TOWN OF LOS GATOS
COUNCIL MEETING AGENDA
MAY 19, 2026
110 EAST MAIN STREET AND TELECONFERENCE
TOWN COUNCIL CHAMBERS
7:00 PM

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

IMPORTANT NOTICE

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

To watch and participate via Zoom, please go to:

https://losgatosca-gov.zoom.us/j/86730363468?pwd=pfKQoh92JnbwOYwFvZqIdSSWpjxYoK.1

Enter Passcode: 577971

CALL MEETING TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

i. Mayor's Recognitions
ii. Youth Commission End of Year Report

CONSENT ITEMS *(Consent Items are considered routine Town business and may be approved by one motion. Any member of the Council may remove an item from the Consent Items for comment and action. Members of the public may provide input on any or multiple Consent Item(s) when the Mayor asks for public comments on the Consent Items. If you wish to comment, please follow the Participation Instructions located at the end of this agenda. If an item is removed, the Mayor has the sole discretion to determine when the item will be heard. Each speaker is limited to no more than three (3) minutes or such time as authorized by the Mayor.)*

1. **Approve the Minutes of the May 5, 2026, Closed Session Town Council Meeting.**
RECOMMENDATION: Approve the Minutes of the May 5, 2026, Closed Session Town Council Meeting.

2. **Approve the Minutes of the May 5, 2026, Town Council Meeting.**
RECOMMENDATION: Approve the Minutes of the May 5, 2026, Town Council Meeting.

3. **Receive the Monthly Financial and Investment Report for March 2026**
RECOMMENDATION: Receive the Monthly Financial and Investment Reports for March 2026.

4. **Authorize the Town Manager to Accept the Donation of an Automated External Defibrillator and an Outdoor SaveStation® Cabinet from the Kyle J. Taylor Foundation, and Authorize the Town Manager to Sign the Acknowledgement Form Provided by the Donor**.
RECOMMENDATION: Authorize the Town Manager to accept the donation of an Automated External Defibrillator (AED) and an outdoor SaveStation® cabinet from the Kyle J. Taylor Foundation and authorize the Town Manager to sign the acknowledgement form provided by the donor (Attachment 1).

5. **Authorize the Town Manager to Execute a Five-Year Agreement for Services with Specialized Elevator Corp., DBA San Francisco Elevator Services LLC, with a Base Year Not-to-Exceed Amount of $65,364 for FY 2026-27 and Subsequent Annual Adjustments Based on the Consumer Price Index (CPI).**
RECOMMENDATION: Authorize the Town Manager to execute a five-year Agreement for Services with Specialized Elevator Corp., dba San Francisco Elevator Services LLC, with a base year not-to-exceed amount of $65,364 for FY 2026-27 and subsequent annual adjustments based on the Consumer Price Index (CPI).

6. **Authorize the Town Manager to Execute a Construction Contract with O'Grady Paving Inc. in the Amount of $2,144,229.70 for the 2026 Street Repair and Resurfacing Project with Authority to Approve Construction Change Orders in an Amount Not to Exceed $214,422.97 (10% contingency); Authorize the Town Manager to Execute an Agreement for Professional Services with Ninyo and Moore for Materials Testing Services for a Total Agreement in an Amount Not to Exceed $27,290.00; Approve the Project Construction Plans and Specifications per Government Code 830.6 (Design Immunity); and Find the Project Categorically Exempt under Section 15301(c) of the California Environmental Quality Act.**
RECOMMENDATION: Staff recommends that the Town Council take the following actions regarding the 2026 Street Repair and Resurfacing Project (4818155, CIP No. 811-9901):
   a. Authorize the Town Manager to execute a Construction Contract with O'Grady Paving Inc. in the amount of $2,144,229.70, with authority to approve construction change orders in an amount not to exceed $214,422.97 (10% contingency);
   b. Authorize the Town Manager to execute an Agreement for Professional Services with Ninyo and Moore for Materials Testing Services for a total agreement in an amount not to exceed $27,290.00;

c. Approve the project construction plans and specifications per Government Code 830.6 (Design Immunity);
d. Find the project Categorically Exempt under Section 15301(c) of the California Environmental Quality Act.

7. Authorize the Town Manager to Sign and Submit Grant Applications for the Statewide and Regional Components of the Active Transportation Program Cycle 8 and One Bay Area Grant Program Cycle 4 to Fund Construction of the Highway 17 Bicycle and Pedestrian Overcrossing Project.

RECOMMENDATION: Staff recommends that Town Council take the following actions to support future construction of the Highway 17 Bicycle and Pedestrian Overcrossing Project (4218510-82405, CIP No. 818-0803):

a. Authorize the Town Manager to sign and submit a grant application for Active Transportation Program Cycle 8 (ATP8) for up to $19,953,925 in construction funding through the Statewide and Regional components of that program; and
b. Authorize the Town Manager to sign and submit a grant application for up to $19,953,925 to the One Bay Area Grant Cycle 4 (OBAG4) program.

8. Adopt a Resolution to Adopt a List of Projects for Fiscal Year 2026-27 Funded by State Senate Bill 1, the Road Repair and Accountability Act of 2017.

RECOMMENDATION: Adopt a resolution adopting a list of projects for Fiscal Year 2026-27 funded by State Senate Bill 1, the Road Repair and Accountability Act of 2017.

9. Authorize the Town Manager to Execute a five-year Agreement with HouseKeys for the Administration of the Town's Below Market Price Affordable Housing Program with a Not to Exceed (NTE) of $750,000.

RECOMMENDATION: Authorize the Town Manager to execute a five-year agreement with HouseKeys, Inc. for administration of the Town's Below Market Price Affordable Housing Program for the period of July 1, 2026, through June 30, 2031, in an amount not to exceed $750,000, subject to approval as to form by the Town Attorney.

10. Authorize the Town Manager to Execute a Five-Year Agreement with W. Jeffrey Heid, Landscape Architect, to Provide Landscape Architecture Consultant Services to the Town.

RECOMMENDATION: Authorize the Town Manager to execute an agreement with W. Jeffrey Heid, Landscape Architect, to provide landscape Architecture consultant services to the Town.

11. Authorize the Town Manager to Execute a Second Amendment to the Agreement for Services with Lisa Wise, Inc. to Update Objective Design Standards, Extending Their Agreement to June 30, 2027, at No Additional Cost.

RECOMMENDATION: Authorize the Town Manager to execute a second amendment to the agreement for services with Lisa Wise, Inc., extending their agreement to June 30, 2027, at no additional cost.

12. Authorize the Town Manager to Execute an Agreement with Tesla, Inc. to Continue Operation of Charging Stations for a Period of 10 Years with One Five-year Renewal

Period in the Town of Los Gatos Northside Parking Lot for the Payment to the Town of $8,616 Per Month, Subject to Five Percent Annual Escalation.
RECOMMENDATION: Authorize the Town Manager to execute an agreement with Tesla, Inc. to continue receiving Town revenues (4118011-45333) for Tesla's operation of 20 charging stalls using 26 parking spaces in the Town of Los Gatos Northside Parking Lot for a ten-year period with one five-year renewal period at the rate of $8,616 per month, subject to five percent annual escalation.

13. **Authorize the Town Manager to Execute an Agreement with Kaiser Permanente On-the-Job to Continue to Provide Pre-Employment Medical Screening Services Retroactive to August 1, 2025, with Automatic Renewals Every 12 Months.**
RECOMMENDATION: Authorize the Town Manager to execute an agreement with Kaiser Permanente On-the-Job to continue to provide pre-employment medical screening services retroactive to August 1, 2025, with automatic annual renewals every 12 months.

14. **Authorize the Town Manager to Execute an Agreement with The Advantage Group to Continue to Administer Retiree Health Contribution Reimbursements Retroactive to February 1, 2026, with Automatic Renewals Every 12 Months**
RECOMMENDATION: Authorize the Town Manager to execute an agreement with The Advantage Group to continue to administer retiree health contribution reimbursements retroactive to February 1, 2026, with automatic renewals every 12 months.

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

PUBLIC HEARINGS *(Presentations during the Public Hearings portion of the agenda by appellants and applicants, including any expert or consultant assisting with the presentation, shall be limited to a total of no more than five (5) minutes for all speakers. Appellants and applicants shall be provided no more than three (3) minutes to rebut at the end of the public hearing. Visual presentations that require the use of staff resources shall be limited to appellants and applicants. Members of the public testifying at public hearings shall be limited to no more than three (3) minutes, or such time as authorized by the Mayor.)*

15. **Accept the Report Regarding the Status of the Town's Vacancies, Recruitments, and Retention Efforts Pursuant to Assembly Bill (AB) 2561.**
RECOMMENDATION: Accept the report regarding the status of the Town's vacancies, recruitments, and retention efforts pursuant to Assembly Bill (AB) 2561.

16. **Conduct a Public Hearing on the Town of Los Gatos Proposed Operating and Capital Budget for Fiscal Year 2026-27 and on the Proposed Capital Improvement Program for FY 2026-27 – FY 2030-31.**
RECOMMENDATION: Conduct a Public Hearing on the Town of Los Gatos Proposed Operating and Capital Budget for Fiscal Year 2026-27 and on the Proposed Capital Improvement Program for FY 2026-27 – FY 2030-31; Provide direction and recommendations on any changes for the final budget; Provide direction on Finance Commission recommendations; and Approve the FY 2026-27 List of Potential Donations Consistent with the Town's Donation Policy.

OTHER BUSINESS *(Each speaker is limited to no more than three (3) minutes or such time as authorized by the Mayor.)*

17. **Discuss Potential Law Enforcement Services Agreement with City of Saratoga and Provide Direction to Staff.**
RECOMMENDATION: Staff recommends that the Town Council receive this report, discuss the potential provision of law enforcement services to the City of Saratoga through the Los Gatos-Monte Sereno Police Department, and provide direction to the Town Manager. The Council may direct the Town Manager to take one of the following actions:
    a. Continue discussions and negotiations with the City of Saratoga regarding a potential law enforcement services agreement and return to the Town Council with a proposed agreement for consideration at a future public meeting;
    b. Cease discussions and negotiations with the City of Saratoga regarding a potential law enforcement services agreement; or
    c. Provide other directions to staff.

COUNCIL MATTERS *(Members of the public who wish to speak on matters listed under Council Matters may do so under Verbal Communications.)*

MANAGER MATTERS

ATTORNEY MATTERS AND CLOSED SESSION REPORT

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

ADA NOTICE - In compliance with the Americans with Disabilities Act, if you require special assistance to participate in this meeting, please contact the Clerk's Office at (408) 354-6834. Please notify the Clerk's Office at least two (2) business days prior to the meeting so that reasonable arrangements can be made to ensure accessibility in compliance with 28 CFR §35.102-35.104 and related provisions.

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

HOW TO PARTICIPATE

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

- **Zoom Webinar (Online)**: To participate from a PC, Mac, iPad, iPhone or Android device. Please use this URL to join: https://losgatosca-gov.zoom.us/j/86730363468?pwd=pfKQoh92JnbwOYwFvZqIdSSWpjxYoK.1 Passcode: **577971**. You can also type in **867 3036 3468** in the "Join a Meeting" page on the Zoom website at www.zoom.us and use passcode **577971**. When the Mayor announces the item for which you wish to speak, click the "raise hand" feature in Zoom.
- **Telephone**: To participate by phone please dial 1 (408) 961-3927 or 1 (855) 758-1310 for US Toll-free and use Meeting ID: **867 3036 3468**. When the Mayor announces the item for which you wish to speak, press *9 on your telephone keypad to raise your hand.
- **In-Person**: Please complete a "speaker's card" located on the back of the chamber benches and submit it to the Town Clerk before the meeting or when the Mayor announces the item for which you wish to speak.

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

-3:00 p.m. the Thursday before the Council meeting for inclusion in the agenda packet.
-3:00 p.m. the Friday and Monday before the Council meeting for inclusion in an addendum.
-11:00 a.m. the day of the Council meeting for inclusion in a desk item.

TOWN OF LOS GATOS
COUNCIL CLOSED SESSION MINUTES

MEETING DATE: 05/19/2026
ITEM NO: 1

DRAFT
Minutes of the Town Council Special Meeting Closed Session
Tuesday, May 5, 2026

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

MEETING CALLED TO ORDER AT APPROXIMATELY 6:31 P.M.

ROLL CALL

Present: Mayor Rob Moore, Vice Mayor Maria Ristow, Council Member Mary Badame, Council Member Matthew Hudes, and Council Member Rob Rennie (participated remotely under Government Code §5493(b))
Absent: None

VERBAL COMMUNICATIONS (ONLY ON ITEMS ON THE AGENDA)

No one spoke.

Mayor Moore announced the closed session title as listed on the agenda.

THE TOWN COUNCIL MOVED TO CLOSED SESSION ON THE FOLLOWING ITEMS:

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
   Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code Section 54956.9.

There was no reportable action.

ADJOURNMENT

The meeting adjourned at approximately 6:59 p.m.

Attest:

_____
Keara Johnson, Deputy Town Clerk

Submitted by:

_____
Chris Constantin, Town Manager

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 05/19/2026
ITEM NO: 2

DRAFT
Minutes of the Town Council Meeting
Tuesday, May 5, 2026

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

MEETING CALLED TO ORDER AT 7:02 P.M.

ROLL CALL
Present: Mayor Rob Moore, Vice Mayor Maria Ristow, Council Member Mary Badame, Council Member Rob Rennie (participated remotely under Government Code §5493(b)), Council Member Matthew Hudes.
Absent: None.

PLEDGE OF ALLEGIANCE
Savana and Dean Achak led the Pledge of Allegiance. The audience was invited to participate.

PRESENTATIONS
Mayor Moore presented the Affordable Housing Month Proclamation, the Building Safety Month Proclamation, and the Historic Preservation Month Proclamation.

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

1. Approve the Minutes of the April 21, 2026, Town Council Meeting.
2. Adopt a Resolution Declaring Hazardous Vegetation (Brush) a Public Nuisance, Ordering Abatement, and Setting June 16, 2026, as a Public Hearing to Consider Objections to the Proposed Removal of Brush. **RESOLUTION 2026-022**
3. Adopt a Resolution Approving the Engineer's Report for all Landscape and Lighting Districts for Fiscal Year 2026-27, Adopt Resolutions of Intention to Order the Levy and Collection of Assessments for the Landscape and Lighting Districts No. 1 and 2, including the Associated Benefit Zones, and set the Date for the Public Hearing Regarding the Levy and Collection of Assessments. **RESOLUTIONS 2026-023, 2026-024, 2026-025, 2026-026, 2026-027, 2026-028, and 2026-029**
4. Authorize the Town Manager to Execute a Five-Year Agreement for Services with Pacific Water Arts, Inc. to Perform Fountain Maintenance at Town Plaza Park and Town Hall with a Base Year Not-To-Exceed an Amount of $130,866 and Subsequent Annual Adjustments Based on the Consumer Price Index (CPI).
5. Authorize the Town Manager to Execute the Second Amendment to the Agreement with the County of Santa Clara for the Countywide Household Hazardous Waste Collection Program to Reflect the Updated FY 2026-27 Augmentation Rate of $155,127.

6. Authorize the Town Manager to Execute a Five-Year Agreement for Services with FieldTurf USA, Inc. to Perform Turf Maintenance at Creekside Sports Park with a Base Year Not-To-Exceed an Amount of $27,690 for FY 2026-27 and Subsequent Annual Adjustments Based on the Consumer Price Index (CPI).

Council Member Hudes pulled item six.

Mayor Moore opened public comment.

The following individuals spoke on the consent items:

1. Member of the Public (Items 1 and 4)

Mayor Moore closed public comment.

(Video time: 00:20:05)
MOTION: **Motion** by **Council Member Badame** to approve items one through five. **Seconded** by **Vice Mayor Ristow.**

VOTE: **Motion passed unanimously by roll call vote.**

VERBAL COMMUNICATIONS

The following individuals spoke during verbal communications:

1. Member of the Public
2. Jeff Suzuki
3. Joe Enz
4. Cory Wolbach

Mayor Moore closed public comment.

CONSENT ITEM
6. Authorize the Town Manager to Execute a Five-Year Agreement for Services with FieldTurf USA, Inc. to Perform Turf Maintenance at Creekside Sports Park with a Base Year Not-To-Exceed an Amount of $27,690 for FY 2026-27 and Subsequent Annual Adjustments Based on the Consumer Price Index (CPI).

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

Council asked questions.

Mayor Moore opened public comment.

The following individual spoke on this item:

1. Member of the Public
2. Leanne McAuliffe

Mayor Moore closed public comment.

Council discussed the item.

(Video time: 00:58:12)

MOTION: **Motion by Council Member Hudes** to authorize the Town Manager to execute a five-year agreement for services with FieldTurf USA, Inc., with a base year not-to-exceed amount of $27,690 for FY 2026-27 and subsequent annual adjustments based on the Consumer Price Index and that if there are discussions with members of the public and other things that staff deems worth exploring, that staff come back to council with revised estimates. **Seconded** by **Vice Mayor Ristow.**

VOTE: Motion passed unanimously by roll call vote.

COUNCIL MATTERS

- Council Member Rennie stated he attended the Silicon Valley Clean Energy Risk Oversight Committee meeting.
- Council Member Hudes stated he attended the Leadership Los Gatos graduation and participated in a Finance Commission meeting.
- Vice Mayor Ristow stated she toured West Valley Community Services; participated in the Wine Walk, the Spring into Green event; attended two Finance Commission meetings, and the Leadership Los Gatos graduation.
- Council Member Badame stated she attended the Spring into Green event; participated in the Council Policy Committee meeting; and attended a Finance Commission meeting.
- Mayor Moore stated he participated in Spring into Green event, the Annual Arbor Day tree planting; spoke to fourth grades at Dave's Ave Elementary; attended the Cities Association Executive Board meeting; participated in the Wine Walk, the Beauté Lab Med Spa ribbon cutting, the Fiat Lux ribbon cutting; attended the Art Now award ceremony; tabled at the Farmers Market; meet with the Governor’s Office of External Affairs; and spoke about the upcoming Chamber of Commerce First Gold Thursday event.

MANAGER MATTERS

Katy Nomura, Assistant Town Manager

- Thanked everyone who came out to the Arbor Day and Spring into Green events and encouraged participation in the Urban Forrest Management Plan Survey.

ATTORNEY MATTERS AND CLOSED SESSION REPORT

Gabrielle Whelan, Town Attorney

- Stated the Town Council met in closed session to discuss one matter of anticipated litigation, and there was no reportable action.

ADJOURNMENT

The meeting adjourned at 8:10 p.m.

Respectfully Submitted:

_____

Keara Johnson, Deputy Town Clerk

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 05/19/2026
ITEM NO: 3

DATE: May 19, 2026

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Receive the Monthly Financial and Investment Report for March 2026**

RECOMMENDATION: Receive the Monthly Financial and Investment Reports for March 2026.

BACKGROUND:

California Government Code Section 41004 requires that the Town Treasurer submit to the Town Clerk and the legislative body a written report and accounting of all receipts, disbursements, and fund balances. The Administrative Services Director assumes the Town Treasurer role. Attachment 1 contains the March 2026 monthly Financial and Investment Report, which fulfills this requirement.

The March 2026 Monthly Financial and Investment Report was received by the Finance Commission at its May 11, 2026, regular meeting.

DISCUSSION:

The March 2026 Monthly Financial and Investment Report includes a Fund Balance Schedule, representing estimated funding available for all funds at the beginning of the fiscal year and at the end of the respective month.

As operations fluctuate month to month, there are differences between balances in one month and balances in another. Such differences may be significant due to the type of activity in those months and the timing of any estimates used in the presentation, based on the information available. This is demonstrated by the attached March 31, 2026, fund balance report.
In the case that the differences are extraordinary and unanticipated, we will ensure we present more information to explain the differences.

PREPARED BY: Eric Lemon
Finance and Accounting Manager

Reviewed by: Town Manager, Town Attorney, and Administrative Services Director

The difference between the March 31 and February 28 estimated fund balance is due to normal day-to-day fluctuations in revenues and expenditures.

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

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

Reconciling Cash to Fund Balance - March 31, 2026		
Total Cash	$	79,742,122
Plus: Assets	$	13,676,139
Less: Liabilities	$	(24,329,204)
Estimated Fund Balance	**$**	**69,089,057**

As of March 31, 2026, the Town's financial position (Cash Plus Other Assets $93.42M, Liabilities $24.33M, and Fund Equity $69.09M) remains strong, and the Town has sufficient funds to meet the cash demands for the next six months.

As of March 31, 2026, the Town's weighted portfolio yield for investments under management was 4.21%, which was 38 basis points above the Local Agency Investment Fund (LAIF) yield of 3.83% for the same reporting period. Currently, the LAIF portfolio's weighted average maturity (WAM) is 260 days versus the Town's longer WAM of 578 days. The Town's assets under management reflect the Town's selection of the 1-3 year benchmark investment strategy through the Town's investment advisor to lock in higher yields at the top of the interest rate cycle. The longer maturities are balanced with shorter-term yields available on investments held with the State's LAIF. The Town's weighted average rate of return on investments under management of 4.21% at the close of March was 1 basis point higher when compared to the prior month's return of 4.20% reported as of February 28, 2026.

Since March 2025, LAIF yields decreased from 431 basis points (4.31%) to 383 basis points (3.83%) through the end of March 2026. The State LAIF pool typically lags the market when current market yields are either increasing or decreasing.

The Federal Open Market Committee implemented three rate cuts in 2025. The first, on September 17, reduced the federal funds target range by 25 basis points to 4.00%–4.25% amid slower economic growth in the first half of the year and emerging signs of labor-market softening. A second 25-basis-point cut on October 29 brought the range down to 3.75%–4.00% as labor-market weakness and broader economic uncertainty persisted. At its December 10 meeting, the Committee approved a final 25-basis-point reduction to 3.50%–3.75%, reflecting

ongoing concerns about the economic outlook. These adjustments align with the FOMC's objective to promote maximum employment and achieve a year-over-year inflation target of 2%.

Labor market conditions continued to loosen. Nonfarm payrolls declined by 92,000 in February. Initial jobless claims fluctuated between 205,000 and 213,000. Continuing claims reached 1.819m, close to a two-year low.

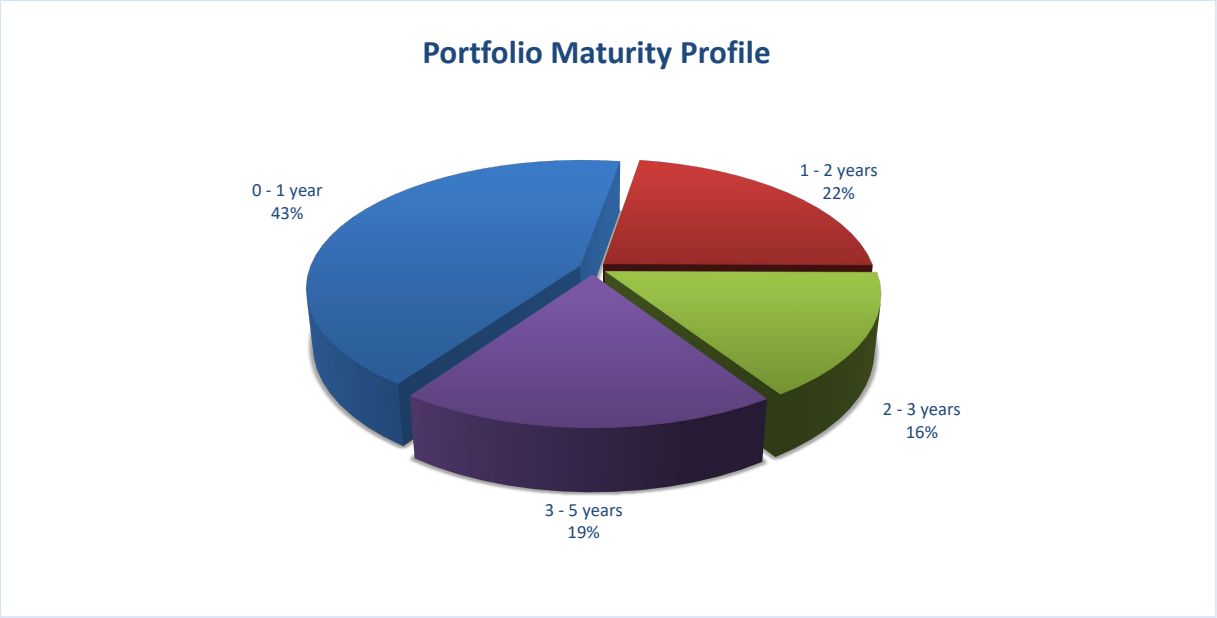
The Town's investments are in compliance with the Town's Investment Policy dated March 18, 2025, and are also in compliance with the requirements of Section 53600 et seq. of the California State Code. Based on the information available, the Town has sufficient funds to meet the cash demands for the next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

Attachments:
1. Financial and Investment Report (March 2026)

Town of Los Gatos
Summary Investment Information
March 31, 2026

Weighted Average YTM Portfolio Yield on Investments under Management	**4.21%**
Weighted Average Maturity (days)	**578**

	This Month	Last Month	One year ago
Portfolio Allocation & Treasurer's Cash Balances	$79,742,122	$77,392,752	$72,922,188
Managed Investments	$53,542,255		
Local Agency Investment Fund	$17,605,206		
Reconciled Demand Deposit Balances	$8,594,661		
Portfolio Allocation & Treasurer's Cash Balances	$79,742,122		
Benchmarks/ References:			
Town's Average Yield	4.21%	4.20%	4.42%
LAIF Yield for month	3.83%	3.87%	4.31%
3 mo. Treasury	4.29%	3.66%	4.29%
6 mo. Treasury	4.22%	3.62%	4.22%
2 yr. Treasury	3.88%	3.37%	3.88%
5 yr. Treasury	3.95%	3.50%	3.95%
10 Yr. Treasury	4.21%	3.94%	4.21%

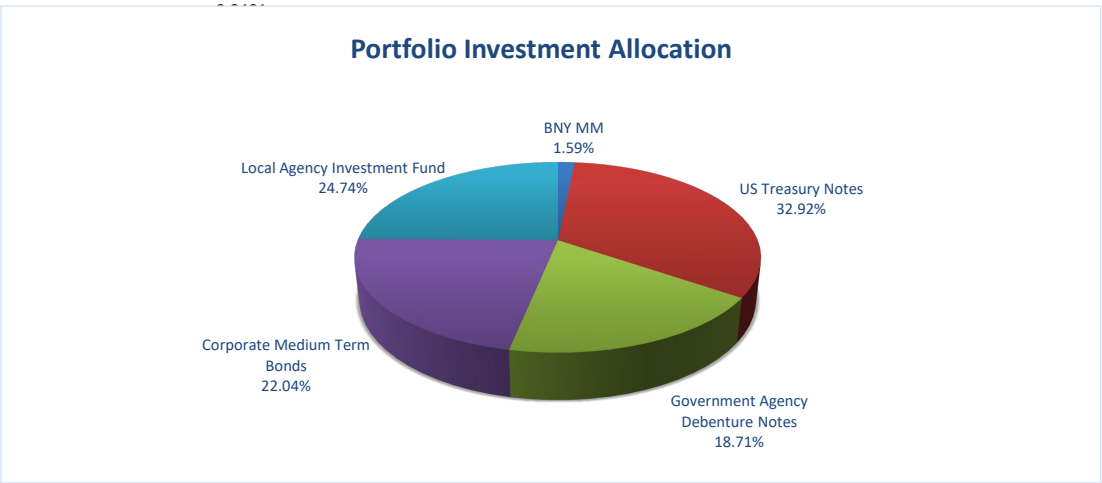


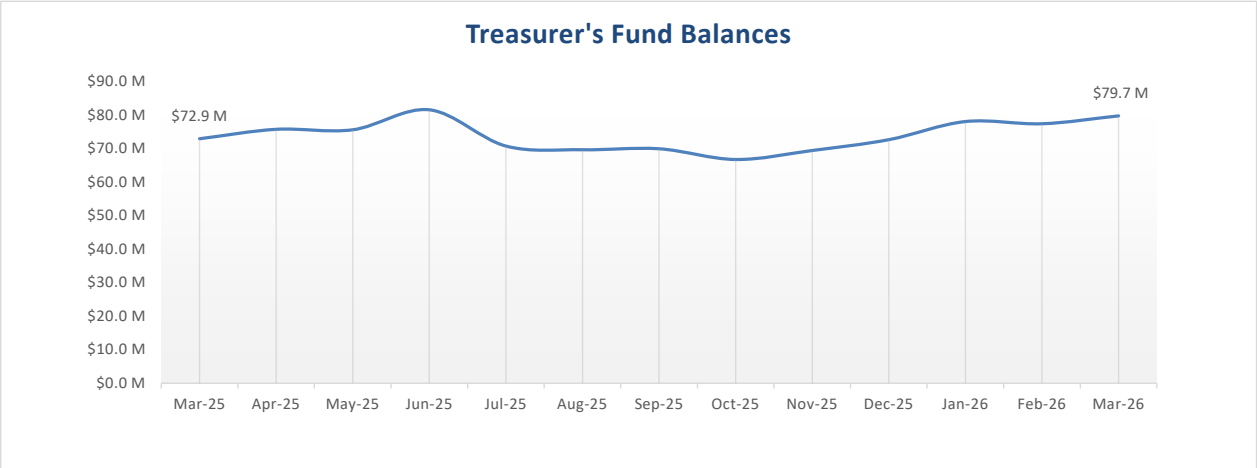
Compliance: The Town's investments are in compliance with the Town's investment policy dated March 18, 2025, and also in compliance with the requirements of Section 53600 at seq. of the California State Code. Based on the information available, the Town has sufficient funds to meet the cash demands for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

Town of Los Gatos
Portfolio Allocation & Treasurer's Cash Balances
March 31, 2026

	Month	YTD
Cash & Investment Balances - Beginning of Month/Period	$ 77,392,751.51	$ 81,558,113.19
Receipts	14,292,075.30	68,662,235.14
Disbursements	(11,942,705.26)	(70,478,226.78)
Cash & Investment Balances - End of Month/Period	$79,742,121.55	$79,742,121.55

Portfolio Allocation	Amount	% of Portfolio	Max. % or $ Allowed per State Law or Policy
BNY MM	$1,128,226.86	1.59%	20% of Town Portfolio
US Treasury Notes	$23,416,704.94	32.92%	No Max. on US Treasuries
Government Agency Debenture Notes	$13,313,715.31	18.71%	No Max. on Non-Mortgage Backed
Corporate Medium Term Bonds	$15,683,607.80	22.04%	30% of Town Portfolio
Local Agency Investment Fund	$17,605,206.08	24.74%	$75 M per State Law
Subtotal - Investments	71,147,460.99	100.00%	
Reconciled Demand Deposit Balances	8,594,660.56		
Total Portfolio Allocation & Treasurer's Cash Balances	$79,742,121.55		





Town of Los Gatos
Non-Treasury Restricted Fund Balances
March 31, 2026

	Beginning Balance	March 2026 Deposits Realized Gain/Adj.	March 2026 Interest/ Unrealized Gains (Losses)/ Gains (Losses)	March 2026 Withdrawals / Fees	Ending Balance	
Non-Treasury Funds:						
Cert. of Participation 2002 Ser A Reserve Fund	$ 700,714.80	$ -	$ 1,711.33	$ -	$ 702,426.13	**Note 1**
Cert. of Participation 2010 Ser Lease Payment Fund	77.67	-	7.30	-	84.97	**Note 2**
Cert. of Participation 2002 Ser A Lease Payment Fund	137.02	-	7.79	-	144.81	**Note 1**
Cert. of Participation 2010 Ser Reserve Fund	1,311,425.11	-	3,573.13	-	1,314,998.24	**Note 2**
Total Restricted Funds:	$ 2,012,354.60	$ -	$ 5,299.55	$ -	$ 2,017,654.15	
CEPPT IRS Section 115 Trust	4,030,518.70	-	(144,002.19)	766.79	$ 3,885,749.72	**Note 3**
Grand Total COP's and CEPPT Trust	$ 6,042,873.30	$ -	$ (138,702.64)	$ 766.79	$ 5,903,403.87	

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

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

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

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

Town of Los Gatos
Statement of Interest Earned
March 31, 2026

July 2025	$	238,713.97
August 2025	$	238,367.28
September 2025	$	259,685.13
October 2025	$	228,769.00
November 2025	$	220,968.79
December 2025	$	234,197.60
January 2026	$	228,526.08
February 2026	$	205,910.96
March 2026	$	238,556.51
April 2026	$	-
May 2026	$	-
June 2026	$	-
	$	2,093,695.32

Town of Los Gatos
Investment Schedule
March 31, 2026

Institution	CUSIP #	Security	Coupon	Deposit Date	Par Value	Original Cost	Original Issue (Discount) Premium	Market Value	Market Value Above (Under) Cost	Purchased Interest	Maturity Date or Call Date	Yield to Maturity or Call	Interest Received to Date	Interest Earned Prior Yrs.	Interest Earned Current FY	Days to Maturity
Apple	037833DB3	Corporate Bond	2.90%	12/20/2022	1,300,000.00	1,228,591.00	(71,409.00)	1,281,124.00	52,533.00		6/21/2027	4.19%	$ 121,687.22	$ 135,426.07	$ 40,202.32	447
Home Depot	437076BM3	Corporate Bond	3.00%	8/4/2022	1,000,000.00	991,960.00	(8,040.00)	1,000,000.00	8,040.00		4/1/2026	3.04%	$ 94,750.00	$ 93,590.54	$ 24,169.47	1
FFCB	3133EN5V8	Gov. Agency Debenture	4.13%	1/17/2023	236,000.00	239,174.20	3,174.20	236,547.52	(2,626.68)		1/11/2027	3.76%	$ 29,042.75	$ 21,918.24	$ 6,710.16	286
JP Morgan Chase	46625HRS1	Corporate Bond	3.20%	9/23/2022	500,000.00	474,660.00	(25,340.00)	498,910.00	24,250.00		6/15/2026	4.70%	$ 51,644.44	$ 63,141.28	$ 17,112.47	76
FHLB	3130AQF65	Gov. Agency Debenture	1.25%	11/30/2022	1,300,000.00	1,160,559.40	(139,440.60)	1,276,912.00	116,352.60		12/21/2026	4.15%	$ 49,697.92	$ 130,709.25	$ 37,979.15	265
FHLB	3130APJH9	Gov. Agency Debenture	1.00%	1/17/2023	1,000,000.00	907,010.00	(92,990.00)	992,300.00	85,290.00		10/28/2026	4.17%	$ 28,354.17	$ 84,829.28	$ 25,970.08	211
FFCB	3133EN5N6	Gov. Agency Debenture	4.00%	2/8/2023	1,700,000.00	1,706,732.00	6,732.00	1,704,352.00	(2,380.00)		1/6/2028	3.91%	$ 197,955.56	$ 159,363.33	$ 50,017.81	646
American Honda	02665WED9	Corporate Bond	4.70%	5/11/2023	600,000.00	608,856.00	8,856.00	601,056.00	(7,800.00)		1/12/2028	4.34%	$ 75,278.33	$ 56,288.41	$ 19,747.79	652
US Treasury	91282CEF4	US Treasury Note	2.50%	6/9/2023	1,500,000.00	1,416,626.12	(83,373.88)	1,481,940.00	65,313.88		3/31/2027	4.09%	$ 105,327.87	$ 122,333.72	$ 44,573.72	365
Colgate-Palmolive	194162AR4	Corporate Bond	4.60%	7/14/2023	500,000.00	504,655.00	4,655.00	506,655.00	2,000.00		2/1/2028	4.37%	$ 60,502.79	$ 43,173.83	$ 16,498.78	672
FFCB	3133EPQC2	Gov. Agency Debenture	4.63%	7/17/2023	500,000.00	501,957.50	1,957.50	501,185.00	(772.50)		7/17/2026	4.48%	$ 57,812.50	$ 43,961.07	$ 16,870.21	108
FFCB	3133EPBM6	Gov. Agency Debenture	4.13%	7/14/2023	600,000.00	596,220.00	(3,780.00)	602,964.00	6,744.00		8/23/2027	4.29%	$ 64,556.25	$ 50,424.13	$ 19,269.47	510
PNC Bank	69353RFJ2	Corporate Bond	3.25%	7/25/2023	1,000,000.00	921,490.00	(78,510.00)	983,940.00	62,450.00		12/23/2027	5.23%	$ 80,979.17	$ 97,247.67	$ 37,742.01	632
US Treasury	91282CFU0	US Treasury Note	4.13%	7/31/2023	1,300,000.00	1,290,660.60	(9,339.40)	1,305,382.00	14,721.40		10/31/2027	4.31%	$ 120,656.25	$ 107,052.11	$ 41,903.26	579
Toyota Motor Credit	89236TKL8	Corporate Bond	5.45%	8/25/2023	1,600,000.00	1,617,168.00	17,168.00	1,631,824.00	14,656.00		11/10/2027	5.16%	$ 192,566.67	$ 153,725.55	$ 62,401.19	589
US Treasury	912810FE3	US Treasury Note	5.50%	10/3/2023	1,200,000.00	1,238,207.14	38,207.14	1,245,708.00	7,500.86		8/15/2028	4.76%	$ 156,211.96	$ 101,335.84	$ 43,657.27	868
FFCB	3133EPUW3	Gov. Agency Debenture	4.75%	10/13/2023	1,000,000.00	994,338.00	(5,662.00)	1,004,040.00	9,702.00		9/1/2026	4.96%	$ 113,208.33	$ 84,828.57	$ 37,129.44	154
US Treasury	91282CEW7	US Treasury Note	3.25%	10/16/2023	1,000,000.00	950,039.06	(49,960.94)	992,970.00	42,930.94		6/30/2027	4.73%	$ 71,711.96	$ 78,477.53	$ 34,515.00	456
US Treasury	91282CEN7	US Treasury Note	2.75%	10/31/2023	1,300,000.00	1,214,336.39	(85,663.61)	1,286,051.00	71,714.61		4/30/2027	4.82%	$ 71,500.00	$ 100,336.49	$ 45,217.43	395
US Treasury	91282CCH2	US Treasury Note	1.25%	12/21/2023	900,000.00	798,647.55	(101,352.45)	850,572.00	51,924.45		6/30/2028	3.99%	$ 22,805.71	$ 51,319.84	$ 25,245.31	822
FNMA	3135G0Q22	Gov. Agency Debenture	1.88%	12/21/2023	900,000.00	845,676.00	(54,324.00)	892,188.00	46,512.00		9/24/2026	4.22%	$ 38,109.38	$ 55,770.03	$ 27,434.45	177
US Treasury	91282CFB2	US Treasury Note	2.75%	1/2/2024	1,000,000.00	960,354.91	(39,645.09)	985,860.00	25,505.09		7/31/2027	3.95%	$ 57,167.12	$ 57,605.73	$ 28,961.41	487
US Treasury	91282CHE4	US Treasury Note	3.63%	1/17/2024	1,800,000.00	1,775,185.72	(24,814.28)	1,792,764.00	17,578.28		5/31/2028	3.97%	$ 121,942.63	$ 102,986.91	$ 53,242.29	792
JP Morgan Chase	46647PDG8	Corporate Bond	4.85%	2/1/2024	1,400,000.00	1,396,528.00	(3,472.00)	1,406,958.00	10,430.00		7/25/2027	4.93%	$ 134,696.10	$ 97,231.80	$ 51,731.09	481
US Bancorp	91159HJF8	Corporate Bond	4.55%	2/5/2024	1,000,000.00	989,200.00	(10,800.00)	1,000,810.00	11,610.00		7/22/2027	4.89%	$ 89,317.67	$ 68,041.60	$ 36,484.14	478
Treasury	91282CHB0	US Treasury Note	3.63%	2/23/2024	1,175,000.00	1,151,962.92	(23,037.08)	1,174,753.25	22,790.33		5/15/2026	4.56%	$ 73,485.92	$ 71,517.53	$ 39,748.08	45
FFCB	3133EP5U5	Gov. Agency Debenture	4.13%	3/28/2024	1,700,000.00	1,687,981.00	(12,019.00)	1,711,560.00	23,579.00		3/20/2029	4.28%	$ 138,691.67	$ 91,219.09	$ 54,453.23	1085
US Treasury	9128285M8	US Treasury Note	3.13%	4/30/2024	1,200,000.00	1,123,832.14	(76,167.86)	1,179,000.00	55,167.86		11/15/2028	4.69%	$ 57,795.34	$ 63,313.82	$ 40,722.97	960
Cisco Systems	17275RBR2	Corporate Bond	4.85%	5/15/2024	1,000,000.00	999,130.00	(870.00)	1,018,380.00	19,250.00		1/26/2029	4.87%	$ 86,356.94	$ 54,820.58	$ 36,547.05	1032
Home Depot	437076CW0	Corporate Bond	4.90%	5/17/2024	1,000,000.00	1,001,790.00	1,790.00	1,018,890.00	17,100.00		4/15/2029	4.86%	$ 69,144.44	$ 54,498.76	$ 36,510.17	1111
Treasury	91282CJR3	US Treasury Note	3.75%	5/31/2024	1,200,000.00	1,154,629.02	(45,370.98)	1,197,516.00	42,886.98		12/31/2028	4.68%	$ 71,208.79	$ 59,398.06	$ 41,202.70	1006
FHLB	3130B1BT3	Gov. Agency Debenture	4.88%	7/2/2024	1,150,000.00	1,150,966.00	966.00	1,152,369.00	1,403.00		6/12/2026	4.82%	$ 75,372.92	$ 55,261.42	$ 41,712.48	73
Citibank	17325FBK3	Corporate Bond	4.84%	8/15/2024	1,250,000.00	1,263,062.50	13,062.50	1,266,512.50	3,450.00		7/6/2029	4.60%	$ 89,200.62	$ 50,520.38	$ 43,393.68	1193
FNMA	3135G05Y5	Gov. Agency Debenture	0.75%	9/10/2024	1,100,000.00	1,010,724.00	(89,276.00)	1,050,467.00	39,743.00		10/8/2027	3.56%	$ 8,891.67	$ 29,915.45	$ 27,975.54	556
US Treasury	91282CFL0	US Treasury Note	3.88%	12/3/2024	1,100,000.00	1,088,144.31	(11,855.69)	1,100,176.00	12,031.69		9/30/2029	4.12%	$ 56,442.99	$ 25,813.46	$ 33,841.57	1279
FHLB	3130ATUT2	Gov. Agency Debenture	4.50%	2/12/2025	505,000.00	508,253.21	3,253.21	515,594.90	7,341.69		12/14/2029	4.35%	$ 19,063.75	$ 8,337.70	$ 16,554.57	1354
FFCB	3133ER5X5	Gov. Agency Debenture	3.88%	3/12/2025	1,000,000.00	998,480.00	(1,520.00)	999,650.00	1,170.00		3/7/2028	3.93%	$ 38,211.81	$ 11,831.34	$ 29,470.78	707
Treasury	91282CJF9	US Treasury Note	4.88%	3/31/2025	1,100,000.00	1,130,167.75	30,167.75	1,127,973.00	(2,194.75)		10/31/2028	4.04%	$ 31,256.56	$ 11,273.90	$ 33,945.58	945
State Street Corp	857477CD3	Corporate Bond	5.27%	4/30/2025	800,000.00	811,184.00	11,184.00	802,480.00	(8,704.00)		8/3/2026	4.04%	$ 31,983.47	$ 5,565.50	$ 24,999.11	125
Freddie Mac	3134HAW33	Gov. Agency Debenture	4.75%	4/30/2025	1,000,000.00	1,005,644.00	5,644.00	999,230.00	(6,414.00)		12/18/2029	4.23%	$ 30,743.07	$ 7,735.00	$ 34,744.09	1358
US Treasury	91282CNG2	US Treasury Note	4.00%	6/30/2025	660,000.00	665,184.24	5,184.24	662,323.20	(2,861.04)		5/31/2030	3.82%	$ 11,036.08	$ -	$ 19,027.17	1522
US Treasury	91282CMG3	US Treasury Note	4.25%	8/4/2025	825,000.00	842,308.43	17,308.43	835,444.50	(6,863.93)		1/31/2030	3.74%	$ 17,150.14	$ -	$ 20,437.88	1402
US Treasury	91282CMA6	US Treasury Note	4.13%	8/25/2025	1,200,000.00	1,218,847.77	18,847.77	1,209,984.00	(8,863.77)		11/30/2029	3.72%	$ 13,118.86	$ -	$ 26,927.15	1340
US Treasury	91282CHR5	US Treasury Note	4.00%	9/23/2025	950,000.00	967,036.38	17,036.38	953,078.00	(13,958.38)		7/31/2030	3.59%	$ 13,423.92	$ -	$ 17,859.63	1583
US Treasury	91282CGQ8	US Treasury Note	4.00%	10/3/2025	1,000,000.00	1,013,362.72	13,362.72	1,003,830.00	(9,532.72)		2/28/2030	3.67%	$ 16,353.59	$ -	$ 18,129.85	1430
State Street Corp	857477DB6	Corporate Bond	4.83%	11/10/2025	580,000.00	596,535.80	16,535.80	589,082.80	(7,453.00)	1,246.09	4/24/2030	4.13%	$ (1,246.09)	$ -	$ 9,396.89	1485
US Treasury	91282CKA8	US Treasury Note	4.13%	12/17/2025	1,150,000.00	1,157,775.34	7,775.34	1,153,599.50	(4,175.84)		2/15/2027	3.52%	$ 7,734.37	$ -	$ 11,613.77	321
US Treasury	91282CHW4	US Treasury Note	4.13%	12/17/2025	1,150,000.00	1,170,308.54	20,308.54	1,158,935.50	(11,373.04)		8/31/2030	3.71%	$ 9,566.13	$ -	$ 12,287.05	1614
US Treasury	91282CHZ7	US Treasury Note	4.63%	1/13/2026	1,050,000.00	1,089,087.89	39,087.89	1,079,820.00	(9,267.89)		9/30/2030	3.75%	$ 10,272.84	$ -	$ 8,495.84	1644
Morgan Stanley Pvt Bank	61776NU43	Corporate Bond	4.21%	2/26/2026	1,250,000.00	1,254,137.50	4,137.50	1,237,137.50	(17,000.00)	3,510.83	2/8/2029	4.09%	$ (3,510.83)	$ -	$ 4,634.61	1045
John Deere Capital Corp	24422EXN4	Corporate Bond	4.90%	3/17/2026	1,000,000.00	1,024,660.00	24,660.00	1,020,670.00	(3,990.00)	1,361.11	3/7/2031	4.34%	$ (1,361.11)	$ -	$ 1,689.34	1802
Subtotal					$ 53,231,000.00	$ 52,414,028.05	$ (816,971.95)	$ 53,281,469.17	$ 867,441.12	$ 6,118.03			$ 3,177,870.61	$ 2,762,140.79	$ 1,531,106.53	
BNY MM		Money Market				1,128,226.86		1,128,226.86	0.00			0.00%				1
LAIF		State Investment Pool				17,605,206.08		17,604,868.61	(337.47)			3.83%			372,445.04	1
						71,147,460.99		**$72,014,564.64**	**$867,103.65**	**$6,118.03**			$ 3,177,870.61	$ 2,762,140.79	$ 1,903,551.57	
Matured Assets																
US Treasury	91282CAB7	US Treasury Note	0.25%	11/15/2023	675,000.00	623,900.39	(51,099.61)				7/31/2025	4.92%	$ 2,884.34	$ 51,302.62	$ 2,681.92	
FHLB	3135G05X7	Gov. Agency Debenture	0.38%	6/10/2022	1,200,000.00	1,102,952.40	(97,047.60)				8/25/2025	3.04%	$ 14,437.50	$ 106,169.42	$ 5,327.50	
FFCB	3133ENP95	Gov. Agency Debenture	4.25%	9/30/2022	900,000.00	900,939.60	939.60				9/30/2025	4.14%	$ 114,750.00	$ 104,352.97	$ 9,562.22	
Freddie Mac	3137EAEX3	Gov. Agency Debenture	0.38%	5/1/2023	750,000.00	689,032.50	(60,967.50)				9/23/2025	3.97%	$ 6,734.37	$ 61,146.74	$ 6,570.76	
FannieMae	3135G06G3	Gov. Agency Debenture	0.50%	7/14/2023	500,000.00	455,157.00	(44,843.00)				11/7/2025	4.63%	$ 5,784.72	$ 42,871.33	$ 7,773.04	
US Treasury	91282CGA3	US Treasury Note	4.00%	6/20/2023	2,100,000.00	2,080,558.59	(19,441.41)				12/15/2025	4.40%	$ 208,852.46	$ 186,379.78	$ 42,256.15	
American Honda	02665WEY3	Corporate Bond	4.95%	6/27/2024	1,000,000.00	995,640.00	(4,360.00)				1/9/2026	5.25%	$ 51,287.50	$ 52,766.88	$ 26,383.44	
Pepsico Inc	713448DF2	Corporate Bond	2.85%	10/16/2023	1,000,000.00	947,570.00	(52,430.00)				2/24/2026	5.24%	$ 67,133.33	$ 86,538.35	$ 33,198.50	
FHLB	3130AXB31	Gov. Agency Debenture	4.88%	2/27/2024	1,000,000.00	1,003,060.00	3,060.00				3/13/2026	4.72%	$ 100,479.17	$ 63,303.13	$ 33,140.29	
US Treasury	91282CBT7	US Treasury Note	0.75%	9/30/2022	800,000.00	712,565.18	(87,434.82)				3/31/2026	4.14%	$ 21,000.00	$ 85,193.12	$ 23,249.92	
Total Investments "Matured"															$ 190,143.75	
Total Interest FY 24_25 Matured and Current															$ 2,093,695.32	

Maturity Profile

	Amount	Percent
0-1 year	$ 30,537,282.42	43%
1-2 years	$15,994,034.96	22%
2-3 years	$11,161,917.82	16%
3-5 years	$ 13,454,225.79	19%
	$71,147,460.99	100%

Town of Los Gatos
Investment Transaction Detail
March 31, 2026

Date	Cusip/Id	Description	Transaction Type	Trade Date	Settlement Date	Par	Coupon	Maturity Date	Price	Principal	Interest	Transaction Total
3/2/2026	3133EPUW3	FEDERAL FARM CREDIT BANK 4.75% 01SEP2026	BOND INTEREST	3/1/2026	3/1/2026	1,000,000.00	4.750%	9/1/2026	-	-	23,750.00	23,750.00
3/2/2026	194162AR4	COLGATE-PALMOLIVE CO 4.6% 01MAR2028 (CALLABLE 01FEB28)	BOND INTEREST	3/1/2026	3/1/2026	500,000.00	4.600%	3/1/2028	-	-	11,500.00	11,500.00
3/3/2026	Cash-USD	Cash-USD	SHORT TERM INVESTMENT FUND INCOME	3/3/2026	3/3/2026	764.01	0.000%		100.00	-	-	764.01
3/9/2026	3133ER5X5	FEDERAL FARM CREDIT BANK 3.875% 07MAR2028	BOND INTEREST	3/7/2026	3/7/2026	1,000,000.00	3.875%	3/7/2028	-	-	19,375.00	19,375.00
3/12/2026	037833DB3	APPLE INC 2.9% 12SEP2027 (CALLABLE 12JUN27)	BOND INTEREST	3/12/2026	3/12/2026	1,300,000.00	2.900%	9/12/2027	-	-	18,850.00	18,850.00
3/13/2026	3130AXB31	FEDERAL HOME LOAN BANK 4.875% 13MAR2026	REDEMPTION	3/13/2026	3/13/2026	1,000,000.00	0.000%	3/13/2026	100.00	1,000,000.00	-	1,000,000.00
3/13/2026	3130AXB31	FEDERAL HOME LOAN BANK 4.875% 13MAR2026	BOND INTEREST	3/13/2026	3/13/2026	1,000,000.00	0.000%	3/13/2026	-	-	24,375.00	24,375.00
3/17/2026	24422EXN4	JOHN DEERE CAPITAL CORP 4.9% 07MAR2031	PURCHASE	3/16/2026	3/17/2026	1,000,000.00	4.900%	3/7/2031	102.47	1,024,660.00	1,361.11	1,026,021.11
3/20/2026	3133EP5U5	FEDERAL FARM CREDIT BANK 4.125% 20MAR2029	BOND INTEREST	3/20/2026	3/20/2026	1,700,000.00	4.125%	3/20/2029	-	-	35,062.50	35,062.50
3/24/2026	3135G0Q22	FANNIE MAE 1.875% 24SEP2026	BOND INTEREST	3/24/2026	3/24/2026	900,000.00	1.875%	9/24/2026	-	-	8,437.50	8,437.50
3/31/2026	91282CBT7	USA TREASURY 0.75% 31MAR2026	REDEMPTION	3/31/2026	3/31/2026	800,000.00	0.000%	3/31/2026	100.00	800,000.00	-	800,000.00
3/31/2026	91282CEF4	USA TREASURY 2.5% 31MAR2027	BOND INTEREST	3/31/2026	3/31/2026	1,500,000.00	2.500%	3/31/2027	-	-	18,750.00	18,750.00
3/31/2026	91282CHZ7	USA TREASURY 4.625% 30SEP2030	BOND INTEREST	3/31/2026	3/31/2026	1,050,000.00	4.625%	9/30/2030	-	-	24,281.25	24,281.25
3/31/2026	91282CBT7	USA TREASURY 0.75% 31MAR2026	BOND INTEREST	3/31/2026	3/31/2026	800,000.00	0.000%	3/31/2026	-	-	3,000.00	3,000.00
3/31/2026	91282CFL0	USA TREASURY 3.875% 30SEP2029	BOND INTEREST	3/31/2026	3/31/2026	1,100,000.00	3.875%	9/30/2029	-	-	21,312.50	21,312.50

TOWN OF LOS GATOS, CA

Insight ESG ratings as of March 31, 2026

CUSIP	Security description	Maturity date	Par/Shares	Total market value ($)	S&P rating	Moody's rating	Insight ESG rating	Environment	Social	Governance
02665WED9	AMERICAN HONDA FINANCE 4.7% 12JAN2028	1/12/2028	600,000	607,262	BBB+	A3	3	2	4	3
037833DB3	APPLE INC 2.9% 12SEP2027 (CALLABLE 12JUN27)	9/12/2027	1,300,000	1,283,209	AA+	Aaa	5	2	5	5
17275RBR2	CISCO SYSTEMS INC 4.85% 26FEB2029 (CALLABLE 26JAN29)	2/26/2029	1,000,000	1,023,028	AA-	A1	2	1	3	3
17325FBK3	CITIBANK NA 4.838% 06AUG2029 (CALLABLE 06JUL29)	8/6/2029	1,250,000	1,275,872	A+	Aa3	3	1	2	4
194162AR4	COLGATE-PALMOLIVE CO 4.6% 01MAR2028 (CALLABLE 01FEB28)	3/1/2028	500,000	508,616	A+	Aa3	3	3	3	2
24422EXN4	JOHN DEERE CAPITAL CORP 4.9% 07MAR2031	3/7/2031	1,000,000	1,024,092	A	A1	2	1	3	3
437076CW0	HOME DEPOT INC 4.9% 15APR2029 (CALLABLE 15MAR29)	4/15/2029	1,000,000	1,041,559	A	A2	3	3	3	3
437076BM3	HOME DEPOT INC 3% 01APR2026 CALLABLE	4/1/2026	1,000,000	1,015,000	A	A2	3	3	3	3
46625HRS1	JPMORGAN CHASE & CO 3.2% 15JUN2026 (CALLABLE 30APR26)	6/15/2026	500,000	503,945	A	A1	3	2	3	5
46647PDG8	JPMORGAN CHASE & CO 4.851% 25JUL2028 (CALLABLE 25JUL27)	7/25/2028	1,400,000	1,419,341	A	A1	3	2	3	5
61776NU43	MORGAN STANLEY PVT BANK 4.213% 08FEB2030 (CALLABLE 08FEB29)	2/8/2030	1,250,000	1,245,973	A+	Aa3	3	1	3	4
69353RFJ2	PNC BANK NA 3.25% 22JAN2028 (CALLABLE 23DEC27)	1/22/2028	1,000,000	990,233	A	A2	3	3	3	2
857477CD3	STATE STREET CORP 5.272% 03AUG2026 (CALLABLE 03JUL26)	8/3/2026	800,000	809,439	A	Aa3	1	1	2	2
857477DB6	STATE STREET CORP 4.834% 24APR2030 (CALLABLE 24MAR30)	4/24/2030	580,000	601,352	A	Aa3	1	1	2	2
89236TKL8	TOYOTA MOTOR CREDIT CORP 5.45% 10NOV2027	11/10/2027	1,600,000	1,665,450	A+	A1	3	1	3	4
91159HJF8	US BANCORP 4.548% 22JUL2028 (CALLABLE 22JUL27)	7/22/2028	1,000,000	1,009,615	A	A3	3	2	3	3
Total Corporate / weighted average			**15,780,000**	**16,023,986**			**3**	**2**	**3**	**3**

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

Fund Schedule

Fund Number	Fund Description	Prior Year Carryforward 7/1/2025*	Increase/ (Decrease) July-February	March 2026				Estimated Fund Balance 3/31/2026*
				Current Revenue	Current Expenditure	Transfer In	Transfer Out	
	GENERAL FUND							
	Non-Spendable:							
	Loans Receivable	159,000	-	-	-	-	-	159,000
	Restricted Fund Balances:							
	Pension	3,090,731	-	-	-	-	-	3,090,731
	Land Held for Resale	-	-	-	-	-	-	-
	Committed Fund Balances:							
	Budget Stabilization	7,870,639	-	-	-	-	-	7,870,639
	Catastrophic	7,870,639	-	-	-	-	-	7,870,639
	Pension/OPEB	1,300,000	-	-	-	-	-	1,300,000
	Measure G District Sales Tax	-	-	-	-	-	-	-
	Assigned Fund Balances:							
	Open Space	410,000	-	-	-	-	-	410,000
	Sustainability	140,553	-	-	-	-	-	140,553
	Capital/Special Projects	1,983,271	-	-	-	-	-	1,983,271
	Carryover Encumbrances	6,367	-	-	-	-	-	6,367
	Compensated Absences	1,519,243	-	-	-	-	-	1,519,243
	ERAF Risk Reserve	-	-	-	-	-	-	-
	Market Fluctuations	1,201,824	-	-	-	-	-	1,201,824
	Council Priorities - Economic Recovery	-	-	-	-	-	-	-
	Unassigned Fund Balances:							
111	Other Unassigned Fund Balance Reserve (Pre YE distribution)	10,211,049	(2,094,718)	5,515,793	(4,580,522)	-	-	9,051,602
	General Fund Total	35,763,316	(2,094,718)	5,515,793	(4,580,522)	-	-	34,603,869

* Interfund transfers to be performed as part of the fiscal year end closing entries.

