TOWN"), and Laurel Prevetti ("MANAGER").

RECITALS

- A. The Town Council of the Town of Los Gatos desires to appoint Laurel Prevetti to the position of Town Manager of the Town of Los Gatos on September 2, 2015.
- B. It is the desire of the Town Council to establish the terms and conditions of employment of Laurel Prevetti as Town Manager of the Town of Los Gatos, including the duties, salary and benefits of employment.
- C. Laurel Prevetti desires to accept employment as Town Manager of the Town of Los Gatos under the terms set forth herein.

NOW, THEREFORE, in consideration of the respective and mutual covenants hereinafter contained and made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and subject to all the terms and conditions hereof, the parties agree as follows:

SECTION 1. DUTIES AND RESPONSIBILITIES:

A. Appointment as Town Manager. TOWN hereby agrees to employ MANAGER in the capacity of Town Manager for TOWN during the term of this Agreement. MANAGER will perform the functions and duties specified in Section 2.30.295 of the Los Gatos Municipal Code for this position and perform such other legally permissible and proper duties and functions as the Town Council may from time to time assign or delegate.

B. Exclusive Employment. During the term of this Agreement, MANAGER shall be in the exclusive employ of TOWN; provided, however, that the term "exclusive employ" shall not prohibit future part-time employment which the Employee may desire to accept with appropriate prior knowledge and approval of the Town Council. "Appropriate prior knowledge and approval of the Town Council" shall mean that MANAGER shall give four (4) weeks written notice to the Town Council prior to accepting part-time employment and approval of the Town Council shall be deemed given unless any Town Council member states in writing that they desire a closed session to discuss the part-time employment. Such part-time employment shall not in any way conflict in time or interest with MANAGER's responsibilities to TOWN. Town Council shall have uncontrolled discretion in granting part-time outside employment and its determination to grant or deny part-time outside employment shall be final.

SECTION 2. SALARY:

A. **Initial Salary.** TOWN agrees to pay MANAGER for her services rendered in the amount of \$203,000 annually, payable in installments at the same time as other employees of TOWN are paid.

B. **Initial Performance Evaluation.** The Town Council shall evaluate the MANAGER's performance on or before March 15, 2016. This shall be a performance only evaluation with no adjustment to compensation.

C. **Salary Increases.** The Town Council shall evaluate Manager performance annually thereafter beginning September 2016. Should the Town Council, upon completion of its annual review of MANAGER's performance pursuant to this Agreement, determine that MANAGER has met its performance expectations; the Town Council shall increase MANAGER's compensation at least consistent with compensation increases granted by Town Council to other Town Management (At-Will/Unrepresented) Employees. MANAGER understands and agrees that she has no entitlement to an increase in compensation. Any decision to increase MANAGER's compensation shall be retroactive to the beginning of the pay period immediately preceding the anniversary of the Effective Date when the review is conducted pursuant to this Agreement.

SECTION 3. BENEFITS:

All provisions of the Town Code and regulations and rules of Town relating to vacation and sick leave, medical, dental, vision, retirement (2% at 60 formula, 36-month highest average salary) and pension system contributions, holidays, cash out provisions, and other fringe benefits and working conditions pertaining to Town Management (At-Will/Unrepresented) Employees as they now exist or hereafter may be amended, except as otherwise set forth herein, also shall apply to MANAGER. Nothing in this Agreement shall affect any vacation, personal leave, administrative leave, sick time, pension system contributions or accruals, or other benefits which MANAGER has accrued and is owed or attributable to MANAGER as of the date of this Agreement, all of which shall remain accrued, owing, and attributable to MANAGER until used or redeemed by MANAGER.

SECTION 4. HOURS OF WORK AND LEAVE BENEFITS:

A. **Regular Hours.** MANAGER's duties may involve expenditures of time in excess of eight (8) hours per day and/or forty (40) hours per week, and may also include time outside normal office hours such as attendance at Town Council and other meetings. MANAGER shall not be entitled to additional compensation for any work performed in excess of the TOWN's regular workweek.

B. **Administrative Leave.** It is recognized that MANAGER must devote a great deal of her time outside normal office hours without benefit of paid overtime in the conduct of TOWN business, and, to that end, MANAGER shall be entitled to administrative leave in an equivalent amount to that granted Town Management (At-Will/Unrepresented) Employees,

which the parties agree is five (5) days per year. MANAGER shall be entitled to accrue, use or redeem administrative leave in whatever manner is permitted pursuant to Town policy, as same may be amended from time to time by action of the Town Council.

C. **Personal Leave.** MANAGER shall be entitled to personal leave in the amount of six (6) days per year. MANAGER shall be entitled to accrue, use or redeem personal leave in whatever manner is permitted pursuant to Town policy, as same may be amended from time to time by action of the Town Council.

D. **Vacation Leave.** MANAGER shall be entitled to vacation leave in the amount of 25 days per year. MANAGER shall be entitled to accrue, use or redeem personal leave in whatever manner is permitted pursuant to Town policy, as same may be amended from time to time by action of the Town Council.

E. **Sick Leave.** MANAGER shall be entitled to sick leave in the amount of 12 days per year. MANAGER shall be entitled to accrue, use or redeem personal leave in whatever manner is permitted pursuant to Town policy, as same may be amended from time to time by action of the Town Council.

F. **Mileage Reimbursement, Cell Phone Stipend, Holidays, Bereavement/Compassion Leave, Flexible Health Spending Account, Employee Assistance Program, and Other Fringe Benefits.** MANAGER shall be entitled to mileage reimbursement, cell phone stipend, holidays, bereavement/compassion leave, Flexible Health Spending Account, Employee Assistance Program, and other fringe benefits as they now exist or hereafter may be amended for Town Department Directors.

SECTION 5. **TECHNOLOGY:**

A. **Technology.** TOWN agrees to budget, within the budget amount approved by the TOWN, a technology budget to assist MANAGER in keeping technologically current and personal productivity high. The technology improvements will be used to pay the cost of acquisition of equipment and purchase of services related to information systems, data handling, communications and productivity and shall be budgeted for the good of the Town in accordance with approved budgeting limitations. Purchases for technology improvements shall remain the property of the TOWN.

SECTION 6. **ADDITIONAL EXPENSES:**

A. **Dues and Subscriptions.** TOWN agrees to pay the professional dues and subscriptions of MANAGER necessary for her continuation and full participation in such national, regional, state and local associations and organizations as are necessary and desirable for her continued professional participation, growth, and advancement and for the good of TOWN in accordance with approved budgetary limitations.

B. **Professional Development.** TOWN agrees that attendance at ICMA, League of California Cities, American Leadership Forum, and other professional development activities is

both beneficial and expected. TOWN hereby agrees to pay the travel, lodging, and subsistence expenses of MANAGER for professional and official travel, lodging, meetings, and occasions, and for short courses, institutes and seminars necessary to continue the professional development of MANAGER, and to adequately pursue necessary official and other functions for TOWN, in accordance with approved budgetary limitations. Notwithstanding the above, appropriate prior knowledge and approval of the Town Council must be obtained prior to the registering and expenditure of funds for conferences, seminars, forums or other professional development that exceeds the length one (1) day. "Appropriate prior knowledge and approval of the Town Council" shall mean that the MANAGER shall give at least four (4) weeks written notice to the Town Council prior to registering for any professional development event that exceeds the length of one (1) day and approval of the Town Council shall be deemed given unless any Town Council member states in writing that they desire a closed session to discuss the matter.

C. **Executive Expenses.** TOWN recognizes that certain expenses of a non-personal and job-affiliated nature are incurred by MANAGER and hereby agrees to reimburse such expenses upon presentation of a receipt and submission of the appropriate confining purchase requisition to the Mayor and Town Finance Department, in accordance with approved budgetary limitations and subject any policies and guidelines the Town Council may impose.

SECTION 7. TERM; TERMINATION:

A. **Term of Agreement.** This Agreement shall commence upon execution by the parties and become effective September 2, 2015 and extend indefinitely until terminated as provided hereinafter.

B. **At-Will Employment.** MANAGER's employment with the Town is "at-will" and MANAGER serves at the pleasure of the Town Council, pursuant to Section 2.30.260 of the Municipal Code. As such, a majority of the Town Council may terminate MANAGER's employment at any time, with or without cause, with or without advance notice, subject only to the hearing requirements set forth in Municipal Code sections 2.30.285, as amended by the Town Council on August 18, 2015.

C. **Termination Without Cause.** In the event that TOWN terminates MANAGER's employment for reasons other than those set forth in subsection D below, including without limitation, for no reason stated, within the term of this Agreement, or any extensions, TOWN agrees to pay MANAGER a cash payment equal to six (6) months of the MANAGER's then current salary and any benefits that are lawfully required to be continued pursuant to COBRA and other statutes. Following such six (6) month period, MANAGER retains the right to participate in Town health and related benefit programs, should such programs be instituted during the term of this Agreement, at MANAGER's own and sole expense pursuant to the terms of COBRA. MANAGER shall be compensated for any unused vacation leave, holidays, and other benefits then accrued consistent with Town policies. The schedule of the payment pursuant to this section shall be at the sole discretion of the MANAGER.

D. **Termination With Cause.** The TOWN may terminate MANAGER's employment hereunder at any time for cause subject to the provisions of Los Gatos Municipal Code Section

2.30.285. No lump sum cash payment or other severance pay shall be due MANAGER upon any termination for cause. For purposes of this Agreement, "cause" shall mean any of the following: (i) a gross or habitual failure to perform the functions and duties of the Town MANAGER or any other obligations as required by the terms of this Agreement; (ii) Any other intentional or grossly negligent action or inaction by MANAGER that materially and substantially: (A) impedes or disrupts the operations of the TOWN or its organizational units; (B) is detrimental to employee or public safety; or (C) violates properly established rules or procedures of the Town causing a material and substantial adverse effect on the TOWN's interests as clearly defined and delineated by properly established Town Council action taken by the Town Council as a body, policy, regulations or ordinances of the TOWN; (iii) That MANAGER has been willfully and intentionally absent without leave, or has willfully and intentionally failed to report after leave of absence has expired; (iv) That Manager has willfully failed or refused to appear in obedience to lawful process or order of the Town Council or to answer questions under oath, before the TOWN Council or before a duly authorized committee of Congress of the United States or of the Legislature of the State of California, or a committee or subcommittee of said Congress or Legislature, or before any authorized court, office or tribunal, or before a Grand Jury, on any subject relating to (1) matters connected with the conduct of official business of the TOWN or of any division, department, board or commission thereof, or (2) any of the matters set forth in sections 1028 and 1028.1 of the Government Code of the State of California; or (v) That Manager has been convicted of a misdemeanor involving a crime of moral turpitude or a felony, or entry of a plea of nolo contendere with regard to a misdemeanor involving a crime of moral turpitude or a felony.

E. Voluntary Resignation. MANAGER may voluntarily resign her position with TOWN before expiration of the term of this Agreement by giving TOWN sixty (60) days prior written notice. No lump sum cash payment or other severance pay shall be due MANAGER upon any voluntary resignation.

F. Termination Based on Disability or Death. In the event MANAGER is permanently disabled, as determined by MANAGER's duly licensed physician, or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health reasons for a period of three (3) consecutive months beyond any accrued sick leave, Town may terminate this Agreement.

G. Limitation on Removal. Pursuant to Los Gatos Municipal Code Section 2.30.290, notwithstanding anything to the contrary herein, TOWN may not remove MANAGER from office during or within any period of 30 days following any general municipal election held in the Town at which election a member of the Town Council is elected.

H. Limitation on Obligation. Notwithstanding anything to the contrary herein, TOWN shall not be obligated to pay, and shall not pay, any amounts or continue any benefits under this agreement if MANAGER is terminated in the event MANAGER is convicted of a crime involving an abuse of her office or position. Any paid leave salary offered by TOWN to MANAGER pending an investigation shall be fully reimbursed by MANAGER if MANAGER is convicted of a crime involving an abuse of her office or position. For the purposes of this section, "abuse of office or position" means and is limited to the definition under Government

Code section 53243.4 either of the following: (a) an abuse of public authority including but not limited to waste, fraud, and violation of the law under color of authority; or (b) a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the California Penal Code.

SECTION 8. GENERAL PROVISIONS:

A. Entire Agreement. This Agreement shall constitute the full, complete and exclusive agreement between the parties hereto and shall supersede all prior and contemporaneous agreements, understandings and representations regarding the subject matter hereof, whether oral or written.

B. Indemnification. TOWN agrees to defend, hold harmless and indemnify MANAGER against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out an alleged act or omission occurring in the performance of MANAGER's duties. TOWN, at its direction, is not required to indemnify MANAGER for any illegal or criminal acts for which a court of competent jurisdiction has determined, without possibility of appeal, was committed by MANAGER.

C. Bonding Requirements. TOWN shall bear full cost of the Fidelity Bond required of MANAGER under any law or ordinance.

D. Assignment. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by TOWN and MANAGER and their respective successors, assigns, heirs and executors, except that MANAGER may not assign this Agreement or delegate any of her obligations hereunder and may only assign her rights hereunder with the prior written consent of TOWN.

E. Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

F. Notices. Any notice required under this Agreement shall be in writing, shall be sent by personal delivery, courier or first class mail, return receipt requested, and shall be deemed effective upon receipt.

G. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflicts of laws principles.

H. Attorney's Fees. In the event of any dispute between the parties hereto relating to or arising out of this Agreement, the prevailing party shall be entitled to receive its reasonable attorneys' fees and costs, in addition to any other relief it may receive.


IN WITNESS WHEREOF, the Town of Los Gatos has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested to by its Town Clerk, and the MANAGER has signed and executed this Agreement the day and year first above written.