Fund Schedule

Fund Number	Fund Description	Prior Year Carryforward 7/1/2025*	Increase/ (Decrease) July-February	March 2026				Estimated Fund Balance 3/31/2026*
				Current Revenue	Current Expenditure	Transfer In	Transfer Out	
	SPECIAL REVENUE							
211/212	CDBG	166,653	-	-	-	-	-	166,653
222	Urban Runoff (NPDES)	664,168	2,135	13,641	(11,198)	-	-	668,746
231-236	Landscape & Lighting Districts	193,606	2,097	-	(2,792)	-	-	192,911
251	Los Gatos Theatre	381,120	144,950	13,251	(1,201)	-	-	538,120
261-264,269	Library Trusts	559,745	46,550	-	(3,763)	-	-	602,532
	Special Revenue Total	1,965,292	195,732	26,892	(18,954)	-	-	2,168,962
	CAPITAL PROJECTS							
411	GFAR - General Fund Appropriated Reserve	16,974,946	1,097,160	94,649	(236,292)	-	-	17,930,463
412	Community Center Development	819,604	-	-	-	-	-	819,604
421	Grant Funded Projects	(1,577,430)	1,076,469	628,098	(8,625)	-	-	118,512
461-463	Storm Basin Projects	2,825,234	78,065	30,460	-	-	-	2,933,759
471	Traffic Mitigation Projects	676,482	-	-	-	-	-	676,482
472	Utility Undergrounding Projects	3,763,913	20,490	-	-	-	-	3,784,403
481	Gas Tax Projects	2,130,548	75,793	144,018	-	-	-	2,350,359
	Capital Projects Total	25,613,297	2,347,977	897,225	(244,917)	-	-	28,613,582
	INTERNAL SERVICE FUNDS							
611	Town General Liability	208,746	(739,671)	-	(17,155)	-	-	(548,080)
612	Workers Compensation	1,259,972	(34,369)	33,043	(5,378)	-	-	1,253,268
621	Information Technology	2,585,103	(406,876)	170,818	(46,246)	-	-	2,302,799
631	Vehicle & Equipment Replacement	3,890,428	428,448	291,886	-	-	-	4,610,762
633	Facility Maintenance	820,099	(104,412)	296,079	(154,445)	-	-	857,321
	Internal Service Funds Total	8,764,348	(856,880)	791,826	(223,224)	-	-	8,476,070
	Trust/Agency							
942	RDA Successor Agency	(3,037,146)	(1,736,125)	-	(155)	-	-	(4,773,426)
	Trust/Agency Fund Total	(3,037,146)	(1,736,125)	-	(155)	-	-	(4,773,426)
	Total Town	**69,069,107**	**(2,144,014)**	**7,231,736**	**(5,067,772)**	**-**	**-**	**69,089,057**

* Interfund transfers to be performed as part of the fiscal year end closing entries.

Deposit Accounts of Interest:

111-23541 General Plan Update deposit account balance $620,481.82

111-23521 BMP Housing deposit account balance $3,723,190.79

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 05/19/2026
ITEM NO: 4

DATE: May 19, 2026

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Town Manager to Accept the Donation of an Automated External Defibrillator and an Outdoor SaveStation® Cabinet from the Kyle J. Taylor Foundation, and Authorize the Town Manager to Sign the Acknowledgement Form Provided by the Donor**

RECOMMENDATION: Authorize the Town Manager to accept the donation of an Automated External Defibrillator (AED) and an outdoor SaveStation® cabinet from the Kyle J. Taylor Foundation and authorize the Town Manager to sign the acknowledgement form provided by the donor (Attachment 1).

FISCAL IMPACT:

The donation has no direct acquisition cost to the Town. Ongoing costs are limited to staff time for monthly inspections and periodic replacement of AED pads and batteries, which are expected to be absorbed within the adopted Parks and Public Works Park Services operating budget (1115301-61214). Staff spends approximately 0.25 hours annually on each of the 10 AEDs currently owned by the Town.

STRATEGIC PRIORITY:

This item does not directly address a Strategic Priority; however, it aligns with the Core Goal of Public Safety. This will add another AED in a highly used park making it a valuable asset to the Town.

PREPARED BY: Tyler Thomas
Superintendent

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Administrative Services Director

BACKGROUND:

The Kyle J. Taylor Foundation (Foundation) is a Los Gatos based organization that was formed following the death of 18-year-old Kyle John Taylor in 2018. Mr. Taylor was a graduate of Leigh High School who passed away from Sudden Cardiac Arrest (SCA) while in college despite appearing healthy. The mission of the Foundation is to raise awareness about youth SCA, advocate for more widespread screening, and improve access to AED devices. While Mayor Moore has been affiliated with this Foundation, the Mayor had no involvement in the evaluation of this donation.

On April 2, 2024, the Town Council accepted the donation of two AED units from the Foundation. These are now installed and operating at Creekside Sports Park and at Balzer Little League Field.

The Town currently owns and maintains ten AED devices, located inside buildings and parks. This donation would provide another AED that will be added to Plaza Park. This would bring the Town's total to eleven AED's between our parks and facilities.

DISCUSSION:

The Foundation approached the Town of Los Gatos to offer a donation of an AED and Save Station at one location in Plaza Park. The donation would include one defibrillator and one SaveStation® cabinet for its housing and is valued at $10,762. Attachment 1 is a letter that, for the Town Manager to sign, if authorized, that would acknowledge acceptance of the donation.

The SaveStation® system provides a cabinet intended to house AEDs in an outdoor environment where they can be protected from the elements with remote monitoring to notify staff if the cabinet has been opened. Opening the box also results in an audible alarm for both notification and to deter potential vandalism.

After installation, staff believe the ongoing maintenance requirements of the donation can be met using existing staff resources.

Town Council Policy 2-17 (Attachment 2) states that acceptance or rejection of donations are considered based on specific criteria as outlined below:

- Purpose of the donation.
- Community or municipal need for the donation.
- Compatibility of the donation with Los Gatos Municipal Code, policies, programs, and other applicable laws.
- Timeliness of the donation as it relates to implementation.
- Level of benefit and financial impact to the Town.

Staff believe these criteria are met with this donation. The ongoing maintenance of AEDs includes periodic inspections and replacement of pads. The AED would be placed on the existing bus shelter building at the park, providing a convenient and visible location.

CONCLUSION:

Staff recommends that the Town Council authorize acceptance of the donation and authorize the Town Manager to execute the Donor Acknowledgement Letter. Once installed, these units will improve the safety of the Los Gatos community.

COORDINATION:

This report was coordinated with the Town Manager's Office, Town Attorney's Office, and Administrative Services.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:
1. Donor Acknowledgement Letter
2. Council Policy 2-17

April 21, 2026

Town of Los Gatos Parks & Recreation
110 E. Main St.
Los Gatos, CA 95030

The Kyle J. Taylor Foundation is pleased to fund for the Town of Los Gatos a new Automated External Defibrillator (AED) and outdoor SaveStation cabinet for Los Gatos Town Plaza Park

The Kyle J. Taylor Foundation is funding:

- One Defibtech AED
- One SaveStation wall mounted outdoor cabinet

Please understand that the Kyle J. Taylor Foundation has no involvement with the manufacture or maintenance of the AEDs, and, aside from this donation and others, we have no business or financial relationship with SaveStation. Our involvement is limited to our hope the AEDs we help fund will save lives.

While we are providing the funding, your organization will own the AED and cabinet. When your organization takes possession of the AED and cabinet, it assumes all management and maintenance responsibility. It is critical to have ongoing management/maintenance to ensure the AED is always ready for an emergency situation. Should you choose not to maintain the device or to use it anymore, we ask that you promptly donate it to the Kyle J. Taylor Foundation.

By accepting this donation, you agree to:

- Register the AED with RescueStat, and your local EMS
- Assure the AED will be accessible, properly stored and properly maintained.
- Inform the Kyle J. Taylor Foundation if the AED was used in an emergency.
- Inform the Kyle J. Taylor Foundation if your contact person changes.
- Promote the donation and the Kyle J. Taylor Foundation though social media, newsletter, etc.
- Permit the Kyle J. Taylor Foundation to publicize this donation in social and other media.
- Take all actions needed to maintain and in force any indemnification protections SaveStation provide to you.
- In the event of a personal injury claim based on the AED, you will seek recourse and/or indemnification from SaveStation, Defibtech or such other person or entity

as may be responsible, and not see damages, other recourse, and/or indemnification from the Kyle J. Taylor Foundation

- If the Town of Los Gatos no longer chooses to keep or maintain the AED/SaveStation cabinet, promptly donate the AED/SaveStation to Kyle J. Taylor Foundation

Thank you for joining the Kyle J. Taylor Foundation in our mission to protect young hearts.

Please sign this letter, keep a copy for your organization's records and return a signed copy to the Kyle J. Taylor Foundation by email jennifer@kylejtaylor.org

Sincerely,



Jennifer Sarmento
Mom/Executive Director
Kyle J. Taylor Foundation
kylejtaylor.org

The undersigned hereby represents that, as it's _____ s/he is authorized to sign this agreement on behalf of the Town of Los Gatos and, in that capacity, agrees to the conditions outlined in this letter.

Town of Los Gatos

Signature: _____

Print Name: _____

Title: _____

Date: _____

TOWN OF LOS GATOS CALIFORNIA

COUNCIL POLICY MANUAL

Small Town Service *Community Stewardship* *Future Focus*

Title: Solicitation and Donation Policy	**Policy Number: 2-17**
Effective Date: 10/6/15	**Pages: 4**
Enabling Actions:	**Revised Date: 08/01/2023**
Approved:	

PURPOSE

The purpose of this policy is to effect Town donations and solicitations in a manner that complies with both the letter and spirit of California ethics laws and, within that that framework, to expand the potential for community donations by establishing a mechanism by which individuals and organizations may be more readily advised of donation opportunities.

SOLICITATION GUIDELINES

Targeted Solicitation

Targeted solicitation is defined as the direct petition or contact of specific individuals, companies, foundations or other entities initiated by the Town Council and other elected officials, Council advisory bodies, and Town employees herein called "Town Officials" for the purpose of receiving goods, services, or other contributions for the Town. Targeted solicitation excludes the direct petition for government, private, or non-profit grants for Council-approved programs, projects, and services. Unless prior approval has been given by the Council, Town Officials shall not engage in targeted solicitation activities on behalf of the Town.

BROAD OUTREACH GUIDELINES

Broad Outreach

Broad outreach is defined as the process of informing a broad spectrum of individuals, companies, foundations, non-profit organizations, or other entities of donation opportunities through various communication vehicles, including but not limited to written, electronic, or internet-related publications, flyers, brochures, news releases, and television or radio announcements. Broad outreach is permitted by the Town Manager or designee subject to the guidelines provided in this policy.

The following broad outreach guidelines apply when communicating a Town need for goods, services, or other contributions:

- Broad outreach must relate to a Town Council-approved purpose, service, project, or program.
- Broad outreach for goods, services, or other contributions should be made by using a variety of communication methodologies to ensure outreach to the entire community.
- Donations shall not be made under the guise, pretense, or presumption of receiving official Town endorsement or approval of the donating party, product, project, or activity.

PROCEDURE FOR ESTABLISHING COUNCIL APPROVED TOWN NEEDS

The Council shall direct the Town Manager to develop a list of recommended Town needs for donation opportunities, including but not limited to items related to the Town Council's Strategic Priorities, Town programs, and/or capital project needs. Council consideration and approval of the list of Town needs may occur as part of the annual operating and capital budget development process and can be amended by Council at any time.

DONATION ACCEPTANCE GUIDELINES

All goods, services, or other contributions offered by individuals, companies, foundations, non-profit organizations, or other entities will be considered for acceptance or rejection, including items offered for donation that are identified on a Council approved list of needs. The acceptance of all donations to the Town will be based on the following guidelines.

- Purpose of the donation.
- Community or municipal need for the donation.
- Compatibility of the donation with Los Gatos Municipal Code, policies, programs, and other applicable laws.
- Timeliness of the donation as it relates to implementation.
- Level of benefit and financial impact to the Town.

All donations should be reviewed by the Town Manager or designee in advance of acceptance to ensure consistency with established policy guidelines.

AUTHORITY TO ACCEPT DONATIONS

The authority to accept all donations is based on the market value of the donation as reasonably determined.

Donations $25,000 and Under

The Town Manager or designee is authorized to accept or reject all minor donations that have a market value equal to or less than $25,000.

Donations over $25,000

The Town Council shall consider and accept or reject all major donations that have a market value greater than $25,000.

Ongoing Annual Donations from 501(c)(3) Organizations dedicated to supporting specific Town Departments in Offering Community Services:

- Potential uses for donation funds will be discussed and agreed upon with the respective non-profit bodies, in accordance with the Council approved Solicitation and Donation Policy.
- Funds donated will be placed into accounts as designated by the Finance Director.
- The departments may expend donated funds once received and deposited into the appropriate account only for items identified on the Council approved Town of Los Gatos Donation Opportunities List of Town Needs, which is approved annually with the Town's operating budget.
- At the end of each fiscal year, a written listing of items purchased from these accounts, in accordance with the Donation Policy, shall be provided to the Town Manager and Town Council.

PROCEDURES FOR ACCEPTING MAJOR DONATIONS

For all major donations, a staff report, containing analysis based on the donation acceptance guidelines established in this policy, will be written to guide the Council when considering major donations. The report will also provide donation recognition alternatives for Council consideration should the donation be accepted. The Council will determine on a case by case basis if the donation should be accepted or rejected.

DONOR RECOGNITION GUIDELINES

Acceptance of donations shall be acknowledged by the Town. Donation recognition practices shall be implemented in a consistent manner and adhere to Town Municipal Code, all applicable laws, regulations, and policies. Recognition of donations will be determined by the Council or Town Manager and shall be consistent with acceptance requirements of this policy and the guidelines set forth below:

Donations accepted by the Town may be acknowledged through one or more of the forms of recognition as indicated below. Other forms of recognition may be approved by the Town Council via resolution if compelled by special circumstances which shall be specified in the resolution.

- Written and/or verbal recognition.
- Public recognition at Town Council meetings.
- Inclusion in Town public communication materials, such as electronic media and selected publications.

- Plaques.

Plaques may be used to commemorate donations accepted by the Town from persons, businesses, and organizations according to the following standards:

Plaques used for recognition purposes may be affixed to an appropriate Town facility, which includes, but is not limited to a building or any portion thereof, structure, equipment, furniture or natural asset. Plaques shall include the name(s) of the person(s) being recognized and applicable date, with standard wording limited to:

- The Town of Los Gatos recognizes and appreciates _____ [and his/her family] for [his/her/their] donation to [identify facility].
- The Town of Los Gatos recognizes and appreciates _____ [business or organization] for its donation to [identify facility].
- The Town of Los Gatos recognizes and appreciates _____ for [his/her/its] donation to [identify facility] in the name of _____.
- Or language acceptable to the Town Council.

The size of the plaque shall not exceed 8"x10," unless the number of donors exceeds the allowable space. For multiple donors, the names of the donors should be proportioned thereto, and the size of the plaque shall not exceed four (4) square feet. The location, materials, size and color of plaques shall be consistent with acceptance requirements of this policy or by Council on a case by case basis should special circumstances exist, which shall be specified in a resolution. Unless compelled by special circumstances and approved by the Town Council via resolution, Town facilities shall not be named after an individual, group, organization or business as a result of any donated good, service, or other contribution to the Town.

APPROVED AS TO FORM:

Gabrielle Whelan, Town Attorney

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 05/19/2026
ITEM NO: 5

DATE: May 19, 2026

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Town Manager to Execute a Five-Year Agreement for Services with Specialized Elevator Corp., DBA San Francisco Elevator Services LLC, with a Base Year Not-to-Exceed Amount of $65,364 for FY 2026-27 and Subsequent Annual Adjustments Based on the Consumer Price Index (CPI).**

RECOMMENDATION: Authorize the Town Manager to execute a five-year Agreement for Services with Specialized Elevator Corp., dba San Francisco Elevator Services LLC, with a base year not-to-exceed amount of $65,364 for FY 2026-27 and subsequent annual adjustments based on the Consumer Price Index (CPI).

FISCAL IMPACT:

The agreement provides a base year cost of $65,364 in FY 2026-27 for elevator maintenance services across six elevators at Town facilities, plus annual CPI adjustments in future years. Funding for FY 2026-27 is included in the proposed Operating Budget within the Facilities Maintenance program (6335423-63353). Funding for subsequent fiscal years will be subject to Town Council approval through the annual budget process.

STRATEGIC PRIORITY:

This item does not directly address a Strategic Priority; however, it aligns with the Core Goal of Quality Public Infrastructure**.** This maintenance Agreement for Services will support safe and functional elevator operation in four of the Town's facilities, most visited by the public.

BACKGROUND:

The Town is responsible for ongoing inspection and preventive maintenance of six elevators in

PREPARED BY: Dan Keller
Fleet & Facilities Operations Manager

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Administrative Services Director

Town owned facilities, most of which are accessed by the public. These facilities include the Adult Recreation Center, Library (two elevators), Theatre, and New Museum of Los Gatos (NUMU) (two elevators). Elevator operation is governed by Title 8 of the State of California code**.**

Elevator maintenance has been a contracted service for the Town for a number of years, with the current agreement expiring in June 2026. The number of town owned elevators has doubled from three to six since the construction of the Library in 2012 and the addition of the Theatre to the Town's facility inventory in 2022.

DISCUSSION:

On April 6, 2026, Parks and Public Works staff released a Request for Proposal (RFP) for Elevator Maintenance Services. The RFP closed on April 17, 2026. The RFP process was used per Section IX of the Town of Los Gatos Purchasing Policy, which outlines procedures for procurement of goods and services. The elevator maintenance work requires specialized skills and licensing that must be factored into the selection, along with cost.

A total of 180 vendors viewed the RFP, 15 downloaded it for further consideration, and three submitted proposals. Specialized Elevator Corp., dba San Francisco Elevator Services LLC, was deemed a qualified contractor by Town Staff. Based on the RFP evaluation criteria: Technical qualifications, regulatory experience with the State, and cost, this firm had the highest evaluation score.

The scope of work includes monthly services, including lubrication and inspection services, testing of safety devices, cleaning of pits and machine areas as needed, door operator inspection and adjustment, corrections and estimates as needed for safe and functional operation, and support with State of California inspections.

CONCLUSION:

Execution of this agreement will ensure the continued safe and effective maintenance and operations of the Town's elevators. To that end staff is requesting that the Town Manager be authorized to execute the proposed agreement.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:
1. Agreement for Services

AGREEMENT FOR SERVICES

Elevator Maintenance Services

PREAMBLE

THIS AGREEMENT is by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Specialized Elevator Corp. dba San Francisco Elevator Services, LLC ("Contractor"), a Limited Liability Company and whose address is 6509 Sierra Lane, Dublin, CA 94568. This Agreement is made with reference to the following facts.

I. RECITALS

A. Town sought quotations for the services described in this Agreement, and the Contractor was the lowest cost Contractor.

B. Contractor represents and affirms that it is willing to perform the desired work pursuant to this Agreement.

C. Town desires to engage Contractor to provide inspection and maintenance services for the Town's elevators.

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

II. AGREEMENT

A. Scope of Services. Contractor shall provide services as described in the Scope of Services, which is hereby incorporated by reference and attached as Exhibit A.

B. Term. The term of this Agreement shall be from July 1, 2026 to Monday, June 30, 2031.

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

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

E. Information/Report Handling. All documents furnished to the Contractor by the Town and all reports and supportive data prepared by the Contractor under this Agreement are the Town's property and shall be delivered to the Town upon the completion of services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by the Contractor in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Contractor shall not make any of these documents or information available to any individual or organization not employed by the Contractor or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Contractor 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 Contractor in connection with other projects shall be solely at Town's risk, unless Contractor expressly

consents to such use in writing. Town further agrees that it will not appropriate any methodology or t of Contractor which is and has been confirmed in writing by Contractor to be a trade secret of the Contractor.

F. Compensation: Compensation for services for year One **shall not exceed $65,364.00** at the rates set forth in Exhibit A. Compensation for future years will be the year one base cost of $65,364.00 adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco-Oakland-San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year. If the CPI indicates a downward adjustment, compensation will remain at the base amount. Compensation for services is inclusive of all costs subject to appropriation of funds, notwithstanding any other provision in this agreement. Payment shall be based upon Town approval of each task. Payment shall be adjusted upward annually for the remaining term of this agreement by the change, if any.

G. Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:
Invoices: Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655
Email (preferred): AP@losgatosca.gov

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

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

J. Independent Contractor. It is understood that the Contractor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Contractor 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. Contractor agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Contractor 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 Contractor or is based on allegations of Contractor's negligent performance or wrongdoing.

K. Conflict of Interest. Contractor understands that its professional responsibilities are solely to the Town. Contractor has and shall not obtain any holding or interest within the Town of Los Gatos. Contractor 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, the Contractor 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. Contractor 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 Contractor discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Contractor shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

L. Non-Discrimination. Contractor warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither the Contractor 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

A. Minimum Scope of Insurance:

1. Contractor 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.

2. Contractor 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.

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

B. General Liability:

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

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

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

4. The Contractor'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.

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

D. Workers' Compensation. In addition to these policies, Contractor 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, Contractor shall ensure that all subcontractors employed by Contractor provide the required Workers' Compensation insurance for their respective employees. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars ($1,000,000) per accident for bodily injury or disease.

E. Indemnification. The Contractor shall indemnify the Town its elected and appointed officials, employees and agents from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by any act or omissions of the Contractor, or any of the Contractor's officers, employees, or agents or any subcontractor. Contractor shall defend the Town against any such claims.

IV. GENERAL TERMS

A. 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.

B. 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.

C. Mediation. Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties. In the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a blind draw. The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

D. Termination of Agreement. The Town and the Contractor shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of

termination, the Contractor shall deliver to the Town all plans, files, documents, reports, performed to the Contractor. In the event of such termination, Town shall pay Contractor 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.

E. Prevailing Wages. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over $1,000 which are defined as a "public work" by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.

1. The applicable California prevailing wage rate can be found at www.dir.ca.gov and are on file with the Town of Los Gatos Parks and Public Works Department, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime, 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 r 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)].
   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.

7. 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.
   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.

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

G. 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

   San Francisco Elevator Services, LLC
   6509 Sierra Lane, Dublin, CA 94568

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

H. 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.

I. Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and the Contractor. 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.

Attachments:

A - Scope of Services

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

TOWN OF LOS GATOS:

SIGNATURE

Chris Constantin

FULL NAME

Town Manager

TITLE

DATE SIGNED

SPECIALIZED ELEVATOR CORP. DBA SAN FRANCISCO ELEVATOR SERVICES LLC:

SIGNATURE

Donavan McKeever

VENDOR SIGNATORY'S FULL NAME

Chief Operating Officer

VENDOR SIGNATORY'S TITLE

DATE SIGNED

Approved as to form:

SIGNATURE

Gabrielle Whelan

FULL NAME

Town Attorney

TITLE

DATE SIGNED

The execution date is the date on which the last party has signed.

Exhibits List

A - Scope of Services

Exhibit A

Scope of Services

Town of Los Gatos
Parks and Public Works
Nicolle Burnham, Parks and Public Works Director
110 E. Main St, Los Gatos, CA 95030

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Annual Elevator Service	6 elevators	each	$3,584	$21,504
3	5-Year Svc: Hydraulic Elevator	1 elevator	each	$1,792	$1,792
4	5-Year Svc: Traction Elevator	1 elevator	each	$3,584	$3,584
5	Monthly Service cost	12 months	Monthly Cost	$1,950.00	$23,400
TOTAL					**$50, 280**
Unforeseen maintenance					**$15,084**
Grand Total					**$65,364**
*Certified Elevator Technician - Hourly Rate - $448.00					
*Certified Elevator Technician - Overtime Hourly Rate – $650.00					
*Administration - Hourly Rate = $100.00					

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 05/19/2026
ITEM NO: 6

DATE: May 19, 2026

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Town Manager to Execute a Construction Contract with O'Grady Paving Inc. in the Amount of $2,144,229.70 for the 2026 Street Repair and Resurfacing Project with Authority to Approve Construction Change Orders in an Amount Not to Exceed $214,422.97 (10% contingency); Authorize the Town Manager to Execute an Agreement for Professional Services with Ninyo and Moore for Materials Testing Services for a Total Agreement in an Amount Not to Exceed $27,290.00; Approve the Project Construction Plans and Specifications per Government Code 830.6 (Design Immunity); and Find the Project Categorically Exempt under Section 15301(c) of the California Environmental Quality Act.**

RECOMMENDATION: Staff recommends that the Town Council take the following actions regarding the 2026 Street Repair and Resurfacing Project (4818155, CIP No. 811-9901):

a. Authorize the Town Manager to execute a Construction Contract with O'Grady Paving Inc. in the amount of $2,144,229.70, with authority to approve construction change orders in an amount not to exceed $214,422.97 (10% contingency);
b. Authorize the Town Manager to execute an Agreement for Professional Services with Ninyo and Moore for Materials Testing Services for a total agreement in an amount not to exceed $27,290.00;
c. Approve the project construction plans and specifications per Government Code 830.6 (Design Immunity);
d. Find the project Categorically Exempt under Section 15301(c) of the California Environmental Quality Act.

PREPARED BY: Gary Heap
Town Engineer

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Administrative Services Director

FISCAL IMPACT:

The adopted 2025-26 Capital Improvement Program Budget includes funding for the 2026 Street Repair and Resurfacing Project. Sufficient funding is available to support the recommended actions associated with the Street Repair and Resurfacing Project, Project No. 4818155, CIP No. 811-9901, and no additional appropriation is required. A project fiscal summary table is included in the Discussion section of this report.

STRATEGIC PRIORITY:

This project supports the strategic priority to implement transportation demand management and traffic calming efforts to mitigate traffic congestion where possible, while ensuring safety for all users and making bicycle and pedestrian improvements. It also supports the core goal of Quality Public Infrastructure.

BACKGROUND:

The Town of Los Gatos has 112 centerline miles of streets. In 2025, the Town partnered with the Metropolitan Transportation Commission (MTC) to conduct a town wide visual street inspection as part of the Pavement Management Assistance Program (P-TAP 25). Inspectors assigned scores to each street and enter the results into a pavement management software program. The software models future street conditions based on budget scenarios. The projections help local jurisdictions make informed funding decisions regarding paving needs and funding. The pavement assessment scored the Pavement Condition Index (PCI) at 82, placing the Town's Street network in the 'Good' condition.
The goal of this annually funded project is to enhance safety for all travel modes and maintain roadway infrastructure and sustain the PCI at acceptable levels. It is important for the Town to perform annual street maintenance projects to improve the Town's roadways and prevent street pavement from deteriorating to more extensive and costly repair conditions. This year's project focuses on repair through milling and placing new hot mix asphalt overlay or resurfacing with micro-surfacing or rubber cape seal.

DISCUSSION:
The 2026 Street Repair and Resurfacing Project was advertised for bid on Friday, March 27, 2026. On April 15, 2026, bid packages were opened with seven contractors submitting bids. A summary of bid results is presented in Table 1, with O'Grady Paving Inc. as the apparent low bidder based on their base bid total. A detailed list of the bid summary is in Attachment 2.

Table 1. Bid Results for the 2026 Street Repair and Resurfacing Project (CIP No. 811-9901)

Contractor	Base Bid	Additive Alternate 1	Total
Engineer's Estimate	*$2,573,000.00*	*$130,000.00*	*$2,703,000.00*
O'Grady Paving Inc.	$1,885,860.70	$258,369.00	$2,144,229.70
G. Bortolotto & Company, Inc.	$1,936,130.50	$216,037.00	$2,152,167.50
MCK Services, Inc.	$1,950,276.50	$235,685.50	$2,185,962.00
Radius Earthwork Inc.	$2,147,665.45	$263,650.00	$2,411,315.45
QA Constructors	$2,155,715.00	$202,822.00	$2,358,537.00
Rapid Services LLC	$2,172,901.27	$229,773.10	$2,402,674.37
Joseph J. Albanese, Inc.	$2,224,544.50	$289,365.00	$2,513,909.50

Staff reviewed the bids received for responsiveness and responsibility. Based on this review, O'Grady Paving Inc. was determined to be the lowest responsive and responsible bidder. The proposed construction contract amount of $2,144,229.70 for the base bid and additive alternate 1 is within the approved project budget and consistent with the scope of work identified in the construction documents. The bid submitted by O'Grady Paving Inc. is approximately 20% below the Engineer's Estimate, indicating competitive pricing consistent with current market conditions.

Government Code 830.6 states that neither a public entity nor a public employee is liable under this chapter for an injury caused by the plan or design of a construction of, or an improvement to, public property where such plan or design has been approved in advance of the construction or improvement by the legislative body. Staff requests that the Town Council approve the construction plans for this project. Approval of the plans and specifications will provide design immunity pursuant to Government Code Section 830.6. The project construction plans are provided in Attachment 3.

The Town received proposals for materials testing to support this project. An agreement with Ninyo and Moore (Attachment 4) is proposed based on the quality of their proposal and ability to perform the work successfully. Ninyo and Moore were selected from the Town Council Approved On-Call List for Engineering and Design Services that was established by the Council on February 15, 2024. This on-call list was generated from a formal Request for Qualifications that was issued by Parks and Public Works in September of 2023.

Construction is anticipated to begin in June 2026 and be completed within approximately 80 calendar days. The project includes pavement rehabilitation and associated improvements at multiple locations throughout the Town, as detailed in the construction plans (Attachment 3).

SUBJECT: Authorize The Town Manager to Execute an Agreement with O'Grady Paving Inc. for Construction on the 2026 Street Repair and Resurfacing Project (CIP No. 811-9901)

DATE: May 19, 2026

FY2526 Annual Street Repair and Resurfacing		
CIP Project 811-9901		
4118155, 4118104, 4818155		
Budget		
GFAR	$	4,986,897
Gas Tax	$	3,357,170
Subtotal	**$**	**8,344,067**
Expenditures to Date including Encumbrances		
Project Design and Construction	$	1,735,801
Subtotal	**$**	**1,735,801**
Expenditures Recommended with this Staff Report		
Construction Contract - O'Grady	$	2,144,230
Services Contract - Ninyo and Moore	$	27,290
Subtotal	**$**	**2,171,520**
Contingency Recommended with this Staff Report		
Construction Contingency - 10%	$	214,423
Subtotal	**$**	**214,423**
Balance	**$**	**4,222,323**
(carries forward to next annual project)		

CONCLUSION:

Staff recommends the Town Council authorize the Town Manager to execute a public works contract with O'Grady Paving Inc. for the 2026 Street Repair and Resurfacing Project to perform roadway maintenance repairs within the Town; authorize the Town Manager to execute an agreement for professional services with Ninyo and Moore for materials testing services; approve the project construction plans and specifications per Government Code 830.6 (Design Immunity); and find the project categorically exempt under CEQA.

COORDINATION:

This project was coordinated with the Finance Department.

ENVIRONMENTAL ASSESSMENT:

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

SUBJECT: Authorize The Town Manager to Execute an Agreement with O'Grady Paving Inc. for Construction on the 2026 Street Repair and Resurfacing Project (CIP No. 811-9901)

DATE: May 19, 2026

Attachments:

1. Construction Agreement
2. Bid Summary
3. Construction Plans and Specifications
4. Agreement for Material Testing Services

CONSTRUCTION CONTRACT

2026 Annual Street Repair and Resurfacing

This public works contract ("Contract") is by and between Town of Los Gatos ("Town") and O'Grady Paving, Inc. ("Contractor"), for work on the 2026 Annual Street Repair and Resurfacing Project #25-811-9901 ("Project").

The parties agree as follows:

1. Award of Contract. In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. The Town has authorized award of this Contract to Contractor for the amount set forth in Section 4, below. Town has elected to include the following Project alternate(s) in the Contract: Additive Alternate 1.

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

2.1 Notice Inviting Bids;

2.2 Instructions to Bidders;

2.3 Addenda, if any;

2.4 Bid Proposal and attachments thereto;

2.5 Contract;

2.6 Payment and Performance Bonds;

2.7 General Conditions;

2.8 Special Conditions;

2.9 Project Plans and Specifications;

2.10 Change Orders, if any;

2.11 Notice of Potential Award;

2.12 Notice to Proceed; and

2.13 The following: No other documents

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

4. Payment. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, Town will pay Contractor $2,144,229.70 ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.

5. Time for Completion. Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within 80 calendar days from the start date set forth in the Notice to Proceed ("Contract Time"). below, Contractor expressly waives any claim for delayed early completion.

6. Liquidated Damages. As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, Town will assess liquidated damages in the amount of 7,000 per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from Town's payments due or to become due to Contractor under this Contract.

7. Labor Code Compliance.

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

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

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

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

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

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

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

Town:

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

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

Contractor:

O'Grady Paving, Inc.
2513 Wyandotte Street, Mountain View, CA 94043

Attn: Craig E. Young Vice President craig@ogradypaving.com (650) 966-1926

12. General Provisions.

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

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

12.3 Governing Law and Venue. This Contract will be governed by California law and venue will be in the Santa Clara County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Santa Clara County, California.

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

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

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

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

12. 8 Authorization. Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporations Code § 313.

[Signatures are on the following page.]

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

TOWN OF LOS GATOS:	CONTRACTOR: O'GRADY PAVING INC.
SIGNATURE	**CONTRACTOR SIGNATORY'S SIGNATURE**
Chris Constantin	Craig E. Young
FULL NAME	**CONTRACTOR SIGNATORY'S FULL NAME**
Town Manager	Vice President
TITLE	**CONTRACTOR SIGNATORY'S TITLE**
DATE SIGNED	**DATE SIGNED**

Approved as to form:

SIGNATURE
Gabrielle Whelan
FULL NAME
Town Attorney
TITLE
DATE SIGNED

The execution date is the date on which the last party has signed.

#25-811-9901 2026 Annual Street Repair and Resurfacing
Bid Opening: Wednesday, April 15, 2026 at 2 pm

				O'Grady Paving Inc.		G. Bortolotto & Company, Inc		MCK SERVICES, INC		Radius Earthwork Inc		QA Constructors		Rapid Services LLC		Joseph J. Albanese, Inc.	
Base Bid																	
Item	**Description**	**Quantity**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
1	Traffic Control	1	L.S.	$100,000.00	$100,000.00	$190,000.00	$190,000.00	$206,000.00	$206,000.00	$238,140.00	$238,140.00	$220,000.00	$220,000.00	$223,182.64	$223,182.64	$250,000.00	$250,000.00
2	Tree Trimming	1	L.S.	$5,000.00	$5,000.00	$500.00	$500.00	$7,500.00	$7,500.00	$5,250.00	$5,250.00	$3,000.00	$3,000.00	$5,072.87	$5,072.87	$8,000.00	$8,000.00
3	Adjust Sanitary Sewer Manhole to Grade	27	Ea.	$800.00	$21,600.00	$900.00	$24,300.00	$1,075.00	$29,025.00	$1,260.00	$34,020.00	$1,075.00	$29,025.00	$1,314.40	$35,488.80	$1,175.00	$31,725.00
4	Adjust Storm Manhole to Grade	15	Ea.	$800.00	$12,000.00	$900.00	$13,500.00	$1,075.00	$16,125.00	$1,260.00	$18,900.00	$1,075.00	$16,125.00	$1,314.40	$19,716.00	$1,175.00	$17,625.00
5	Adjust Survey Monument Cover to Grade	24	Ea.	$600.00	$14,400.00	$750.00	$18,000.00	$825.00	$19,800.00	$945.00	$22,680.00	$1,200.00	$28,800.00	$2,126.06	$51,025.44	$1,750.00	$42,000.00
6	Adjust Water Valve Cover to Grade (Revocable)	51	Ea.	$600.00	$30,600.00	$750.00	$38,250.00	$825.00	$42,075.00	$787.50	$40,162.50	$825.00	$42,075.00	$1,314.40	$67,034.40	$925.00	$47,175.00
7	Adjust Water Meter Box to Grade (Revocable)	5	Ea.	$600.00	$3,000.00	$900.00	$4,500.00	$1,075.00	$5,375.00	$787.50	$3,937.50	$1,075.00	$5,375.00	$1,314.40	$6,572.00	$1,175.00	$5,875.00
8	Adjust Gas Valve to Grade	6	Ea.	$600.00	$3,600.00	$850.00	$5,100.00	$825.00	$4,950.00	$945.00	$5,670.00	$1,200.00	$7,200.00	$1,314.40	$7,886.40	$925.00	$5,550.00
9	Adjust Sanitary Sewer Clean Out to Grade	4	Ea.	$600.00	$2,400.00	$850.00	$3,400.00	$1,075.00	$4,300.00	$735.00	$2,940.00	$1,075.00	$4,300.00	$1,314.39	$5,257.56	$1,175.00	$4,700.00
10	Adjust Vault to Grade (Ea.)	2	Ea.	$2,500.00	$5,000.00	$1,000.00	$2,000.00	$2,250.00	$4,500.00	$2,625.00	$5,250.00	$2,250.00	$4,500.00	$1,314.41	$2,628.82	$2,500.00	$5,000.00
11	Install New Monument Lid G5 Christy Box	3	Ea.	$1,000.00	$3,000.00	$800.00	$2,400.00	$200.00	$600.00	$735.00	$2,205.00	$200.00	$600.00	$2,126.05	$6,378.15	$225.00	$675.00
12	2" Hot Mix Asphalt (HMA) Overlay	3310	Ton	$140.00	$463,400.00	$135.00	$446,850.00	$149.50	$494,845.00	$155.78	$515,631.80	$170.00	$562,700.00	$163.92	$542,575.20	$152.00	$503,120.00
13	4" Hot Mix Asphalt (HMA) Overlay	380	Ton	$140.00	$53,200.00	$160.00	$60,800.00	$153.00	$58,140.00	$157.50	$59,850.00	$180.00	$68,400.00	$168.67	$64,094.60	$152.00	$57,760.00
14	Hot Mix Asphalt (HMA) Leveling Course	285	Ton	$239.00	$68,115.00	$190.00	$54,150.00	$180.00	$51,300.00	$157.50	$44,887.50	$188.00	$53,580.00	$187.34	$53,391.90	$290.00	$82,650.00
15	2" Depth Dig Outs	24200	S.F.	$3.40	$82,280.00	$3.07	$74,294.00	$3.25	$78,650.00	$5.09	$123,178.00	$4.00	$96,800.00	$4.30	$104,060.00	$4.65	$112,530.00
16	4" Depth Dig Outs	5000	S.F.	$7.00	$35,000.00	$6.50	$32,500.00	$7.15	$35,750.00	$7.88	$39,400.00	$9.00	$45,000.00	$8.58	$42,900.00	$9.00	$45,000.00
17	6' Wedge Grind	4200	L.F.	$4.50	$18,900.00	$5.70	$23,940.00	$3.10	$13,020.00	$4.20	$17,640.00	$4.83	$20,286.00	$2.33	$9,786.00	$5.25	$22,050.00
18	18' Wedge Grind	570	L.F.	$10.00	$5,700.00	$40.00	$22,800.00	$10.25	$5,842.50	$10.50	$5,985.00	$13.00	$7,410.00	$21.78	$12,414.60	$17.50	$9,975.00
19	Asphalt Removal-2" Depth	27150	S.Y.	$7.00	$190,050.00	$5.00	$135,750.00	$4.50	$122,175.00	$6.83	$185,434.50	$7.40	$200,910.00	$5.82	$158,013.00	$6.25	$169,687.50
20	Asphalt Removal-4" Depth	1700	S.Y.	$14.00	$23,800.00	$10.00	$17,000.00	$16.75	$28,475.00	$12.60	$21,420.00	$9.00	$15,300.00	$13.00	$22,100.00	$11.25	$19,125.00
21	Crack Sealing	1	L.S.	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$27,000.00	$27,000.00	$28,350.00	$28,350.00	$27,000.00	$27,000.00	$27,393.52	$27,393.52	$35,000.00	$35,000.00
22	Asphalt Rubber Cape Seal	6700	S.Y.	$25.00	$167,500.00	$23.30	$156,110.00	$23.04	$154,368.00	$24.19	$162,073.00	$23.04	$154,368.00	$23.38	$156,646.00	$27.00	$180,900.00
23	Micro Surfacing (Black Aggregate)	29300	S.Y.	$3.90	$114,270.00	$4.00	$117,200.00	$3.72	$108,996.00	$3.91	$114,563.00	$3.72	$108,996.00	$3.77	$110,461.00	$4.25	$124,525.00
24	Remove Existing Loops and Video Detection System	1	L.S.	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$1,800.00	$1,800.00	$4,205.25	$4,205.25	$1,800.00	$1,800.00	$4,063.37	$4,063.37	$5,000.00	$5,000.00
25	Furnish and Install New Video Detection Camera	4	Ea.	$18,000.00	$72,000.00	$17,500.00	$70,000.00	$19,475.00	$77,900.00	$17,949.75	$71,799.00	$19,475.00	$77,900.00	$17,344.16	$69,376.64	$18,000.00	$72,000.00
26	Pavement Marker and Striping Removal	1	L.S.	$13,000.00	$13,000.00	$30,550.00	$30,550.00	$29,050.00	$29,050.00	$30,502.50	$30,502.50	$29,050.00	$29,050.00	$33,328.79	$33,328.79	$25,000.00	$25,000.00
27	Detail 2 Striping-Thermoplastic	550	L.F.	$4.00	$2,200.00	$2.00	$1,100.00	$1.75	$962.50	$1.84	$1,012.00	$1.75	$962.50	$1.78	$979.00	$4.00	$2,200.00
28	Detail 9 Striping-Thermoplastic	570	L.F.	$5.50	$3,135.00	$2.00	$1,140.00	$1.75	$997.50	$1.84	$1,048.80	$1.75	$997.50	$1.78	$1,014.60	$6.00	$3,420.00
29	Detail 22 Striping-Thermoplastic	2500	L.F.	$10.00	$25,000.00	$4.50	$11,250.00	$4.00	$10,000.00	$4.20	$10,500.00	$4.00	$10,000.00	$4.06	$10,150.00	$10.00	$25,000.00
30	Detail 24 Striping-Thermoplastic	45	L.F.	$6.00	$270.00	$2.00	$90.00	$1.75	$78.75	$1.84	$82.80	$1.75	$78.75	$1.78	$80.10	$6.00	$270.00
31	Detail 27B Striping-Thermoplastic	115	L.F.	$6.00	$690.00	$2.00	$230.00	$1.75	$201.25	$1.84	$211.60	$1.75	$201.25	$1.78	$204.70	$6.00	$690.00
32	Detail 29 Striping-Thermoplastic	200	L.F.	$20.00	$4,000.00	$8.50	$1,700.00	$7.50	$1,500.00	$7.88	$1,576.00	$7.50	$1,500.00	$7.61	$1,522.00	$20.00	$4,000.00
33	Detail 38 Striping-Thermoplastic	890	L.F.	$8.00	$7,120.00	$3.00	$2,670.00	$2.50	$2,225.00	$2.63	$2,340.70	$2.50	$2,225.00	$2.54	$2,260.60	$9.00	$8,010.00
34	Detail 39 Striping-Thermoplastic	520	L.F.	$6.00	$3,120.00	$2.00	$1,040.00	$1.75	$910.00	$1.84	$956.80	$1.75	$910.00	$1.78	$925.60	$6.00	$3,120.00
35	12" Limit Line (Stop Line) (White)-Thermoplastic	530	L.F.	$8.00	$4,240.00	$7.50	$3,975.00	$7.00	$3,710.00	$7.35	$3,895.50	$7.00	$3,710.00	$7.10	$3,763.00	$8.00	$4,240.00
36	Crosswalk (White)-Thermoplastic	600	L.F.	$8.00	$4,800.00	$7.50	$4,500.00	$7.00	$4,200.00	$7.35	$4,410.00	$7.00	$4,200.00	$7.10	$4,260.00	$8.00	$4,800.00
37	Crosswalk-TLG Std. TR-I (White)-Thermoplastic	18500	L.F.	$8.00	$148,000.00	$8.25	$152,625.00	$8.00	$148,000.00	$8.40	$155,400.00	$8.00	$148,000.00	$8.12	$150,220.00	$8.00	$148,000.00

#25-811-9901 2026 Annual Street Repair and Resurfacing
Bid Opening: Wednesday, April 15, 2026 at 2 pm

				O'Grady Paving Inc.		G. Bortolotto & Company, Inc		MCK SERVICES, INC		Radius Earthwork Inc		QA Constructors		Rapid Services LLC		Joseph J. Albanese, Inc.	
38	Crosswalk-TLG Std. TR-I (Yellow)-Thermoplastic	1830	L.F.	$10.00	$18,300.00	$8.25	$15,097.50	$8.00	$14,640.00	$8.40	$15,372.00	$8.00	$14,640.00	$8.12	$14,859.60	$10.00	$18,300.00
39	4" Hatch (Red)-Thermoplastic	1360	L.F.	$6.00	$8,160.00	$6.50	$8,840.00	$6.00	$8,160.00	$6.30	$8,568.00	$6.00	$8,160.00	$6.09	$8,282.40	$6.00	$8,160.00
40	4" Hatch (White)-Thermoplastic	1900	L.F.	$4.00	$7,600.00	$3.00	$5,700.00	$2.75	$5,225.00	$2.89	$5,491.00	$2.75	$5,225.00	$2.79	$5,301.00	$4.00	$7,600.00
41	4" Hatch (Yellow)-Thermoplastic	180	L.F.	$5.00	$900.00	$3.00	$540.00	$2.75	$495.00	$2.89	$520.20	$2.75	$495.00	$2.79	$502.20	$5.00	$900.00
42	6" Hatch (White)-Thermoplastic	690	L.F.	$6.00	$4,140.00	$4.50	$3,105.00	$4.00	$2,760.00	$4.20	$2,898.00	$4.00	$2,760.00	$4.06	$2,801.40	$6.00	$4,140.00
43	STOP Legend-Thermoplastic	23	Ea.	$300.00	$6,900.00	$225.00	$5,175.00	$175.00	$4,025.00	$183.75	$4,226.25	$175.00	$4,025.00	$177.55	$4,083.65	$295.00	$6,785.00
44	KEEP Legend-Thermoplastic	1	Ea.	$300.00	$300.00	$225.00	$225.00	$175.00	$175.00	$183.75	$183.75	$175.00	$175.00	$177.55	$177.55	$300.00	$300.00
45	CLEAR Legend-Thermoplastic	1	Ea.	$350.00	$350.00	$300.00	$300.00	$250.00	$250.00	$262.50	$262.50	$250.00	$250.00	$253.64	$253.64	$300.00	$300.00
46	25 Legend-Thermoplastic	4	Ea.	$250.00	$1,000.00	$190.00	$760.00	$140.00	$560.00	$147.00	$588.00	$140.00	$560.00	$142.04	$568.16	$225.00	$900.00
47	Employee Permit Parking Legend-Thermoplastic	3	Ea.	$450.00	$1,350.00	$525.00	$1,575.00	$485.00	$1,455.00	$509.25	$1,527.75	$485.00	$1,455.00	$492.07	$1,476.21	$425.00	$1,275.00
48	Type I Arrow-Thermoplastic	3	Ea.	$200.00	$600.00	$140.00	$420.00	$115.00	$345.00	$120.75	$362.25	$115.00	$345.00	$116.68	$350.04	$175.00	$525.00
49	Type IV (L) Arrow-Thermoplastic	4	Ea.	$200.00	$800.00	$170.00	$680.00	$120.00	$480.00	$126.00	$504.00	$120.00	$480.00	$121.75	$487.00	$200.00	$800.00
50	Type IV (R) Arrow-Thermoplastic	16	Ea.	$200.00	$3,200.00	$170.00	$2,720.00	$120.00	$1,920.00	$126.00	$2,016.00	$120.00	$1,920.00	$121.75	$1,948.00	$200.00	$3,200.00
51	Type VII (L) Arrow-Thermoplastic	4	Ea.	$350.00	$1,400.00	$260.00	$1,040.00	$220.00	$880.00	$231.00	$924.00	$220.00	$880.00	$223.21	$892.84	$350.00	$1,400.00
52	On-Street Parking "T"-TLG Std. TR-L-Thermoplastic	64	Ea.	$26.00	$1,664.00	$50.00	$3,200.00	$40.00	$2,560.00	$42.00	$2,688.00	$40.00	$2,560.00	$40.58	$2,597.12	$25.00	$1,600.00
53	Off-Street Parking Double Stripe-TLG Std. ST-264-Thermoplastic	96	Ea.	$175.00	$16,800.00	$125.00	$12,000.00	$100.00	$9,600.00	$105.00	$10,080.00	$100.00	$9,600.00	$101.46	$9,740.16	$165.00	$15,840.00
54	Accessible Parking-TLG Std. ST-265-Thermoplastic	1	Ea.	$1,200.00	$1,200.00	$600.00	$600.00	$525.00	$525.00	$551.25	$551.25	$525.00	$525.00	$532.65	$532.65	$1,200.00	$1,200.00
55	Blue Curb	44	L.F.	$3.30	$145.20	$6.00	$264.00	$5.00	$220.00	$5.25	$231.00	$5.00	$220.00	$5.07	$223.08	$3.00	$132.00
56	Red Curb	4870	L.F.	$3.30	$16,071.00	$6.00	$29,220.00	$5.00	$24,350.00	$5.25	$25,567.50	$5.00	$24,350.00	$5.07	$24,690.90	$3.00	$14,610.00
57	White Curb	525	L.F.	$3.30	$1,732.50	$6.00	$3,150.00	$5.00	$2,625.00	$5.25	$2,756.25	$5.00	$2,625.00	$5.07	$2,661.75	$3.00	$1,575.00
58	School Bus Only Curb Marking	5	Ea.	$1,000.00	$5,000.00	$35.00	$175.00	$25.00	$125.00	$26.25	$131.25	$25.00	$125.00	$25.36	$126.80	$1,000.00	$5,000.00
59	Green Back Bike Lane Symbol with Arrow Legend TLG-Std. TR-A-Thermoplastic	2	Ea.	$3,800.00	$7,600.00	$1,400.00	$2,800.00	$1,275.00	$2,550.00	$1,338.75	$2,677.50	$1,275.00	$2,550.00	$1,293.59	$2,587.18	$3,600.00	$7,200.00
60	Green Bike Lane-Thermoplastic	910	L.F.	$20.00	$18,200.00	$65.00	$59,150.00	$55.00	$50,050.00	$57.75	$52,552.50	$55.00	$50,050.00	$55.80	$50,778.00	$20.00	$18,200.00
61	Dashed Green Bike Lane-Thermoplastic	180	L.F.	$20.00	$3,600.00	$30.00	$5,400.00	$20.00	$3,600.00	$21.00	$3,780.00	$20.00	$3,600.00	$20.29	$3,652.20	$20.00	$3,600.00
62	Shared Roadway Bicycle Marking-TLG Std. TR-G-Thermoplastic	16	Ea.	$175.00	$2,800.00	$150.00	$2,400.00	$120.00	$1,920.00	$126.00	$2,016.00	$120.00	$1,920.00	$121.75	$1,948.00	$160.00	$2,560.00
63	Blue Reflective Pavement Marker	24	Ea.	$22.00	$528.00	$50.00	$1,200.00	$20.00	$480.00	$21.00	$504.00	$20.00	$480.00	$20.29	$486.96	$25.00	$600.00
64	Remove Existing Concrete and Wood Wheel Stops	1	L.S.	$5,000.00	$5,000.00	$1,000.00	$1,000.00	$500.00	$500.00	$5,250.00	$5,250.00	$3,000.00	$3,000.00	$5,072.87	$5,072.87	$5,600.00	$5,600.00
65	Install New 3' Wheel Stop	57	Ea.	$90.00	$5,130.00	$170.00	$9,690.00	$145.00	$8,265.00	$152.25	$8,678.25	$145.00	$8,265.00	$147.11	$8,385.27	$85.00	$4,845.00
66	Remove and Salvage Signs on Existing Post	2	Ea.	$275.00	$550.00	$395.00	$790.00	$295.00	$590.00	$309.75	$619.50	$295.00	$590.00	$299.30	$598.60	$275.00	$550.00
67	Install New Sign on Existing Post	1	Ea.	$450.00	$450.00	$700.00	$700.00	$600.00	$600.00	$630.00	$630.00	$600.00	$600.00	$608.74	$608.74	$450.00	$450.00
	Base Bid Total				**$1,885,860.70**		**$1,936,130.50**		**$1,950,276.50**		**$2,147,665.45**		**$2,155,715.00**		**$2,172,901.27**		**$2,224,544.50**

Additive Alternate 1				O'Grady Paving Inc.		G. Bortolotto & Company, Inc		MCK SERVICES, INC		Radius Earthwork Inc		QA Constructors		Rapid Services LLC		Joseph J. Albanese, Inc.	
Item	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
A1.1.	Adjust Sanitary Sewer Manhole to Grade	10	Ea.	$800.00	$8,000.00	$900.00	$9,000.00	$1,075.00	$10,750.00	$1,320.00	$13,200.00	$120.00	$1,200.00	$1,568.75	$15,687.50	$1,200.00	$12,000.00
A1.2.	Adjust Survey Monument Cover to Grade	9	Ea.	$600.00	$5,400.00	$750.00	$6,750.00	$825.00	$7,425.00	$990.00	$8,910.00	$1,200.00	$10,800.00	$2,370.13	$21,331.17	$1,800.00	$16,200.00

#25-811-9901 2026 Annual Street Repair and Resurfacing
Bid Opening: Wednesday, April 15, 2026 at 2 pm

				O'Grady Paving Inc.		G. Bortolotto & Company, Inc		MCK SERVICES, INC		Radius Earthwork Inc		QA Constructors		Rapid Services LLC		Joseph J. Albanese, Inc.	
A1.3.	Adjust Water Valve Cover to Grade (Revocable)	1	Ea.	$600.00	$600.00	$750.00	$750.00	$825.00	$825.00	$1,100.00	$1,100.00	$1,200.00	$1,200.00	$1,776.82	$1,776.82	$925.00	$925.00
A1.4.	Install New Monument Lid G5 Christy Box	1	Ea.	$1,000.00	$1,000.00	$800.00	$800.00	$200.00	$200.00	$1,320.00	$1,320.00	$1,200.00	$1,200.00	$2,588.48	$2,588.48	$1,200.00	$1,200.00
A1.5.	Hot Mix Asphalt (HMA) Leveling Course	130	Ton	$300.00	$39,000.00	$230.00	$29,900.00	$350.00	$45,500.00	$247.50	$32,175.00	$200.00	$26,000.00	$201.56	$26,202.80	$350.00	$45,500.00
A1.6.	2" Depth Dig Outs	30	S.F.	$5.00	$150.00	$5.00	$150.00	$100.00	$3,000.00	$495.00	$14,850.00	$24.00	$720.00	$37.74	$1,132.20	$175.00	$5,250.00
A1.7.	4" Depth Dig Outs	1400	S.F.	$10.00	$14,000.00	$10.00	$14,000.00	$6.25	$8,750.00	$16.50	$23,100.00	$4.00	$5,600.00	$8.99	$12,586.00	$16.00	$22,400.00
A1.8.	6' Wedge Grind	1110	L.F.	$5.00	$5,550.00	$5.70	$6,327.00	$11.25	$12,487.50	$11.00	$12,210.00	$12.00	$13,320.00	$2.54	$2,819.40	$7.00	$7,770.00
A1.9.	18' Wedge Grind	120	L.F.	$20.00	$2,400.00	$40.00	$4,800.00	$50.00	$6,000.00	$16.50	$1,980.00	$16.95	$2,034.00	$23.68	$2,841.60	$36.00	$4,320.00
A1.10.	Asphalt Rubber Cape Seal	8900	S.Y.	$20.35	$181,115.00	$16.00	$142,400.00	$15.72	$139,908.00	$17.29	$153,881.00	$15.72	$139,908.00	$15.95	$141,955.00	$19.00	$169,100.00
A1.11.	12" Limit Line (Stop Line) (White)-Thermoplastic	50	L.F.	$8.00	$400.00	$8.00	$400.00	$7.00	$350.00	$7.70	$385.00	$7.00	$350.00	$7.10	$355.00	$28.00	$1,400.00
A1.12.	STOP Legend-Thermoplastic	2	Ea.	$300.00	$600.00	$275.00	$550.00	$175.00	$350.00	$192.50	$385.00	$175.00	$350.00	$177.55	$355.10	$600.00	$1,200.00
A1.13.	Blue Reflective Pavement Marker	7	Ea.	$22.00	$154.00	$30.00	$210.00	$20.00	$140.00	$22.00	$154.00	$20.00	$140.00	$20.29	$142.03	$300.00	$2,100.00
	Additive Alternate 1 Total				**$258,369.00**		**$216,037.00**		**$235,685.50**		**$263,650.00**		**$202,822.00**		**$229,773.10**		**$289,365.00**
	Total				**$2,144,229.70**		**$2,152,167.50**		**$2,185,962.00**		**$2,411,315.45**		**$2,358,537.00**		**$2,402,674.37**		**$2,513,909.50**

PROJECT
PLANS AND SPECIFICATIONS
FOR
2026 ANNUAL STREET REPAIR AND RESURFACING
25-811-9901

Bid Opening
Wednesday, April 15, 2026, 2:00 pm

ISSUE DATE: March 27, 2026

2026 ANNUAL STREET REPAIR AND RESURFACING
 # 25-811-9901

ATTACHMENT 3

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1. NOTICE INVITING BIDS

1.1. Bid Submission

The Town of Los Gatos ("Town") will accept electronic bids for its Project # 2026 Annual Street Repair and Resurfacing Project #25-811-9901 ("Project"), by or before Wednesday, April 15, 2026, at 2:00 pm, via the Town's bidding site at https://procurement.opengov.com/portal/losgatosca, at which time the bids will be opened electronically, as further specified in the Instructions to Bidders.

1.2. Project Information

A. **Location and Description -** The Project includes adjusting utilities, performing dig outs, installing rubber cape seal and micro surfacing, milling the existing pavement, installing hot mix asphalt overlay, placing new pavement stripes and markings, and associated work in the town of Los Gatos, as shown in **Appendix A**, "Locations of Work," incorporated herein.

B. **Time for Final Completion -** The Project must be fully completed within 80 calendar days from the start date set forth in the Notice to Proceed. **Estimated Cost.** The estimated construction cost is $2,570,000.

1.3. License and Registration Requirements

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

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

1.4. Contract Documents

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

1.5. Bid Security

The Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier's or certified check made payable to Town, or a bid bond executed by a surety licensed to do business in the State of California on the Bid Bond form included with the Contract Documents. The bid security must guarantee that within ten days after Town issues the Notice of Potential Award, the successful bidder will execute the Contract and submit the payment and performance bonds, insurance certificates and endorsements, valid Certificates of Reported Compliance as required under the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.) ("Off-Road Regulation"), if applicable, and any other submittals required by the Contract Documents and as specified in the Notice of Potential Award.

1.6. Prevailing Wage Requirements

A. **General -** Pursuant to California Labor Code § 1720 et seq., this Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.

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

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

1.7. Retention

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

1.8. Performance and Payment Bonds

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

1.9. Substitution of Securities

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

1.10. Subcontractor List

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

1.11. Instructions to Bidders

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

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

Publication Date: Friday, March 27, 2026

2. Instructions to Bidders

Each Bid Proposal submitted to **Town of Los Gatos** ("Town") for its 2026 Annual Street Repair and Resurfacing Project #25-811-9901 ("Project") must be submitted in accordance with the following instructions and requirements:

2.1. Bid Submission

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

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

https://losgatosca-gov.zoom.us/j/82694940945 Webinar ID: 826 9494 0945

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

2.2. Bid Proposal

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

2.3. Bid Security

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

2.4. Liquidated Damages

As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, Town will assess liquidated damages in the amount of $7,000 per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from Town's payments due or to become due to Contractor under this Contract.

2.5. Requests for Information

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

2.6. Pre-Bid Investigation

A. **General -** Each bidder is solely responsible at its sole expense for diligent and thorough review of the Contract Documents, examination of the Project site, and reasonable and prudent inquiry concerning known and potential site and area conditions prior to submitting a Bid Proposal. Each bidder is responsible for knowledge of conditions and requirements which reasonable review and investigation would have disclosed. However, except for any areas that are open to the public at large, bidders may not enter property owned or leased by the Town or the Project site without prior written authorization from Town.

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

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

that is necessary for the bidder to form its own conclusions, including, if available, record drawings or other documents indicating the location of subsurface lines, utilities, or other structures.

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

2.7. Bidders Interested in More Than One Bid

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

2.8. Addenda

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

2.9. Brand Designations and "Or Equal" Substitutions

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

2.10. Bid Protest

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

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

B. **Protest Contents -** The bid protest must contain a complete statement of the basis for the protest and must include all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered.

The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the protesting bidder and any person submitting the protest on behalf of or as an authorized representative of the protesting bidder.

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

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

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

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

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

2.11. Reservation of Rights

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

2.12. Bonds

Within ten calendar days following Town's issuance of the Notice of Potential Award to the successful bidder, the bidder must submit payment and performance bonds to Town as specified in the Contract Documents using the bond forms included in the Contract Documents. All required bonds must be calculated on the maximum total Contract Price as awarded, including additive alternates, if applicable.

2.13. License(s)

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

2.14. Ineligible Subcontractor

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

2.15. Safety Orders

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

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

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

2.17. Additive and Deductive Alternates

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

2.18. Bid Schedule

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

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

2.19. For Reference Only

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

- Attachment A-Locations of Work
- Attachment B-Standard Plans
- Attachment C-Sample Contract
- Attachment D-Labor Bond
- Attachment E-Performance Bond
- Attachment F-Blueprint for a Clean Bay
- Attachment G-Town of Los Gatos Storm Water Pollution Control Ordinance

3. Bid Schedule

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

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

BASE BID

Item	Description	Unit	Quantity	Unit Cost	Total
1.	Traffic Control	L.S.	1		
2.	Tree Trimming	L.S.	1		
3.	Adjust Sanitary Sewer Manhole to Grade	Ea.	27		
4.	Adjust Storm Manhole to Grade	Ea.	15		
5.	Adjust Survey Monument Cover to Grade	Ea.	24		
6.	Adjust Water Valve Cover to Grade (Revocable)	Ea.	51		
7.	Adjust Water Meter Box to Grade (Revocable)	Ea.	5		
8.	Adjust Gas Valve to Grade	Ea.	6		
9.	Adjust Sanitary Sewer Clean Out to Grade	Ea.	4		
10.	Adjust Vault to Grade (Ea.)	Ea.	2		
11.	Install New Monument Lid G5 Christy Box	Ea.	3		
12.	2" Hot Mix Asphalt (HMA) Overlay	Ton	3,310		
13.	4" Hot Mix Asphalt (HMA) Overlay	Ton	380		

Item	Description	Unit	Quantity	Unit Cost	Total
14.	Hot Mix Asphalt (HMA) Leveling Course	Ton	285		
15.	2" Depth Dig Outs	S.F.	24,200		
16.	4" Depth Dig Outs	S.F.	5,000		
17.	6' Wedge Grind	L.F.	4,200		
18.	18' Wedge Grind	L.F.	570		
19.	Asphalt Removal-2" Depth	S.Y.	27,150		
20.	Asphalt Removal-4" Depth	S.Y.	1,700		
21.	Crack Sealing	L.S.	1		
22.	Asphalt Rubber Cape Seal	S.Y.	6,700		
23.	Micro Surfacing (Black Aggregate)	S.Y.	29,300		
24.	Remove Existing Loops and Video Detection System	L.S.	1		
25.	Furnish and Install New Video Detection Camera	Ea.	4		
26.	Pavement Marker and Striping Removal	L.S.	1		
27.	Detail 2 Striping-Thermoplastic	L.F.	550		
28.	Detail 9 Striping-Thermoplastic	L.F.	570		
29.	Detail 22 Striping-Thermoplastic	L.F.	2,500		
30.	Detail 24 Striping-Thermoplastic	L.F.	45		
31.	Detail 27B Striping-Thermoplastic	L.F.	115		
32.	Detail 29 Striping-Thermoplastic	L.F.	200		
33.	Detail 38 Striping-Thermoplastic	L.F.	890		

Item	Description	Unit	Quantity	Unit Cost	Total
34.	Detail 39 Striping-Thermoplastic	L.F.	520		
35.	12" Limit Line (Stop Line) (White)-Thermoplastic	L.F.	530		
36.	Crosswalk (White)-Thermoplastic	L.F.	600		
37.	Crosswalk-TLG Std. TR-I (White)-Thermoplastic	L.F.	18,500		
38.	Crosswalk-TLG Std. TR-I (Yellow)-Thermoplastic	L.F.	1,830		
39.	4" Hatch (Red)-Thermoplastic	L.F.	1,360		
40.	4" Hatch (White)-Thermoplastic	L.F.	1,900		
41.	4" Hatch (Yellow)-Thermoplastic	L.F.	180		
42.	6" Hatch (White)-Thermoplastic	L.F.	690		
43.	STOP Legend-Thermoplastic	Ea.	23		
44.	KEEP Legend-Thermoplastic	Ea.	1		
45.	CLEAR Legend-Thermoplastic	Ea.	1		
46.	25 Legend-Thermoplastic	Ea.	4		
47.	Employee Permit Parking Legend-Thermoplastic	Ea.	3		
48.	Type I Arrow-Thermoplastic	Ea.	3		
49.	Type IV (L) Arrow-Thermoplastic	Ea.	4		
50.	Type IV (R) Arrow-Thermoplastic	Ea.	16		
51.	Type VII (L) Arrow-Thermoplastic	Ea.	4		
52.	On-Street Parking "T"-TLG Std. TR-L-Thermoplastic	Ea.	64		
53.	Off-Street Parking Double Stripe-TLG Std. ST-264-Thermoplastic	Ea.	96		

Item	Description	Unit	Quantity	Unit Cost	Total
54.	Accessible Parking-TLG Std. ST-265-Thermoplastic	Ea.	1		
55.	Blue Curb	L.F.	44		
56.	Red Curb	L.F.	4,870		
57.	White Curb	L.F.	525		
58.	School Bus Only Curb Marking	Ea.	5		
59.	Green Back Bike Lane Symbol with Arrow Legend TLG-Std. TR-A-Thermoplastic	Ea.	2		
60.	Green Bike Lane-Thermoplastic	L.F.	910		
61.	Dashed Green Bike Lane-Thermoplastic	L.F.	180		
62.	Shared Roadway Bicycle Marking-TLG Std. TR-G-Thermoplastic	Ea.	16		
63.	Blue Reflective Pavement Marker	Ea.	24		
64.	Remove Existing Concrete and Wood Wheel Stops	L.S.	1		
65.	Install New 3' Wheel Stop	Ea.	57		
66.	Remove and Salvage Signs on Existing Post	Ea.	2		
67.	Install New Sign on Existing Post	Ea.	1		
TOTAL					

ADDITIVE ALTERNATE 1

Item	Description	Unit	Quantity	Unit Cost	Total
A1.1.	Adjust Sanitary Sewer Manhole to Grade	Ea.	10		

Item	Description	Unit	Quantity	Unit Cost	Total
A1.2.	Adjust Survey Monument Cover to Grade	Ea.	9		
A1.3.	Adjust Water Valve Cover to Grade (Revocable)	Ea.	1		
A1.4.	Install New Monument Lid G5 Christy Box	Ea.	1		
A1.5.	Hot Mix Asphalt (HMA) Leveling Course	Ton	130		
A1.6.	2" Depth Dig Outs	S.F.	30		
A1.7.	4" Depth Dig Outs	S.F.	1,400		
A1.8.	6' Wedge Grind	L.F.	1,110		
A1.9.	18' Wedge Grind	L.F.	120		
A1.10.	Asphalt Rubber Cape Seal	S.Y.	8,900		
A1.11.	12" Limit Line (Stop Line) (White)-Thermoplastic	L.F.	50		
A1.12.	STOP Legend-Thermoplastic	Ea.	2		
A1.13.	Blue Reflective Pavement Marker	Ea.	7		
TOTAL					

4. Vendor Questionnaire

1. Formation date of company*
*Response required

2. Number of years providing the specified services*
*Response required

3. Please list names and titles of all officers and directors. If an individual or partnership, please list names and addresses of all partners, indicating whether they are general or limited partners.*
*Response required

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

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

*Response required

6. Will you be using subcontractor/s?*

☐ Yes

☐ No

*Response required

When equals "Yes"

*6.1. Subcontractor's list**

Please download the below documents, complete, and upload.

- Subsontractors_list.pdf

*Response required

7. Please provide Bid Bond*

Please download the below documents, complete, and upload.

- bid_bond.pdf

*Response required

8. Noncollusion Declaration*

Please download the below documents, complete, and upload.

- Noncollusion_declaration_fo...

*Response required

9. Bidder's Certifications and Warranties. *

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

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

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

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

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

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

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

G. **Iran Contracting Act.** If the Contract Price exceeds $1,000,000, Bidder is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

☐ Please confirm

*Response required

10. Award of Contract*

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

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

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

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

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

☐ Please confirm

*Response required

5. General Conditions

Article 1 - Definitions

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

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

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

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

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

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

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

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

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

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

Day means a calendar day unless otherwise specified.

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

DIR means the California Department of Industrial Relations.

Drawings has the same meaning as Plans.

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

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

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

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

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

Furnish means to purchase and deliver for the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Technical Specifications has the same meaning as Specifications.

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

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

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

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

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

Article 2 - Roles and Responsibilities

2.1 Town.

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

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

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

D. ***Design Professional.*** The Design Professional is responsible for the overall design of the Project and, to the extent authorized by Town, may act on Town's behalf to ensure performance of the Work in compliance with the Plans and Specifications, including any design changes authorized by Change Order. The Design

Professional's duties may include review of Contractor's submittals, visits to any Worksite, inspecting the Work, evaluating test and inspection results, and participation in Project-related meetings, including any pre-construction conference, weekly meetings, and coordination meetings. The Design Professional's interpretation of the Plans or Specifications is final and conclusive.

2.2 Contractor.

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

B. ***Responsibility for the Work and Risk of Loss.*** Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for and required to exercise full control over the Work, including the construction means, methods, techniques, sequences, procedures, safety precautions and programs, and coordination of all portions of the Work with that of all other contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions. Contractor's responsibilities extend to any plan, method or sequence suggested, but not required by Town or specified in the Contract Documents. From the date of commencement of the Work until either the date on which Town formally accepts the Project or the effective date of termination of the Contract, whichever is later, Contractor bears all risks of injury or damage to the Work and the materials and equipment delivered to any Worksite, by any cause including fire, earthquake, wind, weather, vandalism, or theft.

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

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

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

pertaining to the Project, including oral or written reports, statements, certifications, Change Order requests, or Claims.

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

G. ***Construction Records.*** Contractor will maintain up-to-date, thorough, legible, and dated daily job reports, which document all significant activity on the Project for each day that Work is performed on the Project. The daily report for each day must include the number of workers at the Project site; primary Work activities; major deliveries; problems encountered, including injuries, if any; weather and site conditions; and delays, if any. Contractor will take date and time-stamped photographs to document general progress of the Project, including site conditions prior to construction activities, before and after photographs at offset trench laterals, existing improvements and utilities, damage and restoration. Contractor will maintain copies of all subcontracts, Project-related correspondence with Subcontractors, and records of meetings with Subcontractors. Upon request by the Town, Contractor will permit review of and/or provide copies of any of these construction records.

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

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

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

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

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

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

2.3 Subcontractors.

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

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

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

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

2.4 Coordination of Work.

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

B. ***Coordination.*** If Contractor's Work will connect or interface with work performed by others, Contractor is responsible for independently measuring and visually inspecting such work to ensure a correct connection and interface. Contractor is responsible for any failure by Contractor or its Subcontractors to confirm measurements before proceeding with connecting Work. Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Project Manager prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any known or reasonably discoverable defects will be deemed acknowledgement by Contractor that the work of others is not defective and will not prevent the proper execution of the Work. Contractor must also promptly notify Town if work performed by others, including work or activities performed by Town's own forces, is operating to hinder, delay, or interfere with Contractor's timely performance of the Work. Town reserves the right to backcharge Contractor for any additional costs incurred due to Contractor's failure to comply with the requirements in this Section 2.4.

2.5 Submittals. Unless otherwise specified, Contractor must submit to the Engineer for review and acceptance, all schedules, Shop Drawings, samples, product data, and similar submittals required by the Contract Documents, or upon request by the Engineer. Unless otherwise specified, all submittals, including Requests for Information, are subject to

the general provisions of this Section, as well as specific submittal requirements that may be included elsewhere in the Contract Documents, including the Special Conditions or Specifications. The Engineer may require submission of a submittal schedule at or before a pre-construction conference, as may be specified in the Notice to Proceed.

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

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

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

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

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

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

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

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

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

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

Article 3 - Contract Documents

3.1 Interpretation of Contract Documents.

A. ***Plans and Specifications.*** The Plans and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Plans and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all Work and services and supply all things reasonably related to and inferable from the Contract Documents. In the event of a conflict between the Plans and Specifications, the Specifications will control, unless the drawing(s) at issue are dated later than the Specification(s) at issue. Detailed drawings take precedence over general drawings, and large-scale drawings take precedence over smaller scale drawings. Any arrangement or division of the Plans and Specifications into sections is for convenience and is not intended to limit the Work required by separate trades. A conclusion presented in the Plans or Specifications is only a recommendation. Actual locations and depths must be determined by Contractor's field investigation. Contractor may request access to underlying or background information in Town's possession that is necessary for Contractor to form its own conclusions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 4 - Bonds, Indemnity, and Insurance

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

A. ***Surety*.** Each bond must be issued and executed by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from Town, Contractor must substitute a surety acceptable to Town. If Contractor fails to substitute an acceptable surety within the specified time, Town may, at its sole discretion, withhold payment from Contractor until the surety is replaced to Town's satisfaction, or terminate the Contract for default.

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

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

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

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

1. *Commercial General Liability ("CGL") Insurance:* The CGL insurance policy must be issued on an occurrence basis, written on a comprehensive general liability form, and must include coverage for liability arising from Contractor's or its Subcontractor's acts or omissions in the performance of the Work, including contractor's protective coverage, contractual liability, products and completed operations, and broad form property damage, with limits of at least $2,000,000 per occurrence and at least $4,000,000 general aggregate. The CGL insurance coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth in this Section, including required endorsements.

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

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

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

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

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

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

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

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

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

E. ***Contractor's Responsibilities.*** This Section 4.3 establishes the minimum requirements for Contractor's insurance coverage in relation to this Project, but is not intended to limit Contractor's ability to procure additional or greater coverage. Contractor is responsible for its own risk assessment and needs and is encouraged to consult

its insurance provider to determine what coverage it may wish to carry beyond the minimum requirements of this Section. Contractor is solely responsible for the cost of its insurance coverage, including premium payments, deductibles, or self-insured retentions, and no Additional Insured will be responsible or liable for any of the cost of Contractor's insurance coverage.

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

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

Article 5 - Contract Time

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

A. ***General.*** Contractor must commence the Work on the date indicated in the Notice to Proceed and must fully complete the Work in strict compliance with all requirements of the Contract Documents and within the Contract Time. Contractor may not begin performing the Work before the date specified in the Notice to Proceed.

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

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

forces to achieve the necessary rate of progress. Alternatively, Town may terminate the Contract based on Contractor's default.

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

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

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

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

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

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

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

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

E. ***Effect of Acceptance.*** Contractor and its Subcontractors must perform the Work in accordance with the most current Town-accepted schedule unless otherwise directed by Town. Town's acceptance of a schedule does not operate to extend the time for completion of the Work or any component of the Work, and will not affect Town's right to assess liquidated damages for Contractor's unexcused delay in completing the Work within the Contract Time.

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

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

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

5.3 Delay and Extensions of Contract Time.

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

B. ***Excusable Delay.*** The Contract Time may be extended if Contractor encounters "Excusable Delay," which is an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor's control, and which Contractor could not have avoided or mitigated through reasonable care, planning, foresight, and diligence, provided that Contractor is otherwise fully performing its obligations under the Contract Documents. Grounds for Excusable Delay may include fire, natural disasters including earthquake

or unusually severe weather, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, or suspension for convenience under Article 13. The Contract Time will not be extended based on circumstances which will not unavoidably delay completing the Work within the Contract Time based on critical path analysis.

C. ***Weather Delays.*** A "Weather Delay Day" is a Working Day during which Contractor and its forces, including Subcontractors, are unable to perform more than 40% of the critical path Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled critical path Work that day. Adverse weather conditions may include rain, saturated soil, and Project site clean-up required due to adverse weather. Determination of what constitutes critical path Work scheduled for that day will be based on the most current, Town-approved schedule. Contractor will be entitled to a non-compensable extension of the Contract Time for each Weather Delay Day in excess of the normal Weather Delay Days within a given month as determined by reliable records, including monthly rainfall averages, for the preceding ten years (or as otherwise specified in the Special Conditions or Specifications).

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

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

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

8. delayed submission of required submittals, or the time required for correction and resubmission of defective submittals;

9. time required for repair of, re-testing, or re-inspection of defective Work;

10. enforcement of Laws by Town, or outside agencies with jurisdiction over the Work; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. ***Setoff.*** Town is entitled to deduct the amount of liquidated damages assessed against any payments otherwise due to Contractor, including progress payments, Final Payment, or unreleased retention. If there are insufficient

Contract funds remaining to cover the full amount of liquidated damages assessed, Town is entitled to recover the balance from Contractor or its performance bond surety.

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

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

Article 6 - Contract Modification

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

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

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

or performance of any Extra Work is to comply with the dispute resolution provisions set forth in Article 12, below.

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

D. ***Minor Changes and RFIs.*** Minor field changes, including RFI replies from Town, that do not affect the Contract Price or Contract Time and that are approved by the Engineer acting within his or her scope of authority, do not require a Change Order. By executing an RFI reply from Town, Contractor agrees that it will perform the Work as clarified therein, with no change to the Contract Price or Contract Time.

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

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

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

B. ***Required Contents.*** Any Change Order request or proposal submitted by Contractor must include a complete breakdown of actual or estimated costs and credits, and must itemize labor, materials, equipment, taxes,

insurance, subcontract amounts, and, if applicable, Extra Work Reports. Any estimated cost must be updated in writing as soon as the actual amount is known.

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

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

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

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

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

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

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

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

1. All direct labor costs provided by the Contractor, excluding superintendence, project management, or administrative costs, plus 15% markup;

2. All direct material costs provided by the Contractor, including sales tax, plus 15% markup;

3. All direct plant and equipment rental costs provided by the Contractor, plus 15% markup;

4. All direct additional subcontract costs plus 10% markup for Work performed by Subcontractors; and

5. Increased bond or insurance premium costs computed at 1.5% of total of the previous four sums.

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

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

Article 7 - General Construction Provisions

7.1 Permits, Fees, Business License, and Taxes.

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

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

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

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

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

7.3 Noninterference and Site Management. Contractor must avoid interfering with Town's use of its property at or adjacent to the Project site, including use of roadways, entrances, parking areas, walkways, and structures. Contractor must also minimize disruption of access to private property in the Project vicinity. Contractor must coordinate with affected property owners, tenants, and businesses, and maintain some vehicle and pedestrian access to their residences or properties at all times. Temporary access ramps, fencing or other measures must be provided as needed. Before blocking access to a private driveway or parking lot, Contractor must provide effective notice to the affected parties at least 48 hours in advance of the pending closure and allow them to remove vehicles. Private driveways, residences and parking lots must have access to a roadway during non-Work hours.

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

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

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

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

7.5 Project Site and Nearby Property Protections.

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

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

2. Town wastewater systems may not be interrupted. If the Work disrupts existing sewer facilities, Contractor must immediately notify Town and establish a plan, subject to Town's approval, to convey the sewage in

closed conduits back into the sanitary sewer system. Sewage must not be permitted to flow in trenches or be covered by backfill.

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

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

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

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

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

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

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

7.6 Materials and Equipment.

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

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

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

7.7 Substitutions.

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

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

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

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

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

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

7.8 Testing and Inspection.

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

B. ***Scheduling and Notification.*** Contractor must cooperate with Town in coordinating the inspections and testing. Contractor must submit samples of materials, at Contractor's expense, and schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must notify the Engineer no later than noon of the Working Day before any inspection or testing and must provide timely notice to the other necessary parties as specified in the Contract Documents. If Contractor schedules an inspection or test beyond regular Work hours, or on a Saturday, Sunday, or recognized Town holiday, Contractor must notify the Engineer at least two Working Days in advance for approval. If approved, Contractor must reimburse Town for the cost of the overtime inspection or testing. Such costs, including the Town's hourly costs for required personnel, may be deducted from payments otherwise due to Contractor.

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

1. Contractor will be responsible for the costs of any subsequent inspections or tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.

2. Contractor will be responsible for inspection costs, at Town's hourly rates, for inspection time lost because the Work is not ready, or Contractor fails to appear for a scheduled inspection.

3. If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor prior to the inspection or testing, Contractor will bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs.

4. Contractor is responsible for properly shoring all compaction test sites deeper than five feet below grade, as required under Section 7.15 below.

5. Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work or material was previously inspected or included in a progress payment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. ***Duty to Update.*** The as-built drawings must be updated as changes occur, on a daily basis if necessary. Town may withhold the estimated cost for Town to have the as-built drawings prepared from payments otherwise due to Contractor, until the as-built drawings are brought up to date to the satisfaction of Town. Actual locations to scale must be identified on the as-built drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, or otherwise concealed. Deviations from the original Plans must be shown in detail. The exact location of all main runs, whether piping, conduit, ductwork or drain lines, must be shown by dimension and elevation. The location of all buried pipelines, appurtenances, or other improvements must be represented by coordinates and by the horizontal distance from visible above-ground improvements.

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

7.12 Existing Utilities.

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

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

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

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

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

1. Material that Contractor believes may be a hazardous waste, as defined in § 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing Laws;

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

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

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

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

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

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

7.17 Lines and Grades. Contractor is required to use any benchmark provided by the Engineer. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work. Contractor must also provide, preserve, and replace if necessary, all construction stakes required for the Project. All stakes or marks must be set by a California licensed surveyor or a California registered civil engineer. Contractor must notify the Engineer of any discrepancies found between Contractor's staking and grading and information provided by

the Contract Documents. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans, including any changes directed by a Change Order.

7.18 Historic or Archeological Items.

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

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

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

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

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

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

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

Article 8 - Payment

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

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

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

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

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

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

8.3 Adjustment of Payment Application. Town may adjust or reject the amount requested in a payment application, including application for Final Payment, in whole or in part, if the amount requested is disputed or unsubstantiated. Contractor will be notified in writing of the basis for the modification to the amount requested. Town may also deduct or withhold from payment otherwise due based upon any of the circumstances and amounts listed below. Sums withheld from payment otherwise due will be released when the basis for that withholding has been remedied and no longer exists.

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

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

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

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

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

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

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

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

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

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

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

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

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

notices, or backcharges. It is further agreed that if any individual authorized to give or receive written notice on behalf of a party pursuant to section (10) of the Escrow Agreement are unavailable to give or receive notice on behalf of that party due to separation from employment, retirement, death, or other circumstances, the successor or delegee of the named individual is deemed to be the individual authorized to give or receive notice pursuant to section (10) of the Escrow Agreement.

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

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

A. ***Withholding for Stop Notice.*** Pursuant to Civil Code § 9358, Town will withhold 125% of the amount claimed by an unreleased stop notice, a portion of which may be retained by Town for the costs incurred in handling the stop notice claim, including attorneys' fees and costs, as authorized by law.

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

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

8.8 Release of Claims. Town may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing Town with a written waiver and release of all

claims against Town arising from or related to the portion of Work covered by those undisputed amounts subject to the limitations of Public Contract Code § 7100. Any disputed amounts may be specifically excluded from the release.

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

Article 9 - Labor Provisions

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

9.2 Labor Code Requirements.

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

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

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

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

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

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

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

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

A. ***Contractor and Subcontractor Obligations***. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime

hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct; and
2. Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

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

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

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

Article 10 - Safety Provisions

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

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

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

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

D. ***Remedies.*** If Town determines, in its sole discretion, that any part of the Work or Project site is unsafe, Town may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to Town's satisfaction. If Contractor fails to promptly take the required corrective measures, Town may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with Town's request for corrective measures pursuant to this provision.

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

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

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

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

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

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

Article 11 - Completion and Warranty Provisions

11.1 Final Completion.

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

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

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

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

11.2 Warranty.

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

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

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

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

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

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

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

H. ***Reimbursement.*** Contractor must reimburse Town for its costs to repair under subsections (F) or (G), above, within 30 days following Town's submission of a demand for payment pursuant to this provision. If Town is required to initiate legal action to compel Contractor's compliance with this provision, and Town is the prevailing party in such action, Contractor and its surety are solely responsible for all of Town's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein, in addition to any and all costs Town incurs to correct the defective Work.

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

A. ***Non-Waiver.*** Occupation or use of the Project, in whole or in part, prior to Final Completion will not operate as acceptance of the Work or any portion of it, nor will it operate as a waiver of any of Town's rights or Contractor's duties pursuant to these Contract Documents, and will not affect nor bear on the determination of

the time of substantial completion with respect to any statute of repose pertaining to the time for filing an action for construction defect.

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

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

Article 12 - Dispute Resolution

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

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

B. ***Limitations.*** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and Town. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to Town in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by Town.

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

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

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

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

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

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

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

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

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

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

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

    c. A chronology of relevant events; and

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

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

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

C. ***Submission Deadlines.***

1. A Claim disputing rejection of a request for a change in the Contract Time or Contract Price must be submitted within 30 days following the date that Town notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part. A Claim disputing the terms of a unilateral Change Order must be submitted within 30 days following the date of issuance of the unilateral Change Order. These Claim deadlines apply even if Contractor cannot yet quantify the total amount of any requested change in the Contract Time or Contract Price. If the Contractor cannot quantify those amounts, it must submit an estimate of the amounts claimed pending final determination of the requested remedy by Contractor.
2. With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment or will be deemed waived.
3. A Claim disputing the amount of Final Payment must be submitted within 30 days of the effective date of Final Payment, under Section 8.7, Final Payment.
4. Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. ***Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.***

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

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

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

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

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

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

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

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

12.5 Mediation and Government Code Claims.

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

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

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

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

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

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

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

from the Contract. The Eichleay Formula or similar formula will not be used for any recovery under the Contract. The Town will not be directly liable to any Subcontractor or supplier.

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

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

Article 13 - Suspension and Termination

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

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

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

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

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

13.2 Suspension for Convenience. Town reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for Town's convenience. Upon notice by Town pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work and secure the Project site as directed by Town except for taking measures to protect completed or in-progress Work as directed in the suspension notice, and subject to the provisions of Section 13.1(A) and (B), above. If Contractor submits a timely request for a Change Order in compliance with Articles 5 and 6, the Contract Price and the Contract Time will be equitably

adjusted by Change Order pursuant to the terms of Articles 5 and 6 to reflect the cost and delay impact occasioned by such suspension for convenience, except to the extent that any such impacts were caused by Contractor's failure to comply with the Contract Documents or the terms of the suspension notice or notice to resume. However, the Contract Time will only be extended if the suspension causes or will cause unavoidable delay in Final Completion. If Contractor disputes the terms of a Change Order issued for such equitable adjustment due to suspension for convenience, its sole recourse is to comply with the Claim procedures in Article 12.

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

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

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

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

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

D. ***Compensation*****.** Within 30 days of receipt of updated as-builts, all warranties, manuals, instructions, or other required documents for Work installed to date, and delivery to Town of all equipment and materials for the Project for which Contractor has already been compensated, Contractor will be compensated for the Work satisfactorily performed in compliance with the Contract Documents up to the effective date of the termination pursuant to the terms of Article 8, Payment, subject to Town's rights to withhold or deduct sums from payment otherwise due pursuant to Section 8.3, and excluding any costs Contractor incurs as a result of the termination,

including any cancellation or restocking charges or fees due to third parties. If Contractor disputes the amount of compensation determined by Town, its sole recourse is to comply with the Claim Procedures in Article 12, by submitting a Claim no later than 30 days following notice from Town of the total compensation to be paid by Town.

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

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

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

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

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

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

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

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

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

B. ***Submittals.*** Unless otherwise specified in the notice of termination, Contractor must immediately submit to Town all designs, drawings, as-built drawings, Project records, contracts with vendors and Subcontractors,

manufacturer warranties, manuals, and other such submittals or Work-related documents required under the terms of the Contract Documents, including incomplete documents or drafts.

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

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

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

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

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

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

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

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

Article 14 - Miscellaneous Provisions

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

14.2 Provisions Deemed Inserted. Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been

included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be deemed amended accordingly.

14.3 Waiver. Town's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by Town. Town's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by Town.

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

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

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

6. Special Conditions

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

1. Name, 24-hour contact information, and qualifications of the proposed on-site superintendent;
2. List of all key Project personnel and their complete contact information, including email addresses and telephone numbers during regular hours and after hours;
3. Staging plans that identify the sequence of the Work, including any phases and alternative sequences or phases, with the goal of minimizing the impacts on residents, businesses and other operations in the Project vicinity;
4. If required, traffic control plans associated with the staging plans that are signed and stamped by a licensed traffic engineer;
5. Water Pollution Control Plan;
6. Draft baseline schedule for the Work as required under Section 5.2 of the General Conditions, to be finalized within ten days after Town issues the Notice to Proceed;
7. 2 week public notification letter;
8. 2 day (48 hour) notice letter;
9. "No Parking" Sign;

10. Breakdown of lump sum bid items, to be used for determining the value of Work completed for future progress payments to Contractor;
11. Schedule with list of Project submittals that require Town review, and list of the proposed material suppliers;
12. Plan for coordination with affected utility owner(s) and compliance with any related permit requirements;
13. Videotape and photographs recording the conditions throughout the pre-construction Project site, showing the existing improvements and current condition of the curbs, gutters, sidewalks, signs, landscaping, streetlights, structures near the Project such as building faces, canopies, shades and fences, and any other features within the Project area limits;
14. Any other documents specified in the Special Conditions or Notice of Potential Award.

School Zone Restrictions. To minimize impacts to daily school operations, the Contrator shall complete all pavement work adjacent to schools during the summer break, from **June 8 to August 11, 2026**.

The following segments are identified and designated as school zone priority and shall be **constructed at the beginning of the project**:

1. Brooklyn Avenue
2. New York Avenue
3. Roberts Road
4. Fisher Avenue
5. Nino Avenue

All paving activities including base repair, milling, paving, and striping must be completed within the summer break. Work outside of this window will not be permitted unless approved in writing by the Engineer. Hours of work during this period shall be Monday through Friday, 8:00 am to 5:00 pm.

Any costs associated with the restrictions above shall be deemed included in the bid price. No additional compensation and no extension of time will be granted.

Close Out Requirements. Contractor's close out requirements include the following, if applicable:

1. Contractor must replace, with thermoplastic, any existing striping within and adjacent to the Project site that is damaged during the Work. Partially damaged striping must be replaced in its entirety.
2. Contractor must replace any survey monuments that are damaged or removed during the Work, with a Record of Survey filed by a licensed land surveyor as required by California law.
3. Before removing any traffic control or street signs on the Project site, Contractor must take photographs showing their original locations. Upon completion of each phase of construction, Contractor must

temporarily reset the signs at those locations. Contractor must then replace the signs permanently upon completion of the Work and the cost of their removal and replacement must be included in the Bid Proposal.

4. Contractor must maintain any rural mail boxes on the Project site and relocate them to their permanent locations as soon as possible in the course of the Work, to the satisfaction of the affected property owners and the postal service.

END OF SPECIAL CONDITIONS

7. General Constructions Requirements

7.1. General Constructions Requirements

Measurement and Payment
Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in compliance with the Plans, Specifications, and "General Construction Requirements" of the contract documents, shall be deemed included in the price paid for other contract items and no additional compensation shall be allowed therefore.

Project Plans

The attached "Locations of Work" found in **Attachment A** shall be considered as the Plans.

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 Contract Documents and as directed by the Engineer.

Order of Work
Order of Work shall conform to the provisions in Section 5-1.02, "Contract Components," of the Standard Specifications and these Contract Documents.

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

Work for this project needs to be coordinated with the 2026 Annual Curb, Gutter, and Sidewalk Maintenance project. Resurfacing work will generally follow the concrete work but certain work may need to occur around the same time. The Inspector shall be the main contact for the coordination of the work.

The Contractor shall complete all work adjacent to schools during the summer break in accordance with Section 6, Special Conditions, School Zone Restrictions.

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

Cooperation
Attention is directed to Section 5-1.36C, “Nonhighway Facilities,” of the Standard Specifications.

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

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

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

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

A. Time for submittals and reviews;

B. Time for fabrication and delivery of manufactured products for the work; and

C. The interdependence of procurement and construction activities.

The construction schedule shall:

A. Be a timescaled network diagram referenced to specific calendar dates;

B. Include time for the Engineer to review submittals or inspect the work; and

C. Identify the activities which constitute the controlling operations or critical path.

The construction schedule shall not contain multiple critical paths.

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

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

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

The Contractor shall complete all work adjacent to schools during the summer break in accordance with Section 6, Special Conditions, School Zone Restrictions.

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

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

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

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

Truck Routes
Per the Town Ordinance Section 15.30.410, the following streets and highways or portions thereof within the Town limits are designated Truck Routes and are authorized for use by operators of trucks and other vehicles, which exceed a maximum gross weight of ten thousand (10,000) pounds:

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

- Lark Avenue

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

Hours of Work

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

The Contractor shall complete all work adjacent to schools during the summer break in accordance with Section 6, Special Conditions, School Zone Restrictions.

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 (i.e. rubber chip seal, rubber cape seal, slurry seal, micro surfacing), 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.

For rubberized cape seal work, the Contractor shall provide and hand-deliver two (2), "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.

For all other work, the Contractor shall provide and hand-deliver a "two-day" notice. The notice shall be distributed two working days prior to the work beginning. The "two-day" notice shall be delivered to all adjoining residents and business, tenants, and other applicable parties listed below and any other properties who sole ingress/egress is through the project's work area.

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

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

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

Santa Clara Valley Transportation Agency–(408) 952-4106
West Valley Collection and Recycling–(408) 283-8500
U.S. Postal Service–Post Master–(408) 395-7526
Los Gatos/Monte Sereno Police Department–(408) 354-8600
Santa Clara County Fire Department–(408) 378-4010

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

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

Line and Grade
The Contractor shall layout the project by providing all stakes and marks needed to establish the lines and grades required for completion of the work specified on the Plans and in these Contract Documents to the satisfaction of the Engineer.

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

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

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

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

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

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

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

Materials Testing and Inspections

The Contractor shall coordinate with the Town to schedule materials testing and inspections for soil compaction 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, inspections, and materials sampling need to be occur.

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

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

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

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

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

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

Dust Control
The following requirements shall be applicable to this contract in lieu of the requirements of Section 18, “Dust Palliatives,” of the Standard Specifications:

A. The Contractor shall provide an acceptable plan for preventing the generation of dust due to the Contractor's operations in the construction zones, along the haul routes, or equipment parking areas. This plan may consist of water sprinkling sweepers or an equivalent service. No separate payment will be made for dust control and all costs in connection therewith shall be included in the payment items to which the work is incidental.

B. In the event the control of dust is not satisfactory to the Owner, the Owner shall take such measures as may be necessary to ensure satisfactory dust control and deduct the cost of such measures from any payments due to the Contractor.

Water for Construction

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

Sanitation

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

Water Pollution Control

Water pollution control work shall conform to the provisions in Section 13, "Water Pollution Control," of the Standard Specifications and these Contract Documents, with the exception of payment. Payment shall be covered under "Measurement and Payment" under these Technical Specifications.

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

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").

7.2. Traffic Control Requirements

Measurement and Payment

Full compensation for preparing traffic control plans, temporary pavement delineation, providing construction, changeable message and detour signs, and for furnishing all labor, materials, tools, equipment, and incidentals, and for

doing all of the work involved in compliance with the Plans, Specifications, and “Traffic Control Requirements” of the Contract Documents, including any additional changeable message signs, shall be included and paid for in the appropriate bid item price.

Bid Item #1	**Traffic Control**	**L.S.**

General

Traffic control shall conform to the provisions of Section 12 "Temporary Traffic Control" of the Standard Specifications, Part 6, “Temporary Traffic Control,” of the California Manual on Uniform Traffic Control Devices (CA MUTCD) with latest revisions, and these Technical Specifications. Nothing in these Technical Specifications shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.04, “Public Safety,” of the Standard Specifications and these Contract Documents.

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

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

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

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

The Contractor shall provide a minimum of two competent and qualified flaggers dedicated solely to directing traffic if traffic lanes have been reduced to only one lane for two-way traffic, in and out of driveways and cross-streets and/or across the construction area as deemed to ensure safe traffic control during construction operations. Flaggers shall be equipped with all necessary tools to properly control the traffic.

Traffic Control/Management Plan

A traffic control plan shall be submitted by the Contractor to the Engineer a minimum of five (5) working days prior to any work commencing on the project. The traffic control plan shall be reviewed and accepted by the Engineer prior to any work commencing on the project. All traffic plans shall be prepared in accordance with the CA MUTCD, Part 6,

"Temporary Traffic Control," Section 12, "Temporary Traffic Control," of the Standard Specifications, and these Contract Documents.

No Parking Signs

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

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

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

Detours, Temporary Striping, and Barriers

Any approved detours or barriers, signing and striping necessary to complete the construction of the project shall be provided, installed, maintained, and removed by the Contractor at his expense. Temporary striping shall be self-sticking traffic marking tape, vinyl or otherwise, developed for such use, and shall be used for temporary striping as required, unless shown otherwise on the plans or specified in the Technical Specifications. No painted temporary striping or markings will be allowed unless the temporary markings will be entirely covered by the permanent markings.

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

Additional Construction Area Signs and Controls

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

- "Road Work Ahead" (Type C-23(CA)) signs shall be posted in advance of the first major cross street before the start of the work zone to allow traffic to avoid the work zone prior to entering the zone. The signs shall also be posted at the approaches to the project site.
- "End Road Work" (Type G20-2) signs shall be placed at all public road exits from the project site.
- The Contractor shall provide, install and maintain a minimum of four (4) lighted barricades for each individual construction site for concrete improvements (i.e. for curb and gutter removal & replacement and for accessibility ramp installation).

- Changeable message signs will be used starting one (1) week prior to construction beginning and will be maintained in place until construction impacts to the public no longer exist as determined by the Engineer.
- "Bikes May Use Full Lane" (R4-11)–modified for temporary construction sign

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

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

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

Pedestrian access at each individual project site may be diverted for a maximum of five (5) calendar days with approved traffic control plan. Drop off from existing improvements to excavated areas shall be temporarily ramped. Ramps shall be maintained at 12:1 or flatter with compacted sub-grade or base rock material until final improvements are installed.

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

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

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

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

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

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

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

The Contractor shall pay the Town liquidated damages in the amount of $1,000 per hour (or part of an hour) for traffic control that is set-up before the designated and approved hours of work. Liquidated damages for failure to open streets by the required time shall be $1,000.00 per hour.

Traffic Control System for Lane Closure
A traffic control system shall consist of closing traffic lanes in accordance with the details shown on Caltrans Standard Plans T10, T10A, T11, T11A, T12, T13, T13A, and T13B as shown in **Attachment B**, the provisions of Section 12, "Temporary Traffic Control," of the Standard Specifications, and these Contract Documents.

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

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

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

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

Temporary Pavement Delineation
Temporary pavement delineation shall comply with these Technical Specifications and with Section 12-3, "Temporary Traffic Control Devices," of the Standard Specifications, CA MUTCD, and these Contract Documents.

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.

8. Technical Specifications

8.1. TREE TRIMMING

Measurement and Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work in compliance with the Plans, Specifications, and "Tree Trimming" of the Technical Specifications, shall be included and paid for in the appropriate bid item price.

Bid Item #2	**Tree Trimming**	**L.S.**

Tree Protection
The Contractor shall comply with the Town Ordinance Chapter 29, Article 1, Division 2, "Tree Protection." The Contractor shall provide protective tree fencing per the Town Ordinance Sec. 29.10.1005, "Protection of Trees During Construction." The Engineer and Town Arborist shall be notified of any damages that occurs to a protected tree during construction.

Tree Trimming

If existing trees or shrubs, including median island planting, 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 existing trees or shrubs, 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 Engineer and shall be performed by a Contractor possessing a C-27 or a D-49 license. All costs for tree or shrub trimming and proper disposal shall be paid by the Contractor.

Tree clearance must be a minimum of 11 feet from the lip of gutter.

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.

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.

8.2. EXISTING FACILITIES

Measurement and Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work in compliance with the Plans, Specifications, and “Existing Facilities" of the Technical Specifications, shall be included and paid for in the appropriate bid item price.

Bid Item #3	**Adjust Sanitary Sewer Manhole to Grade**	**Ea.**
Bid Item #4	**Adjust Storm Manhole to Grade**	**Ea.**
Bid Item #5	**Adjust Survey Monument Cover to Grade**	**Ea.**
Bid Item #6	**Adjust Water Valve Cover to Grade (Revocable)**	**Ea.**
Bid Item #7	**Adjust Water Meter Box to Grade (Revocable)**	**Ea.**
Bid Item #8	**Adjust Gas Valve to Grade**	**Ea.**
Bid Item #9	**Adjust Sanitary Sewer Cleanout to Grade**	**Ea.**
Bid Item #10	**Adjust Vault to Grade**	**Ea.**
Bid Item #11	**Install New Monument Lid G5 Christy Box**	**Ea.**
Bid Item #A1.1	**Adjust Sanitary Sewer Manhole to Grade**	**Ea.**
Bid Item #A1.2	**Adjust Survey Monument Cover to Grade**	**Ea.**
Bid Item #A1.3	**Adjust Water Valve Cover to Grade (Revocable)**	**Ea.**
Bid Item #A1.4	**Install New Monument Lid G5 Christy Box**	**Ea.**

General

Existing Facilities shall conform to Section 15, “Existing Facilities,” of the Standard Specifications, the Plans, and these Contract Documents.

Protect Existing Facilities to Remain

The Contractor shall work around and protect all existing improvements to remain, including but not limited to existing utilities, monumentation, benchmarks, storm drainage facilities, utility vaults, traffic detector loops, home runs and

handholes, concrete and hot mix asphalt pavement, pavement markings, landscaping, irrigation facilities, and appurtenances that are within or adjacent to the construction areas.

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

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

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

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

Adjust Facilities to Grade

All existing manholes, traffic signal boxes, handholes, utility valve covers, utility frames, utility valve boxes, water meter boxes, cable boxes, vault covers, and monuments within the project limit of work area shall be adjusted to grade in accordance with Section 15, "Existing Facilities," of the Standard Specifications, the Plans, and these Contract Documents. Where existing facilities to be adjusted are located in traffic areas, said facilities shall be modified to handle traffic loads and retrofitted with traffic covers. Exact locations of survey monuments, etc. shall be field verified by the Contractor at the start of construction and field verified by the Engineer prior to the start of work

The Town shall be notified seven (7) working days prior to adjusting any facilities to grade. All work shall be done without any interruption to services provided by the facility.

Frames and covers shall be removed, transported, and stored without damage. Any items damaged shall be replaced at the Contractor's expense. Pre-existing damage must be brought to the Engineer's attention prior to commencement of any work. All facilities shall be adjusted to grade within fourteen (14) working days after the final hot mix asphalt overlay has been placed on each street. The covers shall be raised by excavating the frame and cover in a neat concentric circle with a diameter not greater than necessary to loosen and adjust the frame with the cover and the concrete collar.

At the direction of the Engineer, the Contractor shall use quick set concrete for all collars. Class A concrete mix (590 pounds cement per cubic yard concrete) shall be used to fill the void to an elevation 1" to 1.5" below finish grade. After

three (3) days of concrete set, a tack coat of undiluted SS1h asphalt emulsion shall be applied to all concrete and vertical surfaces. The hot mix asphalt (HMA) surface course to be applied shall be 1/2", Type A, compacted to a minimum of 95 percent. Asphalt binder shall be PG 64-10. Any facilities that are adjusted to grade, but are not to the satisfaction of the Engineer, shall be removed and re-adjusted within four (4) working days of being notified to do so by the Engineer. All required hot mix asphalt, tack coat and concrete required for raising facilities to grade shall be paid for under this contract item.

Monument boxes in work areas shall be raised or adjusted to the new grade without disturbing the existing monument, or the Contractor shall be responsible for obtaining services of a registered Surveyor to tie out the existing monument, remark, and reset the monument following the raising of the box. The Contractor shall be responsible for filing the appropriate Corner Records as necessary for relocation of the monument and shall provide a copy of all recorded documentation to the Town prior to project acceptance.

New monument boxes, including frames and covers shall be installed to grade around those monuments that do not have existing boxes. Any new monument boxes, frames, and covers needed shall be provided by the Town. All covers shall be stable under traffic.

The Contractor shall clean all concrete, HMA debris. and tack oil off of utility covers caused by the Contractor's operation.

8.3. HOT MIX ASPHALT (HMA)

Measurement and Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work in compliance with the Plans, Specifications, and "Hot Mix Asphalt (HMA)" of the Technical Specifications, including but not limited to constructing HMA, complete in place, including surface preparation, tack coat, temporary transition, job mix formula preparation, shall be included and paid for in the appropriate bid item price.

Bid Item #12	**2" Hot Mix Asphalt (HMA) Overlay**	**Ton**
Bid Item #13	**4" Hot Mix Asphalt (HMA) Overlay**	**Ton**
Bid Item #14	**Hot Mix Asphalt (HMA) Leveling Course**	**Ton**
Bid Item #A1.5	**Hot Mix Asphalt (HMA) Leveling Course**	**Ton**

General

Hot mix asphalt shall conform to Section 39, "Hot Mix Asphalt," of the Standard Specifications, the Plans, and these Technical Specifications. This work includes producing and placing hot mix asphalt (HMA) using the modified Standard Process and placing Minor Hot Mix Asphalt using the Method Process as indicated herein.

Generally, the hot mix asphalt to be used will be as follows unless modified by the Engineer, compacted to a minimum of 95%:

Leveling Courses: HMA Type A, 3/8-inch maximum

Surface Courses, Dig Outs, and Speed Humps:	HMA Type A, 1/2-inch maximum

The grade of asphalt binder mixed with aggregate for HMA Type A must be PG 64-10 and shall conform to Subsection 92-1.02(B), “Performance Grade Asphalt Binders,” of the Standard Specifications.

Construction

The work shall consist of preparing the existing street surfaces prior to the commencement of paving. Such work shall include removing controlling nuisance water, sweeping, watering, and removing loose and broken hot mix asphalt pavement and foreign material as specified in the Standard Specifications and these Contract Documents, and as directed by the Engineer.

Asphalt leveling course shall be spread to produce a uniform smoothness. The leveling course shall be compacted with an 8- to 10-ton rubber tire roller.

A tack coat of undiluted SS1H emulsified asphalt shall be placed on all exposed hot mix asphalt and concrete surfaces prior to placement of asphalt.

The Engineer may sample the hot mix asphalt from truck beds at the plant, from the hopper of the spreading machine, or from the completed mat at the discretion of the Engineer. The Contractor shall facilitate the sampling process.

The temperature of the hot mix asphalt prior to placement shall not be less than 260°F or at the discretion of the engineer.

The Contractor shall construct temporary pavement transitions at all transverse paving joints greater than 1 inch prior to allowing traffic onto the paved surface. Temporary pavement transitions shall have a maximum slope of 20:1 or as approved by the engineer and be constructed on Kraft paper or other suitable bond breaker such that upon removal of the temporary pavement transition, a clean notch remains. The temporary transitions may be constructed of either cold mix or hot mix.

The Contractor shall continuously maintain the temporary pavement until final paving. Each temporary transition shall be inspected by the Contractor and repaired as necessary to comply with these provisions at the end of each day including weekends and holidays.

Asphalt paving machines used for mainline overlay paving shall meet the following minimum criteria:

- Minimum Engine Power: 120 horsepower (HP)
- Minimum Operating Weight: 31,000 pounds (lbs.)
- Capable of Automatic Screed Control

The paving machine shall be capable of maintaining continuous forward travel and production placement without interruption due to insufficient power or weight.