TOWN OF LOS GATOS



Mayor Marcia Jensen

MANAGER



Laurel Prevetti

ATTEST:



Shelley Neis, Town Clerk Administrator

APPROVED AS TO FORM:



Robert W. Schultz, Town Attorney

Town of Los Gatos Town Council and Management Classifications
Salary Schedule for Fiscal Year 2023/24
Effective July 9, 2023*

Class Code	Classification Title	Annual Salary Minimum	Annual Salary Maximum
2110	Assistant Town Manager	\$ 184,168	\$ 248,627
2420	Chief Building Official	\$ 140,364	\$ 189,491
2400	Community Development Director	\$ 179,672	\$ 242,557
2180	Community Outreach Coordinator	\$ 96,916	\$ 130,837
2130	Economic Vitality Manager	\$ 133,599	\$ 180,359
2315	Finance and Accounting Manager	\$ 140,364	\$ 189,491
2310	Finance and Budget Manager	\$ 140,364	\$ 189,491
2300	Finance Director	\$ 175,294	\$ 236,647
2200	Human Resources Director	\$ 162,778	\$ 219,750
2900	Information Technology Manager	\$ 140,364	\$ 189,491
2800	Library Director	\$ 162,778	\$ 219,750
2820	Library Division Manager	\$ 106,977	\$ 144,419
2600	Parks & Public Works Director	\$ 179,672	\$ 242,557
2645	Parks & Public Works Operations Manager	\$ 121,035	\$ 163,397
2630	Parks & Public Works Superintendent	\$ 140,364	\$ 189,491
2412	Planning Manager	\$ 140,364	\$ 189,491
2510	Police Captain	\$ 166,847	\$ 225,244
2500	Police Chief	\$ 188,772	\$ 254,842
2545	Police Records & Communication Manager	\$ 130,340	\$ 175,960
2140	Senior Administrative Analyst	\$ 104,367	\$ 140,896
2650	Senior Civil Engineer	\$ 133,599	\$ 180,359
2000	Town Attorney - Council Appointed <i>(Effective 11/26/23)</i>		\$ 261,258
2190	Town Clerk	\$ 140,364	\$ 189,491
2615	Town Engineer*	\$ 154,934	\$ 209,162
2100	Town Manager - Council Appointed <i>(Effective 9/02/23)</i>		\$ 289,572
2655	Transportation & Mobility Manager	\$ 130,340	\$ 175,960
2905	Urban Forest Manager	\$ 121,035	\$ 163,397
1000	Town Council <i>(Effective 1/1/19 Pursuant to Ordinance Adopted by Town Council on 2/6/18)</i>	\$570 Stipend per month, for a total compensation of \$6,840 per year	

***Except for Town Attorney, Town Manager, and Town Council as noted.**

****Title Reflects Current Budgeted Position.**

Management salaries reflect a spread of 35% to the top of the range.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/05/2023

ITEM NO: 10

DATE: November 28, 2023
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Approve an Amendment to the Employment Agreement Between the Town of Los Gatos and the Town Attorney and Authorize Salary and Benefits Budget Adjustments in the Amount of \$5,897 from Available General Fund Capital/Special Projects Reserve

RECOMMENDATION:

Approve an amendment to the employment agreement (Attachment 1) between the Town of Los Gatos and the Town Attorney and authorize salary and benefits budget adjustments in the amount of \$5,897 from available General Fund Capital/Special Projects Reserve.

BACKGROUND:

As an appointee of the Town Council, the Town Attorney is employed under an Employment Agreement (Attachment 2) specifying the terms and conditions of employment. The terms and conditions of employment include items such as base pay, basic and optional benefits, covered expenses, parameters for an annual performance review, and conditions for termination/severability. Senate Bill 1436 requires an oral summary at a Council meeting when a recommendation is made related to modifying the salary, salary schedule, or fringe benefits of any person employed under an Employment Agreement with a local agency.

DISCUSSION:

As outlined in the Employment Agreement, the Town Attorney's performance and compensation is reviewed annually. The review of the Employment Agreement is conducted to ensure legal compliance and to provide for any adjustments in the terms and conditions of employment.

PREPARED BY: Katy Nomura
Assistant Town Manager

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

PAGE 2 OF 2

SUBJECT: Approve an Amendment to the Employment Agreement Between the Town of Los Gatos and the Town Attorney, and Authorize Salary and Benefits Budget Adjustments in the Amount of \$5,897 from Available General Fund Capital/Special Projects Reserve

DATE: November 28, 2023

DISCUSSION (Continued):

In accordance with the agreement terms for Town Attorney Gabrielle Whelan, the Town Council completed the evaluation for 2023, from December 2022 through November 2023.

Based upon the completion of the performance review, Council recommended that the Town Attorney's annual base salary increase three percent (3%) to \$261,258 annually, retroactive to November 26, 2023.

CONCLUSION:

Based upon the satisfactory completion of the performance review in Closed Session, it is recommended that the Town Attorney's annual base salary increase three percent (3%) to \$261,258 annually, effective on November 26, 2023. If Council approves the contract amendment and budget adjustment, the Council's action will be reflected in an updated Salary Schedule for Management (see Attachment 3).

FISCAL IMPACT:

Funding to support the Town Attorney's salary and benefits is authorized in the annual budget each fiscal year along with all other Town employee compensation and benefits. The anticipated fiscal impact for the remainder of the fiscal year is \$5,897. The requested budget adjustment in the amount of \$5,897 from available General Fund Capital/Special Project Reserve will provide funding for the additional salary and benefit cost for Fiscal Year (FY) 2023/24. Funding to support the FY 2024/25 ongoing cost each year will be incorporated into the proposed future year budgets for Council approval.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Amendment to Town Attorney Employment Agreement
2. Town Attorney Employment Agreement
3. Town Council and Management Salary Schedule

SECOND AMENDMENT TO THE TOWN ATTORNEY EMPLOYMENT AGREEMENT

This Amendment to Town Agreement AGR 22.087 is entered into this 5th day of December 2023, by and between the Town of Los Gatos, a municipal corporation ("TOWN") and Gabrielle Whelan ("EMPLOYEE").

RECITALS:

WHEREAS, Town and Gabrielle Whelan executed an Agreement effective May 16, 2022, to provide Town Attorney services to the Town; and

WHEREAS, a First Amendment to the Agreement was executed on December 06, 2022, to amend the employment agreement to award a 1.5% wage increase to the annual base salary, effective on November 15, 2022; and

WHEREAS, on the basis of the annual evaluation, the Town Council desires to amend the Agreement to award a \$7,609 wage increase (3%) to the annual base salary, retroactive to November 26, 2023; and

IT IS THEREFORE AGREED by the parties as follows:

Section 2(A) of the Agreement is amended to read as follows:

A. **Salary.**

The Town Attorney is awarded a \$7,609 wage increase for a total annual base salary of \$261,258, effective November 26, 2023.

All other terms of the original Employment Agreement remain in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Town Attorney Agreement on the date written above.

TOWN OF LOS GATOS

Maria Ristow, Mayor

ATTEST:

Wendy Wood, Town Clerk

Gabrielle Whelan, Town Attorney

TOWN ATTORNEY EMPLOYMENT AGREEMENT

This Agreement is made and entered into the ____ day of April 2022, by and between the Town of Los Gatos, a municipal corporation in the State of California ("TOWN"), and Gabrielle Whelan ("ATTORNEY").

RECITALS

- A. The Town Council of the Town of Los Gatos desires to appoint Gabrielle Whelan to the position of Town Attorney of the Town of Los Gatos on May 16, 2022.
- B. It is the desire of the Town Council to establish the terms and conditions of employment of Gabrielle Whelan as Town Attorney of the Town of Los Gatos, including the duties, salary, and benefits of employment.
- C. Gabrielle Whelan desires to accept employment as Town Attorney of the Town of Los Gatos under the terms set forth herein.

NOW, THEREFORE, in consideration of the respective and mutual covenants hereinafter contained and made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and subject to all the terms and conditions hereof, the parties agree as follows:

SECTION I. DUTIES AND RESPONSIBILITIES:

A. **Appointment as Town Attorney.** TOWN hereby agrees to employ ATTORNEY in the capacity of Town Attorney for TOWN during the term of this Agreement. ATTORNEY will perform the functions and duties specified in Section 2.30.505 of the Los Gatos Municipal Code for this position and perform such other legally permissible and proper duties and functions as the Town Council may from time to time assign or delegate. Legal services shall include, but not be limited to, the preparation and review of ordinances, resolutions, agreements, and contracts; legal research; attendance at Town Council meetings and other meetings upon request (such as high profile Planning Commission meetings); rendering of legal opinions to the Town Council and Town Manager; representation of the Town, members of the Town Council and other Town officers and employees in claims and litigation filed by or against the Town, except those that the Town Attorney or Town Council determine should be handled by outside counsel; and such other legal services as may be directed by Town Council or Town Manager. Consistent with other demands of the office, Attorney will use best efforts to handle general municipal and land use litigation herself to reduce costs of outside counsel.

B. **Exclusive Employment.** During the term of this Agreement, ATTORNEY shall be in the exclusive employ of TOWN; provided, however, that the term "exclusive employ" shall not prohibit future part-time employment which the Employee may desire to accept with appropriate prior knowledge and approval of the Town Council. "Appropriate prior knowledge and approval of the Town Council" shall mean that ATTORNEY shall give four (4) weeks written notice to the Town Council prior to accepting part-time employment and approval of the Town Council shall be deemed given unless any Town Council member states in writing that they desire a closed session to discuss the part-time employment. Such part-time employment shall not in any way conflict in time or interest with ATTORNEY's responsibilities to TOWN. Town Council shall have uncontrolled discretion in granting part-time outside employment and its determination to grant or deny part-time outside employment shall be final.

SECTION 2. SALARY:

A. Initial Salary. TOWN agrees to pay ATTORNEY for her services rendered in the amount of \$249,900 annually, payable in installments at the same time as other employees of TOWN are paid.

B. Performance Evaluations. The Town Council shall evaluate the ATTORNEY's performance on or before November 30, 2022, and in November annually thereafter.

C. Salary Increases. Should the Town Council, upon completion of its review of ATTORNEY's performance pursuant to this Agreement, determine that ATTORNEY has met its performance expectations; the Town Council shall increase ATTORNEY's compensation at least consistent with compensation increases granted by Town Council to other Town Management (At-Will/Unrepresented) Employees. ATTORNEY understands and agrees that she has no entitlement to an increase in compensation. Any decision to increase ATTORNEY's compensation shall be retroactive to the beginning of the pay period immediately preceding the evaluation conducted in accordance with Section 2(B) above.

SECTION 3. BENEFITS:

All provisions of the Town Code and regulations and rules of Town relating to vacation and sick leave, medical, dental, vision, retirement (2% at 60 formula, 36-month highest average salary) and pension system contributions, holidays, cash out provisions, and other fringe benefits and working conditions pertaining to Town Management (At-Will/Unrepresented) Employees as they now exist or hereafter may be amended, except as otherwise set forth herein, also shall apply to ATTORNEY. Nothing in this Agreement shall affect any vacation, personal leave, administrative leave, sick time, pension system contributions or accruals, or other benefits which ATTORNEY has accrued and is owed or attributable to ATTORNEY as of the date of this Agreement, all of which shall remain accrued, owing, and attributable to ATTORNEY until used or redeemed by ATTORNEY.

SECTION 4. HOURS OF WORK AND LEAVE BENEFITS:

A. Regular Hours. ATTORNEY's duties may involve expenditures of time in excess of eight (8) hours per day and/or forty (40) hours per week, and may also include time outside normal office hours such as attendance at Town Council and other meetings. ATTORNEY shall not be entitled to additional compensation for any work performed in excess of the TOWN's regular workweek.

B. Administrative Leave. It is recognized that ATTORNEY must devote a great deal of her time outside normal office hours without benefit of paid overtime in the conduct of TOWN business, and, to that end, ATTORNEY shall be entitled to administrative leave in an equivalent amount to that granted Town Management (At-Will/Unrepresented) Employees, which the parties agree is five (5) days per year. ATTORNEY shall be entitled to accrue, use or redeem administrative leave in whatever manner is permitted pursuant to Town policy, as same may be amended from time to time by action of the Town Council.

C. Personal Leave. ATTORNEY shall be entitled to personal leave in the amount of five (5) days per year. ATTORNEY shall be entitled to accrue, use or redeem personal leave in whatever manner is permitted pursuant to Town policy, as same may be amended from time to time by action of the Town Council.

D. Vacation Leave. ATTORNEY shall be entitled to vacation leave in the amount of 25 days per year. ATTORNEY shall be entitled to accrue, use or redeem personal leave in whatever manner is permitted pursuant to Town policy, as same may be amended from time to time by action of the Town Council.

E. Sick Leave. ATTORNEY shall be entitled to sick leave in the amount of 12 days per year. ATTORNEY shall be entitled to accrue, use or redeem personal leave in whatever manner is permitted pursuant to Town policy, as same may be amended from time to time by action of the Town Council.

F. Mileage Reimbursement, Cell Phone Stipend, Holidays, Bereavement/Compassion Leave, Flexible Health Spending Account, Employee Assistance Program, and Other Fringe Benefits. ATTORNEY shall be entitled to mileage reimbursement, cell phone stipend, holidays, bereavement/compassion leave, Flexible Health Spending Account, Employee Assistance Program, and other fringe benefits as they now exist or hereafter may be amended for Town Department Directors.

SECTION 5. TECHNOLOGY:

A. Technology. TOWN agrees to budget, within the budget amount approved by the TOWN, a technology budget to assist ATTORNEY in keeping technologically current and personal productivity high. The technology improvements will be used to pay the cost of acquisition of equipment and purchase of services related to information systems, data handling, communications and productivity and shall be budgeted for the good of the Town in accordance with approved budgeting limitations. Purchases for technology improvements shall remain the property of the TOWN.

SECTION 6. ADDITIONAL EXPENSES:

A. Dues and Subscriptions. TOWN agrees to pay the professional dues and subscriptions of ATTORNEY necessary for her continuation and full participation in such national, regional, state and local associations and organizations as are necessary and desirable for her continued professional participation, growth, and advancement and for the good of TOWN in accordance with approved budgetary limitations.