The Contractor shall have hand-compaction equipment immediately available for compacting all areas inaccessible to rollers. Hand-compaction shall be performed concurrently with breakdown rolling. If for any reason hand-compaction falls behind breakdown rolling, further placement of hot mix asphalt shall be suspended until hand-compaction is caught

up. Hand-compaction includes vibraplates and hand tampers. Hand torches shall be available for rework of areas which have cooled.

After compaction, the surface texture of all hand work areas shall match the surface texture of the machine placed mat. Any coarse or segregated areas shall be corrected immediately upon discovery. Failure to immediately address these areas shall cause suspension of hot mix asphalt placement until the areas are satisfactorily addressed, unless otherwise allowed by the Engineer.

8.4. HOT MIX ASPHALT DIG OUT AND REPAIRS

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 “Hot Mix Asphalt Dig out and Repairs” of the Technical Specifications, shall be included and paid for in the appropriate bid item price.

Bid Item #15	**2" Depth Dig Outs**	**S.F.**
Bid Item #16	**4" Depth Dig Outs**	**S.F.**
Bid Item #A1.6	**2" Depth Dig Outs**	**S.F.**
Bid Item #A1.7	**4" Depth Dig Outs**	**S.F.**

General

Hot mix asphalt (HMA) dig outs shall conform to Section 39, “Hot Mix Asphalt,” of the Standard Specifications, the Plans, and these Contract Documents. Attention is directed to “Hot Mix Asphalt (HMA)” of these Technical Specifications. The Contractor shall grind and replace the hot mix asphalt pavement to a depth of four (4) inches on residential streets or six (6) inches on arterial streets at locations marked in the field by the Engineer.

Existing roadway sections may contain road paving fabric. All costs associated with the grinding, removing, and disposing of HMA including those containing road paving fabric shall be borne by the Contractor.

The Contractor shall notify the Engineer a minimum of five (5) working days prior to any dig out repair work done within any signalized intersection, which would cause expected interference/interruption to the existing traffic signal system and/or traffic control.

Prior to beginning any work on the dig out and repairs, the Contractor shall arrange for and conduct a field review of the job and mark out the locations of each dig out with the Engineer. The Engineer and Contractor shall record the agreed upon dimensions for each dig out at each location. Size of the dig outs shall not vary from this agreement unless specified in writing by the Engineer. Additional compensation shall not be allowed for dig outs in excess of the agreed upon size.

The HMA in the dig outs shall be placed on the same day as the removal. The HMA shall be placed and compacted in at least two lifts unless shown otherwise allowed by the Engineer.

The contract price per square foot shall remain the same despite any increase or decrease in contract quantities.

The existing section will be removed by grinding. Any additional expenses incurred due to the increase in the size of the dig out necessary to accommodate the size of grinder shall not be paid for by the Town, including the increased cost for the additional tonnage of asphalt necessary to fill the increased dig out area.

All dig outs shall be removed and replaced on the same day with a new full depth hot mix asphalt section. Upon removing the existing AC, all loose material shall be removed to a solid surface (95% compaction) or the Contractor shall compact the upper four inches (4") of the subgrade (or aggregate base) to not less than 95% relative compaction.

A tack coat of undiluted SS1H emulsified asphalt shall be placed on all exposed hot mix asphalt and concrete surfaces prior to placement of asphalt.

All excavations shall be backfilled with the final asphalt.

The Contractor shall provide a minimum of one self-propelled, vacuum sweeper to remain on-site at all times. The sweeper shall be used to keep the streets free from debris and hazards at the direction of the engineer. By the end of each working day, all streets shall be fully available to all types of traffic and free from hazards.

The Contractor shall be responsible for protecting all utility facilities and Town monuments located within the project area. The Contractor shall be responsible for repairing any damage to the utility facilities caused by the Contactor's operations and shall be responsible for hiring a surveyor and filing the necessary paperwork for any Town monument that needs to be reset due to the Contractor's work.

Pavement markers and thermoplastic markings that are removed and replaced as part of the dig outs are considered included in this item of work, therefore, no further compensation will be allowed.

8.5. WEDGE GRIND

Measurement and Payment

Full compensation for furnishing all labor, material, equipment, tools, and all other incidentals necessary to perform the full scope of work as described above, for removal, legal disposal or as specified herein and as directed by the Engineer, including temporary striping and delineation, tack coats and paint binders, and for performing all of the work involved in compliance with the Plans, Specifications, and "Wedge Grind," of the Technical Specifications, shall be included and paid for in the appropriate bid item price.

Bid Item #17	**6' Wedge Grind**	**L.F.**
Bid Item #18	**18' Wedge Grind**	**L.F.**
Bid Item #A1.8	**6' Wedge Grind**	**L.F.**
Bid Item #A1.9	**18' Wedge Grind**	**L.F.**

General

Grinding shall conform to Section 42-3, "Grinding," of the Standard Specifications, the Plans, and these Contract Documents. The Contractor shall furnish all necessary supervision, labor, materials, construction tools and equipment to complete asphalt removal and proper disposal at locations specified by the Engineer.

Scope

Wedge grind shall consist of a longitudinal wedge cut of 1.5” by 4’ (minimum) along gutter lines. Wedge grind shall consist of a transverse wedge cut of 1.5" by 18' (minimum) along streets not to receive a new surface treatment. The locations to wedge grind include, but are not limited to, any which abut any permanent structures such as curbs, gutters, sidewalks, driveways, concrete slabs, and catch basins. Any sections of asphalt that becomes loose after grinding shall be removed and disposed of by the Contractor at the Contractor’s expense.

Pavement wedge grind shall not be allowed more than 48 hours prior to schedule overlay operations without written authorization from the Engineer.

Cold milling/wedge cutting machines shall be operated so as not to produce fumes or smoke. They shall be capable of planning/milling/wedge cutting the pavement without requiring the use of a heating device to soften the pavement during, or prior to, the cutting operation.

The Contractor shall be responsible for maintaining all wedge cuts, using cutback or other methods, to prevent tire and suspension damage to vehicles and to prevent hazards to bicyclists and pedestrians.

Wedge cutting at corners, returns and hard to get areas shall be done with special grinding equipment capable of grinding such areas. Wedge cutting or grinding may encounter existing paving fabric on previously overlaid streets. No additional payment will be made for this condition and the Contractor shall dispose of the fabric at no additional cost. The same method shall be used on all structures that area left above the traveled asphalt surface.

Asphalt wedge grind shall be measured by lineal feet and as marked in the field by the Engineer. No payment shall be made for materials removed outside of the limits marked by the Engineer.

8.6. ASPHALT REMOVAL

Measurement and Payment

Full compensation for furnishing all labor, materials, equipment and incidentals, and for doing all of the work involved in compliance with the Plans, Specifications, and “Asphalt Removal" of the Technical Specifications, including but not limited to removal, legal disposal, temporary striping and delineation, tack coats, and paint binders, shall be included and paid for in the appropriate bid item price.

Bid Item #19	**Asphalt Removal-2" Depth**	**S.Y.**
Bid Item #20	**Asphalt Removal-4" Depth**	**S.Y.**

General

The Contractor shall furnish all necessary supervision, labor, materials, construction tools and equipment, supplies to complete asphalt removal, fabric/petromat, and proper disposal at locations marked by the Engineer. The Contractor to cold plane and remove asphalt to a depth as indicated on the Plans. No payment shall be made for materials removed outside of the limits marked by the Engineer. Existing pavement surface on roadways to be milled prior to pavement inlay shall be cold planed as specified herein. The Contractor shall be responsible for maintaining all cold planing cuts, using cutback or other methods, to prevent tire and suspension damage to vehicles and to prevent hazards to bicyclists and pedestrians.

Equipment

The machine used for planing shall have performed satisfactorily on similar work and shall meet the following requirements.

The planing machine shall be specifically designed and built for the planing of bituminous pavements without the addition of heat. It shall have the ability to plane Portland cement concrete patches in the bituminous pavement. The cutting drum shall be a minimum of sixty inches wide and shall be equipped with carbide tipped cutting teeth placed in a variable lacing pattern to produce the desired finish.

The machine shall be capable of being operated at speeds of zero to forty feet per minute, it shall be self-propelled, and have the capability of spraying water at the cutting drum to minimize dust. The machine shall be operated in such a way so that no fumes or smoke will be produced. The machine shall be capable of removing the paving material next to curbs or gutters and be designed such that the operator thereof can at all times observe the planing operation without leaving the controls. The machine shall be adjustable for slope and depth and shall be equipped with sonic sensing devices for controlling depth.

Construction

The limits of cold planing will be determined by the Engineer prior to construction. Cold planing may require removal of existing asphalt pavement above gutter lips, in addition to the required depth below the gutter lip, due to prior overlays. Pavement to be cold planed may contain pavement fabric. No additional payment will be made for these conditions and the Contractor shall dispose of the additional asphalt and/or fabric at no additional cost. Cold planing shall not be allowed more than 48 hours prior to the scheduled overlay operations without written authorization from the Engineer.

The Contractor shall obtain a water meter from San Jose Water prior to drawing water from any hydrant.

8.7. Asphalt Crack Sealing

Measurement and Payment

Full compensation for furnishing all labor, materials, tools, flaggers, equipment, and all incidentals, and for doing all of the work in compliance with the plans, specifications and “Asphalt Crack Sealing” of the Technical Specifications shall be included and paid for in the lump sum (L.S.) price for:

Bid Item #21	**Crack Sealing**	**L.S.**

General

Prior to any crack seal/fill, any cracks (including less than 1/4") within project limits shall be cleaned of dirt and vegetation. Prior to any types of pavement treatment or resurfacing, the Contractor shall crack seal/fill all cracks that are 1/4" wide or larger for slurry seal streets, cracks that are 1/2” or larger for rubber cape seal streets, and cracks that are 1/8” or larger for crack sealing only streets. The crack filler material shall be produced from an asphaltic base crude and granulated crude rubber. It shall not have been distilled at a temperature high enough to inquire by burning. The material shall meet any applicable rules and regulations of the Bay Area Quality Management District.

Materials, plants, vegetation, etc. shall be removed from all cracks prior to placement of the filler. The crack filler shall be a mixture of paving asphalt and ground rubber or ground rubber and polymer which conforms to the following requirements:

Softening Point, ASTM Designation:	D36	180°F minimum
Cone Penetration at 77°F, ASTM Designation:	D5329	30 dmm minimum
Resilience at 77°F, ASTM Designation:	D5329	40% minimum
Flow, ASTM Designation:	D5329	3 mm maximum

The gradation of the ground rubber shall be such that 100% will pass a No. 8 sieve.

The modified asphalt materials shall be furnished premixed in containers with an insider liner of polyethylene. Packaged material shall not exceed 60 lbs. in weight. Storage and heating instructions and cautions shall be supplied by the vendor with each shipment. The material shall be capable of being melted and applied to the cracks and joints at temperatures below 400°F. When heated, it shall readily penetrate cracks 1/4" wide or larger.

The vendor for the crack seal shall furnish a certificate that the material complies with the above requirements. A certificate of compliance conforming to Section 6-3.05E, “Certificates of Compliance,” of the Standard Specifications shall be supplied with each shipment. Crack filling shall take place after the asphalt dig out repairs and grinding work are completed. Crack filler should be left 1/8” to 1/4" below top of crack.

8.8. ASPHALT RUBBER CAPE SEAL, MICRO SURFACING, AND SLURRY SEAL

Measurement and Payment

Full compensation for furnishing all labor, materials, equipment, and incidentals and for doing all the work in compliance with the Plans, Specifications, and “Asphalt Rubber Cape Seal, Micro Surfacing, and Slurry Seal” of the Technical Specifications, shall be included and paid for in the appropriate bid item price.

Bid Item #22	**Asphalt Rubber Cape Seal**	**S.Y.**
Bid Item #23	**Micro Surfacing (Black Aggregate)**	**S.Y.**
Bid Item #A1.10	**Asphalt Rubber Cape Seal**	**S.Y.**

General

Asphalt rubber cape seal, rubber chip seal, micro surfacing, or slurry seal shall be installed in all designated locations as shown in **Appendix A**. Asphalt rubber cape seal is defined as the application of an asphalt rubber chip seal followed by the application of a Type II slurry seal or micro surfacing.

ASPHALT RUBBER CHIP SEAL

General

The following sections of this specification describe the preparation, materials application and finishing requirements for the asphalt rubber seal coat (asphalt rubber chip seal).

Asphalt rubber seal coat shall consist of an application of asphalt rubber binder and screenings pre-coated with paving asphalt. Asphalt rubber seal coat shall conform to the provisions specified for seal coats in Section 37-2, “Seal Coats,” of the Standard Specifications and these Special Provisions.

Materials

The Contractor shall furnish a Certificate of Compliance to the Engineer for each material used in the asphalt rubber binder mixture. It shall certify that the material conforms to the requirements in the Special Provisions. When requested by the Engineer, the Contractor shall also submit samples with the Certificate of Compliance. The Contractor shall provide the Engineer a Material Safety Data Sheet (MSDS) for each of the constituent components of the asphalt rubber binder and for the completed mixture of the asphalt rubber binder.

The Contractor shall provide a Certificate of Compliance for each truck load of crumb rubber modifier (CRM), paving asphalt, and asphalt modifier delivered to the project. The Quality Control Program used by the manufacturer of each ingredient shall include a sampling and testing frequency as shown below:

a. CRM shall be tested except for the grading requirement, at least once for every 250 tons with a minimum of once per project. CRM shall be tested for grading for every truck load delivered to the project.

b. Paving Asphalt shall be tested at least once for every 200 tons of production with a minimum of once per project.

c. Asphalt modifier shall be tested at least once for every 25 tons of production with a minimum of once per project.

d. A copy of the laboratory test results for the test parameters specified in these special provisions for CRM, paving asphalt, and asphalt modifier shall be submitted to the Engineer with the Certificate of Compliance for each truck load of individual material delivered to the project.

Certified volume or weight slips shall be delivered to the Engineer for materials supplied.

Paving Asphalt

Paving asphalt to be used in the asphalt rubber binder shall be Grade PG 64-16 and shall conform to the provisions in Section 92, “Asphalts,” of the Standard Specifications reflecting the use of ‘Performance Grade (PG)’ asphalt binders.

The paving asphalt for use in asphalt rubber binder shall be modified with an asphalt modifier. The rubberized asphalt concrete (RAC) chip material shall be made from 100% recycled California Waste Tires.

Asphalt Modifier

The asphalt modifier shall be a resinous, high flash point, aromatic hydrocarbon compound and shall conform to the following requirements:

Asphalt Modifier		
Test Parameter	ASTM Designation	Requirement
Viscosity, m^2/s (10^{-6}) at 100°C	D 445	X ±3*
Flash Point, CL.O.C. °C	D 92	405 min.
Molecular Analysis		
Asphaltenes, percent by mass	D 2007	0.1 max.

Aromatics, percent by mass		D 2007	55 min.
*	The symbol "X" is the viscosity of the asphalt modifier the Contractor proposes to furnish. The value "X" which the Contractor proposes shall be between the limits 19 and 36 and shall be submitted in writing to the Engineer. Any proposed change, requested by the Contractor, in the value "X" shall require a new asphalt rubber binder design.		

The asphalt modifier shall be proportionately added to the paving asphalt at the production site where the asphalt rubber binder is blended and reacted. Asphalt modifier shall be added at an amount of 2.5 percent to 6.0 percent by weight of the paving asphalt based on the recommendation of the asphalt rubber binder supplier. The paving asphalt shall be at a temperature of not less than 375°F no more than 440°F when the asphalt modifier is added. If the asphalt modifier is combined with the paving asphalt, before being blended with the CRM, the combined paving asphalt and asphalt modifier shall be mixed by circulation for a period of not less than 20 minutes. This premixing of asphalt modifier and paving asphalt will not be required when all ingredients of the asphalt rubber binder are proportioning with the meters conforming to the provisions in Section 9-1.02, “Measurement,” of the Standard Specifications.

Crumb Rubber Modifier (CRM)

Crumb rubber modifier (CRM) shall consist of a combination of scrap tire CRM and high natural CRM. The scrap tire CRM shall consist of ground or granulated rubber derived from any combination of automobile tires, truck tries or tire bufferings. The high natural CRM shall consist of ground or granulated rubber derived from materials that utilize high natural rubber sources.

Steel and fiber separation shall be accomplished by any method. Cryogenic separation, if utilized, shall be performed separately from and prior to grinding or granulating.

CRM shall be ground or granulated at ambient temperature. Cryogenically produced CRM particles that pass through the grinder or granulator without being ground or granulated, respectively, shall not be used.

CRM shall not contain more than 0.01-percent wire (by weight of CRM) and shall be free of other contaminants, except fabric. Fabric shall not exceed 0.05-percent by weight of CRM. A certificate of compliance certifying these percentages shall be furnished to the Engineer in conformance with Section 6-3.05E, “Certificates of Compliance,” of the Standard Specifications.

The length of an individual CRM particle shall not exceed 3/16 inch.

The CRM shall be sufficiently dry so that the CRM will be free flowing and will not produce foaming when combined with the blended paving asphalt and asphalt modifier mixture. Calcium carbonate or talc may be added at a maximum amount of 3 percent by weight of CRM to prevent CRM particles from sticking together. The CRM shall have a specific gravity of between 1.1 and 1.2 as determined by California Test 208. Scrap tire CRM and high natural CRM shall be delivered to the production site in separate bags and shall be sampled and tested separately.

CRM Material shall conform to the following requirements as determined by ASTM Designation D297:

	Scrap Tire CRM	**High Natural CRM**
	Percent	Percent

Test Parameter	Minimum	Maximum	Minimum	Maximum
Acetone Extract	6.0	16.0	4.0	16.0
Rubber Hydrocarbon	42.0	65.0	50.0	—
Natural Rubber content	22.0	39.0	40.0	48.0
Carbon Black Content	28.0	38.0	—	—
Ash Content	—	8.0	—	—

The CRM for asphalt rubber binder shall conform to the gradations specified below when tested in conformance with the requirements in ASTM Designation C136, except as follows:

a. Split or quarter 100 g +/- 5 g from the CRM sample and dry to a constant mass at a temperature of not less than 57°C nor more than 63°C and record the dry sample mass. Place the CRM sample and 5 g of talc in a 0.5-L jar. Seal the jar then shake the jar by hand for a minimum of one minute to mix the CRM and the talc. Continue shaking or open the jar and stir until particle agglomerates and clumps are broken and the talc is uniformly mixed.

b. Place one rubber ball on each sieve. Each ball shall have a mass of 8.5 g +/- 0.5 g, have a diameter of 24.5 mm +/- 0.5 mm, and shall have a Shore Durometer “A” hardness of 50 +/- 5 in conformance with the requirements in ASTM D2240. After sieving the combined material for 10 minutes +/- 1 minute, disassemble the sieves. Material adhering to the bottom of a sieve shall be brushed into the next finer sieve. Weigh and record the mass of the material retained on the 2.36-mm sieve and leave this material (do not discard) on the scale or balance. Observed fabric balls shall remain on the scale or balance and shall be placed together on the side of the scale or balance to prevent the fabric balls from being covered or disturbed when placing the material from finer sieves onto the scale or balance. The material retained on the next finer sieve (2.00-mm sieve) shall be added to the scale or balance. Weigh and record that mass as the accumulative mass retained on that sieve (2.00-mm sieve). Continue weighing and recording the accumulated masses retained on the remaining sieves until the accumulated mass retained in the pan has been determined. Prior to discarding the CRM sample, separately weigh and record the total mass of fabric balls in the sample.

c. Determine the mass of material passing the 75-µm sieve (or mass retained in the pan) by subtracting the accumulated mass retained on the 75-µm sieve from the accumulated mass retained in the pan. If the material passing the 75-µm sieve (or mass retained in the pan) has a mass of 5 g or less, cross out the recorded number for the accumulated mass retained in the pan and copy the number recorded for the accumulated mass retained on the 75-µm sieve and record that number (next to the crossed out number) as the accumulated mass retained in the pan. If the material passing the 75-µm sieve (or mass retained in the pan) has a mass greater than 5 g, cross out the recorded number for the accumulated mass retained in the pan, subtract 5 g from that number and record the difference next to the crossed out number. The adjustment to the accumulated mass retained in the pan is made to account for the 5 g of talc added to the sample. For calculation purposes, the adjusted total sample mass is the same as the adjusted accumulated mass retained in the pan. Determine the percent passing based on the adjusted total sample mass and record to the nearest 0.1 percent:

CRM Gradations

Sieve Sizes	Scrap Tire CRM Percent Passing	High Natural CRM Percent Passing
No. 8	100	100
No. 10	98 - 100	100
No. 16	45 - 75	95 - 100
No. 30	2 - 20	35 - 85
No. 50	0 - 6	10 - 30
No. 100	0 - 2	0 - 4
No. 200	0	0 - 1

Asphalt Rubber Binder

Asphalt rubber binder shall consist of a mixture of paving asphalt, asphalt modifier, and crumb rubber modifier.

At least 2 weeks before its intended use, the Contractor shall furnish the Engineer four, one-quart cans filled with the asphalt rubber binder proposed for use on the project. The Contractor shall supply the Engineer, for approval, a binder formulation, design profile and samples of all materials to be used in the asphalt rubber binder, at least 2 weeks before construction is scheduled to begin. The binder formulations shall consist of the following information:

A. Paving Asphalt and Modifiers:
    1. Source and grade of paving asphalt
    2. Source and identification (or type) of modifiers used
    3. Percentage of asphalt modifier by weight of paving asphalt
    4. Percentage of the combined blend of paving asphalt and asphalt modifier by total weight of asphalt rubber binder to be used
    5. Laboratory test results for test parameters shown in these Special Provisions

B. Crumb Rubber Modifier (CRM):
    1. Source and identification (or type) of scrap tire and high natural CRM
    2. Percentage of scrap tire and high natural CRM by total weight of the asphalt rubber blend
    3. If CRM from more than one source is used, the above information will be required for each CRM source used
    4. Laboratory test results for test parameters shown in these Special Provisions

C. Asphalt Rubber Binder:
    1. Laboratory test results of the proposed blend for test parameters shown in these Special Provisions

2. The minimum reaction time and temperature

The method and equipment for combining the paving asphalt, asphalt modifier, and CRM shall be so designated and accessible that the Engineer can readily determine the percentages by weight for each material being incorporated into the mixture.

The proportions of the materials, by total weight of asphalt rubber binder, shall be 80 percent +/- 2 percent combined paving asphalt and asphalt modifier and 20 percent +/- 2 percent CRM. However, the minimum amount of CRM shall not be less than 18.0 percent. Lower values shall not be rounded up. The CRM shall be combined at the production site and shall contain 75 percent +/- 2 percent scrap tire CRM and 25 percent +/- 2 percent high natural CRM, by weight.

The paving asphalt and asphalt modifier shall be combined into a blended mixture that is chemically compatible with the crumb rubber modifier to be used. The blended mixture shall be considered to be chemically compatible when the mixture meets the requirements for asphalt rubber binder (after reacting) found in these Special Provisions.

The blended paving asphalt and asphalt modifier mixture and the CRM shall be combined and mixed together at the production site in a blender unit to produce a homogeneous mixture.

The temperature of the blended paving asphalt and asphalt modifier mixture shall not be less that 375°F nor more than 440°F when the CRM is added. The combined materials shall be reacted for a minimum of 45 minutes after incorporation of the CRM at a temperature of not less than 375°F nor more than 425°F. The temperature shall not be higher than 10°F below the actual flash point of the asphalt rubber binder.

After reacting, the blended asphalt rubber binder shall conform to the following requirements:

Blended Asphalt Rubber Binder			
		Requirement	
Test Parameter	ASTM Test Method	Minimum	Maximum
Cone Penetration @ 25°C, 1/10 mm	D 217	25	60
Resilience @ 25°C, Percent rebound	D 5329	25	--
Field Softening Point, °C	D 36	55	88
Viscosity @190°C, Pa • s ($x10^{-3}$)	See Note	1500	3500

Note:

The viscosity test shall be conducted using a hand held Haake Viscometer Model VT 02 with Rotor 1, 24 mm depth x 53 mm height, or equivalent, as determined by the Engineer. The accuracy of the viscometer shall be verified by comparing the viscosity results obtained with the hand held viscometer to 3 separate calibration fluids of known viscosities ranging from 1000 to 5000 Pa • s (x10 3). The viscometer will be considered accurate if the values obtained are within 300 Pa • s (x10 3) of the known viscosity. The known viscosity value shall be based on the fluid manufacturer's standard test temperature or the test temperature versus viscosity correlation table provided by the fluid manufacturer. All viscometers used on the project shall be verified to be accurate. The test method for determining the viscosity of asphalt rubber binder using a hand held viscometer is available at the Transportation Laboratory, Office of Pavement Consulting Services, Sacramento, California, Telephone (916) 227 7300. The accuracy verification results shall be provided to the

Engineer and shall be certified by a Certificate of Compliance. The Certificate of Compliance shall be furnished to the Engineer in conformance with the provisions in Section 6 3.05E, "Certificates of Compliance," of the Standard Specifications.

The Contractor shall provide a Haake Viscometer, or equivalent, at the production site during the combining of asphalt rubber binder materials. The Contractor shall take viscosity readings of asphalt rubber binder from samples taken from the distributor truck a minimum of 45 minutes after incorporation of the CRM. Readings shall be taken at least every hour with no less than one reading for each batch of asphalt rubber binder. The Contractor shall log these results, including time and asphalt rubber temperature. A copy of the log shall be submitted to the Engineer on a daily basis. As determined by the Engineer, the Contractor shall either notify the Engineer at least 15 minutes prior to each test or provide the Engineer a schedule of testing times.

The reacted asphalt rubber binder shall be maintained at a temperature of not less than 375°F nor more than 425°F.

If any of the material in a batch of asphalt rubber binder is not used within 4 hours after the 45 minute reaction period, heating of the material shall be discontinued. If the asphalt rubber binder cools below 375°F and is then reheated, it shall be considered a reheat cycle. The total number of reheat cycles shall not exceed 2. The material shall be uniformly reheated to a temperature of not less than 375°F nor more than 425°F prior to use. Additional scrap tire CRM may be added to the reheated binder and reacted for a minimum of 45 minutes. The cumulative amount of additional scrap tire CRM shall not exceed 10 percent of the total binder weight. Reheated asphalt rubber binder shall conform to the requirements for blended asphalt rubber binder.

Screenings

Screenings shall conform to the provisions in these Special Provisions and in Section 37-2.02, “Materials,” of the Standard Specifications, except that Section 37-2.02H(1) and 37-2.02H(2) shall not apply.

Stockpiling of screenings after preheating and pre-coating with paving asphalt will not be permitted.

Canvas or similar covers that completely cover each load of pre-coated screenings shall be used during hauling to minimize temperature drop of the pre-coated screenings.

Screenings shall conform to the following grading requirements prior to pre-coating with paving asphalt:

Screenings Grading Requirements **1/2-inch Course Maximum**	
Sieve Sizes	Percentage Passing
3/4"	100
1/2"	95-100
3/8"	70-85
No. 4	0 – 15
No. 8	0 - 5
No. 200	0 - 1

Screenings shall conform to the following quality requirements immediately prior to preheating:

Screenings Quality Requirements		
Test Parameters	California Test	Requirements
Los Angeles Rattler Loss (100 Revolutions)	211	10 Max.
Los Angeles Rattler Loss (500 Revolutions)	211	40 Max.
Film Stripping	302	25 Max.
Cleanness Value	227	80 Min.
Durability	229	52 Min.

Screenings for asphalt rubber seal coat shall be preheated to between 260°F and 325°F and uniformly coated at a rate of 0.7 percent to 1 percent by weight of dry aggregate with Grade PG-64-10 asphalt, conforming to the provisions in Section 92, “Asphalts,” of the Standard Specifications reflecting the use of ‘Performance Grade (PG)’ asphalt binders. This reference to the Standard Specifications is for asphalt only and not for any other work.

Screenings shall be coated at a central mixing asphalt concrete plant that has been approved in conformance with the requirements in California Test 109. The exact rate will be determined by the Engineer upon a visual inspection of the first initial load delivered and thereafter as deemed necessary.

Equipment

The Contractor shall utilize the following equipment for asphalt rubber seal coat operations:

A. Self-propelled power brooms that clean the existing pavement and remove loose screenings without dislodging screenings set in the asphalt rubber binder. Gutter brooms or steel-tinned brooms shall not be used.

B. Pneumatic tired rollers conforming to the provisions in Section 39-3.03, “Spreading and Compacting Equipment,” of the Standard Specifications, except that the rollers shall have an air pressure of 100 pounds per square inch and maintained so that the air pressure will not vary more than +/- 5 pounds per square inch in each tire. A sufficient number of rollers shall be used so that one complete coverage will be provided in one pass.

C. A self-propelled screenings spreader, equipped with a screenings hopper in the rear, belt conveyors to carry the screenings to the front, and a spreading hopper equipped with full width distribution auger and spread roll. The screenings spreader shall be capable of providing a uniform screening spread rate over the entire width of the traffic lane in one application.

D. An asphalt heating tank equipped to heat and maintain the blended paving asphalt and asphalt modifier mixture at the necessary temperature before blending with the CRM. This unit shall be equipped with a thermostatic heat control device and a temperature reading device and shall be accurate to within +/- 5° F and shall be of the recording type.

E. A mechanical mixer for the complete, homogeneous blending of paving asphalt, asphalt modifier, and CRM. Paving asphalt and asphalt modifier shall be introduced into the mixer through meters conforming to the

provisions in Section 9-1.02, “Measurement,” of the Standard Specifications. The blending system shall vary the rate of delivery of paving asphalt and asphalt modifier proportionate with the delivery of CRM. During the proportioning and blending of the liquid ingredients, the temperature of paving asphalt and the asphalt modifier shall not vary more than +/- 25° F. The paving asphalt feed, the asphalt modifier feed, and the CRM feed shall be equipped with devices by which the rate of feed can be determined during the proportioning operation. Meters used for proportioning individual ingredients shall be equipped with rate-of-flow indicators to show the rates of delivery and resettable totalizers so that the total amounts of liquid ingredients introduced into the mixture can be determined. The liquid and dry ingredients shall be fed directly into the mixer at a uniform and controlled rate. The rate of feed to the mixer shall not exceed that which will permit complete mixing of the materials. Dead areas in the mixer, in which the material does not move or is not sufficiently agitated, shall be corrected by a reduction in the volume of material or by other adjustments. Mixing shall continue until a homogeneous mixture of uniformly distributed and properly blended asphalt rubber binder of unchanging appearance and consistency is produced. The Contractor shall provide a safe sampling device that delivers a representative sample of the completed asphalt rubber binder of sufficient size to permit the required tests.

F. An asphalt rubber binder storage tank equipped with a heating system to maintain the proper temperature of the asphalt rubber binder and an internal mixing unity that maintains a homogeneous mixture of blended paving asphalt, asphalt modifier, and CRM.

G. A self-propelled truck or trailer mounted distributor, equipped with an internal mixing unit that maintains a homogeneous mixture of blended paving asphalt, asphalt modifier and CRM. The distributor shall have a pump or pumps that sprays asphalt rubber binder within +/-0.05 gallons per square yard of the specified rate. The distributor shall have a fully circulating spray bar that applies the asphalt rubber binder without a streaked or otherwise irregular pattern. The distributor shall be equipped with a tachometer, pressure gages, volume measuring devices and thermometer. The distributor shall have a platform on the rear of the vehicle and an observer shall accompany the distributor. The observer shall ride in such a position that all spray nozzles are in full view and readily accessible for unplugging plugged nozzles, should plugging occur.

H. Tailgate discharge trucks for hauling screenings shall be equipped with a device to lock onto the hitch at the rear of the screenings spreader. Haul trucks shall be compatible with the screenings spreader so that the dump bed will not push down on the spreader when fully raised or have too short a bed which results in screenings spilling while dumping into the receiving hopper.

All equipment shall be approved by the Engineer prior to use.

Preparation

The Contractor shall perform the necessary crack sealing of each street prior to the Contractor performing the necessary pavement dig out repairs and application of the chip seal or as directed by the Engineer. The Contractor shall be responsible for preparation of the pavement to receive seal coat required under Section 37-2.03D, “Surface Preparation,” of the Standard Specifications. Prior to placing chip seal coat, the streets shall be cleaned by sweeping with self-propelled vacuum or regenerative air sweepers with water spray bars to reduce dust. Sidewinder sweepers or brooms that wind row material and do not remove it shall not be used. Completion of sweeping shall be evidenced by the absence of all loose particles of paving, all dirt and all other extraneous material. If needed, all areas shall be swept a second time or more if necessary in the same manner as the first sweeping or as directed by the Engineer.

Applying Asphalt Rubber Binder

Asphalt rubber binder shall be applied in conformance with these Special Provisions and with the provisions for applying asphaltic emulsion in Section 37-2.03F, “Applying Emulsion,” of the Standard Specifications, except as noted below and shall apply.

Asphalt rubber binder for asphalt rubber seal coat shall be applied at a rate of 0.55 gallon to 0.65 gallon per square yard. The exact rate will be determined by the Engineer.

Asphalt rubber binder shall be placed upon a clean, dry surface. The pavement surface temperature shall be a minimum of 60°F where asphalt rubber binder is to be applied. The atmospheric temperature shall be a minimum of 60°F and a maximum of 109°F.

Distributor bar height, distribution speed, and shielding materials shall be utilized to reduce the effects of wind upon spray distribution as directed by the Engineer. The Engineer will delay or reschedule work when high, gusting or dusty winds prevent or adversely affect binder or screening application operations. Necessary equipment shall be in position and ready to commence placement operations before starting.

The Contractor shall comply with Federal, State, and Local environmental laws, rules, regulations, and ordinances including, but not limited to, air quality requirements.

The asphalt rubber binder shall be applied to the roadway immediately following mixing and reacting and shall be applied at a temperature not less than 385°F nor more than 415°F. Asphalt rubber binder application shall not be in excess of that which can be covered with screenings within two (2) minutes.

When placing asphalt rubber seal coat at intersections, left turn lanes, gore points, and other irregular areas, asphalt rubber application shall not be in excess of that which can be covered with screenings within fifteen (15) minutes.

When joining edges against areas with screenings, the joint shall be swept clean of excess screenings prior to the adjacent application of asphalt rubber binder. Transverse joints of this type shall be constructed by placing roofing paper across and over the end of the previous asphalt rubber seal coat applications. Once the spraying has progressed beyond the paper, the paper shall be removed immediately.

The longitudinal joint between adjacent applications of screenings shall coincide with the line between designated traffic lanes. Longitudinal joints shall be overlapped for complete overage. The overlap shall not exceed 4 inches.

At longitudinal joints with screenings, the edge shall be broomed back and blended to eliminate differences in elevation. The joints shall be free from ridges and depressions and shall have a uniform appearance consistent with the adjacent sealed surface. Defects shall be corrected at the Contractor’s expense.

Joints between areas of asphalt rubber binder without screenings shall be made by overlapping asphalt rubber binder distributions. The excess material shall be properly dispersed by spreading with a squeegee or rake over a larger area of freshly applied asphalt rubber binder.

The application of asphalt rubber binder to areas not accessible with the distributor bar on the distributor torch shall be accomplished by using pressurized hand wands or other means approved by the Engineer.

Spreading Screenings

Screenings for asphalt rubber seal coat shall be spread in conformance with the provisions specified for spreading screenings on asphaltic emulsion in these Special Provisions and in Section 37-2.03G, “Spreading Screenings,” of the Standard Specifications, except as noted below and shall apply.

Following the application of the asphalt rubber binder, screenings shall be placed over areas receiving asphalt rubber binder.

Screenings for asphalt rubber seal coat shall be applied at a temperature not less than 225°F and not more than 325°F after applying asphalt rubber binder.

The Contractor shall prevent any vehicle, including construction equipment, from driving on the asphalt rubber binder prior to application of the screenings.

Screenings shall be applied at a rate of 25 pounds to 35 pounds per square yard. The exact rate will be determined by the Engineer. The completed spread rate shall be within 10 percent of the rate determined by the Engineer. The completed surface shall be free of gaps, ridges, depressions or other irregularities caused by the application of the asphalt rubber seal coat.

Finishing

Asphalt rubber seal coat shall be finished in conformance with the provisions for finishing screenings spread on asphaltic emulsion in these Special Provisions and in Section 37-2.03H, “Finishing,” of the Standard Specifications, except as noted below and shall apply.

Initial rolling of the asphalt rubber seal coat shall consist of a minimum of one complete coverage with one or more pneumatic-tired rollers and shall begin within 90 seconds following the placement of the screenings. Chip spreading will not be allowed with less than two (20) operating rollers on the job.

The distance between the rollers and the screenings spreader shall not exceed 200 feet at any time during the spreading of the screenings operations.

A minimum of 3 complete coverages as defined in Section 39-3.04, “Transporting, Spreading, and Compacting,” of the Standard Specifications with pneumatic-tired rollers, after the initial coverage, shall be made on the asphalt rubber seal coat. When permitted by the Engineer, the final roller coverage may be made with one steel wheel roller weighing 8 tons minimum and 10 tons maximum. If a steel wheel roller is used, the roller shall be operated in the static mode only.

The Contractor shall immediately remove any excess asphalt rubber from the gutters. The Contractor shall not continue to the next street until all excess asphalt rubber is removed to the satisfaction of the Engineer. No extension of time will be granted due to delay caused by non-compliance with this provision.

Sweeping shall be a multi-step operation following final rolling of the screenings. Loose screenings shall be removed from the roadway surface and abutting adjacent areas. Loose screenings shall be disposed of at least 150 feet from the nearest waterway.

Initial sweeping shall be completed before controlled traffic is permitted on the asphalt rubber seal coat. Removal of excess screenings shall be completed before uncontrolled traffic is permitted on the completed asphalt rubber seal coat. Final sweeping shall be done and loose screenings shall be removed without dislodging the screenings set in the asphalt rubber binder prior to acceptance.

Sidewinder sweepers or brooms that wind row material and do not remove it shall not be used. A minimum of two (2) sweepers shall be used at all times. All areas shall be swept a second time or more if necessary in the same manner as the first sweeping or as directed by the Engineer. Completion of sweeping shall be evidenced by the absence of loose chips in gutters or driveways. Special attention shall be required in sweeping driveways clear of loose chips. The Contractor shall also be responsible for removal of all chips from the sidewalks and other affected areas. Streets in hill

areas shall be swept as often as necessary to remove loose chips from the roadway. The Contractor shall provide a sufficient number of sweepers (minimum two) to sweep all streets within 24 hours after spreading screenings (chips).

The use of any sweeper that causes damage to the chip seal coat shall be discontinued. The Contractor shall patch the chip seal where any voids exist prior to application of the fog, slurry, or micro seal. Any void caused by automobile tires, poor adhesion of chips to emulsion, or any other cause shall be the Contractor's responsibility to patch prior to application of the fog or slurry seal.

Final Sweeping

A minimum of three (3) self-propelled power brooms shall be used that are capable of cleaning the existing pavement and removing loose screenings without dislodging screenings set in the asphalt rubber mixture. Gutter brooms or steel-tined brooms shall not be used.

Sweeping of the chip seal shall commence one hour after completion of the rolling operation or as directed by the Engineer. Sweeping shall be completed prior to allowing uncontrolled traffic on the road surface. Three (3) additional sweepings shall be performed one day, three days, and seven days after placement of the chip seal to remove all loose screenings. The Contractor shall spray water on these subsequent sweepings for dust removal. Excess screenings shall be salvaged and stockpiled at a designated location or removed from the job site by the Contractor.

On the day of the actual chip seal operations, three power sweepers shall be used on those streets being chip sealed that day. Two sweepers shall be used to remove excess screenings from the road surface, and one sweeper shall directly follow the chip seal operations and be used to clean the surrounding streets and road surfaces outside of the project area to avoid tracking loose material. During sweeping the day of the chip seal, water shall not be used in the removal of loose material.

POLYMER MODIFIED SLURRY SEAL (BLACK AGGREGATE)

General

The slurry seal shall consist of a mixture of a polymer modified asphalt emulsion, mineral aggregate, mineral filler, water, and specified additives. The materials shall be proportioned, mixed and uniformly spread over a properly prepared surface as directed by these Special Provisions and the Engineer. The slurry seal shall conform to the requirements of Section 37-3, "Slurry Seal and Micro-surfacing," of the Standard Specifications and these Special Provisions. The completed slurry seal shall leave a homogeneous mat and adhere firmly to the prepared surface.

The terminology "latex-modified" and "polymer-modified" asphaltic emulsion is to be used interchangeably in these Special Provisions to mean the same thing.

Asphaltic Emulsion

Asphaltic Emulsion used for slurry seal shall be designated as grade PMCQS-1h or equal.

The polymer used to modify the asphaltic emulsion, shall be, at the option of the Contractor, neoprene, or a co-polymer of butadiene and styrene. Solid polymers shall be adequately blended into the asphalt prior to emulsification. If a liquid latex such as neoprene or similar is used, the latex shall be "co-milled" into the emulsion through the water phase during manufacturing.

Each load of polymer modified asphaltic emulsion shall have a certificate from the asphalt emulsion manufacturer guaranteeing that either asphalt blending or "co-milling" processes were used. The certificate shall also state the

percentage of the solid rubber polymer added by weight of the asphalt as well as the composition of the polymer. The addition of latex to the emulsion after emulsion manufacturing is prohibited.

The polymer modified asphalt emulsion shall conform to the following specifications:

Tests on Emulsion			
Test	Test Method	Requirement	
		Minimum	Maximum
Viscosity SSF, @ 77°F, seconds	AASHTO T59	15	90
Sieve Test, %	AASHTO T539	---	0.30
Storage Stability Test, 1 day %	AASHTO T59	---	1.0
Residue by Evaporation, %	CTM 331	57	---
Particle Charge	AASHTO T59	Positive	
Tests on Residue			
Test	Typical	Requirement	
		Minimum	Maximum
Penetration, 77°F	AASHTO T49	40	90
Ductility, 77°F, mm	AASHTO T51	400	---
Polymer Content, % See Section 94-1.01C of the Standard Specifications for Sampling Requirements	CTM 401	2.5%	---
OR			
Torsional Recovery, %	CTM 332	18	---

A certificate of Compliance shall be furnished to the Engineer in accordance with Section 6-3.05E, “Certificates of Compliance,” of the Standard Specifications and these Special Provisions. The Certificate of Compliance shall include all information stipulated in Section 94, “Asphaltic Emulsions,” of the Standard Specifications. Additional information relevant to the specifications shall be furnished if requested by the Engineer. Samples will be obtained in accordance with ASTM Method D140 or such other methods as are approved by the Engineer.

Aggregate

Aggregate for the slurry seal shall comply in all respects to requirements in Section 37-3, “Slurry Seal and Micro-surfacing,” of the Standard Specifications for a Type II slurry seal except for the following:

Aggregate shall consist of sound, durable, crushed stone or crushed gravel. If approved by the Engineer, mineral filler will be allowed.

Aggregates shall be 100% crushed with no rounded particles, volcanic in origin, and black in color. The use of gray or light-colored aggregate will not be allowed. The percentage composition by weight of the aggregate shall conform to the following grading:

Percentage Passing	
Sieve sizes	Type II
3/8” (9.5 – mm)	100
No. 4 (4.75 – mm)	90-100
No. 8 (2.36 – mm)	65-90
No. 16 (1.18 – mm)	40-70
No. 30 (600 – um)	25-50
No. 200 (75 – um)	5-15
Theoretical asphalt content, % based on dry aggregate	7.5-13.5
Approximate application rate (Pounds/Square Yard)	14-18

The aggregate shall also conform to the following quality requirements:

Test	**Method of Test**	**Requirement**
Sand Equivalent	CTM 217	60 min.
Durability Index	CTM 229	55 min.

When the results of both the aggregate grading and the Sand Equivalent test do not conform to the requirement specified, both payments to the Town shall apply. The Town may deduct these amounts from any monies due, or that may become due the Contractor under the contract. No single aggregate grading or Sand Equivalent test shall represent more than 300 tons or one-day’s production whichever is smaller.

The Contractor, in accordance with Section 6-3.05E, “Certificates of Compliance,” of the Standard Specifications, will furnish a Certificate of Compliance for aggregates used in the slurry seal. The Certificate of Compliance shall include results of laboratory tests indicating the average gradation, minimum sand equivalent and maximum film stripping and durability index, all in accordance with Section 37-2.02, “Materials,” of the Standard Specifications.

Mineral Filler

Mineral filler shall be either Portland Cement, hydrated lime, limestone dust, fly ash or other approved filler meeting the requirements of ASTM D242 and shall be used if required by the mix design. The mineral filler shall be considered as part of the aggregate in calculations regarding slurry seal asphalt content.

Additives

Additives may be used to accelerate or retard the mixing and setting characteristics of the slurry seal or improve the resulting finished surface. The use of additives in the slurry mix (or individual materials) shall be made initially in quantities predetermined by the mix design with field adjustments if required. If the use of additives during application requires a greater than + or – 1.0% deviation from the recommendations of the mix design, a new mix design will be performed to verify system performance at higher or lower additive levels.

Mix Design

At least seven (7) working days before slurry seal placement commences, the Contractor shall submit to the Engineer for approval a laboratory report of tests and proposed mix design covering the specific materials to be used on the project. The percentage of asphalt emulsion proposed in the mix design shall be within the percentage range specified in Section 37-3.03B, “Proportioning,” of the Standard Specifications.

The tests and mix design shall be performed by a laboratory capable of performing the applicable International Slurry Seal Association (ISSA) tests. The proposed slurry seal mixture shall conform to the requirements specified when tested in accordance with the following tests:

Test	Description	Specification
ISSA TB 106	Slurry Seal Consistency, mm	30 maximum
ISSA TB-139	Wet Cohesion (using project source aggregate, asphalt emulsion and set-control agents, if used) 30 minutes min. 60 minutes min.	 12 kg-cm minimum 20 kg-cm minimum
ISSA TB-109	Excess Asphalt By LWT Sand Adhesion	50 g/ft^2 maximum (538 g/m^2 maximum)
ISSA TB-114	Wet Stripping	Pass
ISSA TB 115	Compatibility	Pass
ISSA TB-100	Wet Track Abrasion Loss, one-hour soak (minimum asphalt content)	75 g/ft^2 maximum (807 g/m^2 maximum)
ISSA TB-113	Mix Time (Mixing test and set time test shall be done at the highest temperature expected during construction	Controllable to 180 sec. minimum

The laboratory report shall be signed by the laboratory that performed the tests and mix design and shall show the results of the tests on individual materials, comparing the test results to those required by the specifications. The report shall clearly show the proportions of aggregate, filler (as determined from the tests, minimum and maximum), water (minimum and maximum), asphalt solids content based on the dry weight of aggregate and set-control agent usage. The laboratory shall also report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). Previous laboratory reports covering the same materials may be accepted provided they are made during the same calendar year.

The Engineer shall approve the mix design and all slurry seal materials and methods prior to use. The job mix design shall conform to the specification limits and be suitable for the traffic climate conditions, curing conditions and final use. This will include recommended application rate of slurry to suit the job conditions. Any changes in the proportions will be made only when approved by the Engineer.

Proportioning

Proportioning shall conform to the provisions in Section 37-3.03B, “Proportioning,” of the Standard Specifications and these Special Provisions.

The completed mixture, after addition of water and any set-control agent used, shall be such that the slurry seal mixture has proper workability and (a) will permit uncontrolled traffic on the slurry seal within two (2) hours after placement without the occurrence of tracking, bleeding, raveling, separation or other distresses, and (b) prevent development of bleeding, raveling, separation or other distress within fifteen (15) days after placing the slurry seal.

Mixing and Spreading Equipment

Mixing and spreading equipment shall conform to the provisions in Section 37-3.03C, “Mixing and Spreading Equipment,” of the Standard Specifications and these Special Provisions.

A minimum of two 7-cubic yard capacity or larger slurry machines shall be on the job and in good operating condition at all times. Machines must be able to negotiate all turns next to the curbs in cul-de-sacs, on initial pass in one continuous pass.

Preparation of Surface

Before the polymer modified slurry seal is applied, the pavement surface shall be swept free of all debris and loose debris using power sweepers, cracks shall be filled, and dig outs completed. The Contractor shall remove all existing weeds and plant materials in all the street sections that will receive slurry seal surfacing. Removal of weeds and plant materials shall be done using a chemical weed killer (per manufacturer’s recommendations) such as approved by the Engineer, and all these areas shall be thoroughly cleaned using compressors or other means acceptable to the Engineer.

All existing/temporary pavement markers, paint and thermoplastic shall be removed and disposed of by the Contractor. Said removal shall not occur sooner than two days prior to the slurry sealing is performed and shall be paid under Section 10-8, “Pavement Marker, Thermoplastic Marking, and Striping Removal,” of these Special Provisions.

Manholes, valves, survey monuments, or miscellaneous frames and covers shall not receive a seal coat. These shall be protected as noted in Section 10-3, “Existing Facilities,” of these Special Provisions. Any frame or cover seal coated shall be cleaned to the satisfaction of the Engineer and the cost for the cleaning shall be borne by the Contractor.

On those streets scheduled to receive slurry seal after the application of the rubberized asphalt seal coat, the chip seal shall be allowed to age and cure under traffic for at least one week before placing the slurry mixture. A longer curing period shall be required if, in the opinion of the Engineer, the rubberized asphalt binder used for the chip seal has not

achieved a reasonable set, which could result in damage to the cape seal if prematurely covered by the slurry mix. The Contractor shall sweep and remove all loose screenings prior to the placement of the slurry seal mix.

The Engineer will give notification to the Contractor indicating when the slurry mixture can be applied. Unless adverse weather conditions prevail, as determined by the Engineer, the curing period will not exceed two (2) weeks.

The Contractor shall patch the chip seal where any voids exist prior to application of the slurry seal. Any voids caused by automobile tires, poor adhesion of chips to emulsion, or any other cause shall be the Contractor's responsibility to repair prior to application of slurry seal.

Placing

Placing shall conform to the provisions in Section 37-3.03D, "Placing," of the Standard Specifications and these Special Provisions. The Contractor shall place slurry seal no later than 2 pm onto any street surface.

No application of slurry mixture shall be permitted when the temperature of the pavement to be surfaced is below 50° F or when the air temperature is below 60°F in the shade or when, in the opinion of the Engineer, road conditions, road temperatures, imminence of rain, wetness or dampness are not conducive to successful results.

The slurry mixture shall be uniformly spread by means of a controlled spreader box conforming to the requirements of Section 37-3.03C, "Mixing and Spreading Equipment," of the Standard Specifications.

If required by the Engineer, the slurry machine shall be inspected and calibrated on a 300-foot test section. The calibration shall establish the settings required to obtain the application rate for the slurry and correct proportions of ingredients in accordance with these Special Provisions.

All surfaces to be slurry sealed shall be lightly dampened with a fog spray of water. The slurry machine shall move forward at such a speed that the fluid slurry mixture will penetrate and substantially fill all available voids. The slurry box squeegees, rubber belting, or similar material, shall be flexible enough to wipe the slurry uniformly over the surface of the roadway without gouging, scouring or abrading the existing surface or chips.

The slurry seal mixture shall be spread at a rate between 12-20 lbs./sq. yd. The exact rate will be determined in the field by the Engineer.

Areas which cannot be reached with the slurry seal machine shall be surfaced using hand squeegees to provide complete and uniform coverage. Care shall be taken to leave no unsightly appearance from the handwork. All handwork shall achieve the same type of finish as applied by the spreader box. All incidental handwork such as surfacing of driveway aprons and returns shall be done concurrently with the surfacing of the street proper.

The joint between the edge of pavement and the concrete gutter shall be sealed/filled with slurry seal and not overlap into the gutter pan. Any application spillage beyond this joint shall be removed or cleaned up by the Contractor to the satisfaction of the Engineer. Gutter spills and any tracking of slurry seal onto concrete improvements shall be cleaned immediately. The edges of the limits of the slurry seal application of both sides of the street shall be maintained in a neat and uniform line.

All lines of termination of slurry sealing shall be neat and straight. The Contractor shall use building paper or an approved equal header material at all limits of work. Longitudinal joints shall be at the crown of the street or at the edge of the traveled lanes. No excessive buildup or unsightly appearance shall be permitted on longitudinal and transverse joints.

Care will be taken to avoid leaving ridges at the lap joints between adjoining passes. Wherever possible, joints will coincide with lane lines or in the center of the lane. In no case will ridges be allowed in the normal wheel track of vehicles. The forward speed of the slurry spreader shall be adjusted to eliminate corrugations or surface irregularities in the slurry coat, which are caused by excessive speed.

No lumping, balling, or unmixed aggregate shall be permitted. No segregation of the emulsion and fines from the coarse aggregate shall be permitted. If coarse aggregate settles to the bottom of the mix, the slurry mix shall be removed from the pavement. No excessive breaking of emulsion shall be allowed in the spreader box. No streaks caused by oversize aggregates will be left on the finished pavement and ridges or washboarding in the finished product shall not be allowed.

Weight tags shall be furnished to the Engineer for all materials delivered to the site including aggregates, emulsified asphalt for slurry and retardant.

The Contractor shall immediately remove any excess slurry from the gutters. The Contractor shall not continue to the next street until all excess slurry is removed as determined by the Engineer. No extension of time will be granted due to delay caused by non-compliance with this provision.

The Contractor shall furnish and maintain in good operating condition all tools and equipment necessary to do the work with a minimum of inconvenience to the public and shall employ sufficient personnel to operate all equipment efficiently and skillfully.

The Contractor shall refrain from using fuel or solvents of any kind for cleaning tools and equipment in such a manner as to permit spillage of diesel fuel or solvent on the pavement, curbs, gutters, parkways, or other adjoining areas.

The Contractor shall be responsible for maintaining a clear work area until the chip seal, micro surfacing, or slurry seal has set. If the newly installed microsurfacing or slurry surface is damaged, the Contractor shall remedy any non-compliant work at the Contractor’s sole expense.

Final Sweeping

Self-propelled power brooms shall be used that are capable of cleaning the existing pavement and removing loose screenings without dislodging screenings set in the asphalt-rubber mixture. A minimum of three (3) sweepings shall be performed one day, seven days, and fourteen days after placement of the slurry seal or micro surfacing to remove all loose screenings.

MICRO SURFACING (BLACK AGGREGATE)

General

The slurry seal shall consist of a mixture of a polymer modified asphalt emulsion, mineral aggregate, mineral filler, water, and specified additives. The materials shall be proportioned, mixed and uniformly spread over a properly prepared surface as directed by these Special Provisions and the Engineer. The slurry seal shall conform to the requirements of Section 37-3, “Slurry Seal and Micro-surfacing,” of the Standard Specifications and these Special Provisions. The completed slurry seal shall leave a homogeneous mat and adhere firmly to the prepared surface.

Asphaltic Emulsion

Asphaltic Emulsion used for micro surfacing shall be designated as a quick-set latex modified cationic type CQS-1H emulsion and shall conform to the requirements specified in AASHTO M208 and ASTM 2397. It shall pass all applicable

storage and settlement tests. The latex shall be milled into the emulsion. The cement mixing test shall be waived for this emulsion. The completed micro surfacing shall leave a homogeneous mat and adhere firmly to the prepared surface.

Each load of polymer modified asphaltic emulsion shall have a certificate from the asphalt emulsion manufacturer guaranteeing that either asphalt blending or “co-milling” processes were used. The certificate shall also state the percentage of the solid rubber polymer added by weight of the asphalt as well as the composition of the polymer. The addition of latex to the emulsion after emulsion manufacturing is prohibited.