B. Professional Development. TOWN agrees that attendance at State Bar Association, Santa Clara County Bar Association, League of California Cities (Attorneys Department), the Bay Area City Attorneys Association, Santa Clara County City Attorneys Association, and other professional development activities is both beneficial and expected. TOWN hereby agrees to pay the travel, lodging, and subsistence expenses of ATTORNEY for professional and official travel, lodging, meetings, and occasions, and for short courses, institutes, and seminars necessary to continue the professional development of ATTORNEY, and to adequately pursue necessary official and other functions for TOWN, in accordance with approved budgetary limitations.

C. Executive Expenses. TOWN recognizes that certain expenses of a non-personal and job-affiliated nature are incurred by ATTORNEY and hereby agrees to reimburse such expenses upon presentation of a receipt and submission of the appropriate confining purchase requisition to the Mayor and Town Finance Department, in accordance with approved budgetary limitations and subject any policies and guidelines the Town Council may impose.

SECTION 7. TERM; TERMINATION;

A. Term of Agreement. This Agreement shall commence upon execution by the parties and become effective May 16, 2022 and extend indefinitely until terminated as provided hereinafter.

B. At-Will Employment. ATTORNEY's employment with the Town is "at-will" and ATTORNEY serves at the pleasure of the Town Council. As such, a majority of the Town Council may terminate ATTORNEY's employment at any time, with or without cause pursuant to the provisions in this agreement.

C. Termination Without Cause. In the event that TOWN terminates ATTORNEY's employment for reasons other than those set forth in subsection D below, including without limitation, for no reason stated, within the term of this Agreement, or any extensions, TOWN agrees to pay ATTORNEY a cash payment equal to six (6) months of the ATTORNEY's then current salary and any benefits that are lawfully required to be continued pursuant to COBRA and other statutes. Following such six (6) month period, ATTORNEY retains the right to participate in Town health and related benefit programs, should such programs be instituted during the term of this Agreement, at ATTORNEY's own and sole expense pursuant to the terms of COBRA. ATTORNEY shall be compensated for any unused vacation leave, holidays, and other benefits then accrued consistent with Town policies. The schedule of the payment pursuant to this section shall be at the sole discretion of the ATTORNEY.

D. Termination With Cause. The TOWN may terminate ATTORNEY's employment hereunder at any time for cause. No lump sum cash payment or other severance pay shall be due ATTORNEY upon any termination for cause. For purposes of this Agreement, "cause" shall mean any of the following: (i) a gross or habitual failure to perform the functions and duties of the Town ATTORNEY or any other obligations *as* required by the terms of this Agreement; (ii) Any other intentional or grossly negligent action or inaction by ATTORNEY that materially and substantially: (A) impedes or disrupts the operations of the TOWN or its organizational units; (B) is detrimental to employee or public safety; or (C) violates properly established rules or procedures of the Town causing a material and substantial adverse effect on the TOWN's interests as clearly defined and delineated by properly established Town Council action taken by the Town Council as a body, policy, regulations or ordinances of the TOWN; (iii) That ATTORNEY has been willfully and intentionally absent without leave, or has willfully and intentionally failed to report after leave of absence has expired; (iv) That ATTORNEY has willfully failed or refused to appear in obedience to lawful process or order of the Town Council or to answer questions under oath, before the TOWN Council or before a duly authorized committee of Congress of the United States or of the Legislature of the State of California, or a committee or subcommittee of said Congress or Legislature, or before any authorized court, office or tribunal, or before a Grand Jury, on any subject relating to (I) matters connected with the conduct of official business of the TOWN or of any division, department, board or commission thereof, or (2) any of the matters set forth in sections 1028 and 1028.1 of the Government Code of the State of California; or (v) That ATTORNEY has been convicted of a misdemeanor involving a crime of moral turpitude or a felony, or entry of a plea of nolo contendere with regard to a misdemeanor involving a crime of moral turpitude or a felony.

E. Voluntary Resignation. ATTORNEY may voluntarily resign her position with TOWN before expiration of the term of this Agreement by giving TOWN sixty (60) days prior written notice. No lump sum cash payment or other severance pay shall be due ATTORNEY upon any voluntary resignation.

F. Termination Based on Disability or Death. In the event ATTORNEY is permanently disabled, as determined by ATTORNEY's duly licensed physician, or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health reasons for a period of three (3) consecutive months beyond any accrued sick leave, Town may terminate this Agreement.

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SECTION 8. GENERAL PROVISIONS:

A. Entire Agreement. This Agreement shall constitute the full, complete and exclusive agreement between the parties hereto and shall supersede all prior and contemporaneous agreements, understandings and representations regarding the subject matter hereof, whether oral or written.

B. Indemnification. TOWN agrees to defend, hold harmless and indemnify ATTORNEY against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of ATTORNEY's duties. TOWN, at its direction, is not required to indemnify ATTORNEY for any illegal or criminal acts for which a court of competent jurisdiction has determined, without possibility of appeal, was committed by ATTORNEY.

C. Bonding Requirements. TOWN shall bear full cost of the Fidelity Bond required of ATTORNEY under any law or ordinance.

D. Assignment. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by TOWN and ATTORNEY and their respective successors, assigns, heirs and executors, except that ATTORNEY may not assign this Agreement or delegate any of her obligations hereunder and may only assign her rights hereunder with the prior written consent of TOWN.

E. Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

F. Notices. Any notice required under this Agreement shall be in writing, shall be sent by personal delivery, courier or first class mail, return receipt requested, and shall be deemed effective upon receipt.

G. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflicts of laws principles.

H. Attorney's Fees. In the event of any dispute between the parties hereto relating to or arising out of this Agreement, the prevailing party shall be entitled to receive its reasonable attorneys' fees and costs, in addition to any other relief it may receive.

IN WITNESS WHEREOF, the Town of Los Gatos has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested to by its Town Clerk, and the ATTORNEY has signed and executed this Agreement the day and year first above written.

ATTORNEY:

TOWN OF LOS GATOS:

DocuSigned by:
Gabrielle Whelan 4/14/2022
86F60A7912C8444...
Gabrielle Whelan

DocuSigned by:
Robert Rennie 4/20/2022
B046DDF418AB47F...
Robert Rennie, Mayor

Approved As To Form:

DocuSigned by:
Robert W. Schultz 4/18/2022
2FE0938555B744C...
Robert Schultz, Interim Town Attorney

Attest:

DocuSigned by:
Shelley Neis 4/21/2022
B9666F65B1F34F6...
Shelley Neis, MMC, CPMC, Town Clerk

Town of Los Gatos Town Council and Management Classifications
Salary Schedule for Fiscal Year 2023/24
Effective July 9, 2023*

Class Code	Classification Title	Annual Salary Minimum	Annual Salary Maximum
2110	Assistant Town Manager	\$ 184,168	\$ 248,627
2420	Chief Building Official	\$ 140,364	\$ 189,491
2400	Community Development Director	\$ 179,672	\$ 242,557
2180	Community Outreach Coordinator	\$ 96,916	\$ 130,837
2130	Economic Vitality Manager	\$ 133,599	\$ 180,359
2315	Finance and Accounting Manager	\$ 140,364	\$ 189,491
2310	Finance and Budget Manager	\$ 140,364	\$ 189,491
2300	Finance Director	\$ 175,294	\$ 236,647
2200	Human Resources Director	\$ 162,778	\$ 219,750
2900	Information Technology Manager	\$ 140,364	\$ 189,491
2800	Library Director	\$ 162,778	\$ 219,750
2820	Library Division Manager	\$ 106,977	\$ 144,419
2600	Parks & Public Works Director	\$ 179,672	\$ 242,557
2645	Parks & Public Works Operations Manager	\$ 121,035	\$ 163,397
2630	Parks & Public Works Superintendent	\$ 140,364	\$ 189,491
2412	Planning Manager	\$ 140,364	\$ 189,491
2510	Police Captain	\$ 166,847	\$ 225,244
2500	Police Chief	\$ 188,772	\$ 254,842
2545	Police Records & Communication Manager	\$ 130,340	\$ 175,960
2140	Senior Administrative Analyst	\$ 104,367	\$ 140,896
2650	Senior Civil Engineer	\$ 133,599	\$ 180,359
2000	Town Attorney - Council Appointed <i>(Effective 11/26/23)</i>		\$ 261,258
2190	Town Clerk	\$ 140,364	\$ 189,491
2615	Town Engineer*	\$ 154,934	\$ 209,162
2100	Town Manager - Council Appointed <i>(Effective 9/02/23)</i>		\$ 289,572
2655	Transportation & Mobility Manager	\$ 130,340	\$ 175,960
2905	Urban Forest Manager	\$ 121,035	\$ 163,397
1000	Town Council <i>(Effective 1/1/19 Pursuant to Ordinance Adopted by Town Council on 2/6/18)</i>	\$570 Stipend per month, for a total compensation of \$6,840 per year	

***Except for Town Attorney, Town Manager, and Town Council as noted.**

****Title Reflects Current Budgeted Position.**

Management salaries reflect a spread of 35% to the top of the range.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/05/2023

ITEM NO: 11

DATE: November 30, 2023
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Approve a Recommendation of the Planning Commission to Introduce an Ordinance Titled “An Ordinance of the Town Council of the Town of Los Gatos to Apply the Housing Element Overlay Zone (HEOZ) to Provide for Increases to the Allowable Density, Height, Floor Area Ratio, and Lot Coverage for Residential Development on the Following Site: 101 South Santa Cruz Avenue.” An Environmental Impact Report was Prepared and Certified for the 2040 General Plan Update on June 30, 2022, which Included the Proposed Zoning Code Amendments. No further Environmental Analysis is Required. Zoning Code Amendment Application Z-23-003. Applicant: Town of Los Gatos.

RECOMMENDATION:

Approve a recommendation of the Planning Commission to introduce an ordinance titled “An Ordinance of the Town Council of the Town of Los Gatos to Apply the Housing Element Overlay Zone (HEOZ) to Provide for Increases to the Allowable Density, Height, Floor Area Ratio, and Lot Coverage for Residential Development on the Following Site: 101 South Santa Cruz Avenue.”

BACKGROUND:

The Town of Los Gatos is required to prepare an updated Housing Element for the period covering 2023-2031 that is certified by the State Housing and Community Development Department (HCD). The Housing Element is one of nine State-mandated elements that must be included in every General Plan. The Housing Element assesses housing needs for all income groups within the community and identifies implementation programs to meet those housing needs. Unlike other General Plan elements, the Housing Element must be updated every eight

PREPARED BY: Jocelyn Shoopman and Erin Walters
Associate Planner and Associate Planner

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Community Development Department Director, and Economic Vitality Manager

BACKGROUND (continued):

years, rather than every 10 to 20 years, must address statutory requirements regarding its content, and is subject to mandatory review by HCD. The Town's Regional Housing Needs Allocation (RHNA) for the sixth cycle planning period is 1,993 units.

On January 30, 2023, the Town Council adopted the 2023-2031 Housing Element with modifications to the Sites Inventory, finding that it was in substantial compliance with State law. Two of the Implementation Programs contained in the Housing Element adopted by Town Council are the basis for the items under consideration and described in further detail below.

On May 30, 2023, the Town received HCD's findings/comment letter on the Revised Draft Housing Element. The findings/comment letter is in reference to the Town's Housing Element submitted to HCD on March 31, 2023.

On October 2, 2023, after the seven-day review period, the Town submitted the Draft Revised Housing Element (September 2023), in response to the May 30, 2023, HCD findings/comment letter to HCD for review. The documents submitted to HCD can be viewed on the Housing Element update website at: www.losgatosca.gov/HousingElement.

On August 23, 2023, the Planning Commission opened the public hearing on this item, heard public comments, and continued the item to September 13, 2023 (see Item 9 of the October 3, 2023, Town Council Agenda).

On September 13, 2023, the Planning Commission heard additional public comments, and made a recommendation to Town Council for approval (see Item 20 of the November 7, 2023, Town Council Agenda).

On October 3, 2023, the Town Council continued the item to November 7, 2023, pending a potential discussion with HCD regarding the adequacy of the Town's Sites Inventory.

On November 7, 2023, staff and the consultant met with the Town's HCD reviewer, received preliminary feedback, and was subsequently provided with a Draft Preliminary Review Matrix on the Draft Revised Housing Element submitted to HCD on October 2, 2023.

On November 7, 2023, the Town Council considered and voted to introduce Ordinances to effect zoning changes to apply the Housing Element Overlay Zone (HEOZ) on all sites included in the Site Inventory Analysis of the 2023-2031 Housing Element with the exception of the subject site, 101 South Santa Cruz Avenue. The Council voted to delay the rezoning of this item to a time in which there is more certainty that it will be needed in order to certify the Housing Element.

BACKGROUND (continued):

On November 16, 2023, the Draft Revised Housing Element (November 2023) with modifications in response to HCD's Draft Preliminary Review Matrix (received by the Town on November 7, 2023) was made available to the public for a seven-day review through November 27, 2023 at 4:00 p.m. as required by Assembly Bill 215. HCD requires that a track change copy and a clean copy of the document be available for viewing during the seven-day review period (available at: www.losgatosca.gov/HousingElement). In addition, an email was sent to all individuals and organizations that previously requested notice relating to the Town's Housing Element Update.

On Tuesday, November 28, 2023, following the seven-day review period, the Draft Revised Housing Element (November 2023) with modifications in response to HCD's Draft Preliminary Review Matrix and identification of how submitted public comments were incorporated into the review, if appropriate, was submitted to HCD for an interim review prior to HCD's December 1, 2023, formal review letter deadline.

DISCUSSION:

This item is introduction of an ordinance to apply the Housing Element Overlay Zone to 101 South Santa Cruz Avenue, to provide for increases to the allowable density, height, Floor Area Ratio, and lot coverage for residential development.

A. Removal From Sites Inventory

As described in the background section of the report, on Tuesday, November 28, 2023, following the seven-day review period, the Draft Revised Housing Element (November 2023) with modifications in response to HCD's Draft Preliminary Review Matrix was submitted to HCD for an interim review prior to HCD's December 1, 2023, formal review letter deadline.

Modifications to the Sites Inventory and Appendix D of the Draft Revised Housing Element (November 2023) include the removal of the subject site, 101 South Santa Cruz Avenue (Site A-2). Site A-2 had a minimum capacity of 16 units that were allocated towards fulfilling the above moderate-income category of the Town's RHNA. On November 7, 2023, the Town Council considered and voted to continue the item of applying the HEOZ to the property located at 101 South Santa Cruz Avenue (site A-2) to a time in which there was more certainty that it will be needed in order to certify the Housing Element. In order to receive certification of the Housing Element from HCD in an expeditious manner, staff has removed site A-2 from the Sites Inventory, as HCD will not certify a Housing Element until all rezonings have been completed.

DISCUSSION (continued):

B. Application of HEOZ

The Council may consider applying the Housing Element Overlay Zone to 101 South Santa Cruz Avenue property and adding the site back to the Sites Inventory, as it has been removed from the Draft Revised Housing Element (November 2023) Sites Inventory.

The property is zoned C-2 and has 2020 Central Business Land Use Designation. The table below provides a comparison of the development regulations for the 2020 General Plan and the Housing Element Overlay Zone for the 101 South Santa Cruz Avenue site. The minimum capacity has been highlighted.

Comparison Table of the Development Regulations for the 2020 General Plan and Housing Element Overlay Zone (HEOZ) - 101 South Santa Cruz Avenue		
	2020 General Plan	HEOZ
Zoning	C-2	C-2/HEOZ
Density Range (du/ac)	10 – 20* (Minimum capacity – 10 units)	20 – 30 (Minimum capacity – 16 units)
Maximum Height (feet)	45	45
Lot Coverage (%)	None*	None**
Floor Area Ratio	Up to 0.6	Up to 2.0

* The 2020 General Plan is silent on this development standard. The applicable regulation under the Zoning Ordinance has been provided for context.

** The 2023-2031 Draft Revised Housing Element is silent on this development standard and so development would be evaluated based on the underlying designation in the 2020 General Plan Land Use Element.

Applying the HEOZ overlay to the site and adding it back into the Sites Inventory would result in an additional 16 units in the above moderate-income category. The 16 units are not required in order to meet the Town’s RHNA and/or buffer based on the Sites Inventory and Appendix D of the Draft Revised Housing Element (November 2023), however it is the Council’s purview to add the site and additional capacity to the Sites Inventory.

Additionally, HCD’s December 1, 2023, comment letter will provide further direction on the Town’s Sites Inventory.

NEXT STEPS:

The Town anticipates receiving a comment letter from HCD on Friday, December 1, 2023. Once received an Addendum or a Desk Item will be provided to the Council prior to the December 5, 2023, Town Council meeting.

NEXT STEPS (continued):

The Town Council's consideration of the adoption of the Draft Revised Housing Element is tentatively scheduled for December 19, 2023. Should the Town Council adopt the Draft Revised Housing Element with modifications, the Town must post the revision on its website and email a link to all individuals and organizations that have previously requested notices relating to the Town's Housing Element for at least seven days prior to submitting the Draft Revised Housing Element to HCD.

Based on HCD's review, to be completed by December 1, 2023, it is possible that additional revisions may be needed before HCD would certify the Housing Element. This means that additional Planning Commission and Town Council hearings for adoption of a revised Housing Element may need to be conducted.

The most recent information on the status of the ongoing Housing Element update process can be viewed online at: www.losgatosca.gov/HousingElement.

PUBLIC COMMENTS:

Public notification has included a legal ad in the paper, noticing property owners, tenants, and properties located within 300 feet of all the sites listed within the Town. The meeting has also been publicized on the Town's website and through the Town's social media platforms. No comments have been received as of the preparation of this staff report.

ENVIRONMENTAL ASSESSMENT:

An Environmental Impact Report (EIR) was prepared and certified for the 2040 General Plan Update on June 30, 2022, which included the proposed Zoning Code amendments. No further Environmental Analysis is required.

CONCLUSION:

Staff recommends that the Town Council:

1. Make the finding that no further environmental analysis is required (Attachments 1);
2. Make the required finding that the proposed zone change is consistent with the General Plan and its elements in that the proposed zone changes are consistent with the proposed General Plan land use designations (Attachment 1); and
3. Introduce an ordinance of the Town Council of the Town of Los Gatos for Zone Change application Z-23-003 (Attachment 1).

PAGE 6 OF 6

SUBJECT: Apply HEOZ to 101 South Santa Cruz Ave/GP-23-003/Z-23-003

DATE: November 30, 2023

ALTERNATIVES:

Alternatively, the Town Council may:

1. Continue this item to a date certain with specific direction to staff;
2. Refer this item back to the Planning Commission with specific direction; or
3. Take no action, leaving the General Plan and zoning designations unchanged.

Attachment:

1. Draft Ordinance with Exhibit A

DRAFT ORDINANCE

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS
TO APPLY THE HOUSING ELEMENT OVERLAY ZONE (HEOZ) TO PROVIDE FOR
INCREASES TO THE ALLOWABLE DENSITY, HEIGHT, FLOOR AREA RATIO, AND LOT
COVERAGE FOR RESIDENTIAL DEVELOPMENT ON THE FOLLOWING SITE: 101 SOUTH
SANTA CRUZ AVENUE**

WHEREAS, the Town of Los Gatos' Housing Element contains a sites inventory that identifies sites with the potential for redevelopment with housing;

WHEREAS, the Town wishes to apply a Housing Element Overlay Zone to the sites identified in the sites inventory in order to encourage redevelopment with housing;

WHEREAS, the Planning Commission met on August 23, 2023, to receive public comments and continued the item to September 13, 2023; and

WHEREAS, the Planning Commission received further public comments and recommended approval of the application of the Housing Element Overlay Zone to the sites identified in the Sites Inventory of the Housing Element adopted on January 30, 2023, and Draft Revised Housing Element at its regular meeting of September 13, 2023; and

WHEREAS, the Town Council met on October 3, 2023, to hold a public hearing and continued the item to November 7, 2023; and

WHEREAS, this matter was regularly noticed in conformance with State and Town law and came before the Town Council for public hearing on November 7, 2023; and

WHEREAS, the Town Council met on November 7, 2023, to hold a public hearing and voted to delay the rezoning of this item to a time in which there is more certainty that it will be needed in order to certify the Housing Element; and

WHEREAS, on November 7, 2023, staff and the consultant met with the Town's HCD reviewer, received preliminary feedback, and was subsequently provided with a Draft Preliminary Review Matrix on the Draft Revised Housing Element submitted to HCD on October 2, 2023; and

WHEREAS, on November 28, 2023, following the seven-day review period, the Draft Revised Housing Element (November 2023) with modifications in response to HCD's Draft Preliminary Review Matrix, including addressing how submitted public comments were incorporated into the review, if appropriate, were submitted to HCD for an interim review prior

to HCD's December 1, 2023, formal review letter deadline; and

WHEREAS, modifications to the Sites Inventory and Appendix D of the Draft Revised Housing Element (November 2023) include the removal of the subject site, 101 South Santa Cruz Avenue (Site A-2) to ensure that the Draft Revised Housing Element (November 2023) only includes sites that had been rezoned with the HEOZ to meet the January 31, 2024, deadline established by HCD for rezonings;

WHEREAS, the site could be added to a future Draft Revised Housing Element if rezoned by Town Council; and

WHEREAS, this matter was regularly noticed in conformance with State and Town law and came before the Town Council for public hearing on December 5, 2023; and

WHEREAS, December 5, 2023, the Town Council reviewed and commented on the proposed amendments and the Town Council voted to introduce the Ordinance; and

WHEREAS, the Town Council considered all facts and information related to the request to change the Zoning for the above mentioned properties as shown in Exhibit A; and

WHEREAS, the Town Council directed staff to add the site located at 101 South Santa Cruz Avenue to a future Draft Revised Housing Element Sites Inventory as the additional units will assist in meeting the Town's 6th cycle RHNA and buffer; and

WHEREAS, the Town Council accepted the report of the Planning Commission's recommendation of approval for the proposed Zoning Code amendments; and

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LOS GATOS AS FOLLOWS:

SECTION I. Findings

The Town Council finds as follows:

- A. No further Environmental Analysis is required as an Environmental Impact Report (EIR) was prepared and certified for the 2040 General Plan Update on June 30, 2022, which included the proposed Zoning Code amendments; and
- B. The zone change is consistent with the General Plan and its elements in that the proposed zonings are consistent with the proposed General Plan land use designations; and
- C. That all proceedings have been conducted in compliance with the provisions of Government Code Section 65850 et seq.; and

D. The Town Council considered all facts and information related to a request to change the Zoning for the above-mentioned property as shown in Exhibit A.

SECTION II. Zoning Map of the Town of Los Gatos is hereby amended to the following:

The Housing Element Overlay Zone is hereby applied to the property at 101 South Santa Cruz Avenue as shown in Exhibit A to this ordinance.

SECTION III. Effective Date.

This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on the 5th day of December 2023, and adopted by the following vote as an ordinance of the Town of Los Gatos at a regular meeting of the Town Council of the Town of Los Gatos on the ___ day of ____ 2023. This ordinance shall take effect 30 days after the date it is adopted. The Town Clerk shall cause this ordinance or a summary thereof to be published in accordance with Section 36933 of the California Government Code.

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

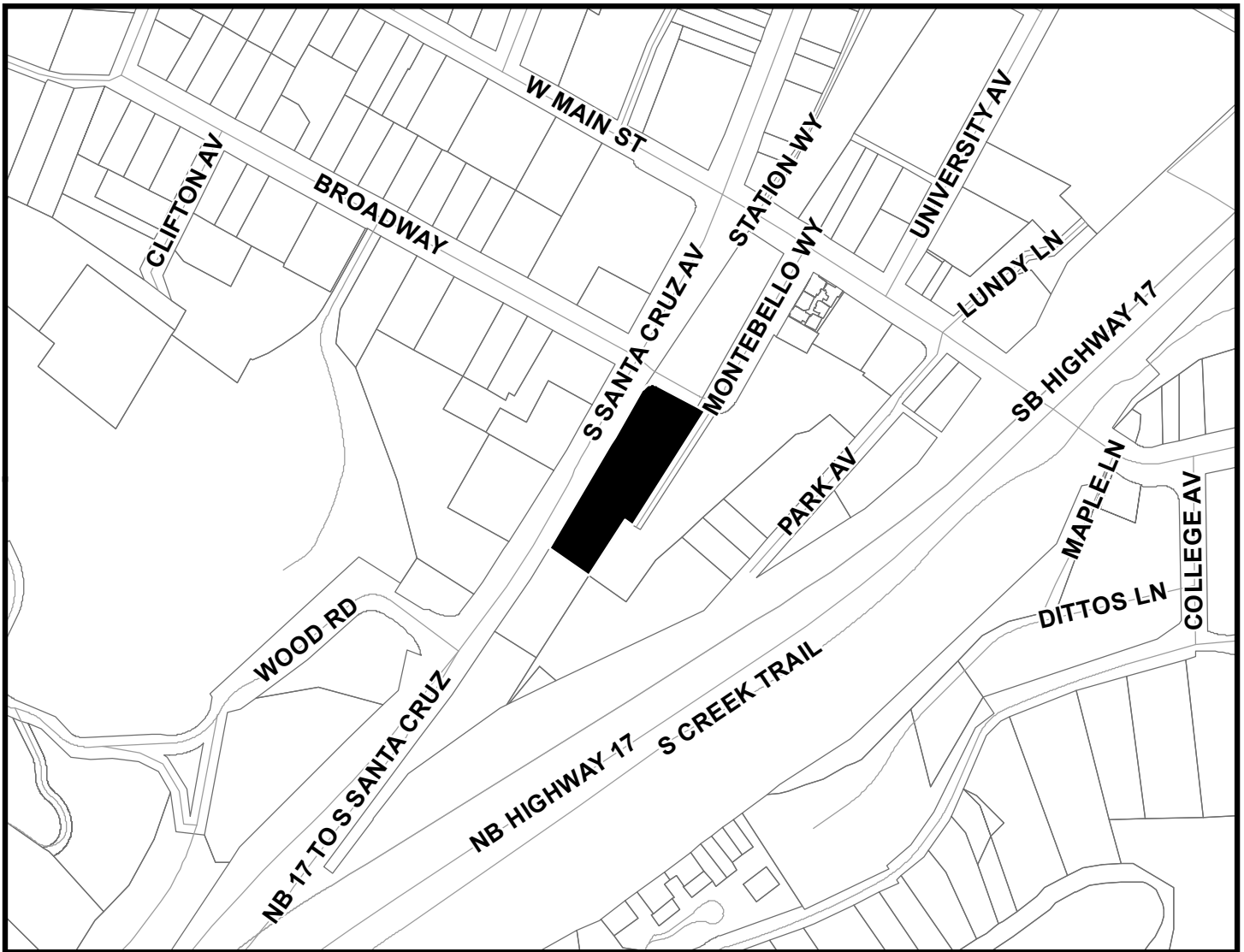
ATTEST:

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

DATE: _____

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DRAFT



Address: 101 S. Santa Cruz Avenue

A.P.N. # 529-01-022

TOWN OF LOS GATOS

Application No. Z-23-003

Change of zoning map amending the Town Zoning Ordinance.

Zone Change

From: C-2

Prezoning

To: C-2:HEOZ



Forwarded by Planning Commission

Date:

Approved by Town Council

Date:

Ord:

Clerk Administrator

Mayor

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**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/05/2023

ITEM NO: 11

DESK ITEM

DATE: December 5, 2023
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Approve a Recommendation of the Planning Commission to Introduce an Ordinance Titled “An Ordinance of the Town Council of the Town of Los Gatos to Apply the Housing Element Overlay Zone (HEOZ) to Provide for Increases to the Allowable Density, Height, Floor Area Ratio, and Lot Coverage for Residential Development on the Following Site: 101 South Santa Cruz Avenue.” An Environmental Impact Report was Prepared and Certified for the 2040 General Plan Update on June 30, 2022, which Included the Proposed Zoning Code Amendments. No further Environmental Analysis is Required. Zoning Code Amendment Application Z-23-003. Applicant: Town of Los Gatos.