A certificate of Compliance shall be furnished to the Engineer in accordance with Section 6-3.05E, “Certificates of Compliance,” of the Standard Specifications and these Special Provisions. The Certificate of Compliance shall include all information stipulated in Section 94, “Asphaltic Emulsions,” of the Standard Specifications. Additional information relevant to the specifications shall be furnished if requested by the Engineer. Samples will be obtained in accordance with ASTM Method D140 or such other methods as are approved by the Engineer.

Distillation of residue will be at a temperature of 350 degrees F for 20 minutes. Softening point of the residue shall be 140 degrees F minimum. Viscosity, absolute at 140 degrees F, shall be 8,000 poise minimum.

The water shall be potable and shall be free of harmful soluble salts.

Special quick-setting emulsifier agents shall be milled into the asphalt emulsion. The emulsified asphalt shall be so formulated that when the paving mixture is applied at thickness of one inch width the relative humidity at not more than 50% and the ambient air temperature of at least 75 degrees F, the material will cure sufficiently so that rolling traffic can be allowed in one hour with no damage to the surface, as verified by the Engineer.

A mineral additive shall be introduced to the mineral aggregate and may be any recognized brand of non-air entrained Portland cement or hydrated lime that is free of lumps, or other approved mineral additive. The amount of mineral additive needed shall be determined by the laboratory mix design and will be considered as part of the material gradation requirement. A liquid field control additive is introduced and blended with water to provide effective control of the required quick-set properties. This additive shall be made available by the chemical supplier or emulsion manufacturer and certifiable as being compatible with the mixture.

Aggregate

The mineral aggregate used shall be of the type and grade specified for micro surfacing and shall comply in all respects to requirements in Section 37-3, “Slurry Seal and Micro-surfacing,” of the Standard Specifications.

The aggregate shall be manufactured crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate or combination thereof. Aggregates shall be 100% crushed with no rounded particles, volcanic in origin, and black in color. The use of gray or light-colored aggregate will not be allowed.

The aggregate including natural fines when tested by AASHTO methods T11 or T27 or ASTM C117 or C136, should met the referenced gradation requirements.

To limit the permissible amount of clay like fines in an aggregate, a sand equivalent value of 65 or higher is required when tested by ASTM 2419.

The aggregate shall have a weighted loss of not more than 15% when the sodium sulfate test is used or 20% when the magnesium sulfate test is used.

The aggregate wear, from resistance to abrasion, shall be a maximum of 35% when using AASHTO T96 or ASTM C131 test methods.

Aggregate-Recommended Gradations:

	Percentage Passing	
Screen Size	Type II	Type III
3/8”	100	100
No. 4	90-100	70-90
No. 8	65-90	45-65
No. 16	40-65	30-50
No. 30	25-45	19-34
No. 50	15-30	12-25
No. 100	10-21	7-18
No. 200	5-13	4-12

The aggregate shall also conform to the following quality requirements:

Test	Method of Test	Requirement
Sand Equivalent	CTM 217	65 min.
Durability Index	CTM 229	65 min.
Percentage of Crushed Particles	CTM 205	95% min.
Los Angeles Rattler, Loss at 500 Revolutions	CTM 211	35% max.

Suggested Application Rate:

Type II–Urban and Residential Streets: 18-22 lbs. per sq. yd.

Type III–Primary Routes: 25-30 lbs. per sq. yd.

Wheel Ruts: Application rates as required

The Contractor, in accordance with Section 6-3.05E, “Certificates of Compliance,” of the Standard Specifications, will furnish a Certificate of Compliance for aggregates used in the slurry seal. The Certificate of Compliance shall include results of laboratory tests indicating the average gradation, minimum sand equivalent and maximum film stripping and durability index, all in accordance with Section 37-2.02, “Materials,” of the Standard Specifications.

The Contractor, in accordance with Section 6-3.05E, “Certificates of Compliance,” of the Standard Specifications, will furnish a Certificate of Compliance for aggregates used in the slurry seal. The Certificate of Compliance shall include

results of laboratory tests indicating the average gradation, minimum sand equivalent and maximum film stripping and durability index, all in accordance with Section 37-2.02, “Materials,” of the Standard Specifications.

Mix Design

At least seven (7) working days before slurry seal placement commences, the Contractor shall submit to the Engineer for approval a laboratory report of tests and proposed mix design covering the specific materials to be used on the project. Once the materials are approved, no substitution will be permitted unless first tested and approved by the laboratory preparing the mix design.

The qualified laboratory shall develop the job mix design and present certified test results for the contractor’s approval. Compatibility of the aggregate and emulsion shall be verified by the mix design. The job mix formula shall provide a minimum Marshall stability of 1800 pounds and a flow of 6 to 16 units when tested according to the ASTM 1559 or AASHTO 245 procedure as modified. All component material used in the mix design shall be representative of the material proposed by the contractor for use on the project.

The Engineer shall approve the design mix and all micro surfacing materials and methods prior to use. The component materials shall be within the following limits.

Residual Asphalt	5% to 9% by dry weight of aggregate
Mineral Additive	0.5% to 3% by dry weight of aggregate
Latex Modifier	As required to provide specified properties
Field Control Additive	As required to provide the specified properties
Water	As required to produce consistency

Mixing and Spreading Equipment

Mixing and spreading equipment shall conform to the provisions in Section 37-3.03C, “Mixing and Spreading Equipment,” of the Standard Specifications and these Special Provisions. All equipment, tools, and machines used in the performance of this work shall be maintained in satisfactory working condition at all times to ensure a high quality of product.

The material shall be mixed by a self-propelled micro surfacing mixing machine which shall be a continuous flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral and field control additives, and water to a revolving multi-blade twin shafted mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral and field control additives, and water to maintain an adequate supply to the proportioning controls. The machine may be equipped with self-loading devices which provide for the loading of materials while continuing to lay micro-surfacing, thereby minimizing construction joints.

Individual volume or weight controls for proportioning each material to be added to the mix, i.e., aggregate, emulsified asphalt, mineral and field control additives, and water shall be provided and properly marked. These proportioning

devices are usually revolution counters or similar devices and are used in material calibration and determining the materials output at any time.

The emulsion pump shall be a heated positive displacement type.

The surfacing mixture shall be spread uniformly by means of a mechanical type spreader box attached to the mixer, equipped with paddles to agitate and spread the materials throughout the box. A front seal shall be provided to insure no loss of mixture at the road contact point. The rear seal shall act as final strike off and shall be adjustable. The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of material on the surface. The spreader box and rear strike off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike off. The longitudinal joint where two passes join shall be neat appearing, uniform and lapped. All excess material shall be removed from the job site prior to opening the road. The spreader box shall have suitable means provided to side shift the box to compensate for variations in pavement width and longitudinal alignment. A rut box shall be available to prefill wheel ruts when necessary prior to overlay to eliminate puddles or runoff interruption. The box shall be readily adjustable from 4'-6' width hydraulically adjusted strike off screeds to attain maximum grade and profile.

Suitable surface cleaning equipment, traffic control equipment, hand tools and any support equipment shall be provided as necessary to perform the work.

Preparation of Surface

Before the micro surfacing is applied, the pavement surface shall be swept free of all debris and loose debris using power sweepers, cracks shall be filled, and digouts completed. The area to be micro surfaced shall be thoroughly cleaned of any loose aggregate and soil, particularly soil that is bound to the surface. The Contractor shall remove all existing weeds and plant materials in all the street sections that will receive micro surfacing. Removal of weeds and plant materials shall be done using a chemical weed killer (per manufacturer's recommendations) such as approved by the Engineer, and all these areas shall be thoroughly cleaned using compressors or other means acceptable to the Engineer.

All existing/temporary pavement markers, paint and thermoplastic shall be removed and disposed of by the Contractor. Said removal shall not occur sooner than two days prior to the micro surfacing is performed and shall be paid under Section 10-8, "Pavement Marker, Thermoplastic Marking, and Striping Removal," of these Special Provisions.

Manholes, valves, survey monuments, or miscellaneous frames and covers shall not receive a seal coat. These shall be protected as noted in Section 10-3, "Existing Facilities," of these Special Provisions. Any frame or cover seal coated shall be cleaned to the satisfaction of the Engineer and the cost for the cleaning shall be borne by the Contractor.

Placing

Placing shall conform to the provisions in Section 37-3.03D, "Placing," of the Standard Specifications and these Special Provisions.

The material shall be spread only when the road surface and atmospheric temperatures are at least 45° F and rising and the weather is not rainy and there is no forecast of temperatures below 32° F within 48 hours from the time of placement of the mixture.

The slurry mixture shall be uniformly spread by means of a controlled spreader box conforming to the requirements of Section 37-3.03C, "Mixing and Spreading Equipment," of the Standard Specifications.

Suitable methods shall be used by the contractor to protect the micro surface from traffic until the new surface will support traffic without damage.

The surface should be pre-wetted by fogging ahead of the spreader box when required by local conditions. The rate of application of the fog spray shall be adjusted during the day to suit temperatures, surface texture, humidity, and dryness of the pavement surface.

The micro surfacing mixture shall be of the desired consistency upon leaving the mixer and no additional materials should be added. A sufficient amount of material shall be carried in all parts of the spreader at all times so that a complete coverage is obtained. Overloading of the spreader shall be avoided. No lumping, balling, or unmixed aggregate shall be permitted.

No streaks, such as those caused by oversized aggregate, will be left in the finished surface. If excessive oversize develops, the job will be stopped until the contractor proves to the Engineer that the situation has been corrected.

No excessive buildup, uncovered areas or unsightly appearances shall be permitted on longitudinal or transverse joints. The Contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Half passes and odd widths passes will be used only in minimum amounts. If half passes are used, they shall not be the last pass of any paved areas.

The micro surfacing mixture shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogenous during and following mixing and spreading. It shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

Areas which cannot be reached with the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. The area to be hand worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from handwork. All handwork shall achieve the same type of finish as applied by the spreader box. All incidental handwork such as surfacing of driveway aprons and returns shall be done concurrently with the surfacing of the street proper.

Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance.

Weight tags shall be furnished to the Engineer for all materials delivered to the site including aggregates, emulsified asphalt for slurry and retardant.

The Contractor shall immediately remove any excess micro surfacing from the gutters. The Contractor shall not continue to the next street until all excess micro surfacing is removed as determined by the Engineer. No extension of time will be granted due to delay caused by non-compliance with this provision.

The Contractor shall furnish and maintain in good operating condition all tools and equipment necessary to do the work with a minimum of inconvenience to the public and shall employ sufficient personnel to operate all equipment efficiently and skillfully.

The Contractor shall refrain from using fuel or solvents of any kind for cleaning tools and equipment in such a manner as to permit spillage of diesel fuel or solvent on the pavement, curbs, gutters, parkways, or other adjoining areas.

The Contractor shall be responsible for maintaining a clear work area until the chip seal, micro surfacing, or slurry seal has set. If the newly installed micro surfacing or slurry surface is damaged, the Contractor shall remedy any non-compliant work at the Contractor’s sole expense.

Final Sweeping

Self-propelled power brooms shall be used that are capable of cleaning the existing pavement and removing loose screenings without dislodging screenings set in the asphalt-rubber mixture. A minimum of three (3) sweepings shall be performed one day, seven days, and fourteen days after placement of the slurry seal or micro surfacing to remove all loose screenings.

8.9. TRAFFIC SIGNAL

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 "Traffic Signals," of the Technical Specification, including but not limited to installation of detector loops, installation of new video detection system, traffic control, utility coordination, and all incidentals to complete this work, shall be included and paid for in the appropriate bid item price.

Bid Item #24	**Remove Existing Loops and Video Detection System**	**L.S.**
Bid Item #25	**Furnish and Install New Video Detection Camera**	**Ea.**

General

Traffic signals, street lighting, and electrical services shall conform to the provisions of Section 86, "Electrical Systems," of the Standard Specifications, the Town of Los Gatos Electrical Specifications and Details, the Standard Plans, and these Special Provisions.

Traffic signal work shall include the following:

Removal the existing video detection system (VIDS) at Los Gatos-Saratoga Road (Highway 9) and Alberto Way for the eastbound and westbound approaches, removal of the existing loops on the northbound and southbound approaches and replacement with a new video detection system per Iteris specifications for all four approaches.

Preservation of Existing Traffic Signal and Street Lighting Systems

Attention is directed to Section 86-1.06 of the Standard Specifications regarding the maintenance of existing electrical systems.

All existing traffic safety lighting shall be maintained throughout the project area until the new safety lighting is fully operable and approved by the Engineer.

Where new conductors/cables are to be installed in existing conduits, contractor shall remove and protect existing conductors, clean the conduits, and re-pull existing with new conductors together into existing conduits.

Signal Conductors and Wiring

Conductors for vehicle and pedestrian signals shall not run to a terminal block on a standard unless they are to be connected to a signal head that is mounted thereon, and any additional signal heads on other standards that are to be connected to these conductors shall be connected only in the pull box, not on the terminal block. Conductors for each signal mast arm shall run continuously from each signal head to the pull box and not enter the terminal block compartment.

Conductor insulation shall cover the entire length of the wire except near the ends of the termination points. All wires shall be clearly marked inside the controller cabinet designating the appropriate signal phase.

At least six feet of slack shall be provided in the pull box nearest each signal standard, for those conductors terminating in that standard; and 3 feet of slack shall be provided for each conductor in all other pull boxes. A minimum of six feet of slack shall be provided in the controller cabinet. The wire bundle entering the controller cabinet shall be coiled in the bottom of the cabinet.

Conductors No. 10 and smaller shall be solid copper traffic signal conductors Type USE, THW or TW with a minimum insulation thickness of 40 mil.

Detector Loops

Loop conductor shall be Type 2 loop wires. No splice is permitted.

Splice loop conductor to existing detector lead-in cable in existing pull boxes adjacent to existing detector handhole.

Sealant for filling loop slots shall be asphaltic emulsion sealant for asphaltic concrete pavement application as specified in the Standard Specifications.

The Contractor shall contact the Engineer 72-hours in advance of the work which will cut or damage any existing detector loop or lead-in wire. The Town will install appropriate timing in the traffic signal controller prior to the Contractor cutting the existing loops.

Failure to comply with these requirements shall result in a liquidated damage of $500 per day for each traffic signal loop not replaced within 5 days following the damage. All liquidated damages in this Contract are cumulative.

Removing, Reinstalling, or Salvaging Electrical Equipment

Removing and/or salvaging of equipment shall conform to the provisions of Section 86-7.01, “Removing, Reinstalling, or Salvaging Electrical Equipment,” of the Standard Specifications and the following:

All salvaged equipment shall be delivered to the Town of Los Gatos Service Center at 41 Miles Avenue. The Contractor shall coordinate with the Engineer forty-eight (48) hours in advance to arrange for acceptance of salvaged equipment.

The Contractor shall protect equipment from damage during removal, relocation, and re-installation.

Conductors

Identification stripe colors shall be permanently impregnated the conductor insulating jacket. No. 10 or smaller traffic signal conductors shall be solid copper with either:

- Type USE insulation with a minimum thickness of 1 mm (40 mils), or
- Type THW insulation with a minimum thickness of 1 mm (40 mils).

Splicing and Splicing Insulation

All connectors and terminals installed to the conductors, including those for detector circuits, shall be pressure connector crimp type and shall be soldered after being applied with the applicable tool recommended by the manufacturer of the connector.

Heat shrinkable insulating tubing shall be applied after completion of the splicing procedure. Insulation over the connector shall consist of a heat shrinkable, mastic lined, 1 mm minimum polyolefin cable sleeve, or cover, to which

heat shall be applied at a temperature greater than 120 degrees C with an electric hot air gun until the sleeve or cover shrinks and covers the connector and the mastic material has flowed completely around and between the conductors to form a waterproof insulation. The conductor insulation shall not be damaged due to application of the heat shrinkable insulation sleeve.

Identification Labeling

Identification shall be by T&B Ty-Rap Cable Ties No. TY553M, fastened to the conductors/cables in such a manner that they will not move along the conductors/cables. The flags on the Ty-Rap shall be marked with a Ty-Rap marking pen No. WT 163 M-1 (Black) or approved equal. All phase conductors shall be labeled by phase designation in the pull boxes nearest their termination and in the controller cabinet. Detector cables shall be labeled by channel designation in the pull boxes nearest their termination and in the controller cabinet. Detector cables shall be also labeled by phase designation in the controller cabinet nearest their termination at the detector amplifiers.

Bonding and Grounding

Bonding and grounding shall conform to Section 86-2.10, “Bonding and Grounding,” of the Standard Specifications and the following:

Grounding jumper shall be attached by a 3/16 inch or larger brass bolt in the signal standard, lighting standard, service pedestal, or controller cabinet and shall be run to the conduit, ground rod, or bonding wire in adjacent pull box.

All metallic electrical equipment including, but not limited to, poles, metal conduit, service pedestals, controller cabinets, anchor bolts, foundation reinforcement, and metallic cable sheaths, shall be tied to ground electrical potential and shall be interconnected by means of copper conductors and clamps to form a single, grounded and electrically bonded system. Grounding of the electrical system shall be accomplished by means of approved 5/8-inch x 10-foot copper-clad steel or 3/4-inch x 10-foot galvanized steel ground rods installed in all cabinet foundations and in all pull boxes that contain conduits with equipment ground conductors as shown on the project plans. Ground rods shall extend above the finished cabinet foundation or grouted pull box bottom sufficiently to attach a ground clamp and #8 AWG bare copper equipment ground conductor.

All PVC conduit shall contain 1 bare stranded No. 8 AWG copper wire for bonding.

Iteris SmartCycle Bike Indicator Sign with Light

The Contractor shall furnish and install Iteris recommended SmartCycle Bike Indicator Sign with Light or approved equivalent on existing traffic signal pole. The Contractor shall relocate existing mounting bracket for pedestrian signal as needed to accommodate installation of indicator. The Contractor shall connect indicator and CAT 5E shielded cable into the traffic signal controller, including installation of any necessary equipment as needed for fully operational signal.

Video Detection Systems

The Contractor shall furnish and install Iteris recommended video camera or approved equivalent compatible within the existing Iteris Edge 2 Video Image Detection System (VIDS), a Pelco camera bracket, mounting kit, Iteris Edge 2-2 processor card, hybrid (power and coax) cable and ancillary equipment as specified by Iteris (or approved equals). Camera resolution, image size, and lens angle will be determined by the manufacturer based on optimum system performance. The environmentally sealed video camera with IR filter shall include heater, blower, enclosure, sun shield and mounting brackets, and have at least twelve user programmable detection zones. The camera shall be from the same manufacturer brand as the video image detection processing unit. All other necessary equipment for proper and complete operation within the existing VIDS shall be included.

This section describes the minimum requirements for providing a new camera to function within the existing Video Image Detection System (VIDS).

A. Wiring between the new camera unit and the video detection system unit in the traffic signal cabinet shall be accomplished with a 3-conductor cable that will transmit video, data, and power. No other cable shall be required or allowed.

B. All software and hardware, for installation, operation, and maintenance will be supplied along with necessary technical support upon setup. Ongoing technical support, and updated software revisions shall be provided to the local agency staff at no cost, for a period of no less than 3 years. Also, training by the manufacturer shall be provided at the convenience of local agency staff.

C. A factory representative shall be present at the initial turn-on of the new camera to monitor setup, to provide assistance as needed, and to ensure proper operation.

D. Camera installation shall be installed on the luminaire mast arm, signal mast arm, or signal pole as indicated on the project plans, with the manufacturers' recommended brackets. Camera brackets shall provide adjustments for both vertical and horizontal positioning of the camera. Camera attachments shall be designed to securely fasten the camera to the luminaire mast arm. Hardware shall be stainless steel or galvanized steel.

E. The new camera shall be warranted against manufacturing defects in materials and workmanship for a period of two years from date of installation.

The Contractor shall mount the camera and shall terminate the video cables at the camera and in the cabinet.

8.10. PAVEMENT MARKER, THERMOPLASTIC MARKING, AND STRIPING REMOVAL

Measurement and Payment

Full compensation for furnishing all labor, materials, tools, flaggers, equipment, and all incidentals, and for doing all of the work in compliance with the Plans, Specifications, and "Pavement Marker, Thermoplastic Marking, and Striping Removal" of the Technical Specifications, including full compensation for any additive alternate work, shall be included and paid for in the appropriate bid item price.

Bid Item #26	**Pavement Marker and Striping Removal**	**L.S.**

General

Pavement marker, markings and striping removal shall conform to the Plans and these Contract Documents.

Existing pavement markers, thermoplastic pavement markings, and striping, and paint markings and striping shall be removed by grinding prior to placement of the new surface. The grinder shall be specifically designed for the purpose of removing existing traffic stripes and markings and shall conform to the provisions of Section 84-9.03 of the Standard Specifications. Immediately upon removal of the markings and striping, temporary markings and striping shall be placed. Grinding operations shall be conducted to keep all removed pavement material from entering the storm drain system. The operation shall be controlled and contained so as not to impair the safe passage of traffic adjacent to the work site. Existing pavement markers shall be removed prior to placing the new surfacing (rubber chip seal, rubber cape seal, slurry seal, micro surfacing, and overlay).

The location of all striping, markings, and markers shall be marked out and documented by the Contractor prior to removal of any striping, markers, and/or thermoplastic material and before placing the new surfacing (rubber chip seal, rubber cape seal, slurry seal, micro surfacing, and overlay). This information shall be given to the Engineer for review prior to any striping removal.

All traffic striping and pavement markings (legends) covered by or removed prior to the surfacing or otherwise damaged by the Contractor's operations shall be replaced in kind in the same location and count.

Existing pavement striping, markings, and markers which are outside the work area are not to be removed and shall be protected by the Contractor. Any striping, markings, or markers which are to remain, which are damaged or rendered useless by the Contractor's operations, shall be restored by the Contractor to the Engineer's satisfaction and at the Contractor's sole expense.

The Contractor shall review all existing striping and pavement markings in the field prior to submitting a bid.

8.11. TEMPORARY PAVEMENT DELINEATION

Measurement and Payment

Full compensation for furnishing, placing, maintaining, replacing (regardless of the number of times it is required), and removing temporary traffic stripes, temporary markings, and temporary pavement markers shall be considered as included in the lump sum price paid for under "Traffic Control Requirements," and no additional compensation will be allowed therefor.

General

Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the CA MUTCD, Section 12 of the Standard Specifications, and these Contract Documents. Nothing in these Contract Documents shall be construed as to reduce the minimum standards specified in the CA MUTCD or as relieving the Contractor from his responsibility as provided in Section 7-1.04, "Public Safety," of the Standard Specifications and these Contract Documents.

Lane line or centerline pavement delineation shall be provided at all times for travel lanes open to public traffic. Whenever the work covers or causes obliteration of pavement delineation, temporary pavement delineation or permanent traffic stripes shall be in place prior to opening the traveled way to public traffic.

Surfaces on which temporary pavement delineation is to be applied shall be cleaned of all dirt and loose material and shall be dry when the pavement delineation is applied.

The Contractor shall perform all work necessary to establish satisfactory alignment for temporary pavement delineation.

Temporary pavement delineation that is damaged from any cause during the progress of the work shall be immediately repaired or replaced at the Contractor's sole expense.

Temporary Striping

Whenever existing traffic striping or markings have been removed, paved over, or otherwise obliterated, temporary striping or markings shall placed with paint on the same day as traffic striping and markings are removed. Slurry tabs may be used as the direction of the Engineer. If slurry tabs are allowed, they shall be provided as follows: Slurry tabs of the appropriate color as approved by the Engineer shall be installed and placed on twenty-four (24) foot intervals to delineate all four (4) inch traffic stripes. All channelization lines (solid eight (8) inch or twelve (12) inch line markings) shall be temporarily restored with a double row of slurry tabs as approved by the Engineer. All crosswalks shall be

restored with a double row of slurry tabs as approved by the Engineer. All pavement markers separating multiple turning lanes shall be replaced with slurry tabs on a ten (10) foot spacing.

Temporary traffic striping and marking shall be removed and replaced with permanent striping and markings as soon as the final pavement surface has cured sufficiently to receive the permanent traffic paint or thermoplastic. Permanent pavement markers shall be installed on the same day that the permanent traffic striping and markings are installed, however, the installation of pavement markers shall be done only after all traffic striping and markings are installed. The Contractor shall maintain the temporary striping until their permanent traffic striping and markings are placed.

When no longer required for the direction of public traffic, as determined by the Engineer, the temporary traffic stripe and pavement marking tape and temporary pavement markers, applied to existing pavement, the top layer of new pavements, or any other paved surface where the previously placed pavement delineation conflicts with the new traffic pattern, shall be removed and disposed of in accordance with Section 5-1.36C, “Nonhighway Facilities,” of the Standard Specifications and all lines and marks used to establish the alignment for the temporary traffic stripes, pavement markings, and temporary pavement markers shall be removed from the pavement.

8.12. TRAFFIC STRIPING, PAVEMENT MARKINGS, AND MARKERS

Measurement and Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work in compliance with the Plans, Specifications, and “Traffic Stripes, Pavement Markings, and Markers" of the Technical Specifications, shall be included and paid for in the appropriate bid item price.

Bid Item #27	**Detail 2 Striping-Thermoplastic**	**L.F.**
Bid Item #28	**Detail 9 Striping-Thermoplastic**	**L.F.**
Bid Item #29	**Detail 22 Striping-Thermoplastic**	**L.F.**
Bid Item #30	**Detail 24 Striping-Thermoplastic**	**L.F.**
Bid Item #31	**Detail 27B Striping-Thermoplastic**	**L.F.**
Bid Item #32	**Detail 29 Striping-Thermoplastic**	**L.F.**
Bid Item #33	**Detail 38 Striping-Thermoplastic**	**L.F.**
Bid Item #34	**Detail 39 Striping-Thermoplastic**	**L.F.**
Bid Item #35	**12" Limit Line (Stop Line) (White)-Thermoplastic**	**L.F.**
Bid Item #36	**Crosswalk (White)-Thermoplastic**	**L.F.**
Bid Item #37	**Crosswalk-TLG Std. TR-I (White)-Thermoplastic**	**L.F.**
Bid Item #38	**Crosswalk-TLG Std. TR-I (Yellow)-Thermoplastic**	**L.F.**

Bid Item #39	**4" Hatch (Red)-Thermoplastic**	**L.F.**
Bid Item #40	**4" Hatch (White)-Thermoplastic**	**L.F.**
Bid Item #41	**4" Hatch (Yellow)-Thermoplastic**	**L.F.**
Bid Item #42	**6" Hatch (White)-Thermoplastic**	**L.F.**
Bid Item #43	**STOP Legend-Thermoplastic**	**Ea.**
Bid Item #44	**KEEP Legend-Thermoplastic**	**Ea.**
Bid Item #45	**CLEAR Legend-Thermoplastic**	**Ea.**
Bid Item #46	**25 Legend-Thermoplastic**	**Ea.**
Bid Item #47	**Employee Permit Parking Legend-Thermoplastic**	**Ea.**
Bid Item #48	**Type I Arrow-Thermoplastic**	**Ea.**
Bid Item #49	**Type IV (L) Arrow-Thermoplastic**	**Ea.**
Bid Item #50	**Type IV (R) Arrow-Thermoplastic**	**Ea.**
Bid Item #51	**Type VII (L) Arrow-Thermoplastic**	**Ea.**
Bid Item #52	**On-Street Parking "T"-TLG Std. TR-L-Thermoplastic**	**Ea.**
Bid Item #53	**Off-Street Parking Double Stripe-TLG Std. ST-264-Thermoplastic**	**Ea.**
Bid Item #54	**Accessible Parking-TLG Std. ST-265-Thermoplastic**	**Ea.**
Bid Item #55	**Blue Curb**	**L.F.**
Bid Item #56	**Red Curb**	**L.F.**
Bid Item #57	**White Curb**	**L.F.**
Bid Item #58	**School Bus Only Curb Marking**	**Ea.**
Bid Item #59	**Green Back Bike Lane Symbol with Arrow Legend TLG-Std. TR-A-Thermoplastic**	**Ea.**
Bid Item #60	**Green Bike Lane-Thermoplastic**	**L.F.**

Bid Item #61	**Dashed Green Bike Lane-Thermoplastic**	**L.F.**
Bid Item #62	**Shared Roadway Bicycle Marking-TLG Std. TR-G-Thermoplastic**	**Ea.**
Bid Item #63	**Blue Reflective Pavement Marker**	**Ea.**
Bid Item #A1.11	**12" Limit Line (Stop Line) (White)-Thermoplastic**	**L.F.**
Bid Item #A1.12	**STOP Legend-Thermoplastic**	**Ea.**
Bid Item #A1.13	**Blue Reflective Pavement Marker**	**Ea.**

General

Painting traffic stripes (traffic lines) and pavement markings (legends) shall conform to the CA MUTCD, Section 84 of the Standard Specifications, the striping tie out plans as generated by the Contractor and approved by the Engineer under the Plans, detail drawings as shown in **Attachment B**, and "Pavement Marker, Thermoplastic Marking and Striping Removal," of these Contract Documents. Traffic Stripes and marking shall be installed as shown on the approved striping tie-out plans or as directed by the Engineer.

All traffic stripes and pavement markings shall be laid out in the field by the Contractor and reviewed and approved by the Engineer five (5) working days prior to any final installation. Any striping and/or marking installed by the Contractor that the Engineer has not pre-approved, and that the Engineer determines are installed improperly or in the wrong locations, shall be removed and replaced to the satisfaction of the Engineer at the Contractor's sole expense.

Paint for Traffic Stripes

Paint for the traffic stripes, curb painting, and pavement markings shall be Rapid Dry Water Borne paint in accordance with Sections 84, "Markings," of the Standard Specifications and shall be applied in two coats.

Paint shall be applied after the final pavement surface has cured sufficiently to receive the permanent traffic paint. Surfaces shall be cleaned of all dirt and loose material and shall be dry when the paint is applied.

Curbs shall be painted at locations shown on the Plans and as directed by the Engineer. Application shall consist of two coats of traffic paint of the appropriate color applied to the face and top of the curb.

Pavement markings shall be installed with stencils belonging to the Contractor that are determined to be identical to the Town's stencils.

The Contractor shall install the first coat of the paint within seven (7) calendar days of the final resurfacing. After fourteen (14) calendar days, the second coat of paint shall be applied after the final resurfacing.

Raised Pavement Markers

Pavement markers shall conform to the CA MUTCD, Section 81, "Miscellaneous Traffic Control Devices," of the Standard Specifications, and these Contract Documents. All non-reflective pavement markers shall be ceramic. Plastic pavement markers shall not be allowed.

Adhesive shall be hot melt bituminous adhesive conforming Section 81, “Miscellaneous Traffic Control Devices,” of the Standard Specifications and these Contract Documents.

Markers shall not be placed on new hot mix asphalt surface until the surface has been open to public traffic for a period of not less than seven days when hot melt bituminous adhesive is used, and not less than 14 days when epoxy adhesive is used. Placement of pavement markers shall be completed within three weeks of application of the new resurfacing of the respective roadway.

All pavement markers in place (outside the limits of the work) shall be protected from damage and shall be clean and undamaged after completion of the project. Any damage to the newly placed or existing markers due to the failure of the Contractor to protect the work, and correction of errors, shall be repaired by the Contractor at no additional cost.

Blue reflective (Caltrans Type BB) fire hydrant pavement markers shall be installed conforming to the provisions of the CA MUTCD Section 3B.11, “Raised Pavement Markers,” and Figure 3B-102 (CA).

A Certificate of Compliance shall be furnished as specified in Section 6-2.03C, “Certificates of Compliance,” of the Standard Specifications for reflective pavement markers. Said certificate shall also certify that the reflective pavement markers conform to the prequalified testing and approval of Caltrans, division of Traffic Operations, and where manufactured in accordance with the approved quality control program.

Thermoplastic Traffic Stripe and Pavement Marking

Thermoplastic traffic stripes (traffic lines) and pavement markings shall be applied in conformance with Section 84, " Markings," of the Standard Specifications and these Contract Documents.

Concrete pavement shall be painted with a primer before thermoplastic placement.

Paint shall be applied after the final pavement surface has cured sufficiently to receive the permanent traffic paint. Surfaces shall be cleaned of all dirt and loose material and shall be dry when the paint is applied.

Thermoplastic material shall be free of lead and chromium and shall conform to the requirements in State Specification PTH-02ALKYD or PTH-02SPRAY of the Standard Specifications.

Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM D6359-99. White thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 mcd/m^2/lux. Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 175 mcd/m^2/lux.

The color for green back symbols shall meet FHWA specifications for “green.”

Where striping joins existing striping, as shown on the Plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Payment for crosswalks shall be measured from the edge of curb or edge of gutter, whichever is less, in linear feet, and shall include the ladder striping and no additional compensation shall be allowed therefore.

Thermoplastic traffic stripes and pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris. Thermoplastic shall be extruded and placed in one coat and shall be placed five days after the final surfacing. Sprayable thermoplastic is not allowed after the installation of surface treatments (slurry seal, chip seal, or micro surfacing). Longitudinal limit line shall be white and 12 inches in width. All pavement striping and markings shall be white unless otherwise indicated.

Application

Use preheaters with mixers having 360-degree rotation to preheat the thermoplastic material. Apply the thermoplastic in a single uniform layer by extrusion method. Completely coat and fill voids in the pavement surface with the thermoplastic.

Extruded Thermoplastic

Apply extruded thermoplastic at a temperature from 400°F to 425°F unless a different temperature is instructed by the manufacturer. Apply extruded thermoplastic for a traffic stripe at a rate of at least 0.20 lbs./ft. of 4-inch wide solid stripe. The applied thermoplastic traffic stripe must be at least 0.060 inch thick. An applied thermoplastic pavement marking must be from 0.100 to 0.150 inches thick. Apply glass beads to the surface of the molten thermoplastic at a rate of at least 8 lbs./100 sq. ft.

8.13. WHEEL STOPS

Full compensation for furnishing all labor, materials, tools, equipment, traffic control, and incidentals for doing all the work, including the removal and disposal of existing wheel stops, rebar, concrete wheel stops, and installation, involved in compliance with the Plans, Specifications, and “Wheel Stop” of the Technical Specifications, shall be included and paid for in the appropriate bid item price.

Bid Item #64	**Remove Existing Concrete and Wood Wheel Stops**	**L.S.**
Bid Item #65	**Install New 3' Wheel Stop**	**Ea.**

General

The Contractor shall remove and dispose of the existing wheel stops. Existing wheel stops may be concrete, rubber, or wood material. The Contractor shall furnish all the necessary supervision, labor, materials, construction tools, and equipment to complete the removal and proper disposal of wheels stop at locations specified by the Engineer. Debris shall be hauled off and disposed of the same working day in which the materials was generated. All costs associated with removing and disposing of wheels shall be borne by the Contractor and no additional compensation shall be allowed therefor.

Materials

Wheel stops shall be precast concrete with a minimum strength of 3, 500 psi, designed with H20 loading rating, and have two holes to attach to concrete or asphalt surfaces. Wheel stops shall be installed at locations as directed by the Engineer. Wheel stops shall be installed using two pieces of rebar, centered between the perpendicular parking stall lines. Wheel stops shall be installed per the manufacturer's recommendations. The Contractor shall submit the wheel stop for review.

8.14. SIGNAGE

Measurement and Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in compliance with the Plans, Specifications, and “Signage,” of the Technical Specifications, shall be included and paid for in the appropriate bid item price.

Bid Item #66	**Remove and Salvage Signs on Existing Post**	**Ea.**
Bid Item #67	**Install New Sign on Existing Post**	**Ea.**

General

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

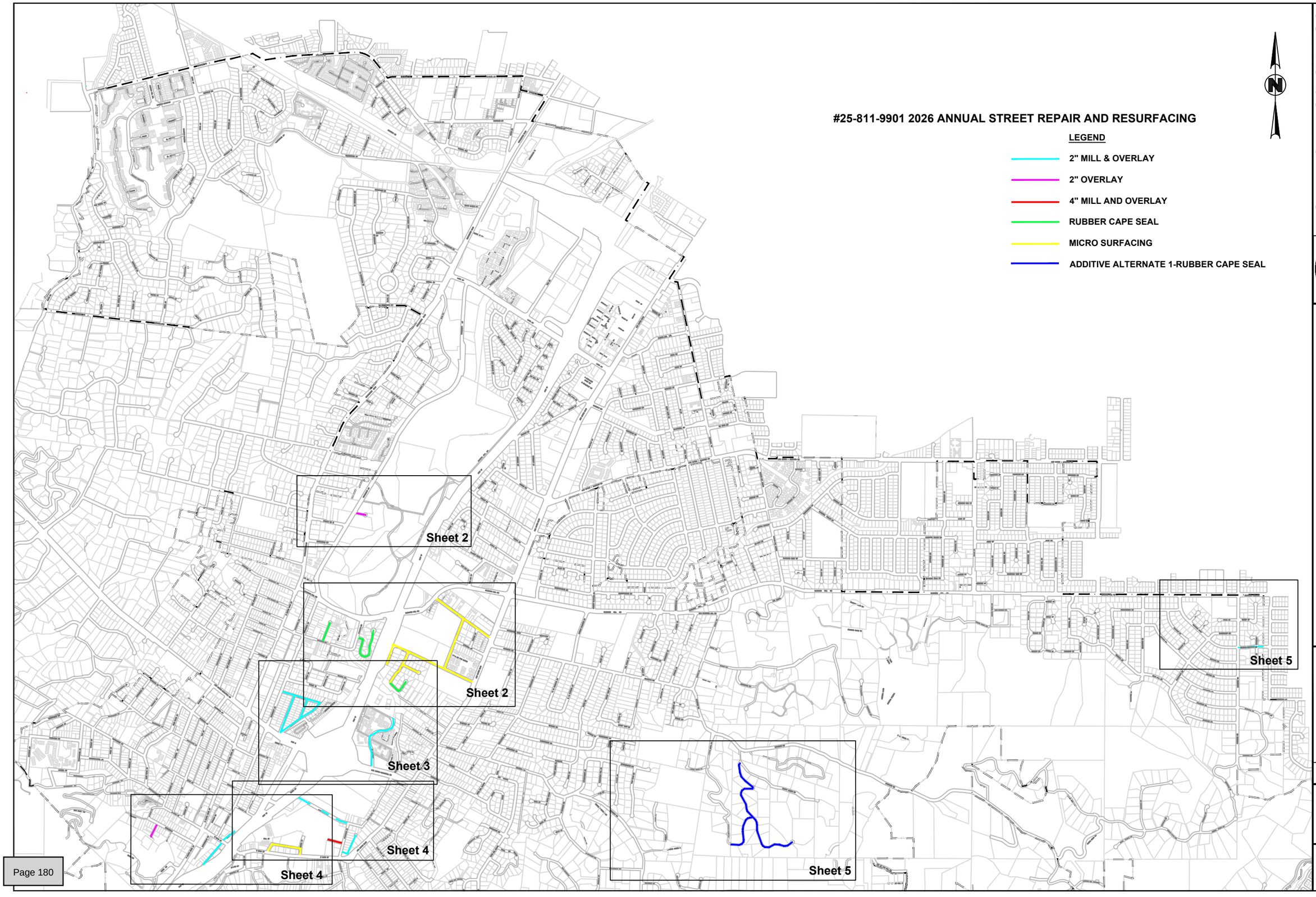
The Contractor shall inventory existing sign locations prior to removal. Signs to be salvaged shall be removed, cleaned, and stored by the Contractor unless another location is specified. For locations where the Contractor is to remove and/or relocate existing signposts as shown on the Plans, the Contractor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

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

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

The Contractor shall install the sign at the following location:

Brooklyn Avenue at Pleasant Street	Not A Through Street



TOWN OF LOS GATOS
PARKS & PUBLIC WORKS
41 MILES AVENUE
LOS GATOS, CA 95030

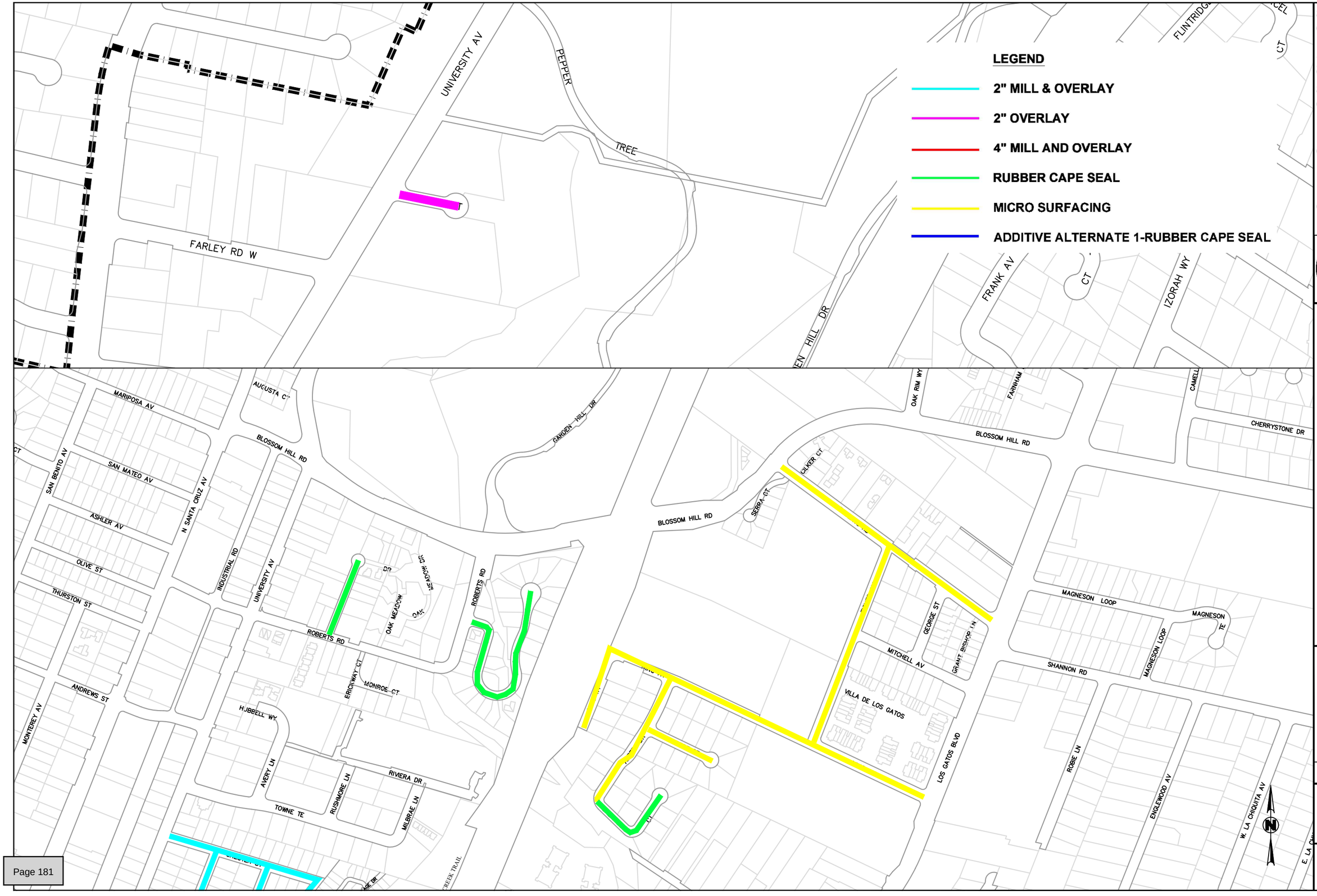
#25-811-9901 2026 ANNUAL STREET REPAIR AND RESURFACING
KEY MAP

No.	Revisions

Date 1/8/26
Scale NTS
Design
Drawn J CHIN
Approved
Job No

Drawing Number:
1

1 OF 5



TOWN OF LOS GATOS
PARKS & PUBLIC WORKS
41 MILES AVENUE
LOS GATOS, CA 95030

#25-811-9901 2026 ANNUAL STREET REPAIR AND RESURFACING
KEY MAP

Revisions	No.
Date 1/8/26	
Scale NTS	
Design	
Drawn J CHIN	
Approved	
Job No	

Drawing Number: 2

2 OF 5

MONTEREY

AVERY LN

RIVIERA DR

RUSHMORE LN

TOWNE TE

MILBRAE LN

UNIVERSITY AV

CREEKSIDE VILLAGE DR

LOS GATOS CREEK TRAIL

HWY 17

PINE AV

VILLAGE LN

PETTICOAT LN

BOYER LN

HWY 9

BENTLEY AV

CALDWELL AV

CUESTA DE LOS GATOS

TRESEDER CT

ALBERTO WY

MAGGI CT

BELLA VISTA AV

TEMPLETON LN

BELLA VISTA CT

LOS GATOS–SARATOGA RD

CHARLES

LEGEND

- 2" MILL & OVERLAY
- 2" OVERLAY
- 4" MILL AND OVERLAY
- RUBBER CAPE SEAL
- MICRO SURFACING
- ADDITIVE ALTERNATE 1-RUBBER CAPE SEAL

TOWN OF LOS GATOS
PARKS & PUBLIC WORKS
41 MILES AVENUE
LOS GATOS, CA 95030

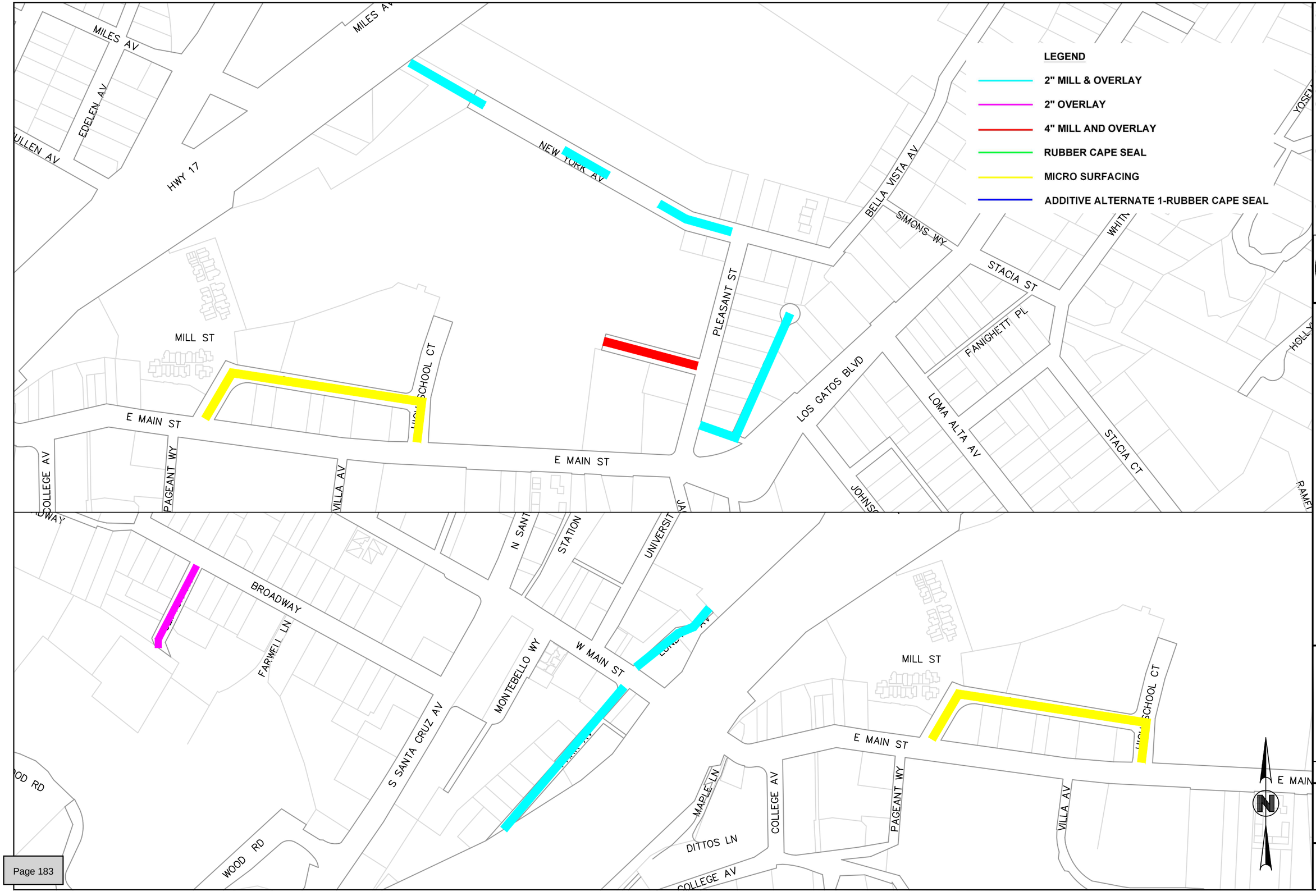
#25-811-9901 2026 ANNUAL STREET REPAIR AND RESURFACING
KEY MAP

No.	Revisions

Date 1/8/26
Scale NTS
Design
Drawn J CHIN
Approved
Job No

Drawing Number
3

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TOWN OF LOS GATOS
PARKS & PUBLIC WORKS
41 MILES AVENUE
LOS GATOS, CA 95030

#25-811-9901 2026 ANNUAL STREET REPAIR AND RESURFACING
KEY MAP

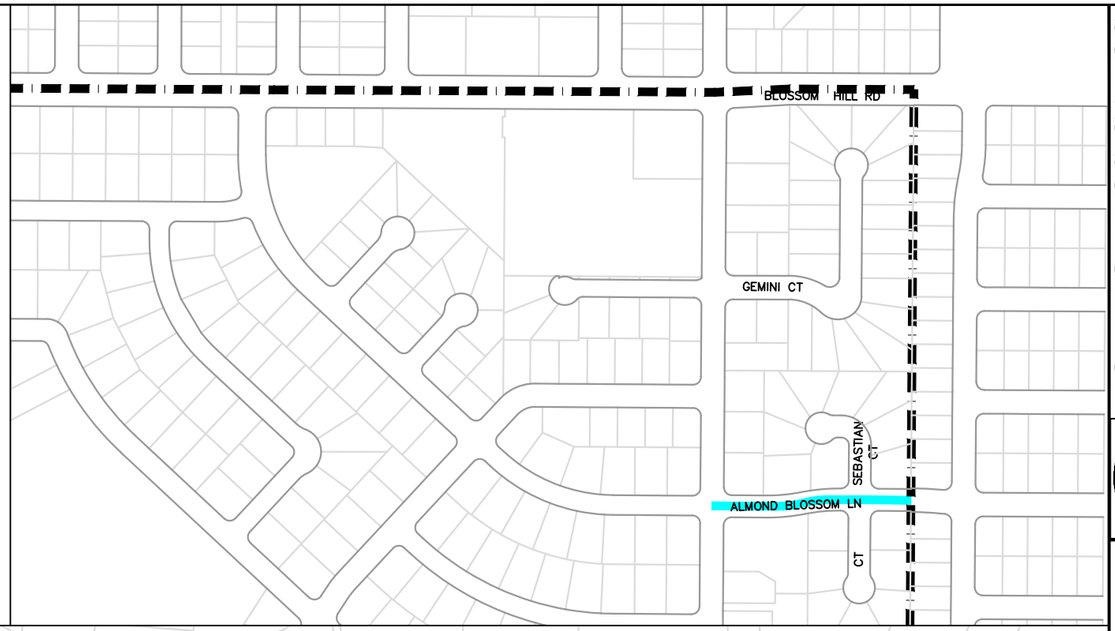
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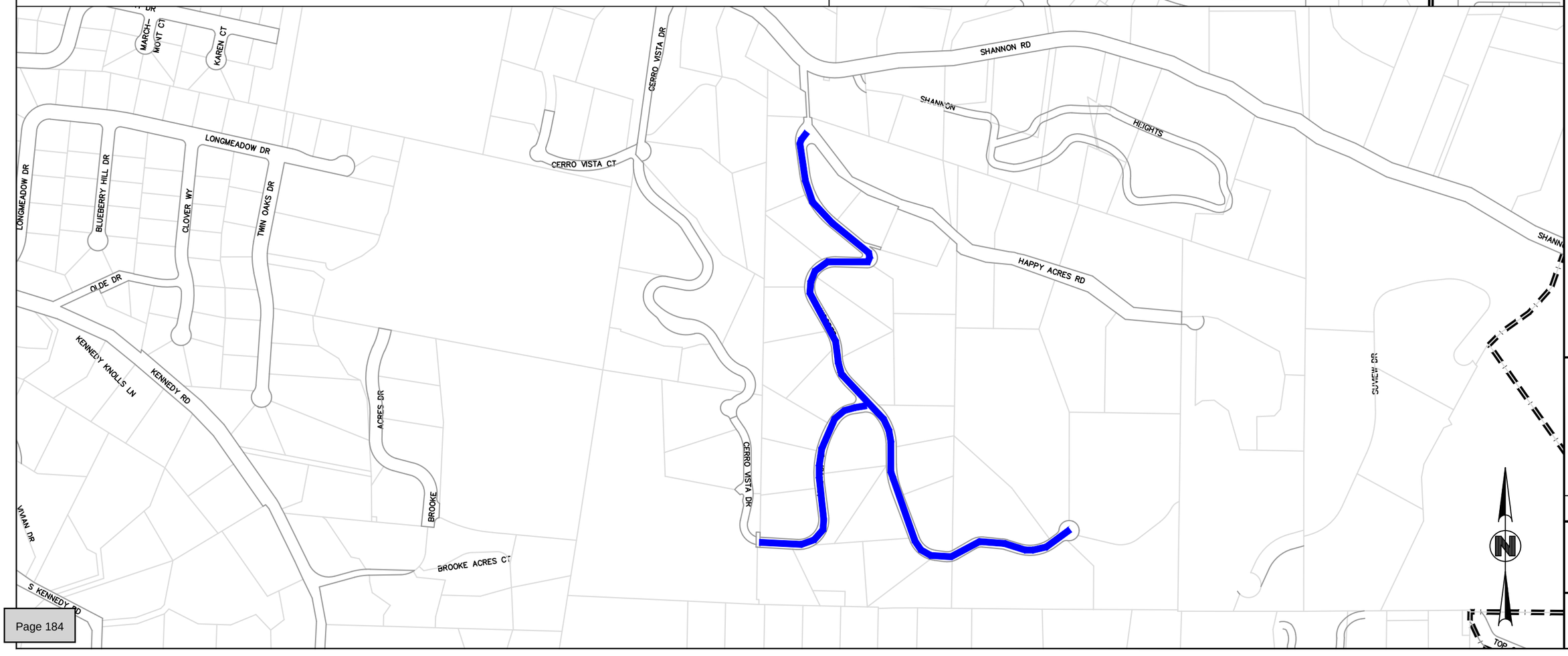
Date 1/8/26
Scale NTS
Design
Drawn CHN
Approved
Job No

Drawing Number:
4
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LEGEND

- 2" MILL & OVERLAY
- 2" OVERLAY
- 4" MILL AND OVERLAY
- RUBBER CAPE SEAL
- MICRO SURFACING
- ADDITIVE ALTERNATE 1-RUBBER CAPE SEAL





TOWN OF LOS GATOS
PARKS & PUBLIC WORKS
41 MILES AVENUE
LOS GATOS, CA 95030

#25-811-9901 2026 ANNUAL STREET REPAIR AND RESURFACING
KEY MAP

No.	Revisions

Date 1/8/26
Scale NTS
Design
Drawn J CHIN
Approved
Job No

Drawing Number:
5
5 OF 5

Town of Los Gatos
#25-811-9901 2026 Annual Street Repair and Resurfacing
Street List