REMARKS:

On December 1, 2023, the Town received HCD’s findings/comment letter on the Town’s Draft Revised Housing Element (November 2023), as submitted to HCD on October 2, 2023, along with the modifications submitted on November 28, 2023. A copy is provided in Attachment 2 and can be found online at www.losgatosca.gov/HousingElement. Staff and the Town’s Housing Consultants are currently reviewing the letter and will follow up with recommendations regarding next steps for the Housing Element.

The December 1, 2023, HCD letter does not include specific direction on whether or not to include this site in the Sites Inventory. This site was described as Site A-2 in the previous Draft Revised Housing Element (September 2023), but was removed in the November 2023 Draft because the rezoning had not been completed. Site A-2 had a minimum capacity of 16 units that were allocated towards fulfilling the above moderate-income category of the Town’s RHNA. The HCD letter describes the need to promote housing mobility and increasing housing choices and affordability throughout the Town; however, given that this site was only allocated above moderate-income housing units, it is not expected to address this issue.

PREPARED BY: Jocelyn Shoopman and Erin Walters
Associate Planner and Associate Planner

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Community Development Department Director, and Economic Vitality Manager

PAGE 2 OF 2

SUBJECT: Apply HEOZ to 101 South Santa Cruz Ave/GP-23-003/Z-23-003

DATE: December 5, 2023

ATTACHMENTS:

Attachment Previously Received with the December 5, 2023, Staff Report:

1. Draft Ordinance with Exhibit A

Attachment Received with this Desk Item:

2. December 1, 2023, HCD Letter Findings Comment Letter

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



December 1, 2023

Joel Paulson, Director
Community Development Department
Town of Los Gatos
110 E Main Street
Los Gatos, CA 95030

Dear Joel Paulson:

RE: Town of Los Gatos' 6th Cycle (2023-2031) Revised Draft Housing Element

Thank you for submitting the Town of Los Gatos' (Town) revised draft housing element received for review on October 2, 2023, along with revisions received on November 28, 2023. These revisions were made available to the public for at least seven days prior to submitting to HCD pursuant to AB 215 (Chapter 342, Statutes of 2021). Pursuant to Government Code section 65585, subdivision (b), the California Department of Housing and Community Development (HCD) is reporting the results of its review. Our review was facilitated by a conversation on November 7, 2023 with yourself, Jennifer Armer, Planning Manager, Jocelyn Shoopman and Erin Walter, associate planners, and Veronica Tram, the Town's consultant. In addition, HCD considered comments from Los Gatos Community Alliance, Rutan and Tucker, Phil Koen, Eric S. Phillips, and Anne Paulson pursuant to Government Code section 65585, subdivision (c).

The revised draft element, including revisions, addresses many statutory requirements; however, revisions will be necessary to substantially comply with State Housing Element Law (Gov. Code, § 65580 et seq) as follows:

1. *Affirmatively further[ing] fair housing in accordance with Chapter 15 (commencing with Section 8899.50) of Division 1 of Title 2...shall include an assessment of fair housing in the jurisdiction. (Gov. Code, § 65583, subd. (c)(10)(A).)*

Promote and affirmatively further fair housing opportunities and promote housing throughout the community or communities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability, and other characteristics... (Gov. Code, § 65583, subd. (c)(5).)

Income and Racial Concentration Area of Affluence (RCAA): The element now includes actions to promote an inclusive community; however, the element must

provide specific analysis of income and RCAA at a regional level (town compared to the broader region) to better formulate appropriate policies and programs. The analysis should at least address trends, conditions, coincidence with other fair housing factors (e.g., race, highest resource, overpayment), effectiveness or absence of past strategies (e.g., lack of publicly assisted housing and lack of multifamily zoning), local data and knowledge and other relevant factors.

Contributing Factors to Fair Housing Issues: Based on a complete analysis, the element should re-assess and prioritize contributing factors to fair housing issues. For example, the Town is wholly a RCAA, highest resource and highest median incomes in contrast to the rest of the region. As a result, fair housing issues such as the lack of affordable housing and segregation from the rest of the region should be a high priority.

Goals and Actions: As noted above, the element must include a complete analysis of affirmatively furthering fair housing (AFFH). The element must be revised to add goals and actions based on the outcomes of a complete analysis.

In addition, while the element includes some actions toward AFFH and enhancing housing mobility (e.g., choices and affordability), actions should be added, numeric targets should be increased, and geographic targeting should be fine-tuned to better promote inclusive neighborhoods throughout the Town. This is particularly important since over 80 percent of the lower-income regional housing need allocation (RHNA) is isolated in two census tracts. As noted in HCD's prior review and the assessment of fair housing, the Town is wholly a racially concentrated area of affluence, highest resource and highest median incomes in contrast to the rest of the region.

These conditions and circumstances warrant significant and robust actions (not limited to the RHNA) to promote housing mobility and increasing housing choices and affordability throughout the Town, including lower-density neighborhoods. Actions should be added and revised with aggressive numeric targets and geographic targets throughout the Town, including lower-density neighborhoods. Examples include creating more housing choices and affordability in single-family neighborhoods beyond complying with law (e.g., SB 9, ADUs) such as missing middle housing types, targeting affordable housing funding, homesharing, more than one unit of converted space within a single-family structure, increased multifamily capacity, enhanced efforts on religious institutional sites and other alternative land use and financing strategies.

- 2. An inventory of land suitable and available for residential development, including vacant sites and sites having realistic and demonstrated potential for redevelopment during the planning period to meet the locality's housing need for*

a designated income level, and an analysis of the relationship of zoning and public facilities and services to these sites. (Gov. Code, § 65583, subd. (a)(3).)

Identify actions that will be taken to make sites available during the planning period with appropriate zoning and development standards and with services and facilities to accommodate that portion of the city's or county's share of the regional housing need for each income level that could not be accommodated on sites identified in the inventory... (Gov. Code, § 65583, subd. (c)(1).)

Small Sites: The element identifies several sites with parcels less than a half-acre (p. D-13) that have common ownership and, in some cases, expressed interest to redevelop the site. For small sites with expressed interest in redevelopment, the element should clarify that the expressed interest is also in consolidating the sites. For the remaining sites (Sites D-2 and D-5), the element should explain the circumstances leading to the potential for consolidation such as necessity to consolidate due to access, feasibility, shape, or site planning flexibility. Based on the outcomes of this analysis, the element should add or modify Program K (Lot Consolidation) to further promote lot consolidation, if appropriate.

Electronic Sites Inventory: For your information, while the Town has submitted an electronic sites inventory as part of this submittal, pursuant to Government Code section 65583.3, the Town must submit an electronic sites inventory with its adopted housing element. Please see HCD's housing element webpage at <https://www.hcd.ca.gov/planning-andcommunity-development/housing-elements> for a copy of the form and instructions. The Town can reach out to HCD at sitesinventory@hcd.ca.gov for technical assistance.

Adequate Sites Programs: As noted in the prior review, if necessary to make appropriate zoning available to accommodate the lower-income RHNA, programs must be revised to meet all requirements pursuant to Government Code section 65583.2, subdivisions (c), (h) and (i). The element includes Programs D (Program By Right Zoning Text Amendment to Accommodate RHNA), AR (General Plan Amendment) and AS (Adequate Sites for Housing) to address these requirements. With respect to sites identified in prior planning periods, the element meets statutory requirements, but these actions must be completed by January 31, 2024. With respect to a shortfall of adequate sites to accommodate the lower-income RHNA, the element includes Programs AR and AS. However, the Programs commit to the appropriate zoning given the rezoning occurs after the statutory deadline of January 31, 2023. HCD understands the Town completed the rezoning after the statutory deadline and, therefore, the rezoning must meet all by right requirements pursuant to Government Code section 65583.2, subdivisions (h) and (i). Based on a cursory review, the rezoning does not appear to meet these requirements. As a result, these programs must clearly commit to meet all by-right requirements by January 31, 2024.

In addition, please be aware, the recent California appellate decision in *Martinez v. City of Clovis* found that while overlays can be used in a rezone, when the base zone allows residential development, both the base zone and the overlay zone must comply with the minimum density requirements of Government Code section 65583.2, subdivision (h). The Town may need to adjust its rezoning strategy if the underlying zoning for sites that will be rezoned allows minimum densities less than 20 dwelling units per acre. *Martinez v. City of Clovis* (2023) 90 Cal.App.5th 193, 307 Cal.Rptr.3d 64.

3. *An analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels, including the types of housing identified in paragraph (1) of subdivision (c), and for persons with disabilities as identified in the analysis pursuant to paragraph (7), including land use controls, building codes and their enforcement, site improvements, fees and other exactions required of developers, and local processing and permit procedures... (Gov. Code, § 65583, subd. (a)(5).)*

Address and, where appropriate and legally possible, remove governmental and nongovernmental constraints to the maintenance, improvement, and development of housing, including housing for all income levels and housing for persons with disabilities...(Gov. Code, § 65583, subd. (c)(3).)

Land Use Controls: HCD's prior review found that the Town must list and evaluate development standards in the North Forty Specific Plan and High Density Residential and Commercial designation. In response, the Town has now listed development standards by each zoning district but should also analyze those development standards for impacts on housing supply and cost and most importantly, the ability to encourage maximum densities without exceptions. For example, lot coverages, heights, and setbacks in the Multifamily Residential (RM) zone; and lot coverage heights and guest parking requirements in the North Forty Specific Plan could be constraints. Based on the outcomes of a complete analysis, the element should add or modify programs to include specific commitment to review and revise these development standards as necessary.

Local Processing and Permit Procedures: The element now discusses decision-making bodies and lists approval findings for the Architecture and Site Application. However, the element should also analyze these processes to better inform programs to address identified constraint. For example, the element mentions the decision-making body depends on the scope of the application. The element should explain the scope, resulting decision-making body and impacts on approval timing and certainty. In addition, the element lists approval findings and concludes some findings may be constraints then modifies Program AQ (Zoning Code Amendments) to amend approval findings (considerations). But the

element should discuss which approval findings may be constraints to better inform implementation of Program AQ.

Programs: As noted above, the element requires a complete analysis of potential governmental constraints. Depending upon the results of that analysis, the Town may need to revise or add programs and address and remove or mitigate any identified constraints. In addition, programs should be revised, as follows:

- *Program D (Additional Capacity for the North Forty Specific Plan)*: The Program should also commit to establish or modify development standards to facilitate achieving maximum densities, regardless of the level of affordability and should specify to either remove the unit cap or increase the unit cap to allow maximum build out of each parcel, including State Density Bonus Law or other circumstances that might warrant increasing allowable densities.
- *Program V (Housing opportunities for Persons living with Disabilities)*: Given the importance of promoting housing access for persons with disabilities, the Program could be modified with a date earlier in the planning period (e.g., by December 2024).
- *Program AA (Reduce Parking Standards)*: The Program currently commits to “Initiate a study to determine specific updates...” While initiating a study and making a determination are important steps by themselves, these actions do not result in outcomes. The Program should clearly commit to amending the municipal code. For example, the Program could commit to: “Initiate a study and outreach, including with developers, and amend the Municipal Code, as follows:...”
- *Program AQ (Zoning Code Amendments)*: The Program commits to apply the Housing Element Overlay Zone (HEOZ) to identified sites and modify development standards. HCD understands this action has been completed. Based on a cursory review of the Town’s Ordinance 2347, some development standards such as heights may be a constraint on achieving maximum densities. As a result, this Program should commit to monitor and evaluate these development standards, including outreach with the development community, and making adjustments, as appropriate, by a specified date.
- *Program AW (Story Poles and Netting Policy)*: While the Program now commits to revise Story Poles and Netting Policy Requirements; these requirements are constraints and impact housing costs; supply (number of units) and approval certainty and should be removed or replaced with cost effective measures to promote certainty for the developers and the community. Further, the element should evaluate the effectiveness of any future requirements or measures, and making adjustments, as necessary, by a specified date (e.g., by 2028).

4. *Develop a plan that incentivizes and promotes the creation of accessory dwelling units that can be offered at affordable rent... (Gov. Code, § 65583, subd. (c)(7).)*

Program Q Accessory Dwelling Units (ADU): While the Program now commits to amend the ADU Ordinance, it must also commit to establish incentives such as modifying development standards (e.g., heights), pursuing funding; waiving fees beyond ADU law; proactive marketing and establishing points of contact to ease permitting processes. In addition, the Program commits to monitor production and affordability of ADUs annually but should also commit to making adjustments by a specified date (e.g., within six months) if production and affordability are not meeting assumptions. Further, the Program should clearly commit to options beyond incentives such as rezoning if production and affordability far differs from assumptions.

5. *Local governments shall make a diligent effort to achieve public participation of all economic segments of the community in the development of the Housing Element, and the element shall describe this effort. (Gov. Code, § 65583, subd. (c)(9).)*

Public participation in the development, adoption and implementation of the housing element is essential to effective housing planning. Throughout the housing element process, the Town should continue to engage the community, including organizations that represent lower-income and special needs households, by making information regularly available and considering and incorporating comments where appropriate. Please be aware, any revisions to the element must be posted on the local government's website and to email a link to all individuals and organizations that have previously requested notices relating to the local government's housing element at least seven days before submitting to HCD. HCD particularly encourages the Town to continue engaging commenters on this review. These comments contained valuable insights that can result in a more effective housing elements, especially related to programs and specific commitment. HCD's future reviews will continue to consider the extent to which the revised element documents how the Town solicited, considered, and addressed public comments in the element. The Town's consideration of public comments must not be limited by HCD's findings in this review letter.

The element will meet the statutory requirements of State Housing Element Law once it has been revised and adopted to comply with the above requirements pursuant to Government Code section 65585.

For your information, pursuant to Assembly Bill 1398 (Chapter 358, Statutes of 2021), as the Town failed to adopt a compliant housing element within 120 days of the

statutory deadline (January 31, 2023); programs to rezone and make prior identified sites available or address a shortfall of capacity to accommodate the RHNA (e.g., Program D: Program By Right Zoning Text Amendment to Accommodate RHNA, Program AR: General Plan Amendment, Program AS: Sites Previously Identified) must be completed no later than one year from the statutory deadline. Otherwise, the local government's housing element will no longer comply with State Housing Element Law, and HCD may revoke its finding of substantial compliance pursuant to Government Code section 65585, subdivision (i).

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant, the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities program, and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the Town will meet housing element requirements for these and other funding sources.

For your information, some general plan element updates are triggered by housing element adoption. HCD reminds the Town to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at: <https://www.opr.ca.gov/planning/general-plan/guidelines.html>.

HCD appreciates the commitment and cooperation the housing element update team provided during the update and review. HCD is committed to assisting the Town in addressing all statutory requirements of State Housing Element Law. If you have any questions or need additional technical assistance, please contact Jose Armando Jauregui, of our staff, at jose.jauregui@hcd.ca.gov.

Sincerely,



Paul McDougall
Senior Program Manager

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**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/5/2023

ITEM NO: 12

DATE: November 30, 2023
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Adopt a Resolution, Based on Planning Commission Recommendations, Modifying the Height Pole and Netting Policy for Additions and New Construction. The Proposed Modifications to Town Policy are Not Considered a Project Under the California Environmental Quality Act. Project Location: Town Wide. Applicant: Town of Los Gatos.

RECOMMENDATION:

Adopt a Resolution, based on Planning Commission recommendations, modifying the Height Pole and Netting Policy for Additions and New Construction.

BACKGROUND:

On August 1, 2023, Town Council considered the recommendations received from the Planning Commission on modifications to the Town's Height Pole and Netting Policy for Additions and New Construction (Story Pole Policy). As a result of this discussion motions were made with the following recommendations for modifications:

- Waive story pole requirements for projects with 30 percent Below Market Price housing or 20 percent Low Income or Very Low Income housing and in its place require signage with a QR code that links to renderings and videos of the project;
- Require story poles for changes to existing non-residential projects if the project includes a request for a variance or exception to physical development standards (height, setbacks, FAR, lot coverage) or exceeds 20 percent of the existing building floor area;
- Require story poles for all new non-residential projects;
- Retain existing story pole guidelines for the Hillsides;

PREPARED BY: Jennifer Armer, AICP
Planning Manager

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

BACKGROUND (continued):

- Retain existing story pole guidelines for sites in the Historic Resource Inventory;
- Require story poles for single-family residential projects if the project includes a new two-story house or second story addition where both of the adjacent neighboring homes are single-story, or if there is a request for a variance or exception to physical development standards;
- Replace mesh netting requirement with double flagging as the default unless the applicant prefers to use mesh netting; and
- Do not require full story poles for multi-building projects, instead depict just the outside perimeter and the height of the tallest building.

This item was advertised in the paper for a continuation of the discussion by Town Council on September 19, 2023, and then rescheduled to October 17, 2023; November 7, 2023; and December 5, 2023 to allow for time on the Town Council agenda for other priority items.

DISCUSSION:

Attachment 11 is a revised Draft Story Pole Policy. This draft takes the Draft Story Pole Policy (Attachment 1) prepared based on the Planning Commission recommendation, and incorporates the initial modifications approved by Town Council on August 1, 2023, and described above.

Additional discussion topics that were not resolved during the August 1, 2023 discussion, or that are suggested by staff based on the changes made, are listed below.

A. Buildings over 55 Feet

One of the Council's August motions established that mesh netting or double flagging would be required for projects up to a height of 55 feet. It did not include specific direction on how projects that exceed that height would be required to indicate the proposed height and massing. Some ideas that were discussed were balloons, video renderings, and signage. As currently written, the revised draft Policy imposes the same requirements on all buildings regardless of height.

B. Specifications for Animated Visual Renderings

Based on recent experience with video representations, staff recommends that Town Council consider what details should be required to be included in video renderings. For example, a requirement that accurate representations of the height and massing of adjacent existing structures; videos that show the project from the street from a pedestrian

DISCUSSION (continued):

level and speed; views of all sides of the proposed structures; and a representation of how the building could affect views of the hills.

C. Multi-Family and Mixed-Use Projects

The current Policy provides direction on story pole requirements for the following categories:

- Residential projects;
- Non-residential projects;
- Properties in the Historic Resource Inventory; and
- Properties in the Hillside Area.

Based on the Planning Commission and Town Council discussions, staff understands that the “residential projects” currently included are single-family and duplex projects. For multi-family or mixed use projects, staff recommends the requirements be consistent with the non-residential category, with the specific exceptions already discussed for affordable housing projects and multi-building projects.

D. Timeframe for Installation

The current Story Pole Policy requires that story poles be installed and maintained until a decision has been made on the project and the appeal period has ended. The recommendation from Planning Commission was to limit the length of installation to no more than 30 days after the first public hearing. Town Council did not provide specific direction on this item.

E. Public Notice

The Planning Commission recommends the following requirements to ensure that public notice is provided on all projects:

1. Require on-site signage for all publicly noticed projects;
2. Require QR codes and email contact information on signage;
3. Recommend signage earlier in the process; and
4. Provide signage standards to ensure visually striking signs.

The Town Council may want to define visually striking signage, the timing of signage installation, and any other parameters. In addition, staff recommends that Town Council

DISCUSSION (continued):

consider whether the Story Pole Policy should also include allowance for visual simulations in certain circumstances.

F. Exception Process

The Planning Commission recommendation is that exceptions to the Story Pole Policy be reviewed by the Community Development Director, rather than the existing process which requires Town Council review. Staff recommends that Town Council consider whether to include any specific guidance on when exceptions should be considered/allowed and based on what criteria.

PUBLIC COMMENT:

No additional public comment has been received as of the preparation of this staff report.

CONCLUSION:

Staff recommends that the Town Council adopt a resolution to adopt the revised Story Pole Policy document based on the Planning Commission's recommendations (Attachment 12 with Exhibit 1), with findings that the project is not subject to the California Environmental Quality Act [Section 15061(b)(3)] and is consistent with the General Plan; and include any specific changes agreed upon by the majority of the Town Council.

ALTERNATIVES:

Alternatively, the Town Council may:

1. Continue this item to a date certain with specific direction to staff;
2. Refer this item back to the Planning Commission with specific direction; or
3. Take no action, leaving the policy unchanged.

ATTACHMENTS:

Previously received with the August 1, 2023 Staff Report:

1. Draft Revised Story Pole Policy with Changes Red-Lined
2. Draft Resolution with Exhibit 1
3. April 26, 2023 Planning Commission Staff Report with Exhibits 1-2
4. April 26, 2023 Planning Commission Addendum Report with Exhibit 3
5. April 26, 2023 Planning Commission Verbatim Minutes
6. May 24, 2023 Planning Commission Staff Report with Exhibit 4
7. May 24, 2023 Planning Commission Addendum Report with Exhibit 5

PAGE 5 OF 5

SUBJECT: Story Pole Policy Modifications

DATE: November 30, 2023

ATTACHMENTS (continued):

8. May 24, 2023 Planning Commission Desk Item Report with Exhibits 6
9. May 24, 2023 Planning Commission Verbatim Minutes

Previously received with the August 1, 2023 Desk Item:

10. Public Comment received between 11:01 a.m., Monday, July 31, 2023, and 11:00 a.m., Tuesday, August 1, 2023

Received with this Staff Report:

11. Revised Draft Story Pole Policy with Changes Red-Lined
12. Revised Draft Resolution with Exhibit 1

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Height Pole, Flagging, and Netting, and Signage Policy For Additions and New Construction

I. Purpose:

It is a policy of the Town of Los Gatos Town Council to have story poles and project identification signs installed on the sites of an active development application. The placement of story poles is extremely helpful and important during the course of Town's review of applications for new development. Proper and accurate placement of story poles demonstrates the planned rooflines and heights and provides some indication of the potential massing of the proposed structure. Story poles enhance understanding of the project for Town residents, staff, advisory bodies, and decision making bodies. Story poles also provide a visual notice to the community of a forthcoming land use public hearing.

Project identification signs present both written and graphical information that will further communicate the proposed project to the community as well as provide the public hearing dates for the development application.

This policy is for the benefit of the Town and community and is not intended to create a requirement under the California Environmental Quality Act (CEQA).

II. Height Poles and Netting/Flagging:

Height story poles and netting/flagging shall be used for the following types of Community Development Department, Planning Division, land use applications:

For residential projects:

- If proposed project is a two-story house or second story addition where the adjacent properties on the same side of the street both contain only single-story houses.
- If proposed project includes a variance or exception to the physical characteristics development standards for ~~of~~ the primary structure.

For non-residential projects:

- New primary structures ~~that exceed 50,000 square feet.~~
- Non-residential additions exceeding ~~100 square feet~~ 20 percent of the existing building floor area.
- If proposed project includes a variance or exception to the physical characteristics development standards for ~~of~~ the primary structure.

For properties in the Historic Resource Inventory:

- New residential (excluding single-story accessory structures) and non-residential buildings.

ATTACHMENT 11

- Residential second story additions.
- Non-residential additions exceeding 100 square feet.

For properties in the Hillside Area as defined in the Hillside Development Standards and Guidelines:

- New primary structures.
- New second story additions.

Exemptions:

- Affordable housing projects where 30 percent of the housing units are deed restricted to be Below Market Price, or 20 percent are deed restricted to be Low or Very Low Income.

The terms height poles and story poles are used interchangeably.

A. Procedure:

When it is determined that story poles are required, the applicant’s engineer, architect, or building designer may, ~~but is not required to, be required to~~ prepare a “Story Pole Plan” to indicate the locations where the poles will be installed. If submitted, t~~The Story Pole Plan shall be approved by the project planner prior to the placement of the poles on the site. Once approved, the applicant shall inform the project planner when the placement of the story poles is complete, the applicant shall inform the project planner and submit photographs showing installation. The story poles shall be installed consistent with the following requirements:~~

~~Residential:—The height poles and netting/flagging shall be installed prior to the neighborhood notification process and shall remain in place until 30 days after the first public hearing on the projectthe project has been acted upon and the appeal period has ended. If the project is appealed, the height poles and netting shall remain until final action is taken. If final consideration of the project is substantially delayed or the project is substantially modified, staff may direct removal or modification of the story poles.~~

~~—Projects that Require Planning Commission or Town Council Action: The height poles and netting shall be installed prior to the public noticing of the matter and shall be kept in place until the project has been acted upon and the appeal period has ended. If the project is appealed, the height poles and netting shall remain until final action is taken. If final consideration of the project is substantially delayed or the project is substantially modified, staff may direct removal or modification of the story poles.~~

B. Timing

Public notices will not be mailed and/or application(s) shall not be advertised until a ~~Story Pole Plan has been approved by the project planner,~~ the height poles and netting/flagging have been installed, and photographs have been submitted to the project planner, as required in Section II.A.

C. Location and Number:

The number of story poles may vary with each specific project. At the discretion of the project planner, story pole locations shall adequately demonstrate the height, mass, and bulk of the project requiring review. At a minimum, story poles shall be placed at all outside building corners of the building wall (excluding eaves) and along the rooflines of the proposed structure(s) or addition. Architectural elements such as towers, spires, elevator and mechanical penthouses, cupolas, mechanical equipment screening and similar elements not used for human activity or storage which are visible from the streetscape shall be represented by the story poles. For multi-building developments, story poles shall only be required for the tallest structures and those along the perimeter of the site.

While guy wires may sometimes be attached to existing fencing or similar onsite structures, Pursuant to Section 29.10.1005 of the Tree Protection Ordinance, the attachment of wires, signs, or ropes to any protected tree is prohibited. Trees may not be "flagged" or used as a substitute for the erection of story poles.

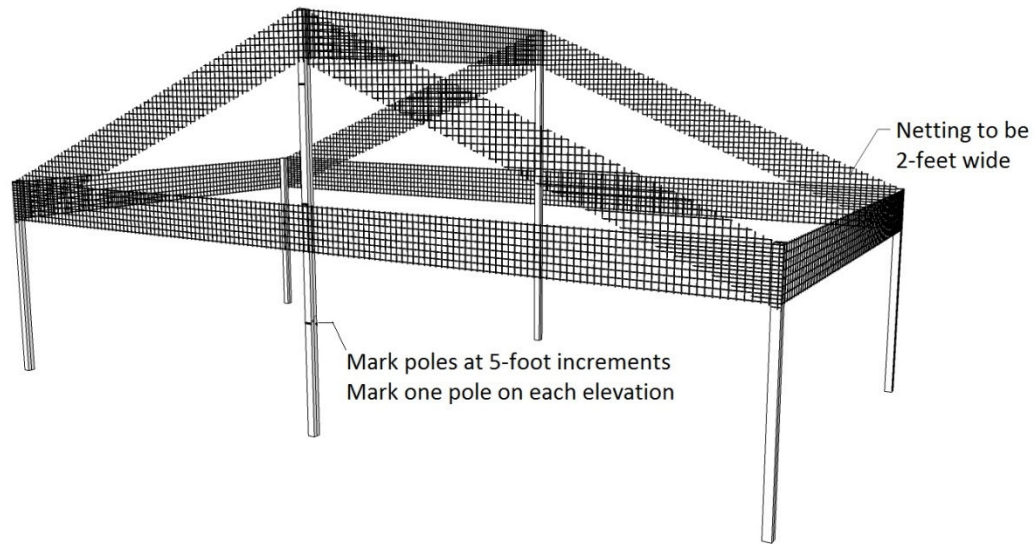
After the placement of the story poles on-site, the applicant shall provide the project planner with photographs of the story poles taken from a variety of vantage points. The vantage point from where the photograph was taken shall be indicated on each photograph.

A licensed surveyor or civil engineer shall submit written verification that the height and position of the poles and netting/flagging accurately represents the height and location of the proposed structure(s) or addition.