Street	Begin Location	End Location	PCI	Type	Length (L.F.)	Width (L.F.)	Total Area (S.F.)	Adjust Sanitary Sewer Manhole to Grade (Ea.)	Adjust Storm Drain Manhole to Grade (Ea.)	Adjust Survey Monument Cover to Grade (Ea.)	Adjust Water Valve Cover to Grade (Ea.)	Adjust Water Meter Box to Grade (Ea.)
Base Bid:												
ALBERT CT	ALBERT DR	END	76	MS	367	34	12,478	1	1	1		
ALBERT DR	NINO AV	CALFHILL CT	73	RC	724	33	23,892					
ALBERTO WY	HWY 9	440' NORTH OF LOS GATOS SARATOGA RD	29	2MO	440	30	13,200	4		9	13	
ALBERTO WY	440' NORTH OF LOS GATOS SARATOGA RD	END	69	2MO	850	30	25,500					
ALMOND BLOSSOM LN	HARWOOD RD	CITY LIMITS	42	2MO	490	33	16,170	2	2	4	2	
BIRD AV	WOODLAND AV	CHESTER ST	40	2MO	380	32	12,160					
BROOKLYN AV	PLEASANT	CHICAGO AVE	23	4MO	325	42	13,650					
CALFHILL CT	ALBERT DR	END	65	RC	486	28	13,608	1		1		
CHESTER ST	WOODLAND AV	UNIVERSITY AV	30	2MO	790	32	25,280	4	2		6	
CHURCH ST	HIGH SCHOOL CT	E MAIN ST	75	MS	860	40	34,400					
CLIFTON AV	BROADWAY	END	32	2O	390	25	9,750	1			2	
COOPER CT	UNIVERSITY AV	END	39	2O	244	36	8,784		1	1		
FISHER AV	ROBERTS RD	NINO AV	76	MS	1,030	37	38,110	2			2	
FORREST AV	ROBERTS AV	OAK MEADOW DR	48	RC	433	40	17,320	1		1		
HIGH SCHOOL CT	E MAIN ST	CHURCH ST	76	MS	163	37	6,031					
LUNDY LN	W MAIN ST	END	22	2MO	240	20	4,800				5	
NEW YORK AV	PLEASANT ST	END (NW)	41	2MO	404	50	20,200	1	2		6	
NINO AV	LOS GATOS BL	FISHER AV	81	MS	628	33	20,724					
NINO AV	FISHER AV	NINO WY	79	MS	1,110	30	33,300					
NINO WY	NINO AV	END	87	MS	405	29	11,745					
OHLONE CT	ROBERTS RD	END	80	MS	1,136	29	32,944	1	1			
PARK AV	W. MAIN ST	END	37	2MO	675	65	43,875	2			7	5
ROBERTS RD EAST	BLOSSOM HILL RD	LOS GATOS BL	78	MS	1,341	37	49,617					
TERRACE CT	PLEASANT	END	22	2MO	515	23	11,845	4				
WOODLAND AV	CHESTER ST	WRAIGHT AV	36	2MO	936	23	21,528	2		1	4	
WRAIGHT AV	CHESTER ST	HWY 9	41	2MO	885	31	27,435	1	1	1	4	
N Santa Cruz Ave at E Main St												
E Main St at College Ave												
N Santa Cruz Ave at Andrews St												
N Santa Cruz Ave at Almendra Ave/Petticoat Ln												
N Santa Cruz Ave at Bachman Ave												
N Santa Cruz Ave at Royce St/Nicholson Ave												
N Santa Cruz Ave at Grays Ln												
N Santa Cruz Ave at Bean Ave												
N Santa Cruz Ave at Elm St												
N Santa Cruz south of Elm St Midblock												
N Santa Cruz north of E Main St Midblock												

Town of Los Gatos
#25-811-9901 2026 Annual Street Repair and Resurfacing
Street List

Street	Begin Location	End Location	PCI	Type	Length (L.F.)	Width (L.F.)	Total Area (S.F.)	Adjust Sanitary Sewer Manhole to Grade (Ea.)	Adjust Storm Drain Manhole to Grade (Ea.)	Adjust Survey Monument Cover to Grade (Ea.)	Adjust Water Valve Cover to Grade (Ea.)	Adjust Water Meter Box to Grade (Ea.)
Mullen Ave at University Ave												
University Ave at Elm St												
University Ave between Main St and Elm St Midblock												
Winchester Blvd at Albright Wy												
Winchester Blvd at Knowles Dr												
E Main St at Montebello Wy												
University Ave at Royce St												
Stacia St at Los Gatos Blvd												
Magneson Loop at Los Gatos Blvd												
University Ave at Bentley Ave												
ADDITIVE ALTERNATE 1:												
HILL TOP DR	WOODED VIEW DR	END (#135)	55	RC	868	21	18,228					
WOODED VIEW DR	HAPPY ACRES RD	HILL TOP DR	63	RC	1,426	20	28,520	10		9	1	
WOODED VIEW DR	HILL TOP DR	END	40	RC	1,314	20	26,280					

Town of Los Gatos
#25-811-9901 2026 Annual Street Repair and Resurfacing
Street List

Street	Adjust Gas Valve to Grade (Ea.)	Adjust Sanitary Sewer Clean Out to Grade (Ea.)	Adjust Vault To Grade (Ea.)	Install New Christy G05 Monument Cover (Ea.)	Detail 2 Striping (L.F.)	Detail 9 Striping (L.F.)	Detail 22 Striping (L.F.)	Detail 24 Striping (L.F.)	Detail 27B Striping (L.F.)	Detail 29 Striping (L.F.)	Detail 38 Striping (L.F.)	Detail 39 Striping (L.F.)	12" Limit Line (Stop Line) (White) (L.F.)	Crosswalk (White) (L.F.)	Crosswalk-TLG Std. TR-I (White) (L.F.)	Crosswalk-TLG Std. TR-I (Yellow (L.F.)
Base Bid:																
ALBERT CT																
ALBERT DR													15			
ALBERTO WY							1,070				100			110		
ALBERTO WY																
ALMOND BLOSSOM LN													20	120		
BIRD AV																
BROOKLYN AV			1										22			300
CALFHILL CT																
CHESTER ST				2									20			
CHURCH ST				1		520	170						39	312		
CLIFTON AV																
COOPER CT													18			
FISHER AV		1					130		105	100	225		58			764
FORREST AV													20			
HIGH SCHOOL CT							30						20			260
LUNDY LN			1										10			
NEW YORK AV													20			
NINO AV							150				105		36			340
NINO AV																
NINO WY																
OHLONE CT													20			
PARK AV	2												59			
ROBERTS RD EAST					500		595			80	380	470	47			
TERRACE CT	3	3														
WOODLAND AV							82						38		196	
WRAIGHT AV	1						40	40					20		600	
N Santa Cruz Ave at E Main St															1,904	
E Main St at College Ave															720	
N Santa Cruz Ave at Andrews St															1,760	
N Santa Cruz Ave at Almendra Ave/Petticoat Ln															1,360	
N Santa Cruz Ave at Bachman Ave															1,600	
N Santa Cruz Ave at Royce St/Nicholson Ave															1,040	
N Santa Cruz Ave at Grays Ln															320	
N Santa Cruz Ave at Bean Ave															480	
N Santa Cruz Ave at Elm St															280	
N Santa Cruz south of Elm St Midblock															200	
N Santa Cruz north of E Main St Midblock															200	

Town of Los Gatos
#25-811-9901 2026 Annual Street Repair and Resurfacing
Street List

Street	Adjust Gas Valve to Grade (Ea.)	Adjust Sanitary Sewer Clean Out to Grade (Ea.)	Adjust Vault To Grade (Ea.)	Install New Christy G05 Monument Cover (Ea.)	Detail 2 Striping (L.F.)	Detail 9 Striping (L.F.)	Detail 22 Striping (L.F.)	Detail 24 Striping (L.F.)	Detail 27B Striping (L.F.)	Detail 29 Striping (L.F.)	Detail 38 Striping (L.F.)	Detail 39 Striping (L.F.)	12" Limit Line (Stop Line) (White) (L.F.)	Crosswalk (White) (L.F.)	Crosswalk-TLG Std. TR-I (White) (L.F.)	Crosswalk-TLG Std. TR-I (Yellow (L.F.)
Mullen Ave at University Ave															240	
University Ave at Elm St															800	
University Ave between Main St and Elm St Midblock															240	
Winchester Blvd at Albright Wy															1,080	
Winchester Blvd at Knowles Dr															1,480	
E Main St at Montebello Wy															720	
University Ave at Royce St															544	
Stacia St at Los Gatos Blvd															256	
Magneson Loop at Los Gatos Blvd															448	
University Ave at Bentley Ave															320	
ADDITIVE ALTERNATE 1:																
HILL TOP DR				1									20			
WOODED VIEW DR													26			
WOODED VIEW DR																

Town of Los Gatos
#25-811-9901 2026 Annual Street Repair and Resurfacing
Street List

Street	4" Hatch (Red) (L.F.)	4" Hatch (White) (L.F.)	4" Hatch (Yellow) (L.F.)	6" Hatch (White) (L.F.)	STOP Legend (Ea.)	KEEP Legend (Ea.)	CLEAR Legend (Ea.)	25 Legend (Ea.)	Employee Permit Parking Legend (Ea.)	Type I Arrow (Ea.)	Type IV (L) Arrow (Ea.)	Type IV (R) Arrow (Ea.)	Type V Arrow (Ea.)	Type VII (L) Arrow (Ea.)	On-Street Parking "T"-TLG Std. TR-L (Ea.)	Off-Street Parking Double Stripe-TLG Std. ST-264 (Ea.)
Base Bid:																
ALBERT CT																
ALBERT DR					1											
ALBERTO WY												2		2		
ALBERTO WY																
ALMOND BLOSSOM LN					1											
BIRD AV																
BROOKLYN AV					1										1	25
CALFHILL CT																
CHESTER ST					1											
CHURCH ST					2										48	
CLIFTON AV																
COOPER CT					1											
FISHER AV					3			1			2	2				
FORREST AV					1											
HIGH SCHOOL CT					1										5	
LUNDY LN					1										6	
NEW YORK AV	1,235				1										4	32
NINO AV					2	1	1					1		2		
NINO AV																
NINO WY																
OHLONE CT					1											
PARK AV		361			1				3							39
ROBERTS RD EAST		1,369		630	3			3			2	9				
TERRACE CT																
WOODLAND AV			120		1					2		1				
WRAIGHT AV			43		1					1		1				
N Santa Cruz Ave at E Main St																
E Main St at College Ave																
N Santa Cruz Ave at Andrews St																
N Santa Cruz Ave at Almendra Ave/Petticoat Ln																
N Santa Cruz Ave at Bachman Ave																
N Santa Cruz Ave at Royce St/Nicholson Ave																
N Santa Cruz Ave at Grays Ln																
N Santa Cruz Ave at Bean Ave																
N Santa Cruz Ave at Elm St																
N Santa Cruz south of Elm St Midblock																
N Santa Cruz north of E Main St Midblock																

Town of Los Gatos
#25-811-9901 2026 Annual Street Repair and Resurfacing
Street List

Street	4" Hatch (Red) (L.F.)	4" Hatch (White) (L.F.)	4" Hatch (Yellow) (L.F.)	6" Hatch (White) (L.F.)	STOP Legend (Ea.)	KEEP Legend (Ea.)	CLEAR Legend (Ea.)	25 Legend (Ea.)	Employee Permit Parking Legend (Ea.)	Type I Arrow (Ea.)	Type IV (L) Arrow (Ea.)	Type IV (R) Arrow (Ea.)	Type V Arrow (Ea.)	Type VII (L) Arrow (Ea.)	On-Street Parking "T"-TLG Std. TR-L (Ea.)	Off-Street Parking Double Stripe-TLG Std. ST-264 (Ea.)
Mullen Ave at University Ave																
University Ave at Elm St																
University Ave between Main St and Elm St Midblock																
Winchester Blvd at Albright Wy																
Winchester Blvd at Knowles Dr																
E Main St at Montebello Wy																
University Ave at Royce St																
Stacia St at Los Gatos Blvd																
Magneson Loop at Los Gatos Blvd																
University Ave at Bentley Ave																

ADDITIVE ALTERNATE 1:																
HILL TOP DR					1											
WOODED VIEW DR					1											
WOODED VIEW DR																

Town of Los Gatos
#25-811-9901 2026 Annual Street Repair and Resurfacing
Street List

Street	Accessible Parking-TLG Std. ST-265 (Ea.)	Blue Curb (L.F.)	Red Curb (L.F.)	White Curb (L.F.)	School Bus Only Curb Marking (Ea.)	Green Back Bike Lane Symbol with Arrow Legend TLG-Std. TR-A (Ea.)	Green Bike Lane (L.F.)	Dashed Green Bike Lane (L.F.)	Roadway Bicycle Marking-TLG Std. TR-G (Ea.)	Blue Reflective Pavement Marker (Ea.)	Install New 3' Wheel Stop (Ea.)	Remove and Salvage Signs on Existing Post (Ea.)	Install New Sign on Existing Post (Ea.)
Base Bid:													
ALBERT CT										1			
ALBERT DR										2			
ALBERTO WY			1,315							6			
ALBERTO WY													
ALMOND BLOSSOM LN										1			
BIRD AV			60										
BROOKLYN AV											25	1	1
CALFHILL CT										1			
CHESTER ST										1			
CHURCH ST			223							2			
CLIFTON AV													
COOPER CT													
FISHER AV			370	85	4								
FORREST AV													
HIGH SCHOOL CT			40	52	1								
LUNDY LN													
NEW YORK AV			503							1	32		
NINO AV			605							2			
NINO AV													
NINO WY													
OHLONE CT			155							2			
PARK AV	1	40	160							1			
ROBERTS RD EAST			727	100		2	825	160	16	2			
TERRACE CT													
WOODLAND AV			80	60						2			
WRAIGHT AV			190	180									
N Santa Cruz Ave at E Main St													
E Main St at College Ave													
N Santa Cruz Ave at Andrews St													
N Santa Cruz Ave at Almendra Ave/Petticoat Ln													
N Santa Cruz Ave at Bachman Ave													
N Santa Cruz Ave at Royce St/Nicholson Ave													
N Santa Cruz Ave at Grays Ln													
N Santa Cruz Ave at Bean Ave													
N Santa Cruz Ave at Elm St													
N Santa Cruz south of Elm St Midblock													
N Santa Cruz north of E Main St Midblock													

Town of Los Gatos
#25-811-9901 2026 Annual Street Repair and Resurfacing
Street List

Street	Accessible Parking-TLG Std. ST-265 (Ea.)	Blue Curb (L.F.)	Red Curb (L.F.)	White Curb (L.F.)	School Bus Only Curb Marking (Ea.)	Green Back Bike Lane Symbol with Arrow Legend TLG-Std. TR-A (Ea.)	Green Bike Lane (L.F.)	Dashed Green Bike Lane (L.F.)	Roadway Bicycle Marking-TLG Std. TR-G (Ea.)	Blue Reflective Pavement Marker (Ea.)	Install New 3' Wheel Stop (Ea.)	Remove and Salvage Signs on Existing Post (Ea.)	Install New Sign on Existing Post (Ea.)
Mullen Ave at University Ave													
University Ave at Elm St													
University Ave between Main St and Elm St Midblock													
Winchester Blvd at Albright Wy													
Winchester Blvd at Knowles Dr													
E Main St at Montebello Wy													
University Ave at Royce St													
Stacia St at Los Gatos Blvd													
Magneson Loop at Los Gatos Blvd													
University Ave at Bentley Ave													

ADDITIVE ALTERNATE 1:													
HILL TOP DR										1			
WOODED VIEW DR										6			
WOODED VIEW DR													



LEGEND:

- ○ Transition Begin/End
- XX' Striping Length
- XX Striping Detail

LEGEND MARKINGS:

- 25
- Type IV Arrow
- Type VII Arrow

Z

TOWN OF LOS GATOS
INCORPORATED 1887
PARKS AND PUBLIC WORKS

Alberto Way

ANNUAL PAVING 2025-26

STRIPING PLAN

SHEET 1 OF 2

DATE:	3/16/2026
SCALE:	40'
DESIGN:	MV
APPROVE:	GH
PROJECT NO.:	25-811-9901

DRAWING NAME: N:\PPW\ENGINEERING\TRAFFIC\TrafficProjects\Projects\AnnualPaving\2026\AnnualPavingStriping2026.dwg
PLOT TIME: 03-16-26
PLOTTED BY: jpu



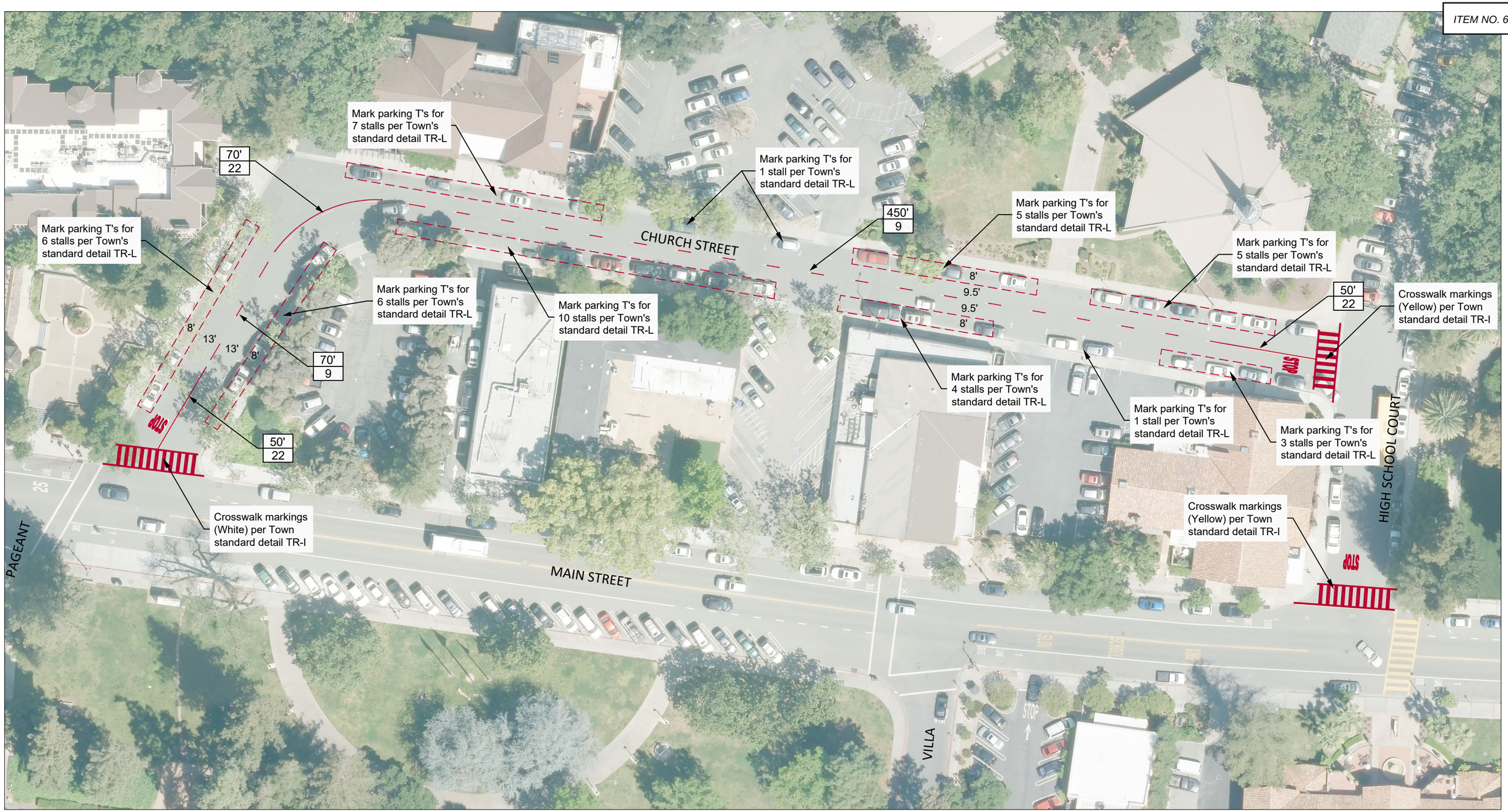
LEGEND:

XX'	Striping Length
XX	Striping Detail

N

TOWN OF LOS GATOS INCORPORATED 1887 PARKS AND PUBLIC WORKS	Alberto Way ANNUAL PAVING 2025-26 STRIPING PLAN SHEET 2 OF 2	DATE: 3/16/2026 SCALE: 40' DESIGN: MV APPROVE: GH PROJECT NO.: 25-811-9901

DRAWING NAME: N:\PPW\ENGINEERING\TRAFFIC\TrafficProjects\Projects\AnnualPaving\2026\AnnualPavingStriping2026.dwg
PLOT TIME: 03-16-26
PLOTTED BY: jpu



LEGEND:

XX' / XX	Striping Length / Striping Detail
STOP	STOP legend

N

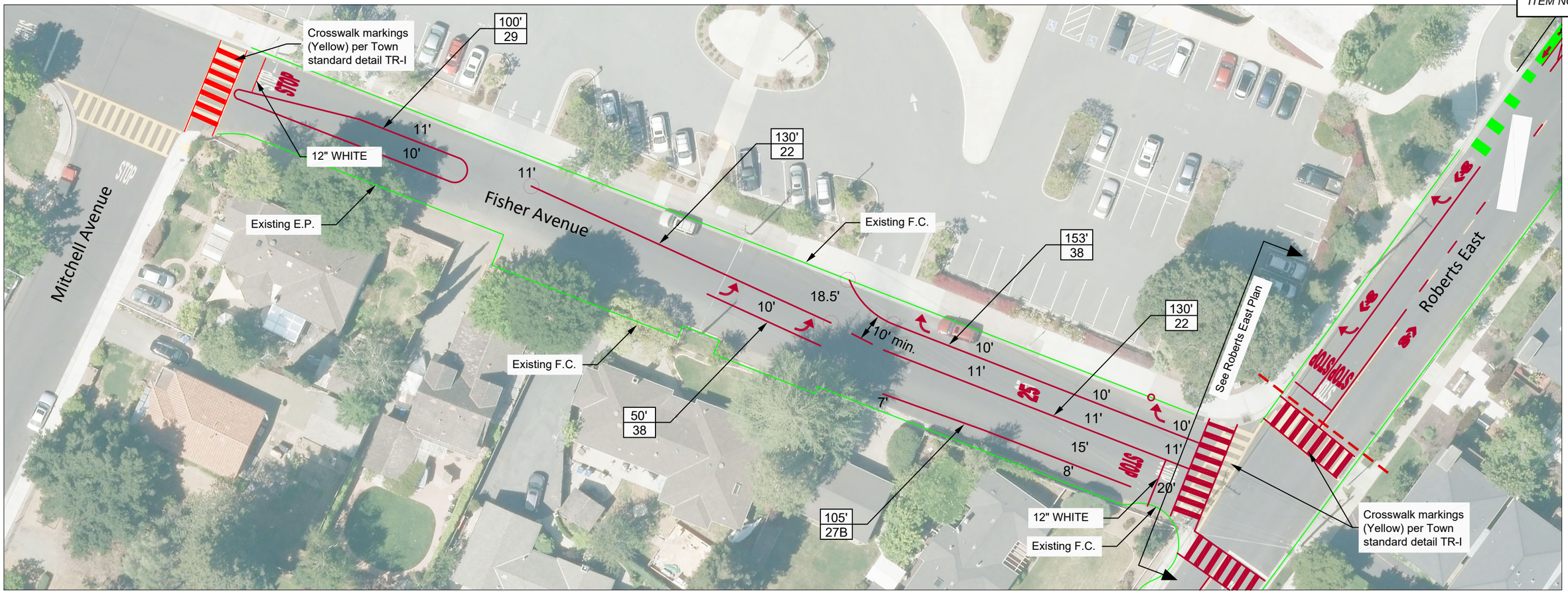
DRAWING NAME:	N: \PPW\ENGINEERING\TRAFFIC\TrafficProjects\Projects\AnnualPaving\2026\AnnualPavingStriping2026.dwg
PLOT TIME:	03-16-26
PLOTTED BY:	jpu

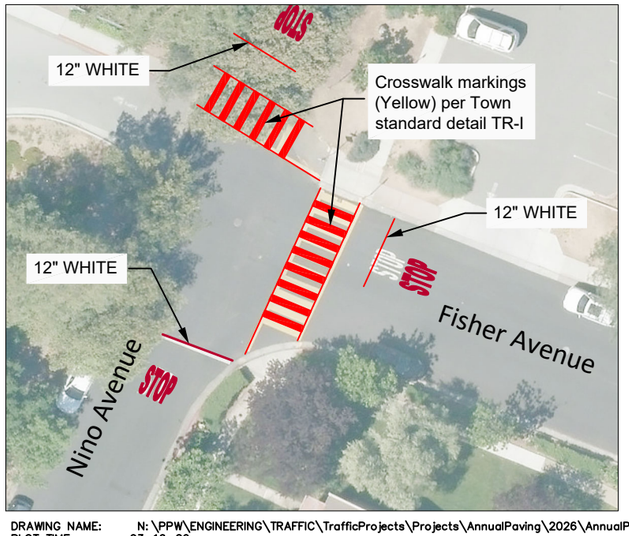
TOWN OF LOS GATOS
PARKS AND PUBLIC WORKS

Church Street
High School Court
ANNUAL PAVING 2025-26

STRIPING PLAN
SHEET 1 OF 1

DATE:	3/16/2026
SCALE:	50'
DESIGN:	MV
APPROVE:	GH
PROJECT NO.:	25-811-9901





NOTES:

See Roberts Road East striping plan for striping details for Roberts Road East.

LEGEND:

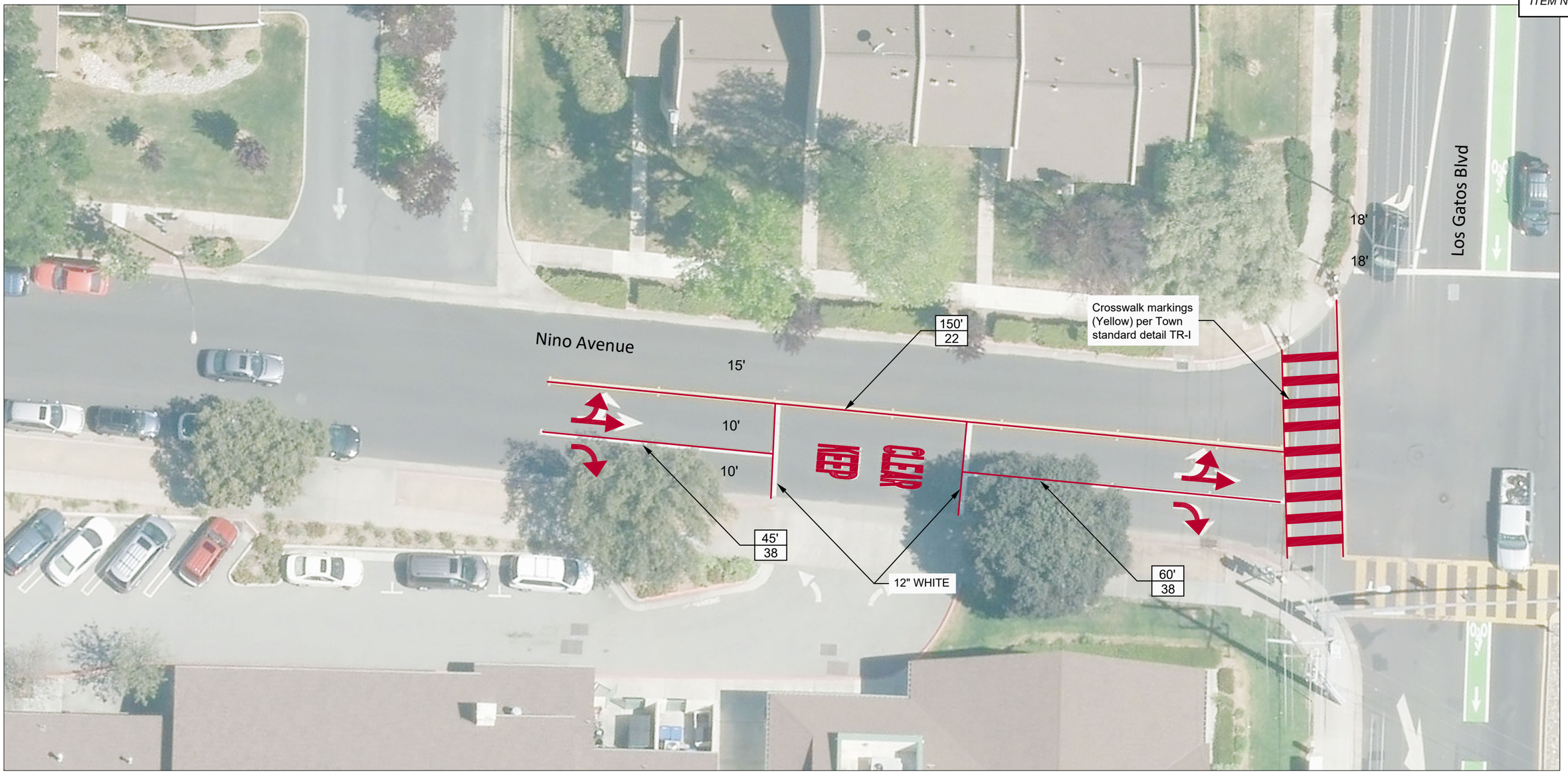
- Transition Begin/End
- XX' Striping Length
- XX Striping Detail

LEGEND MARKINGS:

- 25
- Type IV Arrow
- Type IV Arrow
- STOP legend

TOWN OF LOS GATOS — PARKS AND PUBLIC WORKS	Fisher Avenue ANNUAL PAVING 2025-26 STRIPING PLAN SHEET 1 OF 1	DATE: 3/16/2026 SCALE: 40' DESIGN: MV APPROVE: GH PROJECT NO.: 25-811-9901

DRAWING NAME: N:\PPW\ENGINEERING\TRAFFIC\TrafficProjects\Projects\AnnualPaving\2026\AnnualPavingStriping2026.dwg
PLOT TIME: 03-16-26
PLOTTED BY: jpu



LEGEND:

XX'	Striping Length
XX	Striping Detail

LEGEND MARKINGS:

Type IV Arrow

Type VII Arrow

N

TOWN OF LOS GATOS
PARKS AND PUBLIC WORKS

Nino Avenue

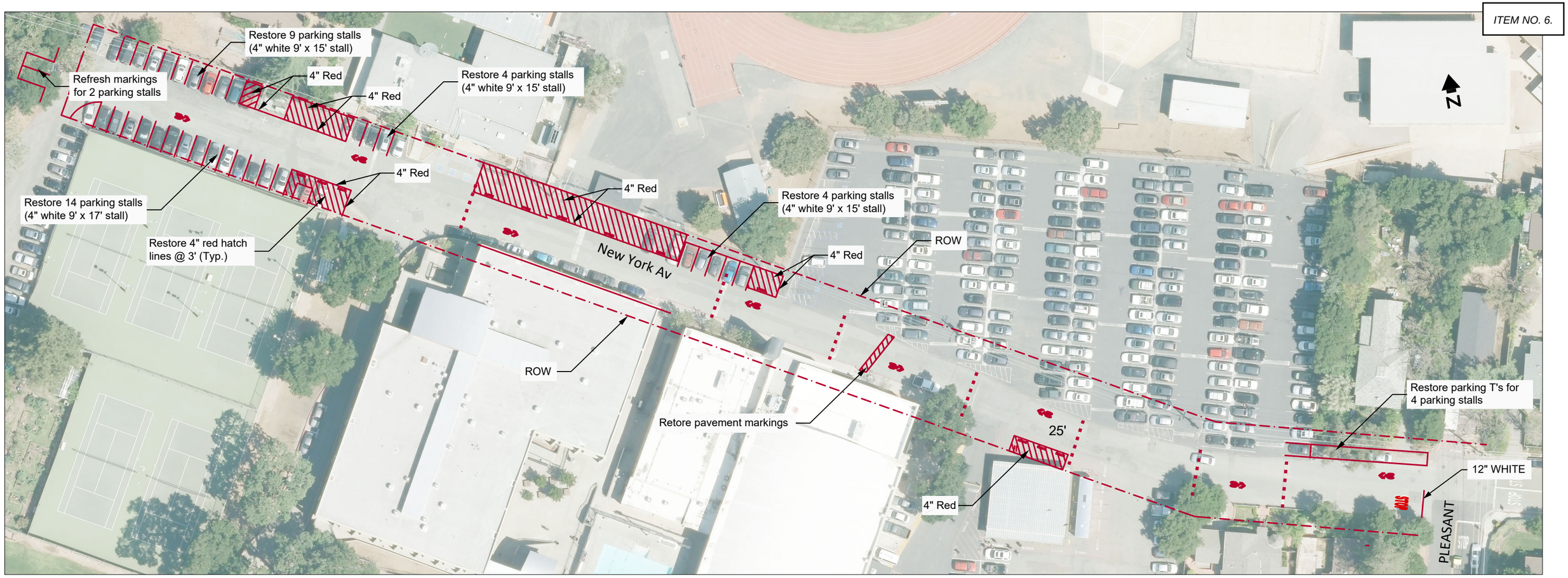
ANNUAL PAVING 2025-26

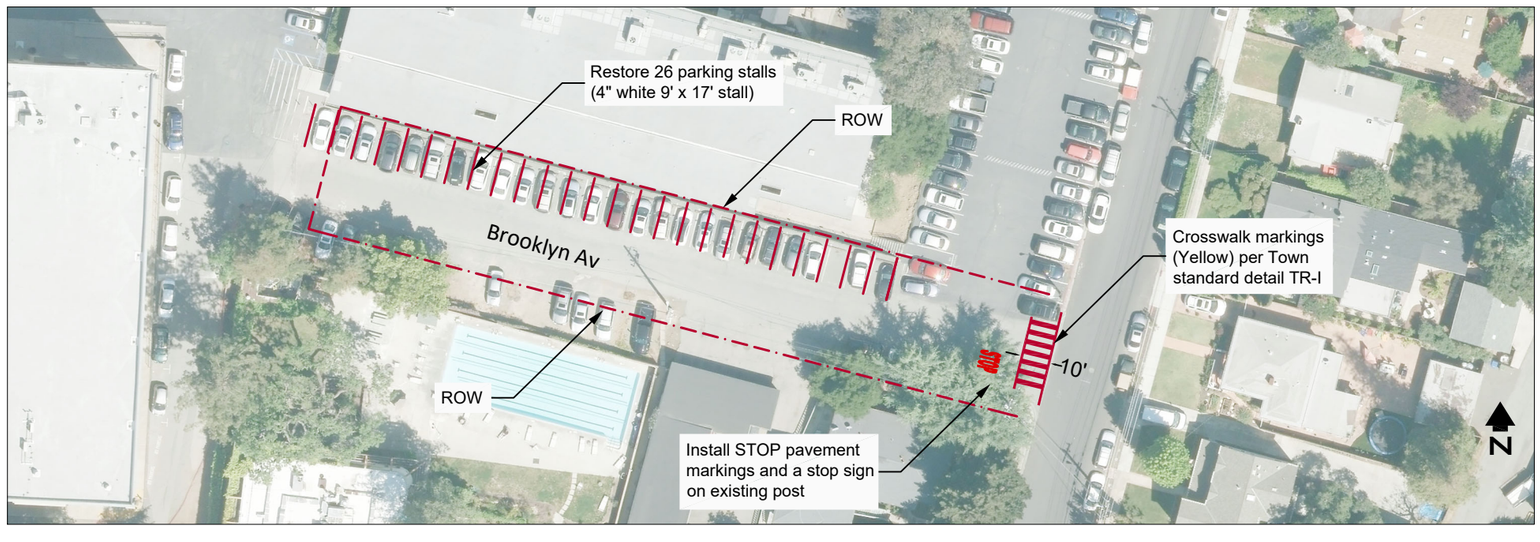
STRIPING PLAN

SHEET 1 OF 1

DATE:	3/16/2026
SCALE:	20'
DESIGN:	MV
APPROVE:	GH
PROJECT NO.:	25-811-9901

DRAWING NAME: N:\PPW\ENGINEERING\TRAFFIC\TrafficProjects\Projects\AnnualPaving\2026\AnnualPavingStriping2026.dwg
PLOT TIME: 03-16-26
PLOTTED BY: jpu





LEGEND:

Speed bump per Town standard detail TR-J2. Restore bump opening per existing conditions

STOP

NOTES:

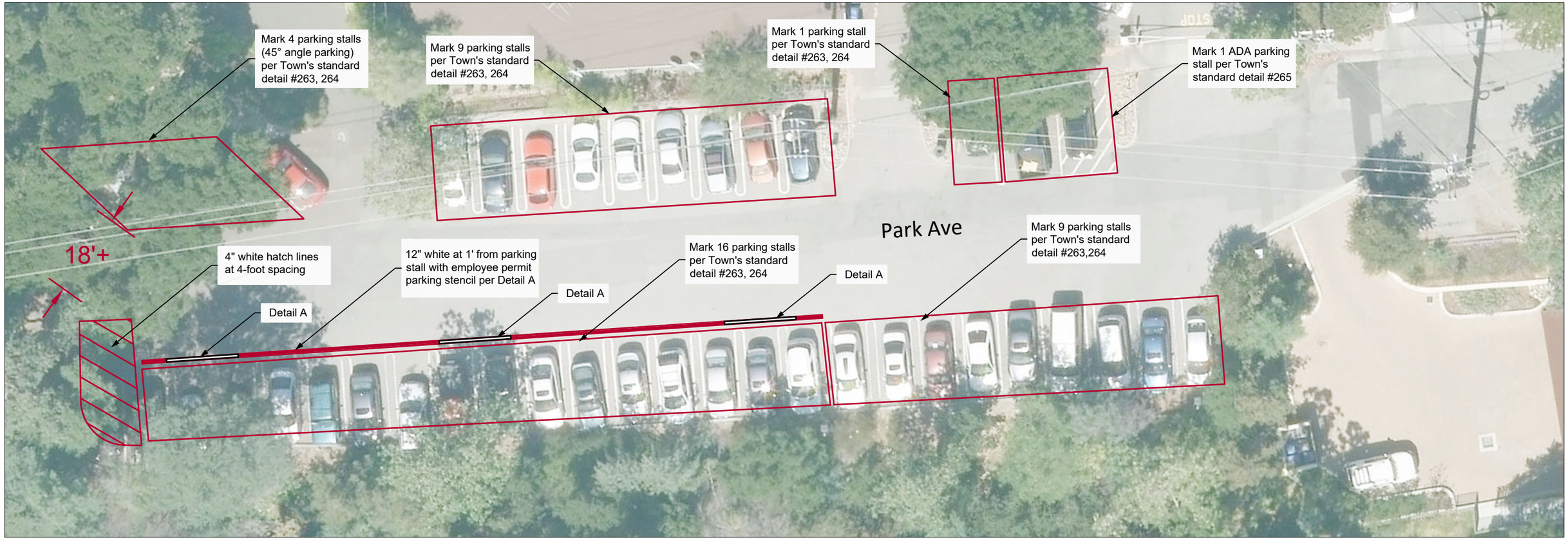
Contractor shall mark reference points for restoring pavement markings prior to construction or removal of existing pavement markings.

Restore pavement markings to conform existing.

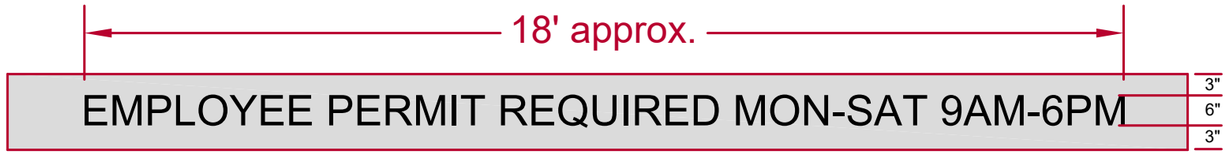
Some speed bumps have drainage openings. Contractor to mark reference points for existing speed bumps and drainage openings prior to construction and shall construct speed bumps and drainage openings accordingly.

TOWN OF LOS GATOS PARKS AND PUBLIC WORKS	New York Avenue Brooklyn Avenue ANNUAL PAVING 2025-26 STRIPING PLAN SHEET 1 OF 1	DATE: 3/19/2026 SCALE: 60' DESIGN: MV APPROVE: GH PROJECT NO.: 25-811-9901

N:\PPW\ENGINEERING\TRAFFIC\TrafficProjects\Projects\AnnualPaving\2026\AnnualPavingStriping2026.dwg
03-19-26
jpu







Detail A - Employee Permit Parking Stencil

LEGEND:

STOP STOP legend

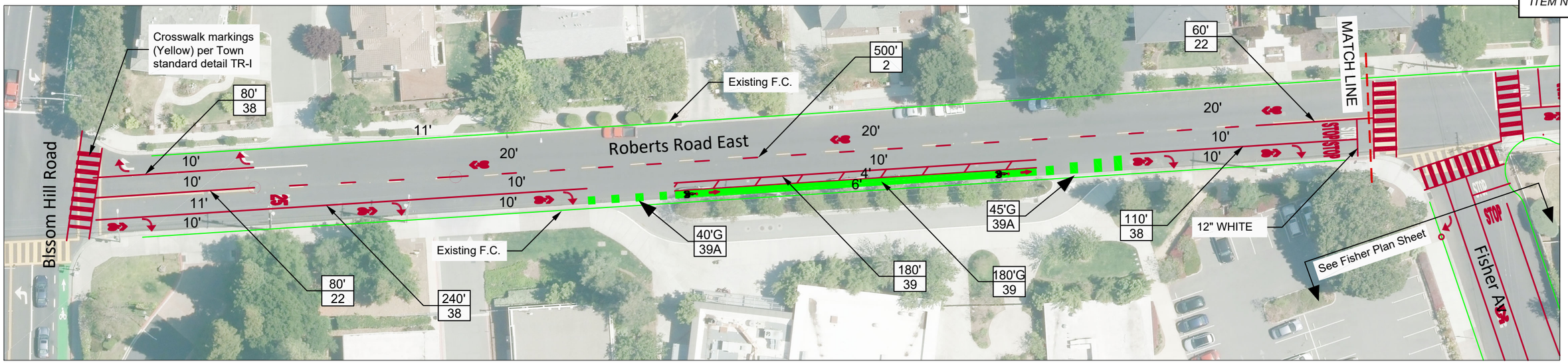
N

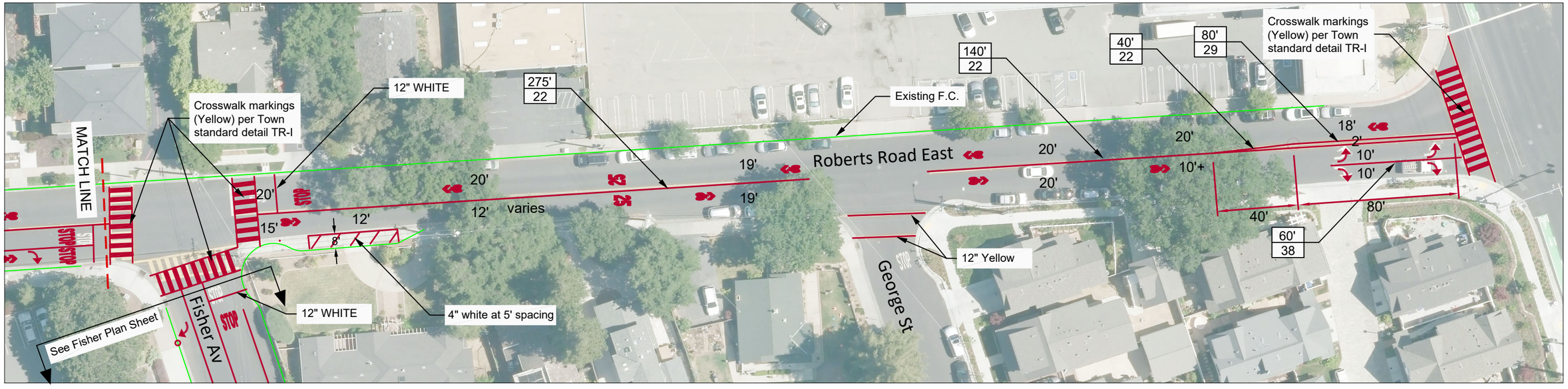
TOWN OF LOS GATOS
PARKS AND PUBLIC WORKS

PARK AVENUE
Parking Lot
ANNUAL PAVING 2025-26

STRIPING PLAN
SHEET 1 OF 1

DATE:	3/16/2026
SCALE:	50'
DESIGN:	MV
APPROVE:	GH
PROJECT NO.:	25-811-9901





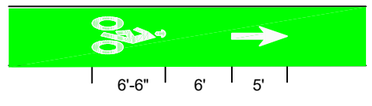
LEGEND:

- Transition Begin/End
- XX' Striping Length
- XX Striping Detail
- XX'G G as Green Back
- XX Striping Detail

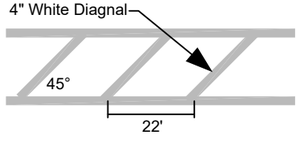
LEGEND MARKINGS:
(Centered in travel lane)

- 25
- Type IV Arrow
- Type IV Arrow
- STOP legend
- Bike Sharrow

Green Back Bike Lane Symbol



Buffer Hatching Detail



N

TOWN OF LOS GATOS
PARKS AND PUBLIC WORKS

Roberts Road East

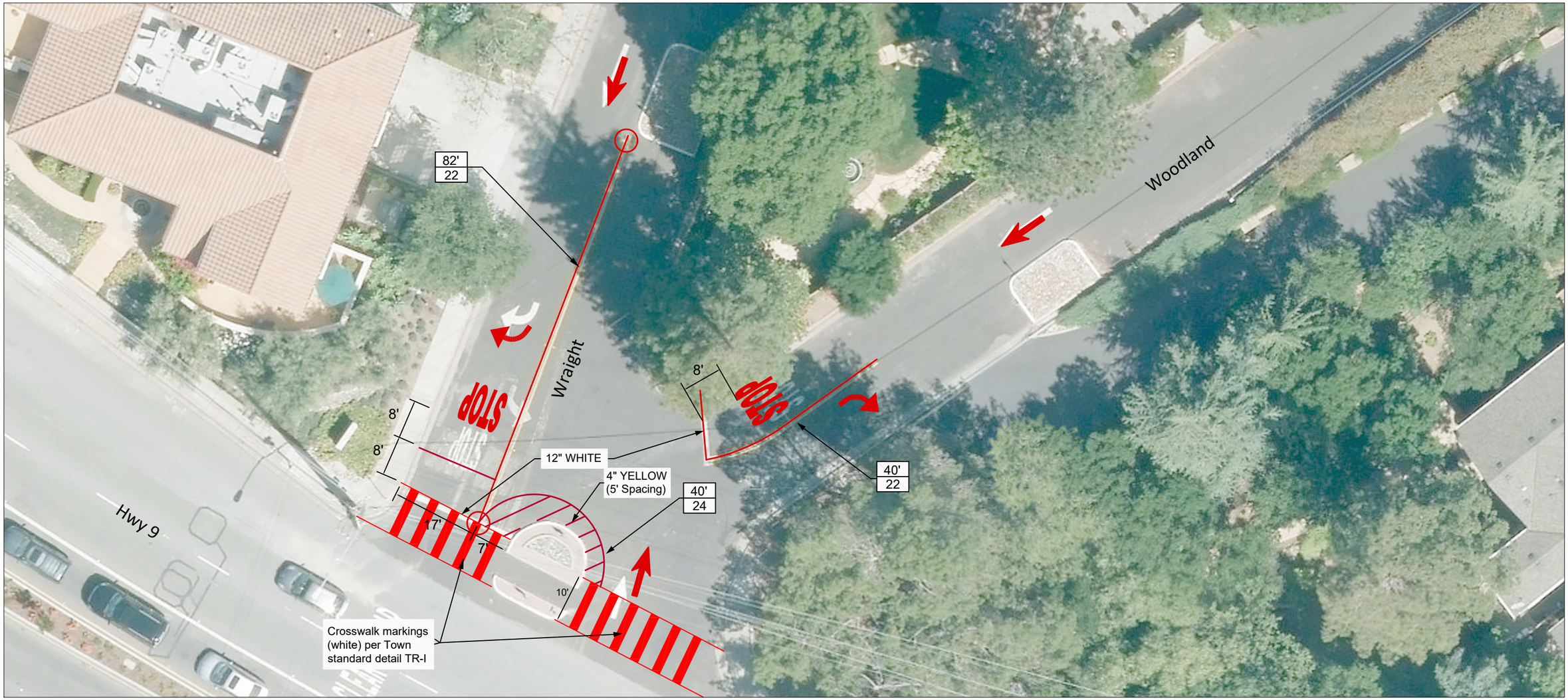
ANNUAL PAVING 2025-26

STRIPING PLAN

SHEET 1 OF 1

DATE:	3/18/2026
SCALE:	50'
DESIGN:	MV
APPROVE:	GH
PROJECT NO.:	25-811-9901

DRAWING NAME: N:\PPW\ENGINEERING\TRAFFIC\TrafficProjects\Projects\AnnualPaving\2026\AnnualPavingStriping2026.dwg
PLOT TIME: 03-18-26
PLOTTED BY: jpu



LEGEND:

- Transition Begin/End
- XX' Striping Length
- XX Striping Detail

LEGEND MARKINGS:

- STOP
- Type IV Arrow
- Type I Arrow

N

TOWN OF LOS GATOS
INCORPORATED 1887
PARKS AND PUBLIC WORKS

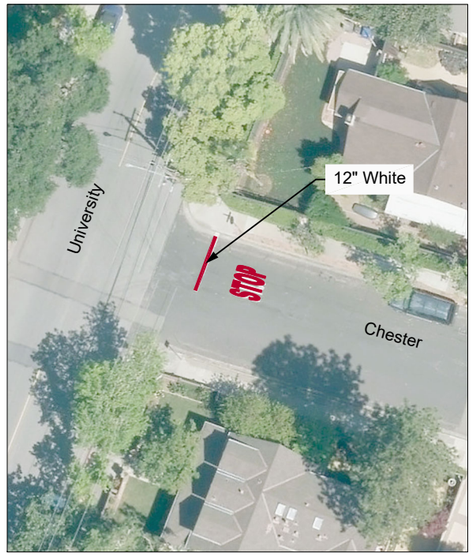
Wraight Avenue
Woodland Avenue
ANNUAL PAVING 2024-25

STRIPING PLAN
SHEET 1 OF 1

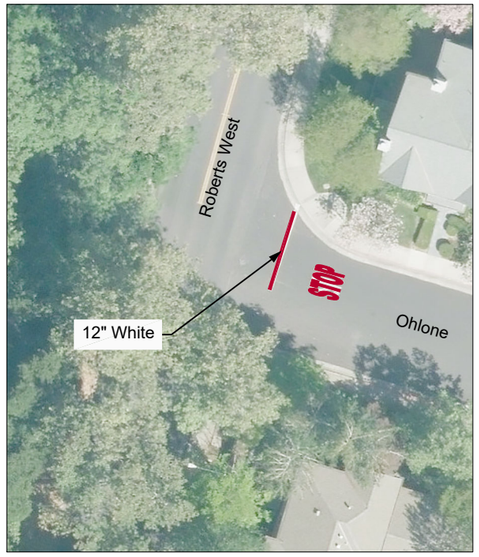
DATE:	3/16/2026
SCALE:	20'
DESIGN:	MV
APPROVE:	GH
PROJECT NO.:	25-811-9901

DRAWING NAME: N:\PPW\ENGINEERING\TRAFFIC\TrafficProjects\Projects\AnnualPaving\2026\AnnualPavingStriping2026.dwg
PLOT TIME: 03-16-26
PLOTTED BY: jpu

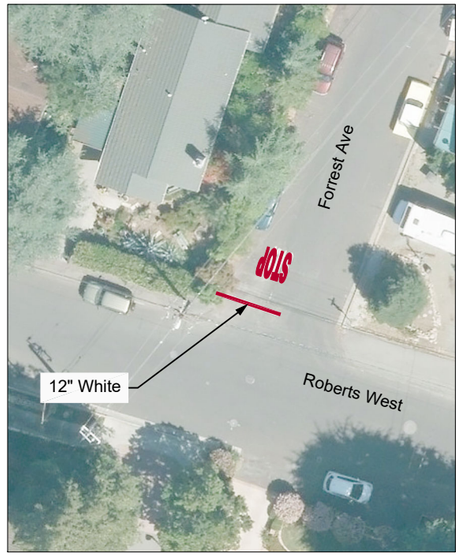
Chester Street



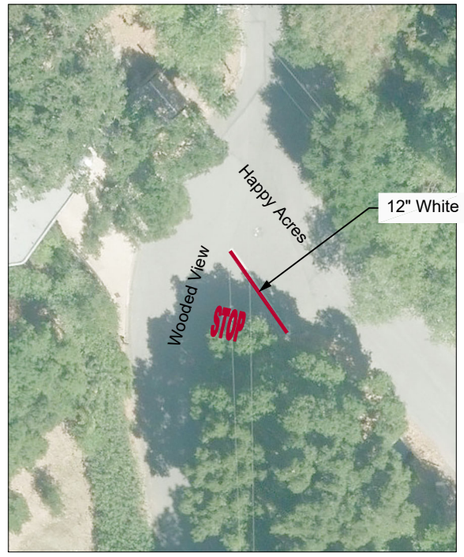
Ohlone Court



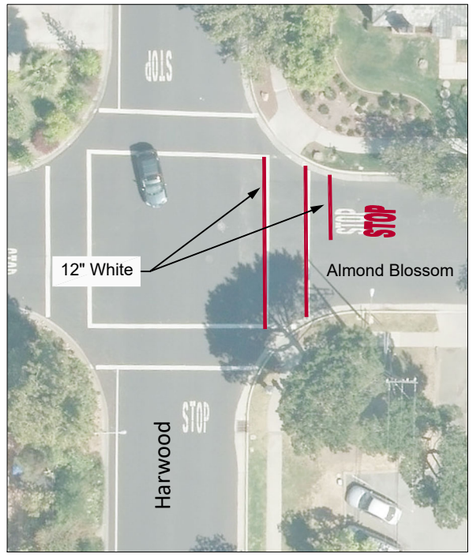
Forrest Avenue



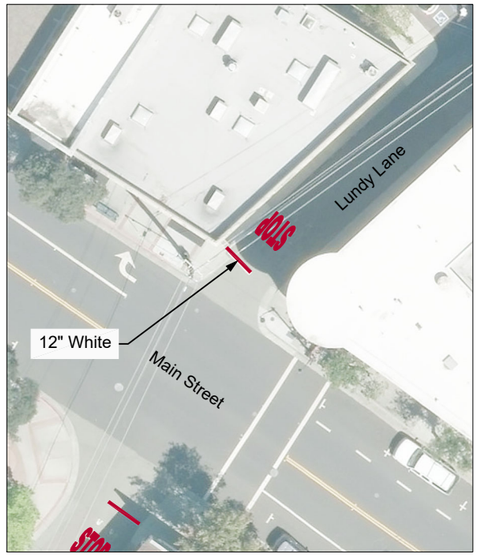
Wooded View Drive



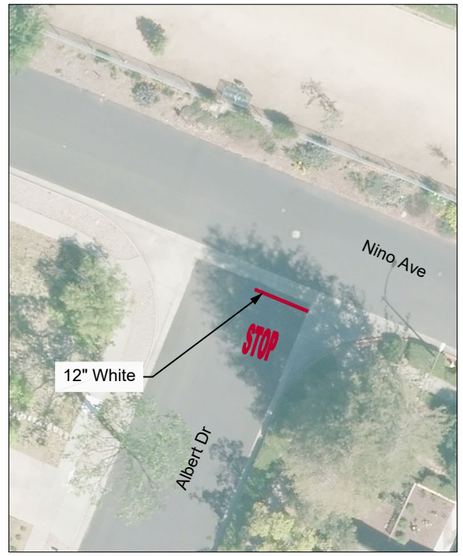
Almond Blossom Lane



Lundy Lane



Albert Drive



Hill Top Drive

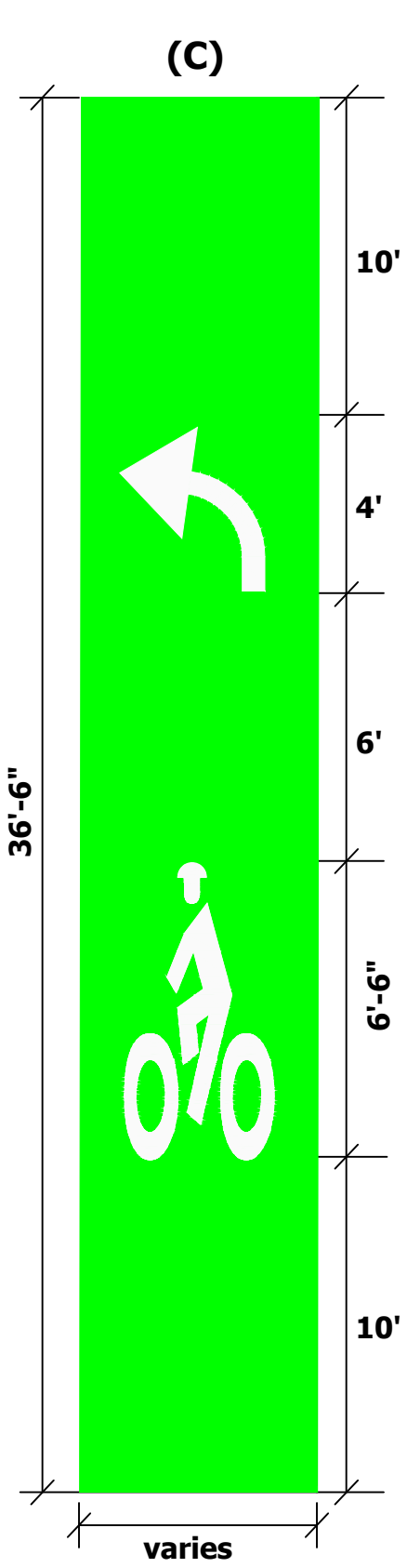


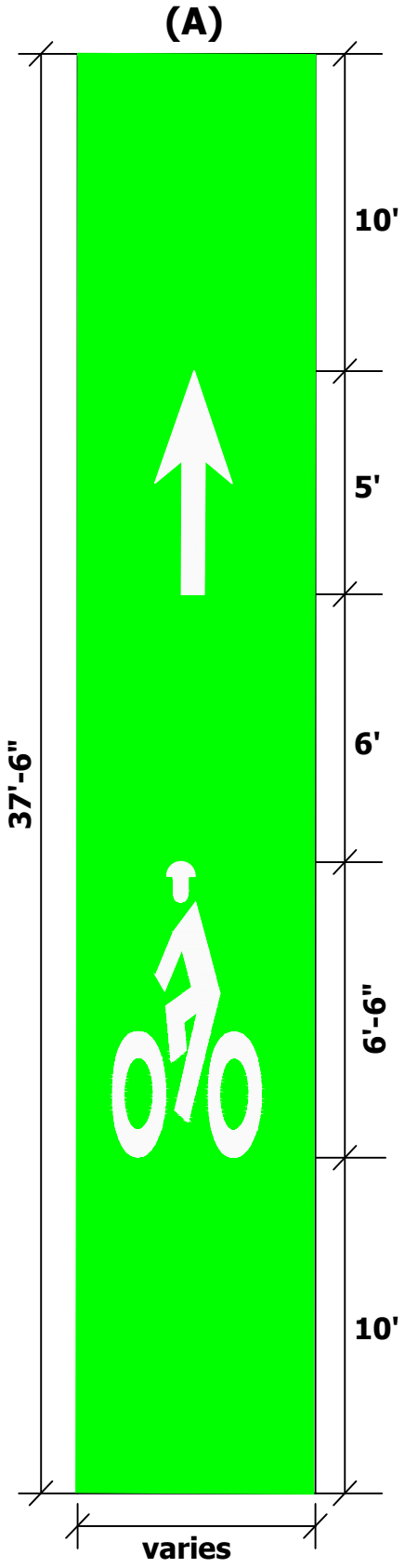
LEGEND MARKINGS:

STOP

N

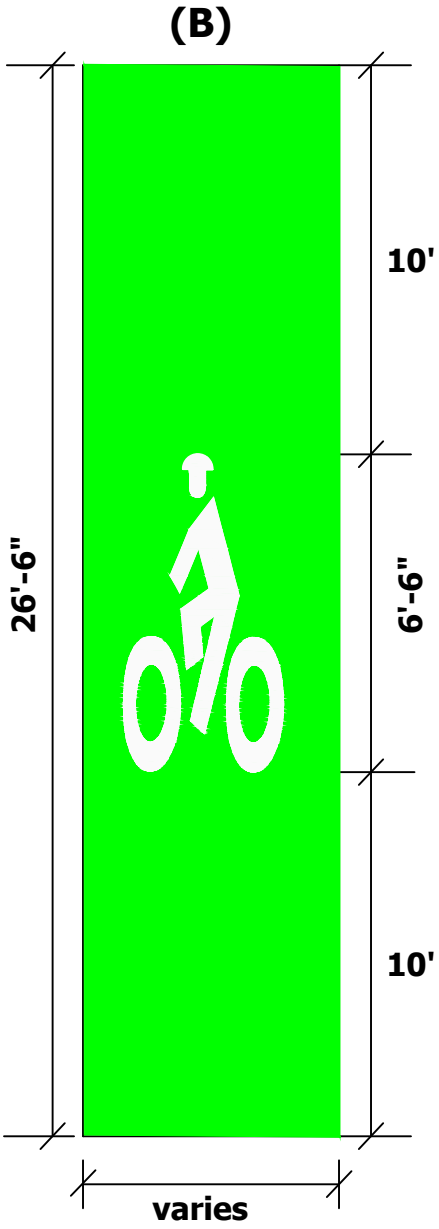
TOWN OF LOS GATOS PARKS AND PUBLIC WORKS	Almond Blossom, Hill Top Chester, Ohlone, Forrest Albert, Wooded View, Lundy ANNUAL PAVING 2024-25 STRIPING PLAN SHEET 1 OF 1	DATE: 3/16/2025 SCALE: 40' DESIGN: MV APPROVE: GH PROJECT NO.: 25-811-9901





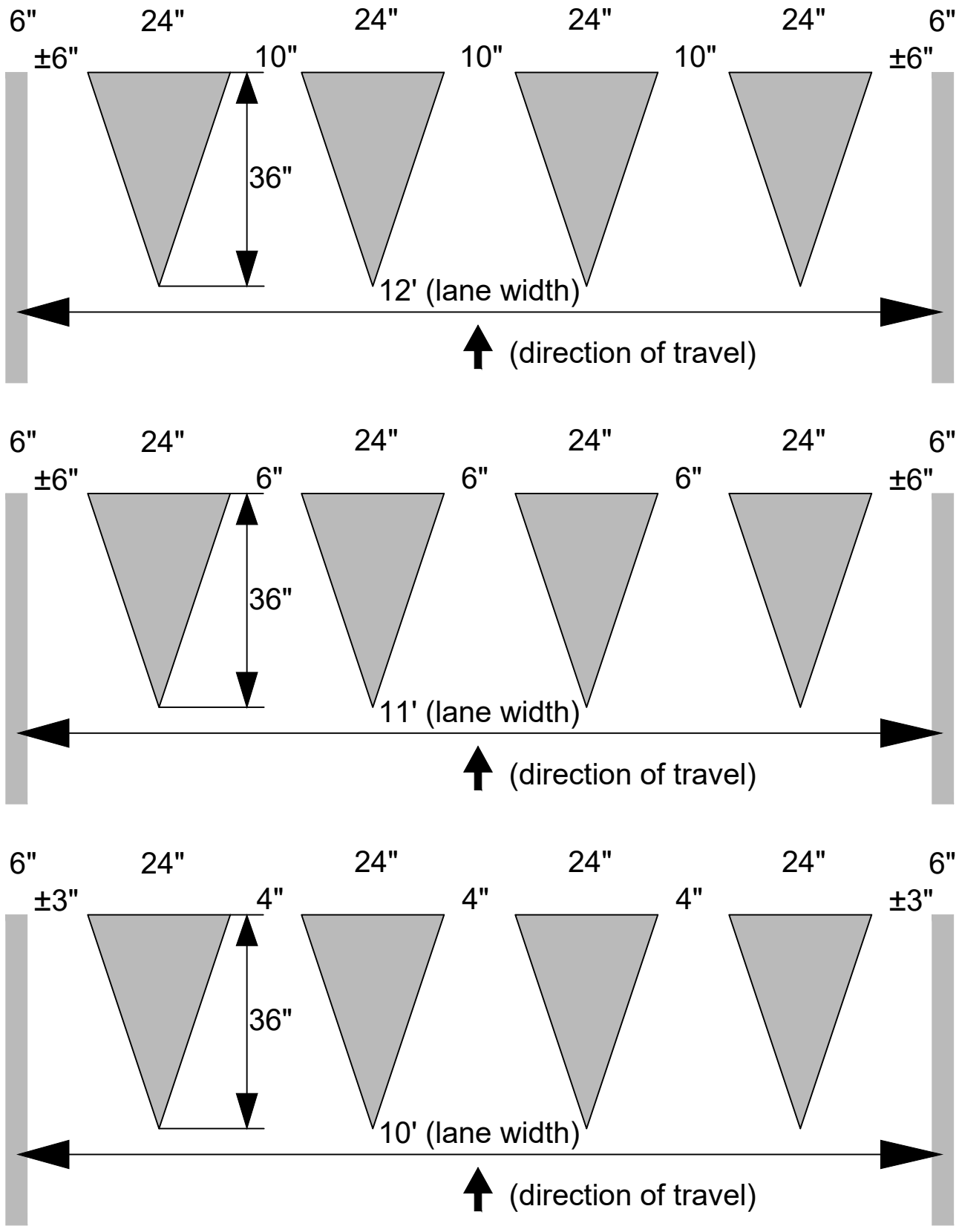
NOTES:

1. If used, install (A) for bike lane after every intersection and at mid-block as shown on the plans.
2. If used, install (B) at mid-block for bike lane as shown on the plans.
3. If used, install (C) for left turn bike lane as shown on the plans.
4. The spacing of bike lane symbols should not be greater than 300'.



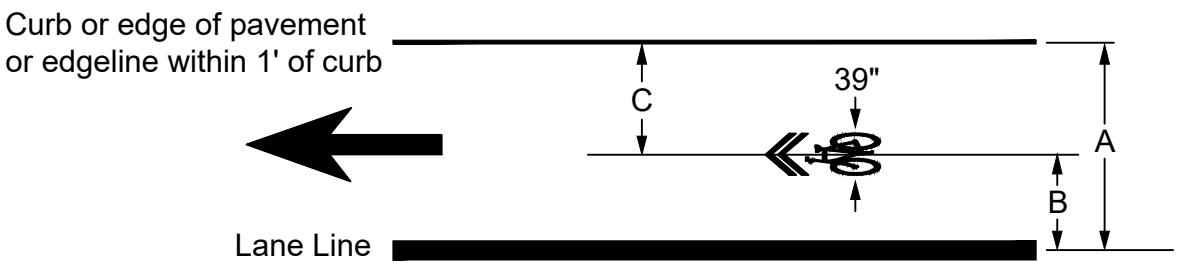
APPROVED BY	DATE		STD. PLAN NO.
	2/14/2023	GREEN BACK BIKE LANE SYMBOL	TR-A
TOWN ENGINEER	NOT TO SCALE		

ENGINEERING\TRAFFIC\TrafficEngineer\CADfiles\StandardDetail\GreenBackBikeLaneSymbol(TR-A).dwg



NOT TO SCALE

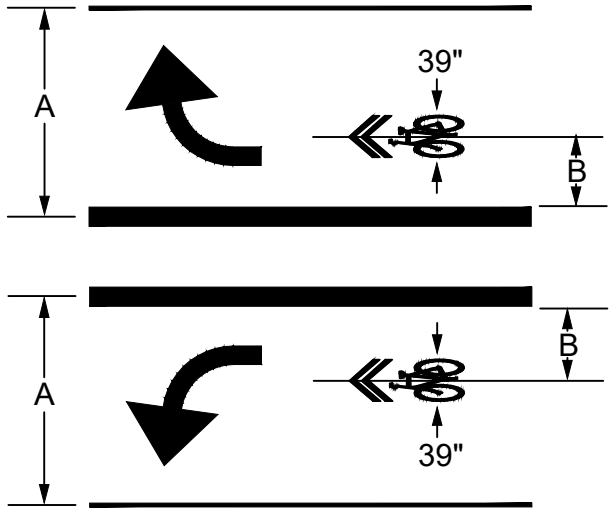
APPROVED BY	DATE		YIELD LINE	STD. PLAN NO.
	8/17/2021			TR-B
WN ENGINEER				



Bike Sharrow Lateral Position (with on-street parking)			
A	B	C	Notes
>=24'		13'	Consider bike lane
23'	6.5'		Consider bike lane
22'	6'		B=(A-10)/2
21'	5.5'		B=(A-10)/2
20'	5'		B=(A-10)/2

Bike Sharrow Lateral Position (without on-street parking)		
A	C	Notes
>=15'	4'min	Consider bike lane
14'	4'	
<14'		Centered in lane

Note: Shared Lane Marking (Sharrow) may be used in addition to or instead of the Use Full Lane sign to inform road users that bicyclists might occupy the travel lane.



Bike Sharrow Lateral Position (in left turn and right-turn only lanes)		
A	B	Notes
>=14'	4'min	
<14'		Centered in lane

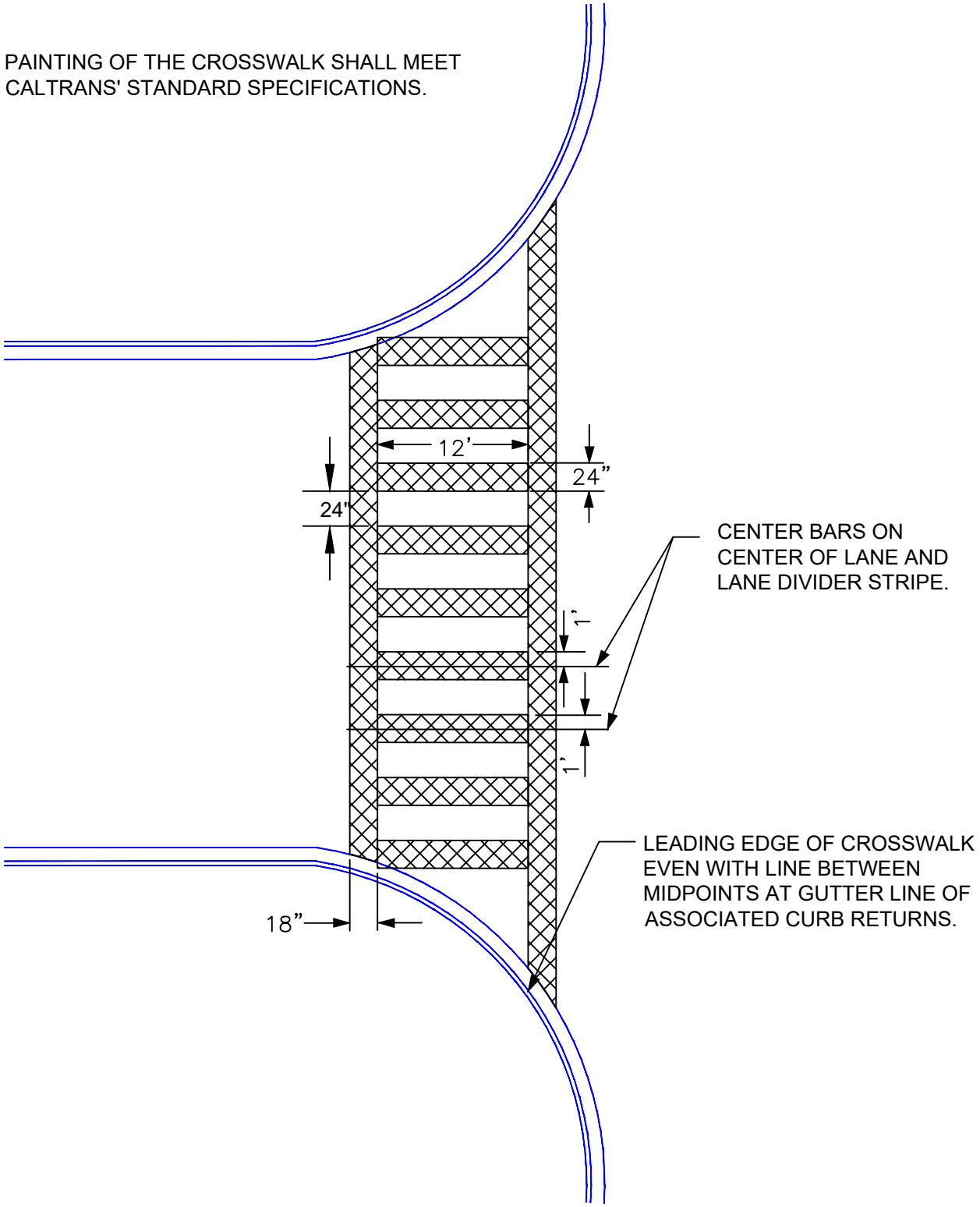
Note: Sharrow may be used in left turn and right turn only lanes to indicate bicyclist may travel straight through an intersection.

Reference: CA MUTCD Revision 6, March 30, 2021, Section 9C.07, Figure 9C-108 (CA), Figure 9C-111 (CA), Figure 9C-112 (CA). Also refer to Caltrans Standard Detail for Shared Roadway Bicycle Marking (Bike Sharrow).

APPROVED BY	DATE			STD. PLAN NO.
	2/16/2023		BIKE SHARROW Example Lateral Position	TR-G
TOWN ENGINEER	NOT TO SCALE			

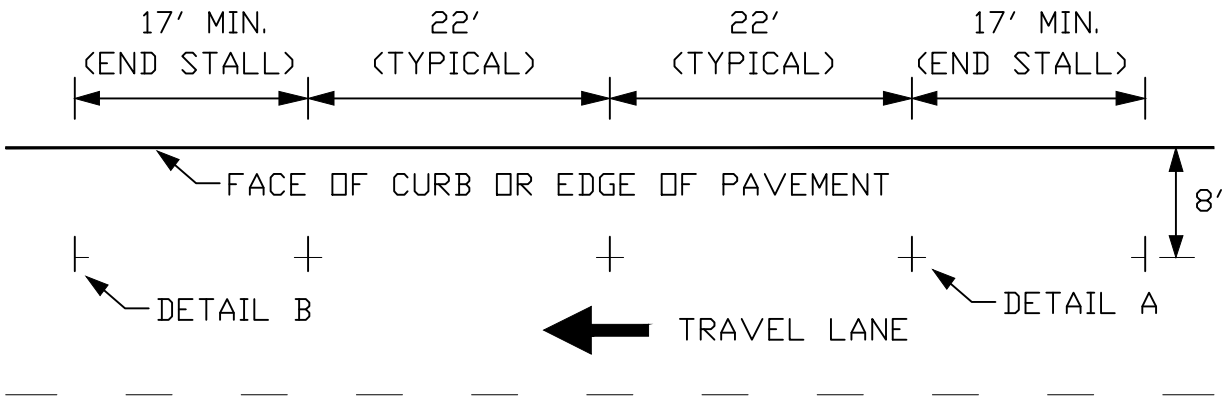
ENGINEERING\TRAFFIC\TrafficEngineer\CADfiles\StandardDetail\BikeSharrowPlacement(TR-G).dwg

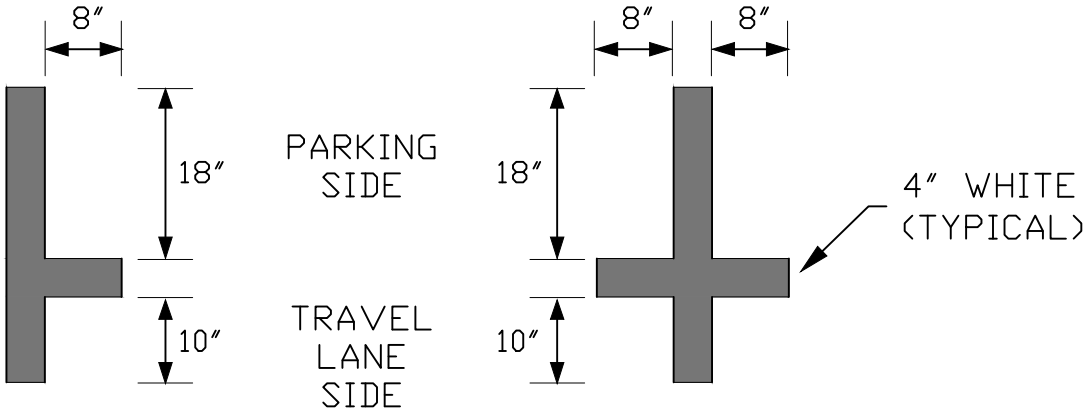
PAINTING OF THE CROSSWALK SHALL MEET CALTRANS' STANDARD SPECIFICATIONS.



NOT TO SCALE

APPROVED BY	DATE		HIGH VISIBILITY CROSSWALK MARKING	STD. PLAN NO.
	2/14/2023			TR-I
WN ENGINEER				





DETAIL B
PARKING T STENCIL
(END STALL)

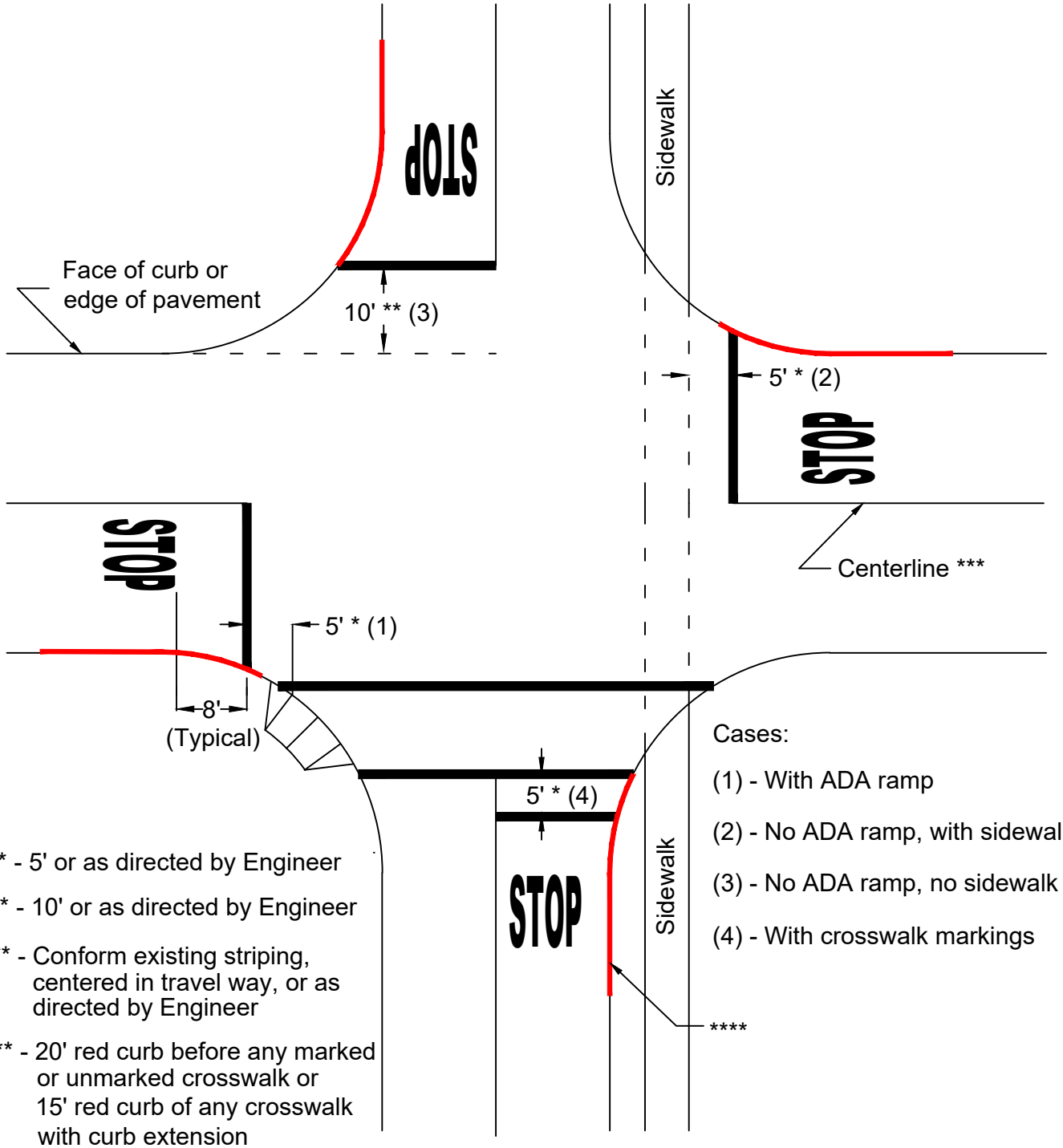
DETAIL A
PARKING T STENCIL
(TYPICAL)

NOTES:

1. TYPICAL PARALLEL PARKING STALL IS 8′-WIDE 22′-LONG. END PARKING STALL LENGTH MAY BE REDUCED TO 17′ MINIMUM.
2. PARKING STALL WIDTH, IF APPROVED BY ENGINEER, MAY BE REDUCED TO 7′ MINIMUM FOR NARROW LOW VOLUME MINOR STREETS TO MAINTAIN DESIRED TRAVEL LANE WIDTH.
3. PARKING T DETAILS MAY BE ADJUSTED AS APPROVED BY ENGINEER.

NOT TO SCALE

APPROVED BY	DATE		ON-STREET PARKING T STRIPING DETAIL	STD. PLAN NO.
	2/16/2023			TR-L
/N ENGINEER				



* - 5' or as directed by Engineer

** - 10' or as directed by Engineer

*** - Conform existing striping, centered in travel way, or as directed by Engineer

**** - 20' red curb before any marked or unmarked crosswalk or 15' red curb of any crosswalk with curb extension

Cases:

(1) - With ADA ramp

(2) - No ADA ramp, with sidewalk

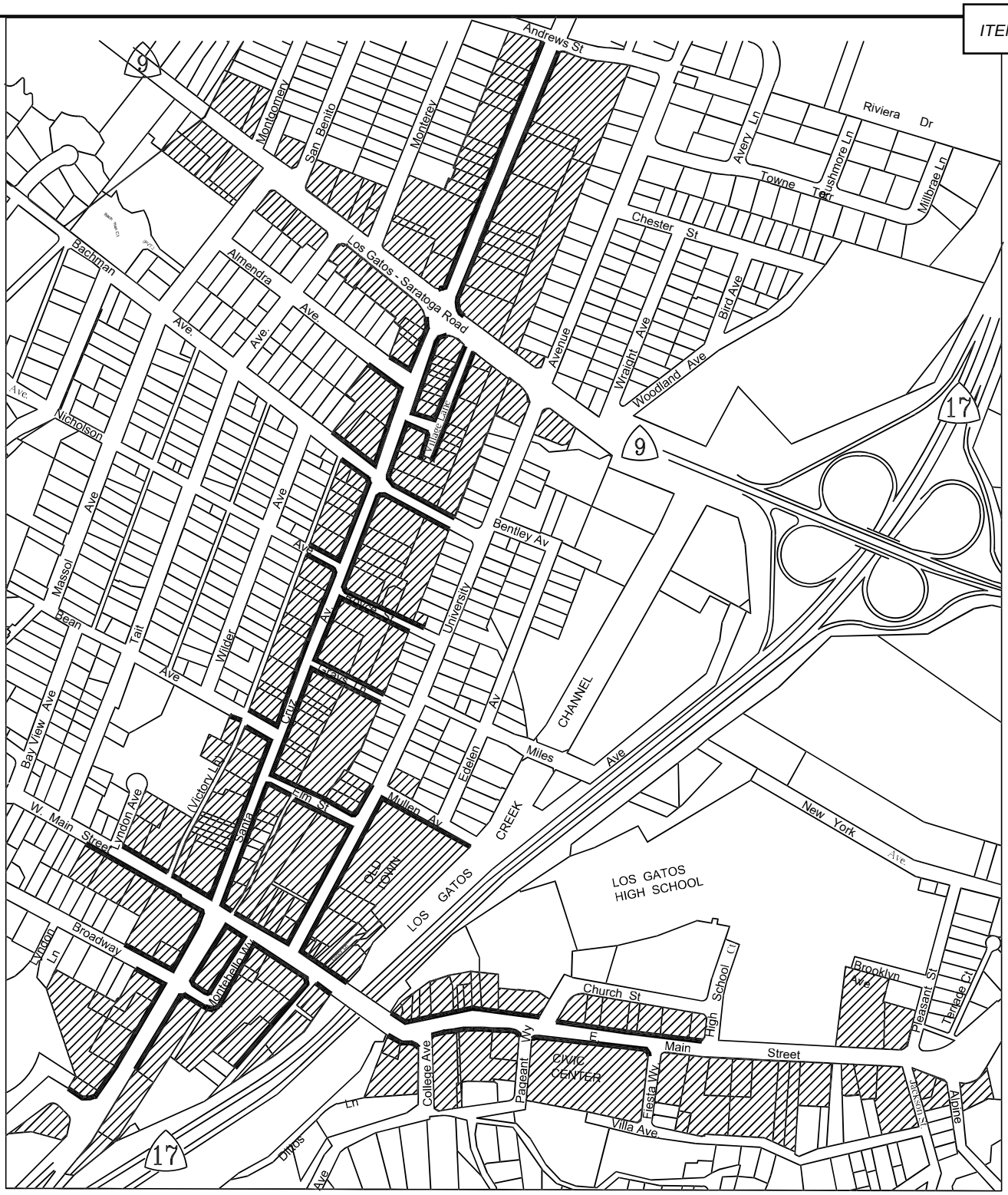
(3) - No ADA ramp, no sidewalk

(4) - With crosswalk markings

Reference: CA MUTCD March 10, 2023, Section 3B.16 Stop and Yield Lines
CA Vehicle Code Chapter 9 Stopping, Standing and Parking, Section 22500.(n)

NOT TO SCALE

APPROVED BY	DATE		Stop Lines at Intersections Example Layout	STD. PLAN NO.
	4/10/2024			TR-N
WN ENGINEER				



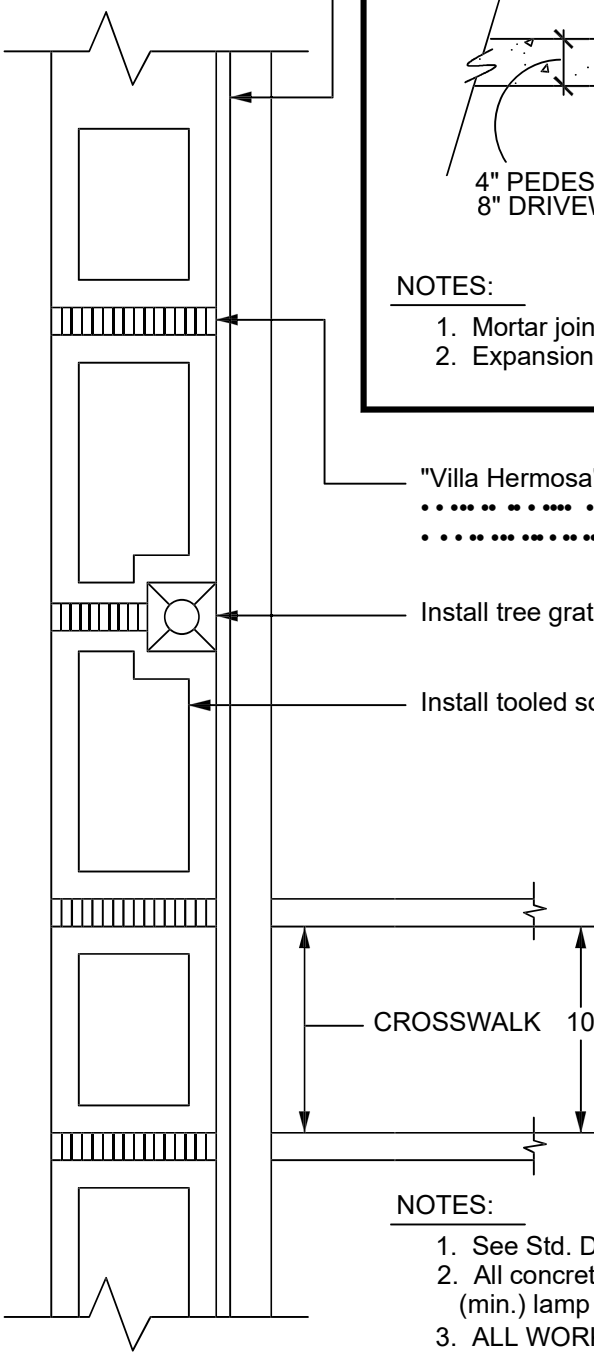
LEGEND

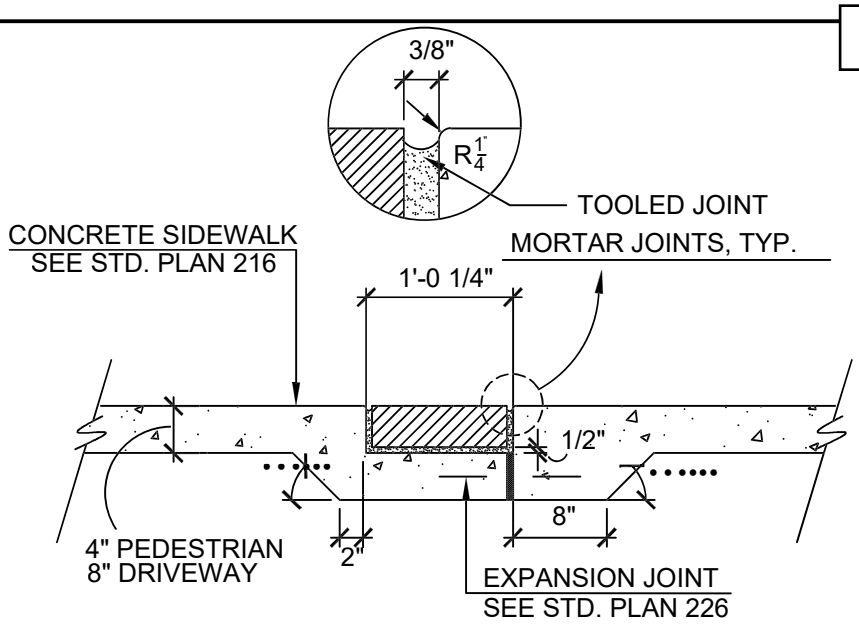
Downtown Commercial Areas

Villa Hermosa Sidewalk Required

APPROVED BY	DATE		VILLA HERMOSA AREA	STD. PLAN NO.
Kevin Rohani	NOVEMBER 2010	TOWN OF LOS GATOS		ST-225
TOWN ENGINEER				

P:\PPW\TLG GENERAL\Standard Details\ST-225.dwg





NOTES:

1. Mortar joints between bricks to be 3/8".
2. Expansion joints as shown on plans.

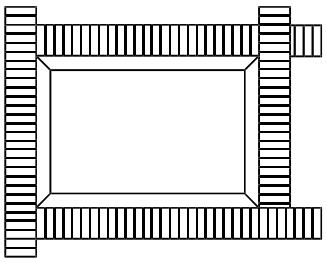
"Villa Hermosa" theme: Depress concrete slabe to receive brick strips

Install tree grates.

Install tooled score line 12 inches from panel edges.

NOTE:
All new paving to be "Villa Hermosa" as shown in this detail with the following exceptions:

A. Additional score lines at 45 degrees to be added as shown in detail below.



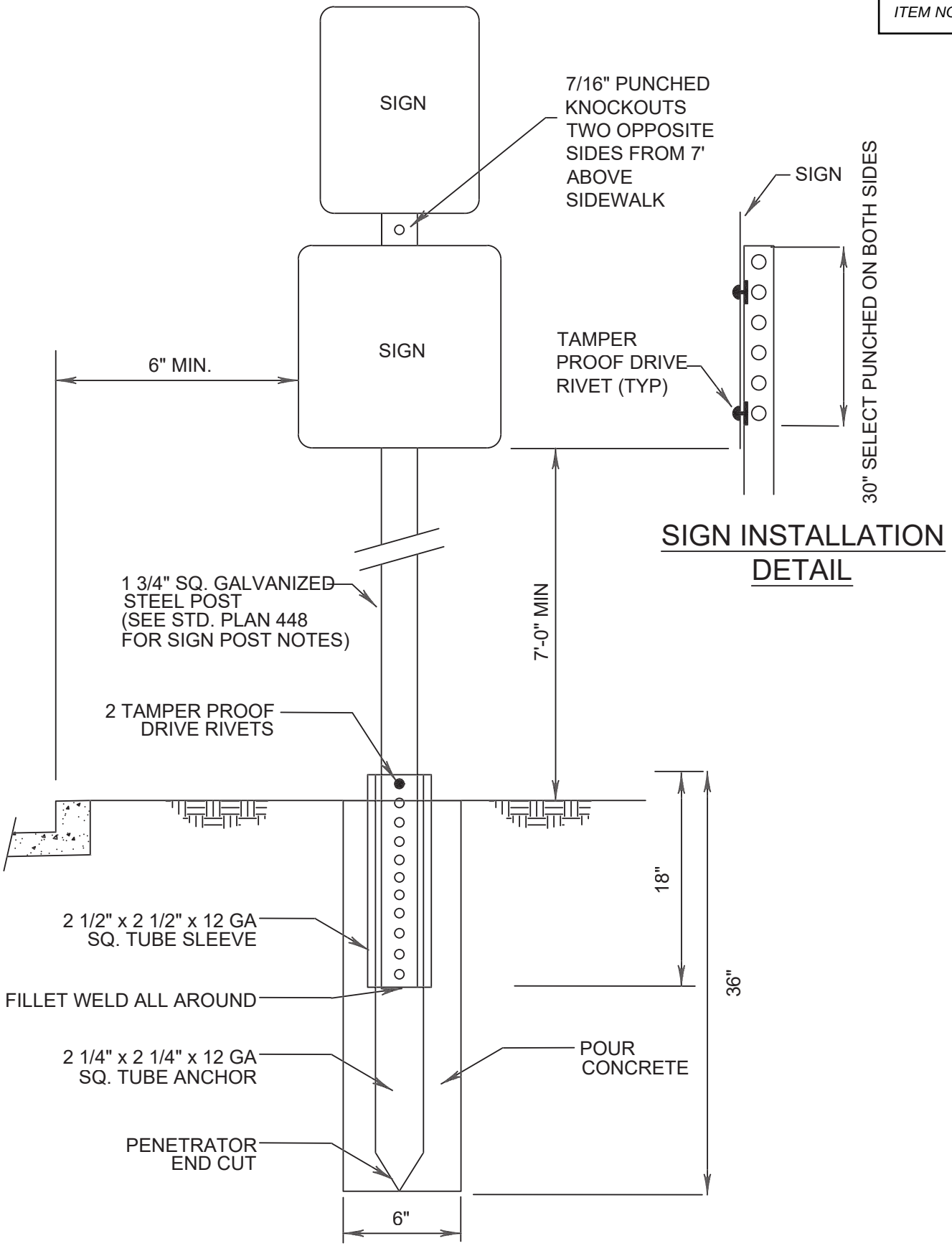
SCORE JOINT DETAIL- TYPICAL

NOTES:

1. See Std. Detail 225 for Villa Hermosa sidewalk areas.
2. All concrete shall be Class "A", per Caltrans specifications, with 1 lb. (min.) lamp black per cubic yard.
3. ALL WORK SHALL CONFORM TO CURRENT A.D.A. REQUIREMENTS.

APPROVED BY	DATE		VILLA HERMOSA SIDEWALK	STD. PLAN NO.
Kevin Rohani	NOVEMBER 2010			ST-224
TOWN ENGINEER				

P:\PPW\TLG GENERAL\Standard Details\ST-224.dwg



SIGN INSTALLATION DETAIL

APPROVED BY	DATE		SIGN MOUNTING DETAIL	STD. PLAN NO.
Kevin Rohani	NOVEMBER 2010	TOWN OF LOS GATOS		ST-239
WN ENGINEER			PLEASE SEE ST-240 FOR SIGN NOTES	

NOTES:

1 SIDEWALKS AND PAVED AREAS SHALL BE CORE DRILLED BEFORE ATTEMPTING SIGN INSTALLATION.

2 SIGNS SHALL HAVE A MIN. HEIGHT OF 7' FROM THE NEAR EDGE OF SIGN TO THE SIDEWALK GRADE, OR TOP OF CURB, AND A 2' LATERAL CLEARANCE FROM THE FACE OF CURB TO THE NEAR EDGE OF SIGN. SIGN LOCATION SHALL BE AS SHOWN ON THE PLANS AND PER M.U.T.C.D.

3 REFLECTIVE SHEETING SHALL BE MANUFACTURED BY 3M TRAFFIC CONTROL MATERIALS DIVISION.

a. REGULATORY AND WARNING SIGNS SHEETING SHALL BE 3M DIAMOND GRADE VIP TYPE MATERIAL OR EQUIVALENT. SIZE OF SIGNS SHALL BE NO LESS THAN 30x30 UNLESS SPECIFIED BY THE TOWN ENGINEER.

SIGN POST NOTES:

4 ALL TUBING MATERIAL SHALL BE "ULTI-MATE" SELECT PUNCH TYPE GALVANIZED STEEL (ASTM A70 GRADE 33) OR APPROVED EQUIVALENT. POST SHALL BE POWDER-COATED BLACK.

5 TUBING SHALL BE ROLL FORMED FROM STEEL CONFORMING TO STANDARD SPECIFICATIONS FOR STEEL SHEET, A.S.T.M. DESIGNATION A653-94, STRUCTURAL QUALITY, GRADE 50 MODIFIED TO GRADE 55.

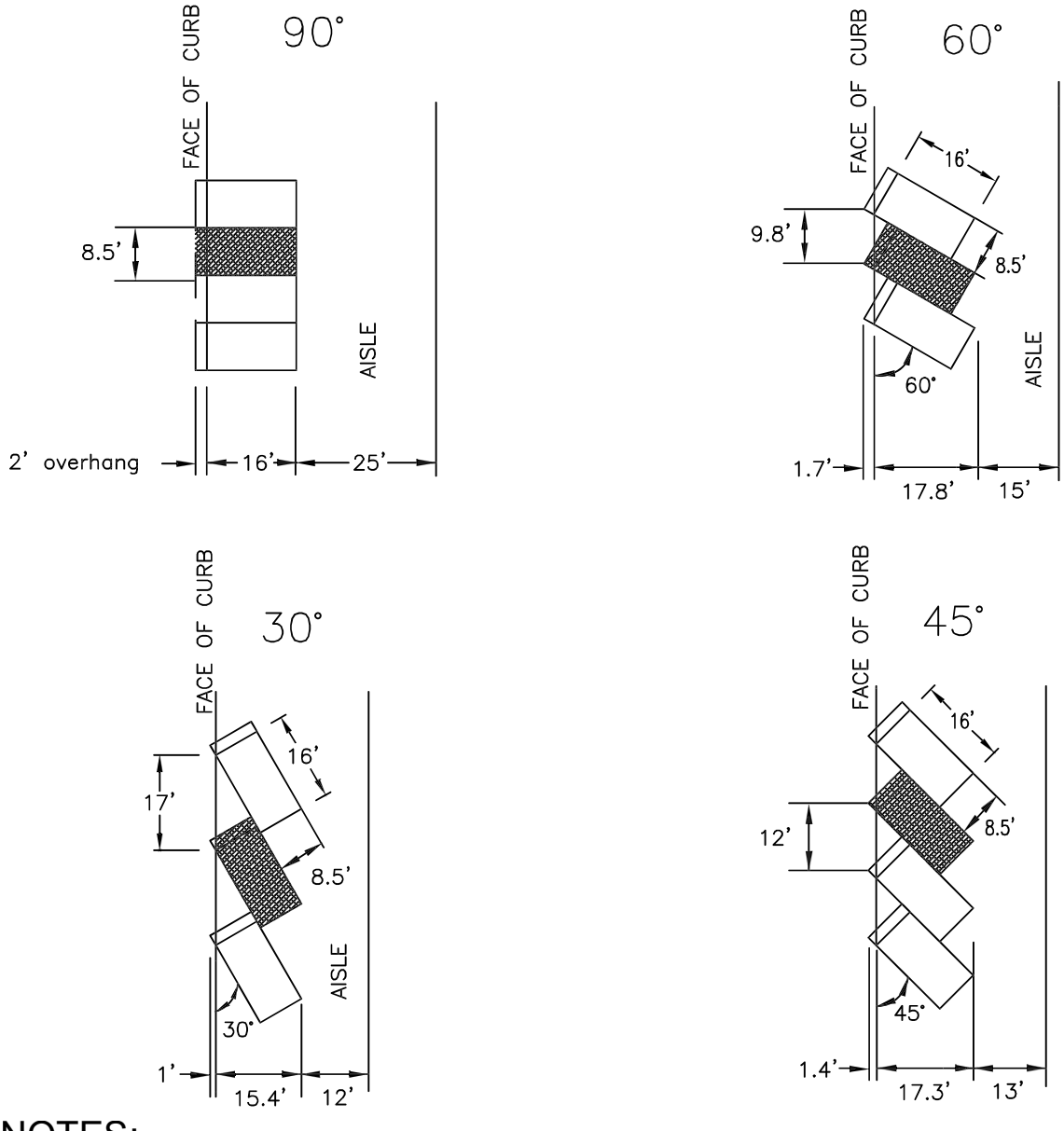
6 MATERIAL SHALL BE HOT-DIP GALVANIZED (ZINC COATED), COATING DESIGNATION G-90, WITH ADDED CHEMICAL TREATMENT FOR ENHANCED CORROSION PROTECTION.

7 THE CROSS SECTION OF THE POST SHALL BE SQUARE TUBING, CAREFULLY FORMED FROM 14 GA. STEEL SHEET AND WELDED SO AS THE WELD FLASH DOES NOT INTERFERE WITH THE TELESCOPING PROPERTIES. SIZE OF POST SHALL BE 1.75" x 1.75".

8 HOLE DIAMETER SHALL BE 7/16" (PLUS OR MINUS 1/64") ON 1" CENTERS ON TWO OPPOSITE SIDES. HOLES SHALL BE ON CENTERLINE OF EACH SIDE IN TRUE ALIGNMENT AND OPPOSITE TO EACH OTHER. TOLERANCE ON THE HOLE SPACING IS PLUS OR MINUS 1/8" IN 20'. FIRST SET OF HOLES SHALL BE 1/2" FROM THE TOP OF THE ANCHOR. ANCHOR SHALL HAVE EITHER 6 OR 12 SETS OF HOLES. THE BOTTOM OF THE ANCHOR SHALL HAVE A PENETRATOR POINT.

9 CONCRETE SHALL BE POURED AROUND POST.

APPROVED BY	DATE			STD. PLAN NO.
Kevin Rohani	NOVEMBER 2010	TOWN OF LOS GATOS	SIGN NOTES	ST-240
WN ENGINEER				



NOTES:

1. THESE DIMENSIONS SHALL BE USED WHEN OVERHANG FROM FRONT VEHICLE WHEEL IS PRESENT.

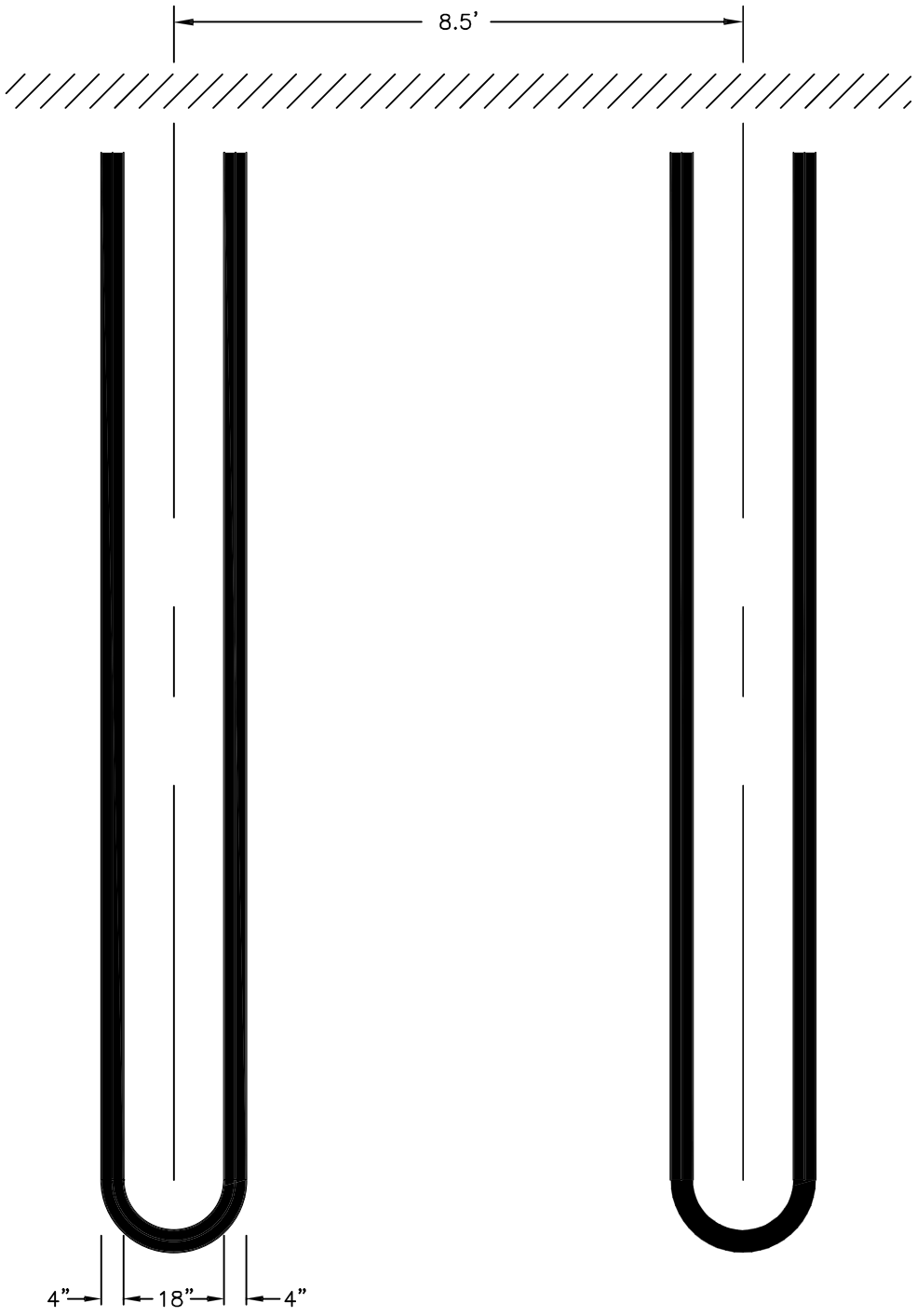
2. ALL STRIPING SHALL COMPLY WITH "OFF-STREET PARKING DOUBLE STRIPE" DETAIL 264 AND "ACCESSIBLE PARKING" DETAIL 265.

3. ALL OFF-STREET PARKING SHALL COMPLY WITH SECTION 29.10.155 OF THE LOS GATOS TOWN CODE.

4. WHEEL STOPS ARE NOT PERMITTED. CONTINUOUS CURBING MAY BE USED.

NOT TO SCALE

APPROVED BY	DATE		OFF-STREET PARKING WITH OVERHANG	STD. PLAN NO.
Kevin Rohani	NOVEMBER 2010	TOWN OF LOS GATOS		ST-263
WN ENGINEER				

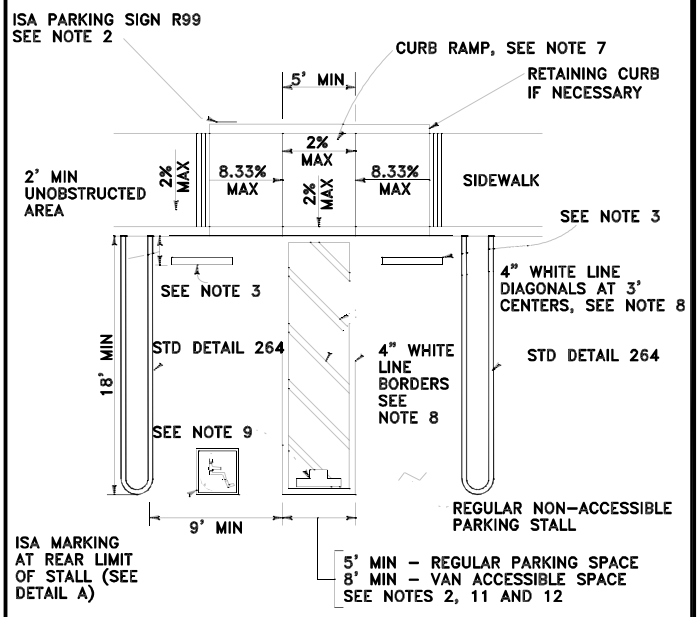


NOTES:

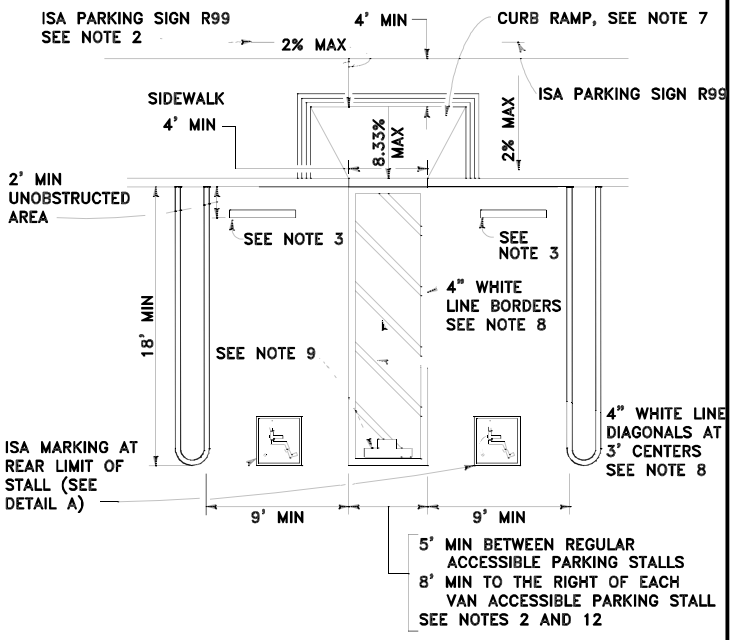
1. ALL OFF-STREET PARKING SHALL COMPLY WITH SECTION 29.10.155 OF THE LOS GATOS TOWN CODE.