D. Materials:

The material of the story poles shall be indicated on the Story Pole Plan. Story poles shall be constructed of 2"x4" lumber, metal poles, or other sturdy building material acceptable to the project planner. Telephone poles; mechanical equipment, such as cranes; or other materials may be acceptable for higher structures if the Community Development Director determines that the material will adequately portray the height, bulk, and mass of the proposed structure(s) or addition and withstand the wind and weather. Either a double row of orange flag rope/flagging, or ~~At least two foot (2') wide~~ orange woven plastic snow fencing (netting) must be erected to represent the rooflines of the proposed structure(s) or addition. If flagging is

chosen, the two rows shall be placed with one located two feet below the other. If netting is used, it shall be at least two foot (2') wide. ~~For projects over 35 feet in height, flag rope may be allowed instead of netting.~~ Netting/flagging rope must be supported by height poles that are strong enough to accurately maintain the outlines and height of the structure(s). One of the height poles on each elevation must be clearly marked and labeled in five foot (5') increments measured from existing or finished grade, whichever creates a higher profile, ~~and consistent with the approved Story Pole Plan on file at the Community Development Department.~~



E. ~~Story Pole Plan and Public Safety:~~

All story poles shall be placed, braced, and supported to ensure the health, safety, and general welfare of the public. ~~The Story Pole Plan shall include the methods used to secure the poles.~~ Applicants shall sign an agreement that holds the Town harmless for any liability associated with the construction of, or damage caused by the story poles. If at any time, the Town determines the story poles to be unsafe, they shall be repaired and reset immediately by the project applicant or, at the Town's discretion, removed. Depending on the scope of the poles, the applicant may be requested to verify with the Building Division of the Community Development Department that no permits and/or inspections are required for the poles.

F. Exceptions:

In the event there are justifiable reasons why story poles cannot be accommodated for all structures proposed to be constructed on the project site, the applicant shall submit a letter to the Community Development Director no later than 45 days prior

to the required installation date, clearly articulating the reasons why an exception to the Story Pole requirement is warranted. Requests for an exception and alternative plan will only be considered if the applicant can clearly demonstrate to the Town, and the Town agrees, that the installation of the story poles would: (1) cause a threat to public health and safety or (2) would impair the use of existing structure(s) or the site to the extent it would not be able to be occupied and the business or residential use would be infeasible. Some form of poles and netting/flagging and/or on-site physical representation of the project will be required, even if an exception is granted.

Planned Development applications with multiple detached commercial structures and/or residential units may request to erect story poles on the locations where the key structures will be placed. The ~~deciding body~~Community Development Director will take into account the density of the development when considering an exception request. The story poles shall be installed on all corner structures and the structures with the greatest height and mass. An exception to providing story poles for all structures in a Planned Development application with multiple commercial structures and/or residential units shall follow the same procedures as outlined below.

The ~~Town Manager~~Community Development Director will review all justifiable requests for an exception to the Story Pole requirement within 14 days of receipt of the request and shall place the matter on the next available Town Council agenda for consideration by the Council. ~~Written notice of the exception request shall be mailed to property owners and residents of properties within 300 feet of the project site. All requested and approved exceptions shall be posted on the Town's Web site under "What's New," in agenda posting locations at Town Hall and the Library, and in the online development activity report when established.~~

If an exception is approved, the applicant will be required to demonstrate the proposed structure height and mass using alternative means as outlined in Section II.G.H.

G. Alternatives: If an exception is granted to the Story Pole requirements, the applicant shall provide digital imagery simulations, computer modeling, built to-scale models or other visual techniques in-lieu of the Story Pole requirements. Simulations may either be prepared by the applicant for technical review by the Town's consultant or the applicant may elect to have the Town's consultant prepare the materials. In either case, the applicant shall be responsible for all technical review(s), materials and cost of the Town's evaluation and/or preparation process. To ensure accuracy, visual simulations shall comply with the following standards:

- Establishing accuracy of the visual simulation: The applicant shall demonstrate that the dimension and scale of the visual simulation and project setting are

equivalent. This is accomplished by examining screen views of the model in plan and elevation views for accurate scaling. The visual simulation must also include reference objects corresponding to known objects in the simulated scene, such as buildings, curbs, utility poles, trees, or any other reference points visible in the simulated scene, whose location is known from surveys or, at a minimum aerial imagery. There shall be a minimum of two reference objects outside of the project in different parts of the photo frame.

- Establishing the equivalence of the virtual and actual camera focal setting: The camera lens focal setting or angle of view for each simulation base photo shall be stated. The camera model shall be provided since the angle of the focal view varies with different cameras. The preparer of the photo simulations shall provide the manufacturer specifications indicating the 35 mm film SLF lens correspondence, or other means to calculate the angle of view.
- Depict the accurate location of the photo and establish the correspondence of the virtual camera with the visual simulation: The photo location shall be indicated accurately on a map or aerial photo, and the correspondence within the visual simulation should be demonstrated. Simulated views should not employ cropping, or if they must, the original, uncropped rendered image shall be provided. Once the images are cropped, it is impossible to validate their accuracy.
- Other Information: The Town's consultant may require other information to assess the accuracy of the visual simulation.

H. Removal:

Once a final action has been taken and the appeal period is over, the height poles and netting/flagging shall be removed at the applicant's expense within 30 days. If not removed, the height poles and netting/flagging will be considered rubbish and will be in violation of Section 11.10.020 of the Town Code and the matter will be forwarded to Code Compliance for enforcement action.

III. Project Identification Signs:

All development applications that ~~must comply with the story pole and netting requirements~~ include public notification shall also provide project identification signs on the development site consistent with the following requirements.

A. Timing:

Public notices will not be mailed and/or application(s) shall not be advertised until project identification sign(s) have been installed. ~~The location of the project~~

~~identification sign(s) shall be shown on the Story Pole Plan.~~ The applicant shall submit a signed declaration confirming that the project identification sign(s) were installed. The applicant shall also submit a photo showing the on-site sign(s) installed on the subject property prior to the distribution of the public notices.

B. Size:

- New Residential Structures: One, 2'x2' sign placed on the street frontage. The top of the sign shall be five feet (5') from existing grade and visible from the main street frontage. The sign shall indicate the scheduled public hearing date and the availability of plans for review at the Community Development Department.
- Commercial/Industrial Remodels or New Construction: One 4'x8' sign on each of the property frontages that are visible to surrounding public right of ways, including pedestrian trails such as the Los Gatos Creek Trail. The top of the signs shall be six feet (6') from existing grade. The Community Development Director may require additional signs for development sites that have large frontages.
- Downtown (C-2 Zone) Remodels or New Commercial Development: One 2' by 3' vertical sign constructed of metal frame with water resistant plastic or laminated face. In cases where it is infeasible to install a free-standing sign, the posting of a durable, all weather sign on or inside the window of a building is permitted, provided the sign is visible from public locations outside the building. Requests for an exception to the free-standing sign requirements shall be made to the Community Development Department in writing no less than 30 days prior to the public hearing for the project.

C. Number and Placement of Signs:

With one exception, on-site signs shall be placed on each street frontage of the site. The exception is for permits related to an individual new single family dwelling. In this case, only one sign on the street frontage is required. The signs shall be oriented towards the street, within one foot (1') of the front property line or two feet (2') of the back of the sidewalk.

D. Materials:

Signs shall be constructed of durable materials, such as foam core or plywood, and shall be laminated during the rainy season (October through April). The sign colors shall be a white background with black printing, and color graphics (excluding single family, which may have black and white graphics). As noted under Section III.B., signs in the Downtown C-2 Zone shall be constructed of higher grade materials, including a metal frame and a plastic or laminated poster board face.

E. Sign Content:

Up to 75 percent% of the overall sign area must be used to provide a general description of the project; including number of residential units or commercial buildings and square footage; a color perspective drawing, three-dimensional image or photographic simulation and the name and contact information of the project applicant. Single family remodel projects are not required to provide a rendering on the sign. The public notice portion of the sign message must constitute 25 percent of the overall sign area and notify the community of the public hearing date and time and contain the following message, “For more information about this project, please contact the Town of Los Gatos Planning Division at 110 E. Main Street, Los Gatos, (408) 354-6872. Plans can be reviewed on the Town’s website at: [**F. Duration of Sign Posting:**](http://www.losgatosca.gov/2216/Pending-Planning-Projects.”</u> The project address, and application number, <u>and a QR code</u> shall be included on the notice <u>sign</u>.</p></div><div data-bbox=)

Project identification signs shall be placed on site consistent with the timing of installation of the story poles (See Section II.B.) and shall be removed within 30 days of the final actions (See Section II.H.).

G. Maintenance:

The applicant is responsible for replacement of any missing, damaged or vandalized signs within five days of request by the Town. The Town may cease processing of the application if the signs are not replaced and/or maintained.

IV. Definitions:

Height: As defined by the Zoning Ordinance, height is determined by the plumb vertical distance from the natural or finished grade, whichever is lower and creates a lower profile, to the uppermost point of the roof edge, wall, parapet, mansard, or other point directly above that grade. For portions of a structure located directly above a cellar (refer to Section 29.10.020 of the Zoning Ordinance for definition of cellar), the height measurement for that portion of the structure shall be measured as the plumb vertical distance from the existing natural grade to the uppermost point of the structure directly over that point in the existing natural grade.

Roofline or edge: The contour or shape of a roof.

*This policy was adopted by Town Council on December 5, 2023~~August 5, 2013~~
(Resolution 2023-032)*

DRAFT RESOLUTION

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS AMENDING THE HEIGHT POLE AND NETTING POLICY FOR ADDITIONS AND NEW CONSTRUCTION

WHEREAS, the Town's Height Pole and Netting Policy for Additions and New Construction was adopted by the Planning Commission in July of 1998 requiring two-foot wide orange netting for all new buildings and second story additions, and a requirement for posting of a small sign (2 feet by 2 feet) indicating the public hearing date and approving body was added in September 2002;

WHEREAS, a comprehensive review of the policy was conducted in 2012. On August 5, 2013, the Town Council approved an updated policy, and minor additions relating to tree protection were made in 2017 to create the current policy;

WHEREAS, the use of story poles and project identification signs installed on the sites of an active development application has been found to be extremely helpful and important during the course of the Town's review of applications by demonstrating the planned rooflines and heights, and also provides a visual notice to the community of a forthcoming land use public hearing;

WHEREAS, this matter was regularly noticed in conformance with State and Town law and came before the Planning Commission for public hearings on April 26, 2023, and May 24, 2023;

WHEREAS, on April 26, 2023, and May 24, 2023, the Planning Commission held public hearings to consider modifications to the Height Pole and Netting Policy for Additions and New Construction. The Planning Commission received and considered public comments, reviewed the document, and provided input to staff on recommended modifications;

WHEREAS, on May 24, 2023, the Planning Commission recommended that the Town Council make specific recommended modifications to the Height Pole and Netting Policy for Additions and New Construction; and

ATTACHMENT 12

WHEREAS, this matter was regularly noticed in conformance with State and Town law and came before the Town Council for public hearing on August 1, 2023, and December 5, 2023.

NOW, THEREFORE, THE TOWN COUNCIL FINDS AND RESOLVES:

1. The revised Height Pole and Netting Policy for Additions and New Construction is consistent with the Town's General Plan.
2. The revision of the Height Pole and Netting Policy for Additions and New Construction is exempt from CEQA in that it can be seen with certainty that there will not be an impact to the physical environment. [CEQA Guidelines Section 15061(b)(3).]
3. The revised Height Pole and Netting Policy for Additions and New Construction attached hereto as Exhibit 1 is adopted.

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PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the _____ day of _____, 2023, 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: _____

EXHIBIT 1

Height Pole, Flagging, Netting, and Signage Policy For Additions and New Construction

I. Purpose:

It is a policy of the Town of Los Gatos Town Council to have story poles and project identification signs installed on the sites of an active development application. The placement of story poles is extremely helpful and important during the course of Town's review of applications for new development. Proper and accurate placement of story poles demonstrates the planned rooflines and heights and provides some indication of the potential massing of the proposed structure. Story poles enhance understanding of the project for Town residents, staff, advisory bodies, and decision making bodies. Story poles also provide a visual notice to the community of a forthcoming land use public hearing.

Project identification signs present both written and graphical information that will further communicate the proposed project to the community as well as provide the public hearing dates for the development application.

This policy is for the benefit of the Town and community and is not intended to create a requirement under the California Environmental Quality Act (CEQA).

II. Height Poles and Netting/Flagging:

Height story poles and netting/flagging shall be used for the following types of Community Development Department, Planning Division, land use applications:

For residential projects:

- If proposed project is a two-story house or second story addition where the adjacent properties on the same side of the street both contain only single-story houses.
- If proposed project includes a variance or exception to the physical development standards for the primary structure.

For non-residential projects:

- New primary structures.
- Non-residential additions exceeding 20 percent of the existing building floor area.
- If proposed project includes a variance or exception to the physical development standards for the primary structure.

For properties in the Historic Resource Inventory:

- New residential (excluding single-story accessory structures) and non-residential buildings.

- Residential second story additions.
- Non-residential additions exceeding 100 square feet.

For properties in the Hillside Area as defined in the Hillside Development Standards and Guidelines:

- New primary structures.
- New second story additions.

Exemptions:

- Affordable housing projects where 30 percent of the housing units are deed restricted to be Below Market Price, or 20 percent are deed restricted to be Low or Very Low Income.

The terms height poles and story poles are used interchangeably.

A. Procedure:

When it is determined that story poles are required, the applicant's engineer, architect, or building designer may, but is not required to, prepare a "Story Pole Plan" to indicate the locations where the poles will be installed. If submitted, the Story Pole Plan shall be approved by the project planner prior to the placement of the poles on the site. Once the placement of the story poles is complete, the applicant shall inform the project planner and submit photographs showing installation.

The height poles and netting/flagging shall be installed prior to the neighborhood notification process and shall remain in place until 30 days after the first public hearing on the project. If the project is substantially modified, staff may direct removal or modification of the story poles.

B. Timing

Public notices will not be mailed and/or application(s) shall not be advertised until the height poles and netting/flagging have been installed and photographs have been submitted to the project planner, as required in Section II.A.

C. Location and Number:

The number of story poles may vary with each specific project. At the discretion of the project planner, story pole locations shall adequately demonstrate the height, mass, and bulk of the project requiring review. At a minimum, story poles shall be placed at all outside building corners of the building wall (excluding eaves) and along the rooflines of the proposed structure(s) or addition. Architectural elements such as towers, spires, elevator and mechanical penthouses, cupolas, mechanical equipment screening and similar elements not used for human activity or storage which are visible from the streetscape shall be represented by the story poles. For multi-

building developments, story poles shall only be required for the tallest structures and those along the perimeter of the site.

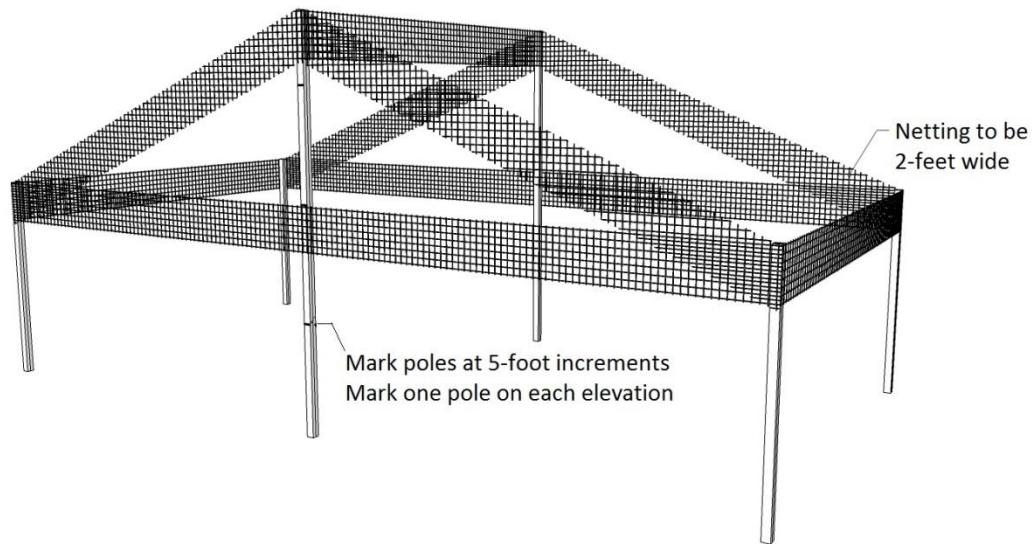
While guy wires may sometimes be attached to existing fencing or similar onsite structures, pursuant to Section 29.10.1005 of the Tree Protection Ordinance, the attachment of wires, signs, or ropes to any protected tree is prohibited. Trees may not be "flagged" or used as a substitute for the erection of story poles.

After the placement of the story poles on-site, the applicant shall provide the project planner with photographs of the story poles taken from a variety of vantage points. The vantage point from where the photograph was taken shall be indicated on each photograph.

A licensed surveyor or civil engineer shall submit written verification that the height and position of the poles and netting/flagging accurately represents the height and location of the proposed structure(s) or addition.

D. Materials:

The material of the story poles shall be indicated on the Story Pole Plan. Story poles shall be constructed of 2"x4" lumber, metal poles, or other sturdy building material acceptable to the project planner. Telephone poles; mechanical equipment, such as cranes; or other materials may be acceptable for higher structures if the Community Development Director determines that the material will adequately portray the height, bulk, and mass of the proposed structure(s) or addition and withstand the wind and weather. Either a double row of orange flag rope/flagging, or orange woven plastic snow fencing (netting) must be erected to represent the rooflines of the proposed structure(s) or addition. If flagging is chosen, the two rows shall be placed with one located two feet below the other. If netting is used, it shall be at least two foot (2') wide. Netting/flagging must be supported by height poles that are strong enough to accurately maintain the outlines and height of the structure(s). One of the height poles on each elevation must be clearly marked and labeled in five foot (5') increments measured from existing or finished grade, whichever creates a higher profile.



E. Public Safety:

All story poles shall be placed, braced, and supported to ensure the health, safety, and general welfare of the public. Applicants shall sign an agreement that holds the Town harmless for any liability associated with the construction of, or damage caused by the story poles. If at any time, the Town determines the story poles to be unsafe, they shall be repaired and reset immediately by the project applicant or, at the Town's discretion, removed. Depending on the scope of the poles, the applicant may be requested to verify with the Building Division of the Community Development Department that no permits and/or inspections are required for the poles.

F. Exceptions:

In the event there are justifiable reasons why story poles cannot be accommodated for all structures proposed to be constructed on the project site, the applicant shall submit a letter to the Community Development Director no later than 45 days prior to the required installation date, clearly articulating the reasons why an exception to the Story Pole requirement is warranted. Requests for an exception and alternative plan will only be considered if the applicant can clearly demonstrate to the Town, and the Town agrees, that the installation of the story poles would: (1) cause a threat to public health and safety or (2) would impair the use of existing structure(s) or the site to the extent it would not be able to be occupied and the business or residential use would be infeasible. Some form of poles and netting/flagging and/or on-site physical representation of the project will be required, even if an exception is granted.

Planned Development applications with multiple detached commercial structures and/or residential units may request to erect story poles on the locations where the key structures will be placed. The Community Development Director will take into

account the density of the development when considering an exception request. The story poles shall be installed on all corner structures and the structures with the greatest height and mass. An exception to providing story poles for all structures in a Planned Development application with multiple commercial structures and/or residential units shall follow the same procedures as outlined below.

The Community Development Director will review all justifiable requests for an exception to the Story Pole requirement within 14 days of receipt of the request.

If an exception is approved, the applicant will be required to demonstrate the proposed structure height and mass using alternative means as outlined in Section II.G.

G. Alternatives: If an exception is granted to the Story Pole requirements, the applicant shall provide digital imagery simulations, computer modeling, built to-scale models or other visual techniques in-lieu of the Story Pole requirements. Simulations may either be prepared by the applicant for technical review by the Town's consultant or the applicant may elect to have the Town's consultant prepare the materials. In either case, the applicant shall be responsible for all technical review(s), materials and cost of the Town's evaluation and/or preparation process. To ensure accuracy, visual simulations shall comply with the following standards:

- Establishing accuracy of the visual simulation: The applicant shall demonstrate that the dimension and scale of the visual simulation and project setting are equivalent. This is accomplished by examining screen views of the model in plan and elevation views for accurate scaling. The visual simulation must also include reference objects corresponding to known objects in the simulated scene, such as buildings, curbs, utility poles, trees, or any other reference points visible in the simulated scene, whose location is known from surveys or, at a minimum aerial imagery. There shall be a minimum of two reference objects outside of the project in different parts of the photo frame.
- Establishing the equivalence of the virtual and actual camera focal setting: The camera lens focal setting or angle of view for each simulation base photo shall be stated. The camera model shall be provided since the angle of the focal view varies with different cameras. The preparer of the photo simulations shall provide the manufacturer specifications indicating the 35 mm film SLF lens correspondence, or other means to calculate the angle of view.
- Depict the accurate location of the photo and establish the correspondence of the virtual camera with the visual simulation: The photo location shall be indicated accurately on a map or aerial photo, and the correspondence within the visual simulation should be demonstrated. Simulated views should not employ cropping, or if they must, the original, uncropped rendered image shall be provided. Once the images are cropped, it is impossible to validate their accuracy.

- Other Information: The Town's consultant may require other information to assess the accuracy of the visual simulation.

H. Removal:

Once a final action has been taken and the appeal period is over, the height poles and netting/flagging shall be removed at the applicant's expense within 30 days. If not removed, the height poles and netting/flagging will be considered rubbish and will be in violation of Section 11.10.020 of the Town Code and the matter will be forwarded to Code Compliance for enforcement action.

III. Project Identification Signs:

All development applications that include public notification shall also provide project identification signs on the development site consistent with the following requirements.

A. Timing:

Public notices will not be mailed and/or application(s) shall not be advertised until project identification sign(s) have been installed. The applicant shall submit a signed declaration confirming that the project identification sign(s) were installed. The applicant shall also submit a photo showing the on-site sign(s) installed on the subject property prior to the distribution of the public notices.

B. Size:

- New Residential Structures: One, 2'x2' sign placed on the street frontage. The top of the sign shall be five feet (5') from existing grade and visible from the main street frontage. The sign shall indicate the scheduled public hearing date and the availability of plans for review at the Community Development Department.
- Commercial/Industrial Remodels or New Construction: One 4'x8' sign on each of the property frontages that are visible to surrounding public right of ways, including pedestrian trails such as the Los Gatos Creek Trail. The top of the signs shall be six feet (6') from existing grade. The Community Development Director may require additional signs for development sites that have large frontages.
- Downtown (C-2 Zone) Remodels or New Commercial Development: One 2' by 3' vertical sign constructed of metal frame with water resistant plastic or laminated face. In cases where it is infeasible to install a free-standing sign, the posting of a durable, all weather sign on or inside the window of a building is permitted, provided the sign is visible from public locations outside the building. Requests for an exception to the free-standing sign requirements shall be made to the Community Development Department in writing no less than 30 days prior to the public hearing for the project.

C. Number and Placement of Signs:

With one exception, on-site signs shall be placed on each street frontage of the site. The exception is for permits related to an individual new single family dwelling. In this case, only one sign on the street frontage is required. The signs shall be oriented towards the street, within one foot (1') of the front property line or two feet (2') of the back of the sidewalk.

D. Materials:

Signs shall be constructed of durable materials, such as foam core or plywood, and shall be laminated during the rainy season (October through April). The sign colors shall be a white background with black printing, and color graphics (excluding single family, which may have black and white graphics). As noted under Section III.B., signs in the Downtown C-2 Zone shall be constructed of higher grade materials, including a metal frame and a plastic or laminated poster board face.

E. Sign Content:

Up to 75 percent of the overall sign area must be used to provide a general description of the project; including number of residential units or commercial buildings and square footage; a color perspective drawing, three-dimensional image or photographic simulation and the name and contact information of the project applicant. Single family remodel projects are not required to provide a rendering on the sign. The public notice portion of the sign message must constitute 25 percent of the overall sign area and notify the community of the public hearing date and time and contain the following message “For more information about this project, please contact the Town of Los Gatos Planning Division at 110 E. Main Street, Los Gatos, (408) 354-6872. Plans can be reviewed on the Town’s website at: www.losgatosca.gov/2216/Pending-Planning-Projects.” The project address, application number, and a QR code shall be included on the notice sign.

F. Duration of Sign Posting:

Project identification signs shall be placed on site consistent with the timing of installation of the story poles (See Section II.B.) and shall be removed within 30 days of the final actions (See Section II.H.).

G. Maintenance:

The applicant is responsible for replacement of any missing, damaged or vandalized signs within five days of request by the Town. The Town may cease processing of the application if the signs are not replaced and/or maintained.

IV. Definitions:

Height: As defined by the Zoning Ordinance, height is determined by the plumb vertical distance from the natural or finished grade, whichever is lower and creates a lower profile, to the uppermost point of the roof edge, wall, parapet, mansard, or other point directly above that grade. For portions of a structure located directly above a cellar (refer to Section 29.10.020 of the Zoning Ordinance for definition of cellar), the height measurement for that portion of the structure shall be measured as the plumb vertical distance from the existing natural grade to the uppermost point of the structure directly over that point in the existing natural grade.

Roofline or edge: The contour or shape of a roof.

This policy was adopted by Town Council on December 5, 2023 (Resolution 2023-___)

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**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/05/2023

ITEM NO: 12

DESK ITEM

DATE: December 5, 2023
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Adopt a Resolution, Based on Planning Commission Recommendations, Modifying the Height Pole and Netting Policy for Additions and New Construction. The Proposed Modifications to Town Policy are Not Considered a Project Under the California Environmental Quality Act. Project Location: Town Wide. Applicant: Town of Los Gatos.

REMARKS:

On Friday, December 1, 2023, the Town received a finding/comment letter from the California Department of Housing and Community Development (HCD) regarding the Town's Draft Revised Housing Element. One of the comments included in that letter specifically addressed the Town's Story Pole and Netting Policy:

Program AW (Story Poles and Netting Policy): While the Program now commits to revise Story Poles and Netting Policy Requirements; these requirements are constraints and impact housing costs; supply (number of units) and approval certainty and should be removed or replaced with cost effective measures to promote certainty for the developers and the community. Further, the element should evaluate the effectiveness of any future requirements or measures, and making adjustments, as necessary, by a specified date (e.g., by 2028).

As a result of this comment, staff in consultation with the Town's Housing Element consultant, recommends that the Town Council modify the Town's Story Pole Policy to allow for video renderings and signage in place of story poles for buildings proposed to be 55 feet or taller. This would allow the next response to HCD to include this change as a more cost effective measure, along with a commitment to future evaluation and adjustments as needed.

PREPARED BY: Jennifer Armer, AICP
Planning Manager

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

PAGE 2 OF 2

SUBJECT: Story Pole Policy Modifications

DATE: December 5, 2023

ATTACHMENTS:

Previously received with the August 1, 2023 Staff Report:

1. Draft Revised Story Pole Policy with Changes Red-Lined
2. Draft Resolution with Exhibit 1
3. April 26, 2023 Planning Commission Staff Report with Exhibits 1-2
4. April 26, 2023 Planning Commission Addendum Report with Exhibit 3
5. April 26, 2023 Planning Commission Verbatim Minutes
6. May 24, 2023 Planning Commission Staff Report with Exhibit 4
7. May 24, 2023 Planning Commission Addendum Report with Exhibit 5
8. May 24, 2023 Planning Commission Desk Item Report with Exhibits 6
9. May 24, 2023 Planning Commission Verbatim Minutes

Previously received with the August 1, 2023 Desk Item:

10. Public Comment received between 11:01 a.m., Monday, July 31, 2023, and 11:00 a.m., Tuesday, August 1, 2023

Previously received with the December 5, 2023 Staff Report:

11. Revised Draft Story Pole Policy with Changes Red-Lined
12. Revised Draft Resolution with Exhibit 1