NOT TO SCALE

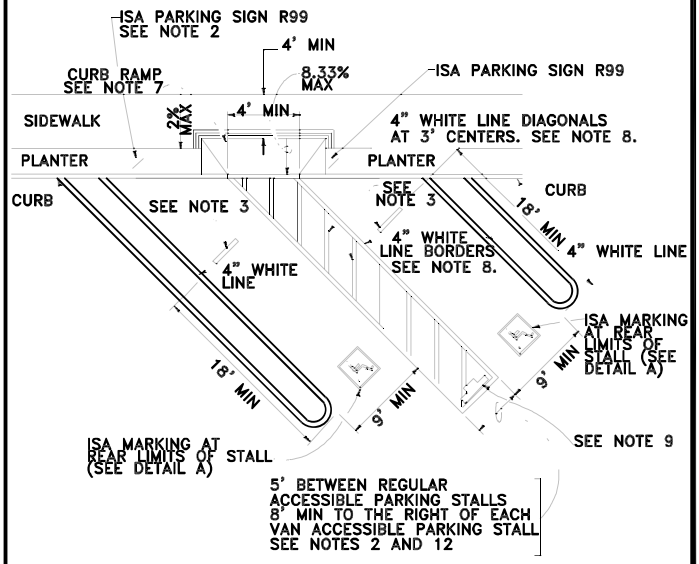
APPROVED BY	DATE		OFF-STREET PARKING DOUBLE STRIPE	STD. PLAN NO.
Kevin Rohani	NOVEMBER 2010			ST-264
WN ENGINEER				



SINGLE PARKING SPACE



DOUBLE PARKING SPACES



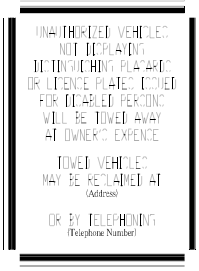
DIAGONAL PARKING SPACES



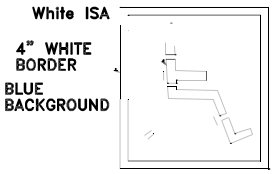
VAN ACCESSIBLE SIGN (R99A)
STANDARD 12" X 8"
SEE NOTES 2 AND 6



ISA PARKING SIGN (R99)
STANDARD 12" X 18"
SEE NOTE 6



SIGN (R100B)
STANDARD 18" X 24"
SEE NOTE 10



ISA MARKING FOR ACCESSIBLE
PARKING SPACE OR STALL

DETAIL A

ISA = INTERNATIONAL SYMBOL OF ACCESSIBILITY

Number of Accessible Parking:

TOTAL NUMBER OF PARKING SPACES OR STALLS	MINIMUM NUMBER OF DISABLED ACCESSIBLE PARKING SPACES OR STALLS
1–25	1
26–50	2
51–75	3
76–100	4
101–150	5
151–200	6
201–300	7
301–400	8
401–500	9
501–1000	2% OF TOTAL
>1000	20 + 1 FOR EACH 100 OR FRACTION THEREOF OVER 1001

TABLE A



PAVEMENT MARKING DETAIL
SEE NOTE 7

APPROVED BY	DATE		ACCESSIBLE PARKING (CBC Section 1129B)	STD. PLAN NO.
Kevin Kotani	NOVEMBER 2010	TOWN OF LOS GATOS	PLEASE REFER TO NOTES ON ST-266	ST-265
TOWN ENGINEER				

NOTES:

1. ACCESSIBLE PARKING SPACES SERVING A PARTICULAR BUILDING SHALL BE LOCATED ON THE SHORTEST ACCESSIBLE ROUTE OF TRAVEL FROM ADJACENT PARKING TO AN ACCESSIBLE ENTRANCE. IN PARKING FACILITIES THAT DO NOT SERVE A PARTICULAR BUILDING, ACCESSIBLE PARKING SHALL BE LOCATED ON THE SHORTEST ACCESSIBLE ROUTE OF TRAVEL TO AN ACCESSIBLE PEDESTRIAN ENTRANCE OF THE PARKING FACILITY.

2. ONE IN EVERY EIGHT ACCESSIBLE OFF-STREET PARKING STALLS, BUT NOT LESS THAN ONE, SHALL BE SERVED BY AN ACCESSIBLE AISLE OF 8' MIN WIDTH AND SHALL BE SIGNED VAN ACCESSIBLE. THE R99A "VAN ACCESSIBLE" SIGN SHALL BE MOUNTED BELOW THE R99 "ISA PARKING" SIGN.

3. IN EACH PARKING STALL, A CURB OR BUMPER SHALL BE PROVIDED AND LOCATED TO PREVENT ENCROACHMENT OF VEHICLES OVE RTHE REQUIRED WIDTH OF WALKWAYS. PARKING STALLS SHALL BE SO LOCATED THAT PERSONS WITH DISABILITIES ARE NOT COMPELLED TO WHEEL OR WALK BEHIND PARKED VEHICLES OTHER THAN THEIR OWN.

4. SURFACE SLOPES OF ACCESSIBLE OFF-STREET PARKING STALLS SHALL BE THE MINIMUM POSSIBLE AND SHALL NOT EXCEED 2% IN ANY DIRECTION.

5. TABLE A SHALL BE USED TO DETERMINE THE REQUIRED NUMBER OF ACCESSIBLE PARKING STALLS IN ANY PARKING LOT OR GARAGE.

6. WHERE R99 "ISA PARKING" OR R99A "vAN ACCESSIBLE" SIGNS ARE INSTALLED ON SIDEWALKS OR OTHER PATHS OF TRAVEL, THE BOTTOM OF THE SIGN PANEL SHALL BE A MINIMUM OF 6'8" ABOVE THE SURFACE OF THE SIDEWALK OR PATH.

7. CURB RAMPS SHALL CONFORM TO THE STANDARD DETAIL 220-222.

8. BUILDING PERMIT(S) REQUIRED OFR NEW AND RESTRIPING OF EXISTING PARKING LOTS.

9. THE WORDS "NO PARKING" SHALL BE PAINTED IN WHITE LETTERS NO LESS THAN 12" HIGH AND LOCATED SO THAT IT IS VISIBLE TO TRAFFIC ENFORCEMENT OFFICIALS.

10. A R100B SIGN SHALL BE POSTED IN A CONSPICUOUS PLACE AT EACH ENTRANCE TO OFF-STREET PARKING FACILITIES OR IMMEDIATELY ADJACENT TO AND VISIBLE FROM EACH STALL. THE SIGN SHALL INCLUDE THE ADDRESS WHERE THE TOWED VEHICLE MAY BE RECLAIMED AND THE TELEPHONE NUMBER OF THE LOCAL TRAFFIC LAW ENFORCEMENT AGENCY.

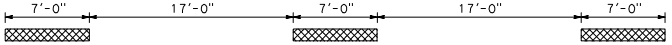
11. WHERE A SINGEL (NON-VAN) ACCESSIBLE PARKING SPACE IS PROVIDED, THE LOADING AND UNLOADING ACCESS AISLE SHALL BE ON THE PASSENGER SIDE OF THE VEHICLE AS THE VEHICLE IS GOING FORWARD INTO THE PARKING SPACE.

12. WHERE A VAN ACCESSIBLE PARKING SPACE IS PROVIDED, THE LOADING AND UNLOADING ACCESS AISLE SHALL BE 8' WIDE MINIMUM, AND SHALL ONLY BE ON THE PASSENGER SIDE OF THE VEHICLE AS THE VEHICLE IS GOING FORWARD INTO THE PARKING SPACE.

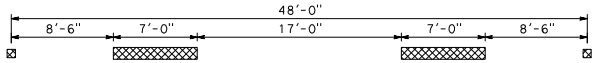
APPROVED BY	DATE		ACCESSIBLE PARKING NOTES (CBC Section 1129B)	STD. PLAN NO.
Kevin Rohani	NOVEMBER 2010	TOWN OF LOS GATOS		ST-266
WN ENGINEER				

CENTERLINES
(2 LANE HIGHWAYS)

DETAIL 1



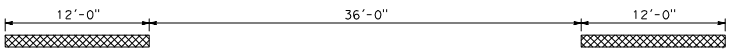
DETAIL 2



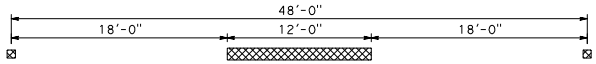
~~DETAIL 3~~ DETAIL 3 DELETED

~~DETAIL 4~~ DETAIL 4 DELETED

DETAIL 5



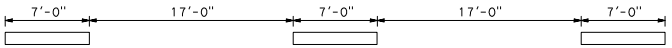
DETAIL 6



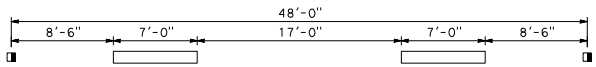
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LANE LINES
(MULTILANE HIGHWAYS)

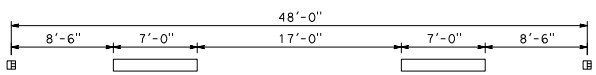
DETAIL 8



DETAIL 9

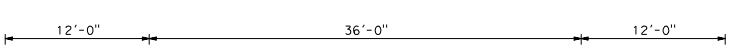


DETAIL 9A

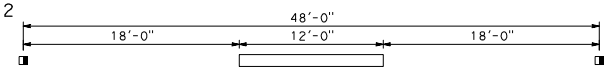


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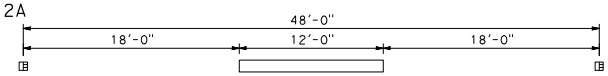
DETAIL 11



DETAIL 12



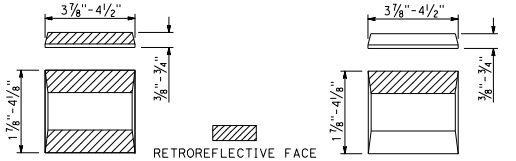
DETAIL 12A



~~DETAIL 13~~ DETAIL 13 DELETED

~~DETAIL 14~~ DETAIL 14 DELETED

~~DETAIL 14A~~ DETAIL 14A DELETED



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Malik Rehman
REGISTERED CIVIL ENGINEER

September 19, 2025
PLANS APPROVAL DATE

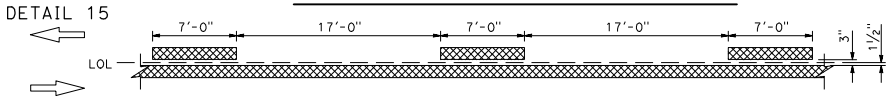
REGISTERED PROFESSIONAL ENGINEER
Malik Rehman
No. C83390
Exp. 3-31-27
CIVIL
STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

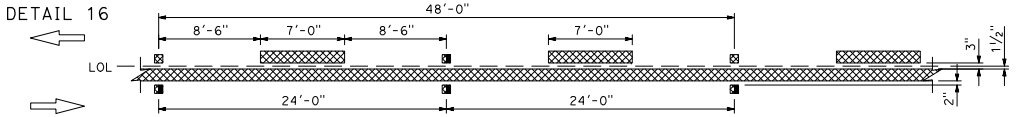
MARKER DETAILS

NO PASSING ZONES - ONE DIRECTION

DETAIL 15

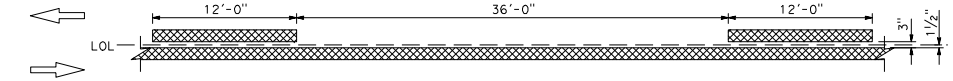


DETAIL 16

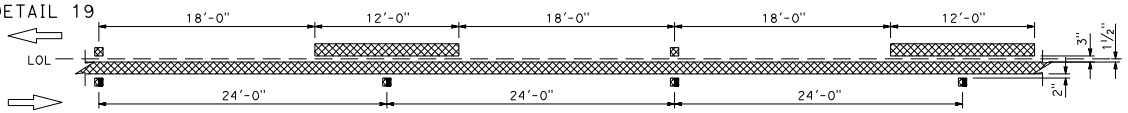


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DETAIL 18



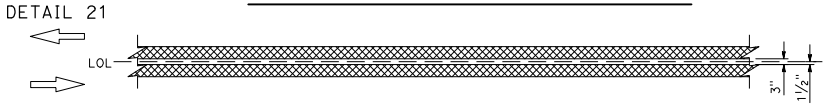
DETAIL 19



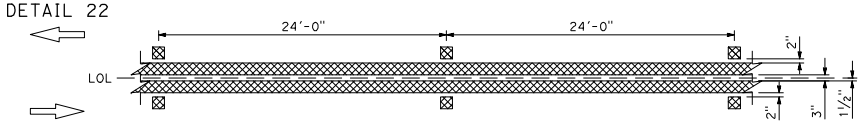
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NO PASSING ZONES - TWO DIRECTION

DETAIL 21



DETAIL 22



~~DETAIL 23~~ DETAIL 23 DELETED

LEGEND:

- TYPE C RED-CLEAR RETROREFLECTIVE MARKER
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE MARKER
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE MARKER
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE MARKER
- 6" WHITE LINE
- 6" YELLOW LINE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

A20

1-25

Return to Table of Co s

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Malik Rehman
REGISTERED CIVIL ENGINEER

September 19, 2025
PLANS APPROVAL DATE

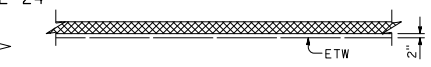
REGISTERED PROFESSIONAL ENGINEER — Malik Rehman — No. C83390 — Exp. 3-31-27 — CIVIL — STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

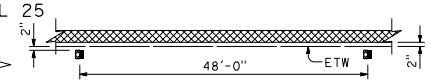
LEFT EDGE LINES

(DIVIDED HIGHWAYS)
See Note

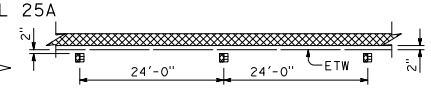
DETAIL 24



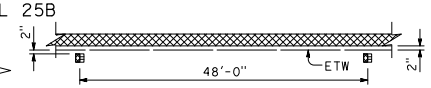
DETAIL 25



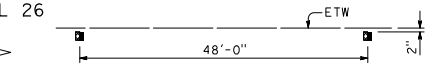
DETAIL 25A



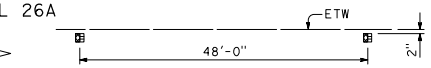
DETAIL 25B



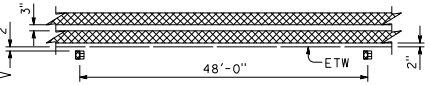
DETAIL 26



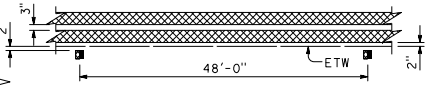
DETAIL 26A



DETAIL 26B



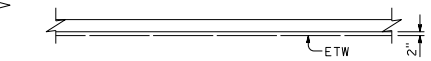
DETAIL 27



RIGHT EDGE LINES

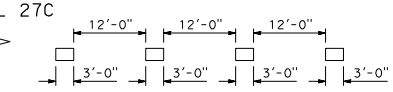
~~DETAIL 27A~~ DETAIL 27A DELETED

DETAIL 27B



RIGHT EDGE LINE EXTENSION THROUGH INTERSECTIONS

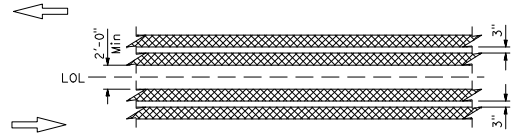
DETAIL 27C



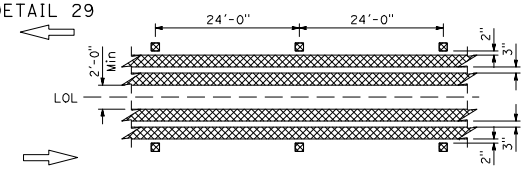
LEFT EDGE LINES NOTE:
On freeways use traffic stripe details with Type RY markers.

MEDIAN ISLANDS

DETAIL 28



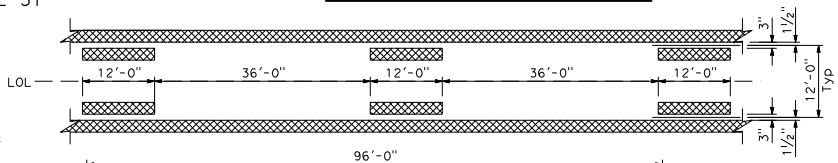
DETAIL 29



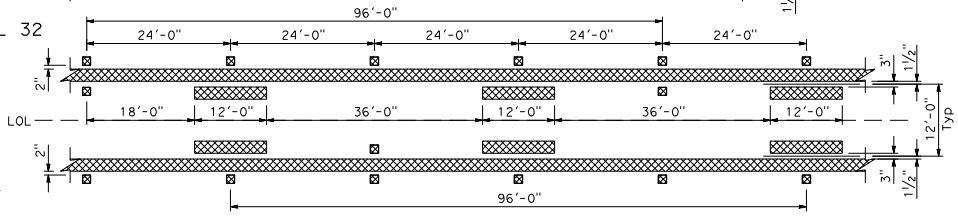
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TWO-WAY LEFT TURN LANES

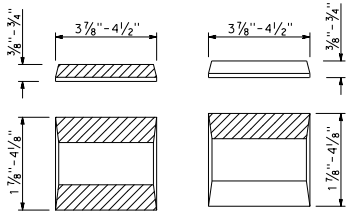
DETAIL 31



DETAIL 32



~~DETAIL 33~~ DETAIL 33 DELETED



RETROREFLECTIVE FACE

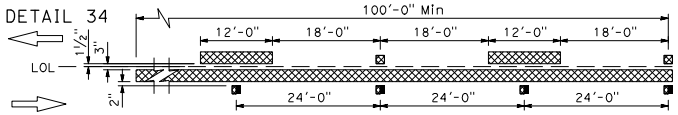
TYPE RY AND TYPE D

TYPE H

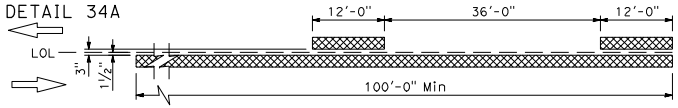
MARKER DETAILS

INTERSECTION TREATMENTS

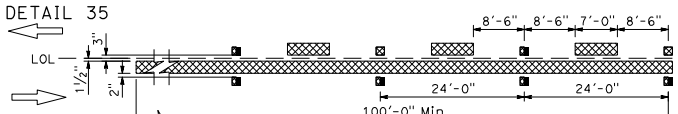
DETAIL 34



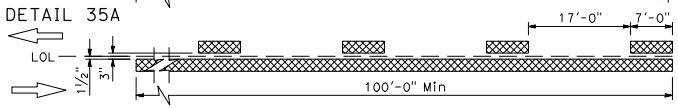
DETAIL 34A



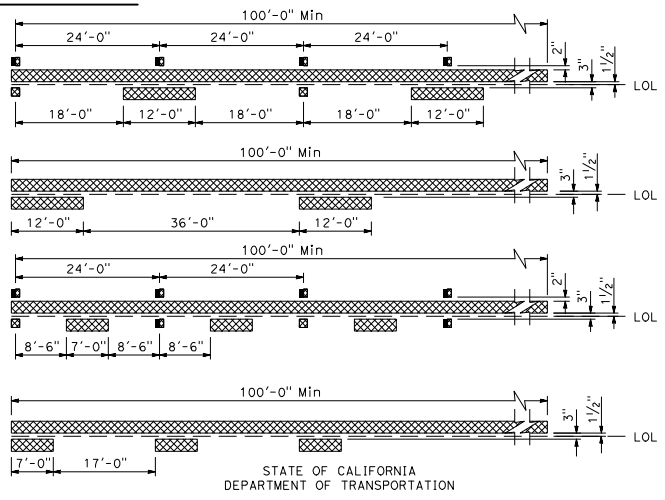
DETAIL 35



DETAIL 35A



CENTERLINE INTERSECTING STREET



LEGEND:

- TYPE D TWO-WAY YELLOW RETROREFLECTIVE MARKER
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE MARKER
- TYPE RY RED-YELLOW RETROREFLECTIVE MARKER
- 6" WHITE
- 6" YELLOW

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

A20

1-25

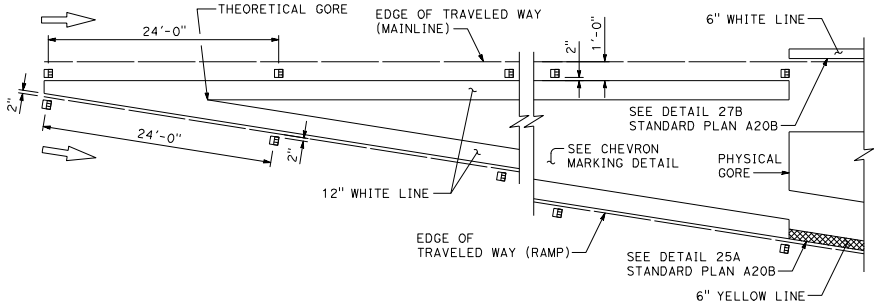
2025 STANDARD PLAN A20B

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EXIT RAMP NEUTRAL AREA (GORE) TREATMENT

DETAIL 36



NOTES:

1. Install a minimum of 1 chevron in the gore area. If at least 1 chevron will not fit into the gore area, do not install chevrons.
2. Terminate chevron markings at physical gore.
3. Gore area chevron pavement markings shown. For exit and entrance ramp channelizing lines details, see Details 36, 36A, and 36B.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Malik Rehman
REGISTERED CIVIL ENGINEER

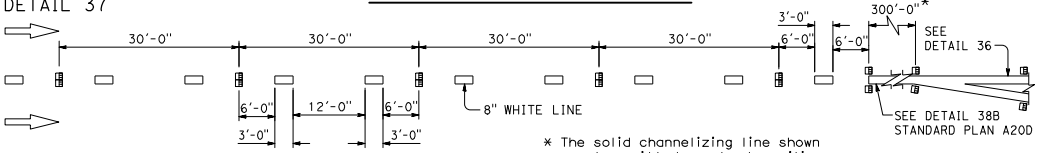
September 19, 2025
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — Malik Rehman — No. C83390 — Exp. 3-31-27 — CIVIL — STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

LANE DROP AT EXIT RAMPS

DETAIL 37

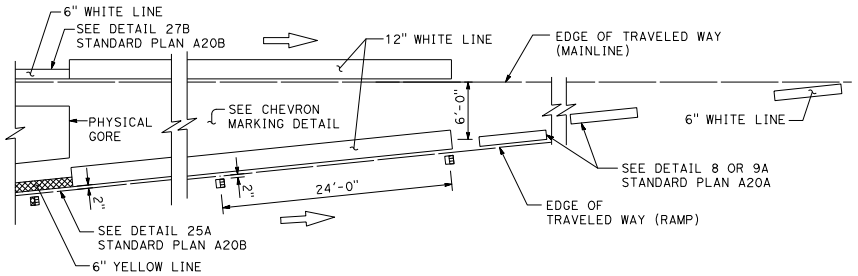


* The solid channelizing line shown may be omitted on short auxiliary lanes where weaving length is critical.

~~DETAIL 37A~~ DETAIL 37A DELETED

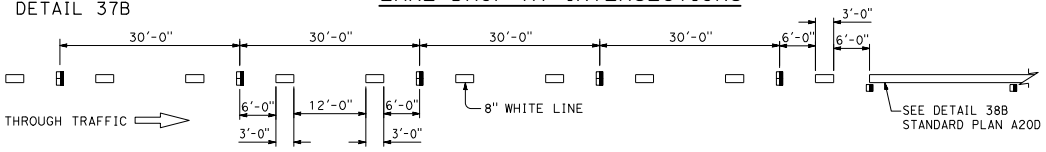
ENTRANCE RAMP NEUTRAL AREA (MERGE) TREATMENT

DETAIL 36A



LANE DROP AT INTERSECTIONS

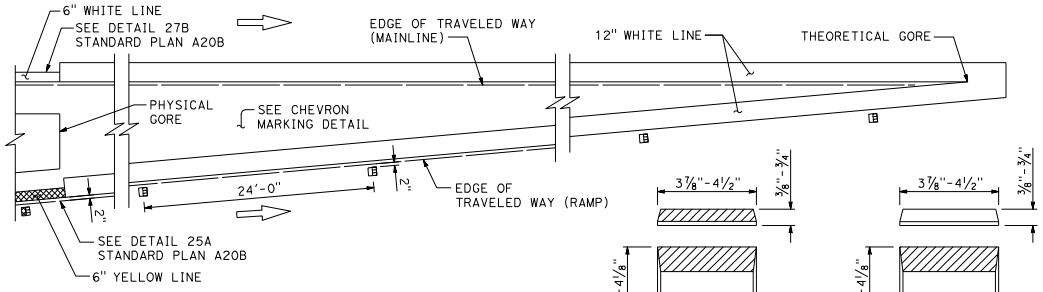
DETAIL 37B



~~DETAIL 37C~~ DETAIL 37C DELETED

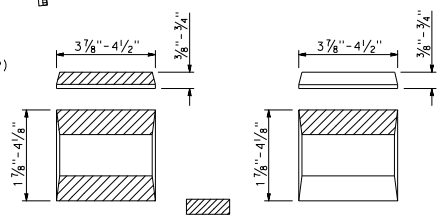
ENTRANCE RAMP NEUTRAL AREA (ACCELERATION LANE) TREATMENT

DETAIL 36B



LEGEND:

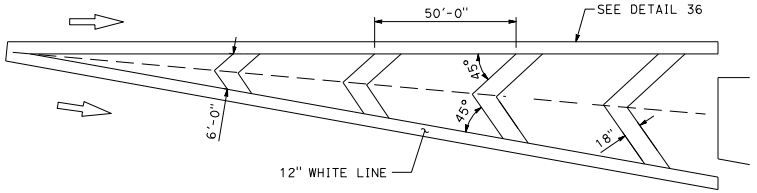
- TYPE C RED-CLEAR RETROREFLECTIVE MARKER
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE MARKER
- TYPE RY RED-YELLOW RETROREFLECTIVE MARKER



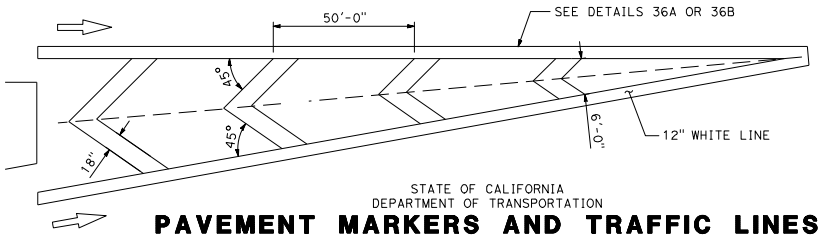
TYPE C AND TYPE RY TYPE G

MARKER DETAILS

CHEVRON PAVEMENT MARKINGS AT EXIT RAMP GORE AREA



CHEVRON PAVEMENT MARKINGS AT ENTRANCE RAMP GORE AREA



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

A20

2025 STANDARD PLAN A20C

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Malik Rehman
REGISTERED CIVIL ENGINEER

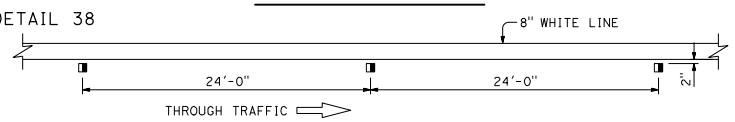
September 19, 2025
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

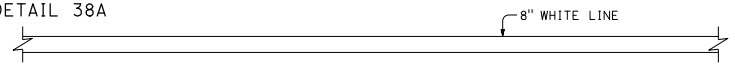
REGISTERED PROFESSIONAL ENGINEER — Malik Rehman — No. C83390 — Exp. 3-31-27 — CIVIL — STATE OF CALIFORNIA

CHANNELIZING LINE

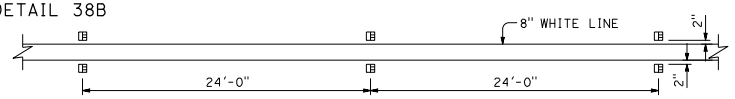
DETAIL 38



DETAIL 38A

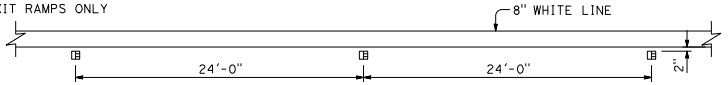


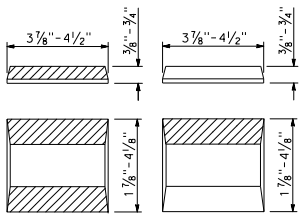
DETAIL 38B



~~DETAIL 38C~~ DETAIL 38C DELETED

DETAIL 38D
EXIT RAMPS ONLY





MARKER DETAILS

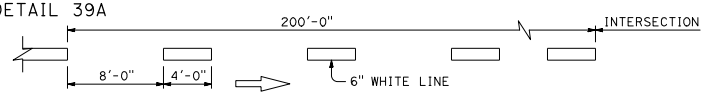
BIKE LANE LINE

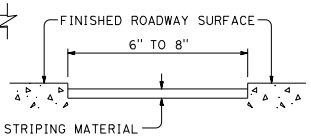
DETAIL 39



INTERSECTION LINE
BIKE LANE

DETAIL 39A





DETAIL FOR RECESSED TRAFFIC STRIPE
See Notes A and B

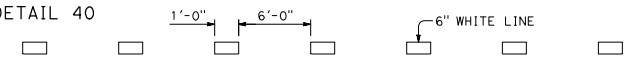
RECESSED NOTES:

A. See typical traffic line details for pavement marking patterns.

B. See Standard Specifications for recess depth and recess striping material thickness.

LANE LINE EXTENSIONS THROUGH INTERSECTIONS

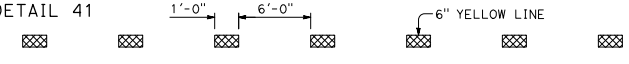
DETAIL 40



~~DETAIL 40A~~ DETAIL 40A DELETED

CENTERLINE EXTENSIONS THROUGH INTERSECTIONS

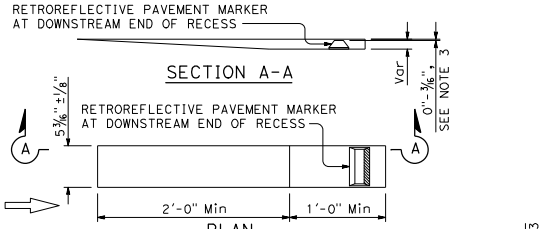
DETAIL 41

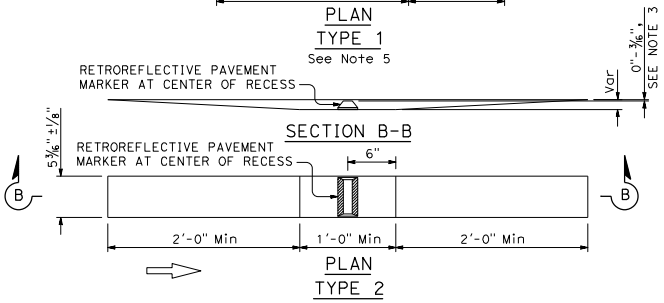


~~DETAIL 41A~~ DETAIL 41A DELETED

LEGEND:

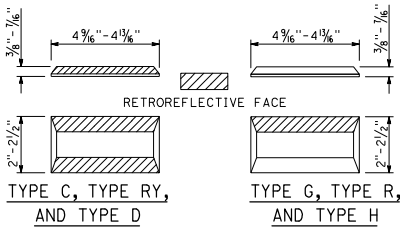
- TYPE C RED-CLEAR RETROREFLECTIVE MARKER
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE MARKER
- 6" YELLOW LINE





RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER

See Note 4



RETROREFLECTIVE PAVEMENT MARKER FOR RECESSED INSTALLATION
See Notes 1 and 2

RECESSED MARKER NOTES:

1. See typical traffic line details for marker patterns to be used with recessed pavement markers.
2. The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
3. The top of pavement markers installed in recesses shall be 0" to 3/16" below the pavement surface.
4. Use Type 1 recess for pavement markers with one-way retroreflective face. Use Type 2 recess for pavement markers with two-way retroreflective face.
5. For exit ramps, use Type 1 recess for Type R markers with one-way retroreflective face. Reverse the orientation of the recess and place the marker at the upstream end of the recess.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

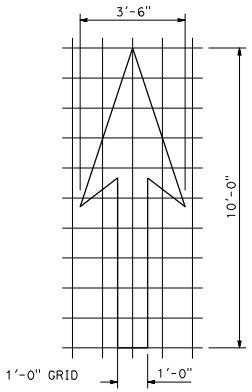
A20

2025 STANDARD PLAN A20D

ITEM NO. 6.

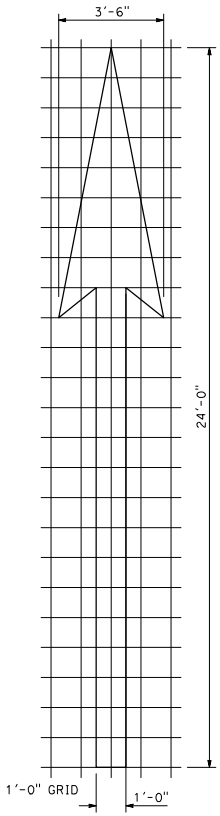
1-25

Return to Table of Co s



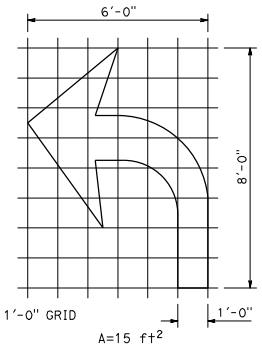
A=14 ft²

TYPE I 10'-0" ARROW



A=31 ft²

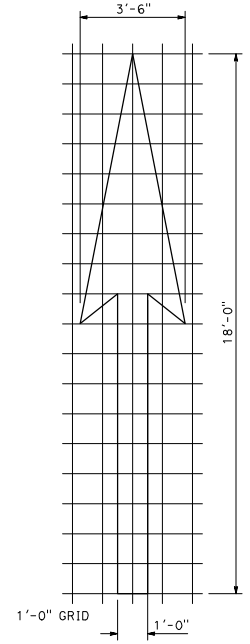
TYPE I 24'-0" ARROW



A=15 ft²

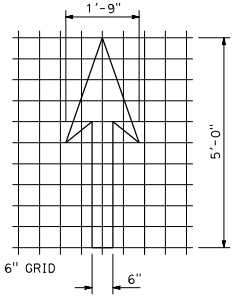
TYPE IV (L) ARROW

For Type IV (R) arrow, use mirror image.



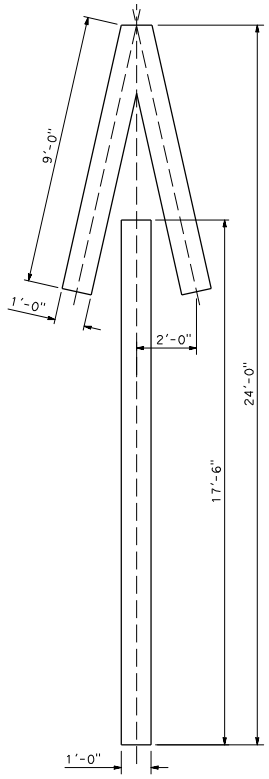
A=25 ft²

TYPE I 18'-0" ARROW



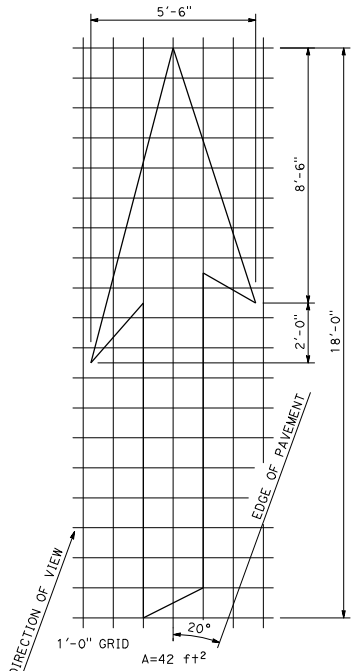
A=3.5 ft²

BIKE LANE ARROW



A=33 ft²

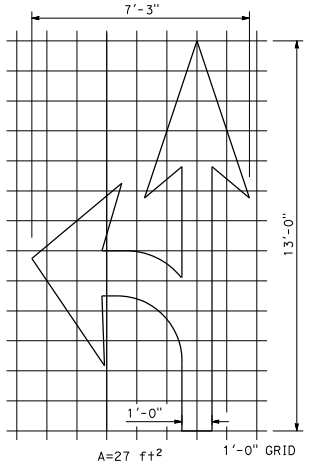
TYPE V ARROW



A=42 ft²

TYPE VI ARROW

Right lane drop arrow.
For left lane, use mirror image.



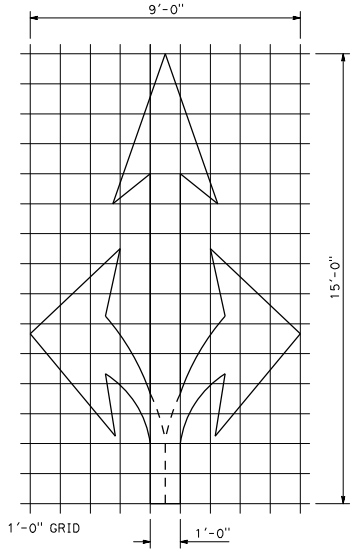
A=27 ft²

TYPE VII (L) ARROW

For Type VII (R) arrow, use mirror image.

NOTE:

1. Minor variations in dimensions may be accepted by the Engineer.



A=36 ft²

TYPE VIII ARROW

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Malik Rehman
REGISTERED CIVIL ENGINEER

September 19, 2025
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Malik Rehman
No. C83390
Exp. 3-31-27
CIVIL
STATE OF CALIFORNIA

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STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS
ARROWS

NO SCALE

A24

1-25

2025 STANDARD PLAN A24A

Return to Table of Co s

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Malik Rehman
REGISTERED CIVIL ENGINEER

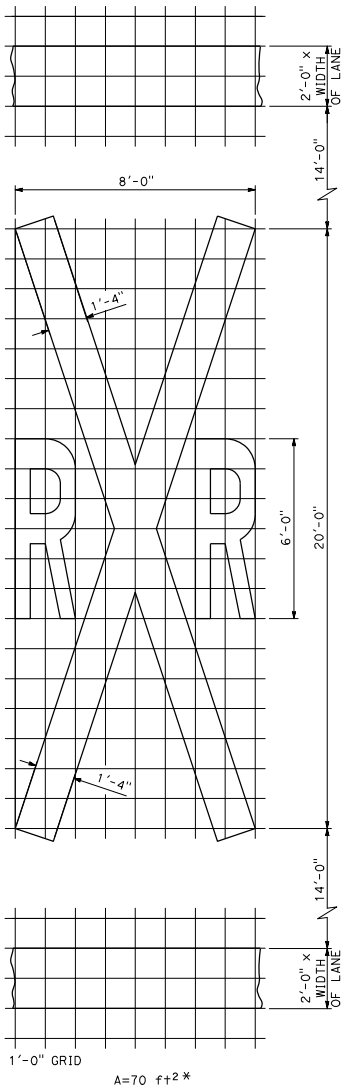
September 19, 2025
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — Malik Rehman — No. C83390 — Exp. 3-31-27 — CIVIL — STATE OF CALIFORNIA

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NOTE:

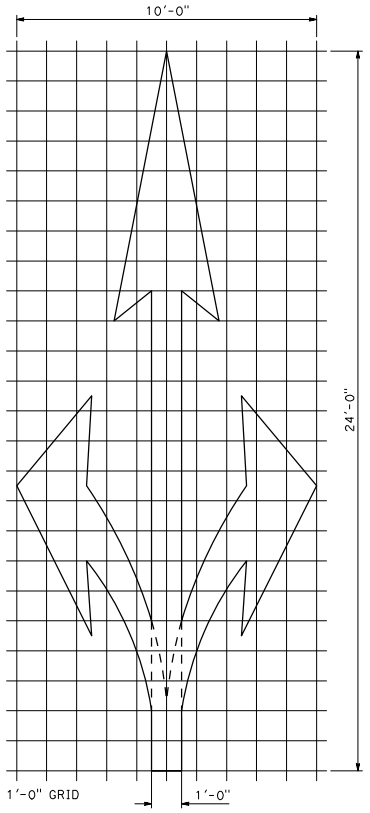
1. Minor variations in dimensions may be accepted by the Engineer.



A=70 ft²*

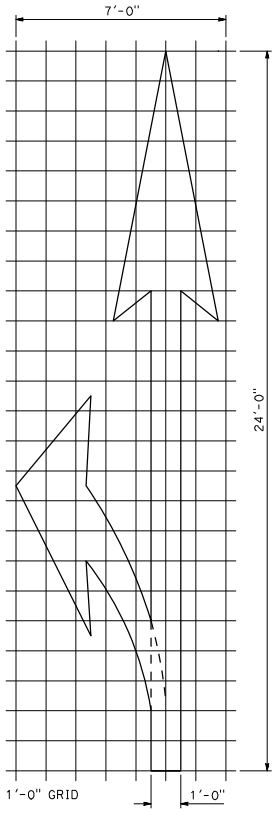
RAILROAD CROSSING SYMBOL

*70 SQFT does not include the 2'-0" x variable width transverse lines.



A=59 ft²

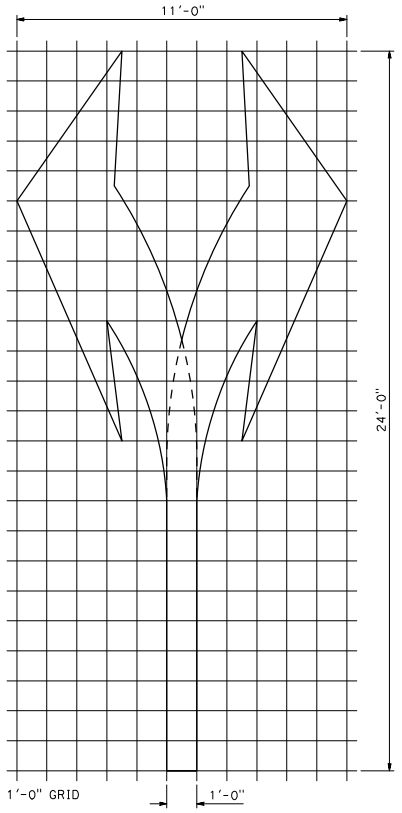
TYPE II (B) ARROW



A=45 ft²

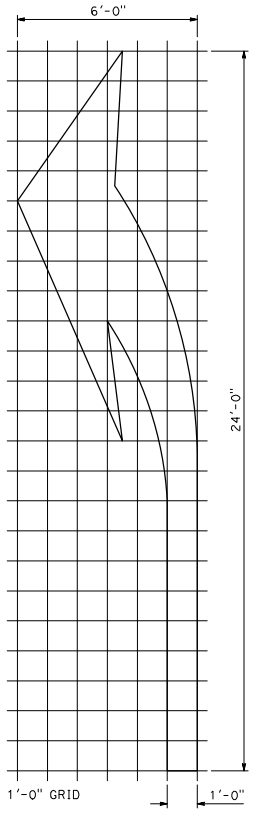
TYPE II (L) ARROW

For Type II (R) use mirror image.



A=73 ft²

TYPE III (B) ARROW



A=42 ft²

TYPE III (L) ARROW

For Type III (R) use mirror image.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS ARROWS AND SYMBOLS

NO SCALE

A24

1-25

2025 STANDARD PLAN A24B

ITEM NO. 6.

Return to Table of Co s

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

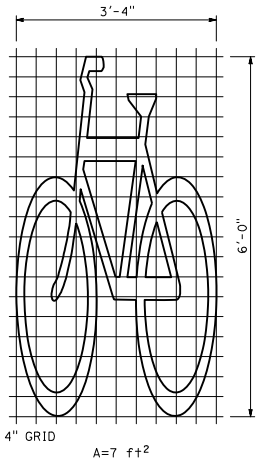
Malik Rehman
REGISTERED CIVIL ENGINEER

September 19, 2025
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — Malik Rehman — No. C83390 — Exp. 3-31-27 — CIVIL — STATE OF CALIFORNIA

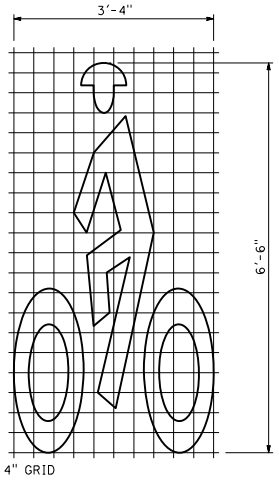
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

NOTE:
1. Minor variations in dimensions may be accepted by the Engineer.



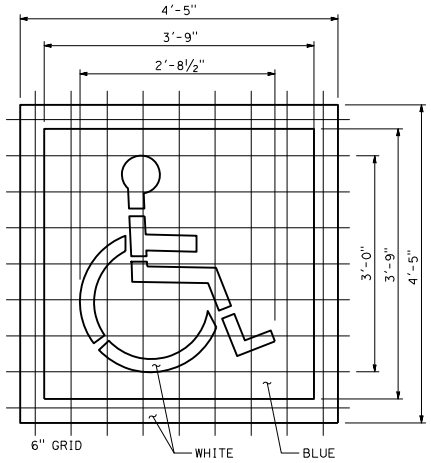
A=7 ft²

BIKE LANE SYMBOL WITHOUT PERSON



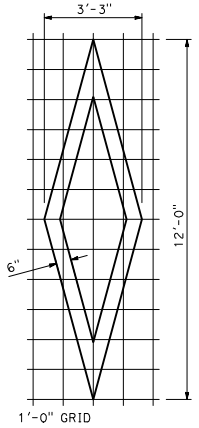
A=7 ft²

BIKE LANE SYMBOL WITH PERSON



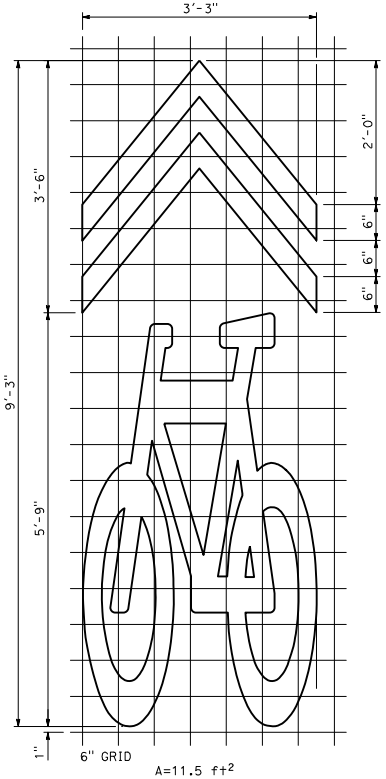
A=9 ft² (WHITE)
A=14 ft² (BLUE)

INTERNATIONAL SYMBOL OF ACCESSIBILITY (ISA) MARKING



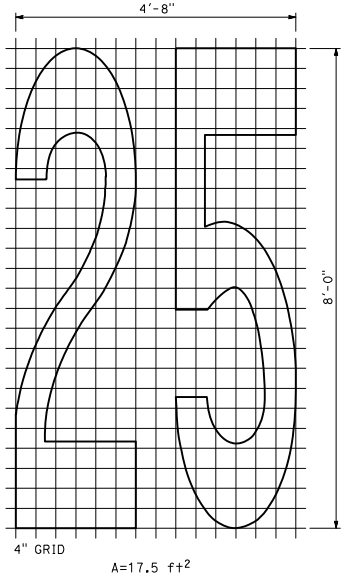
A=11 ft²

DIAMOND SYMBOL

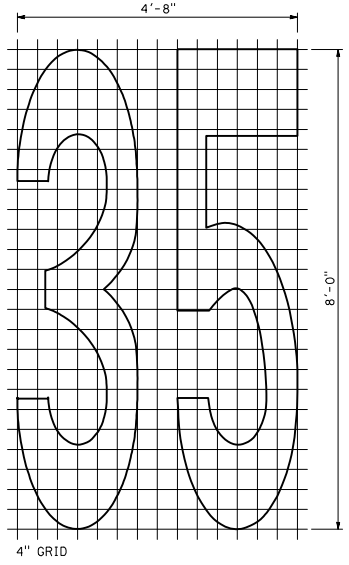


A=11.5 ft²

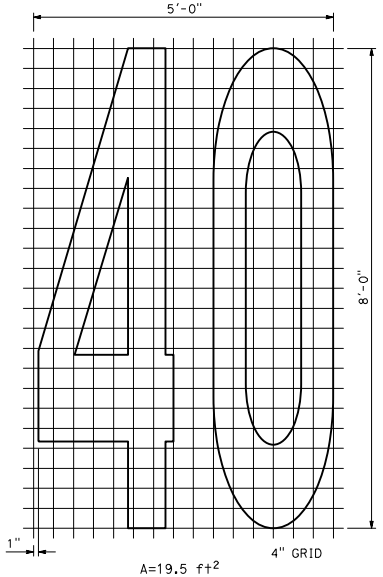
SHARED ROADWAY BICYCLE MARKING



A=17.5 ft²

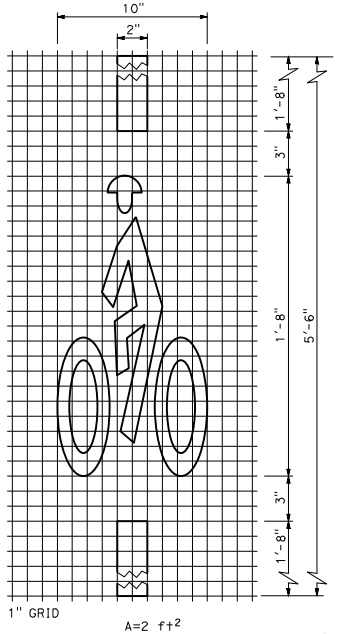


A=16.5 ft²



A=19.5 ft²

NUMERALS



A=2 ft²

BICYCLE LOOP DETECTOR SYMBOL

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS SYMBOLS AND NUMERALS

NO SCALE

A24

1-25

2025 STANDARD PLAN A24C

ITEM NO. 6.

Return to Table of Co s

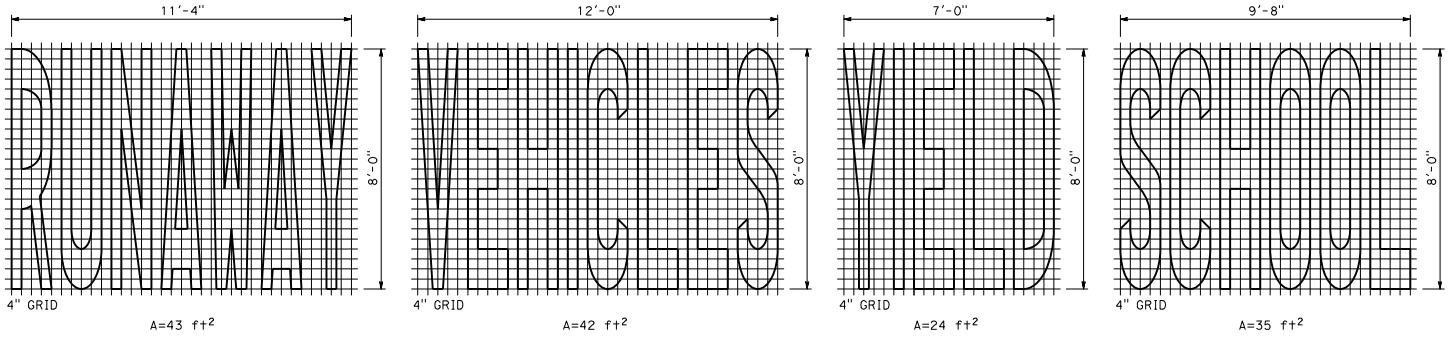
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Malik Rehman
REGISTERED CIVIL ENGINEER

September 19, 2025
PLANS APPROVAL DATE

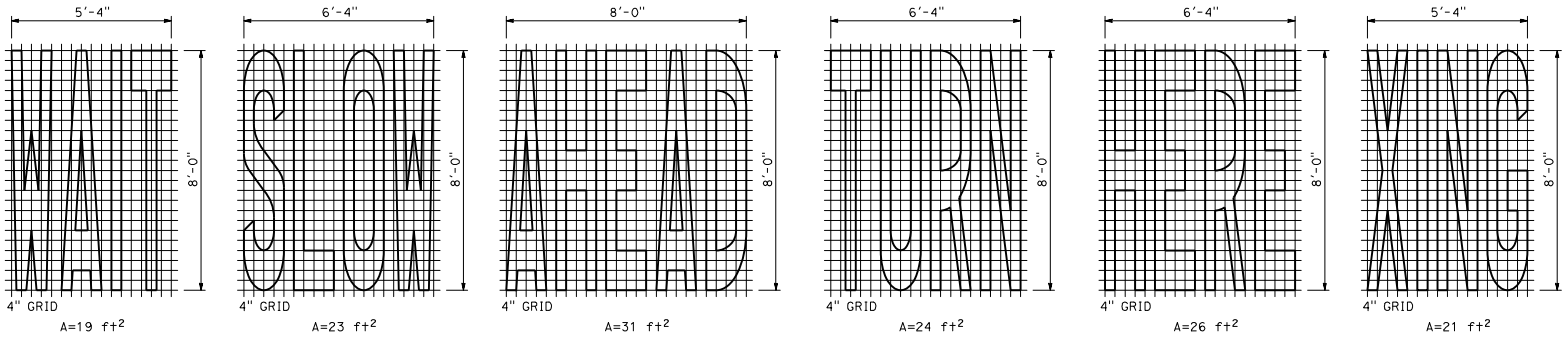
REGISTERED PROFESSIONAL ENGINEER — Malik Rehman — No. C83390 — Exp. 3-31-27 — CIVIL — STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

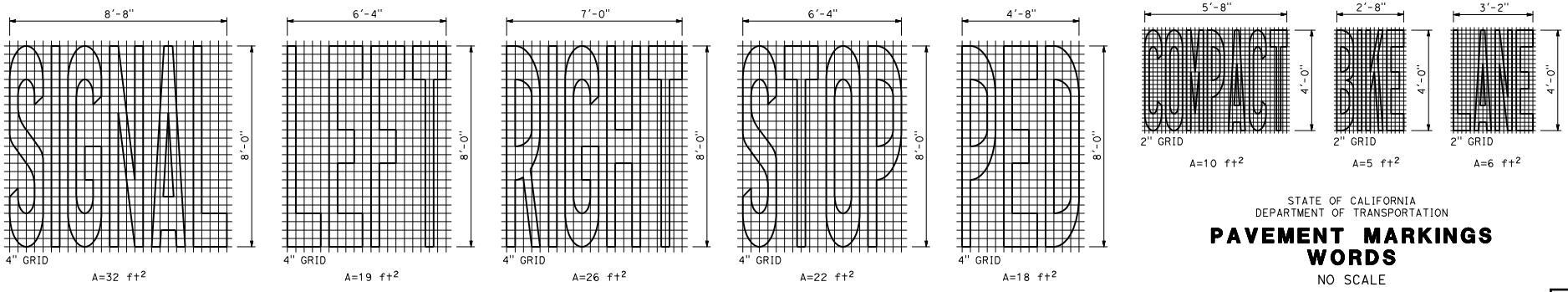


NOTES:

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.



WORD MARKINGS			
ITEM	ft²	ITEM	ft²
RUNAWAY	43	VEHICLES	42
YIELD	24	SCHOOL	35
WAIT	19	SLOW	23
AHEAD	31	TURN	24
HERE	26	XING	21
SIGNAL	32	LEFT	19
RIGHT	26	STOP	22
PED	18	COMPACT	10
BIKE	5	LANE	6



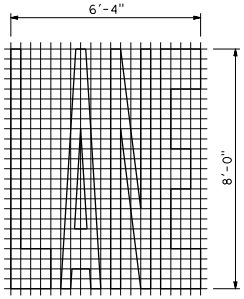
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

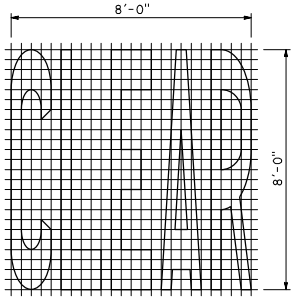
PAVEMENT MARKINGS WORDS

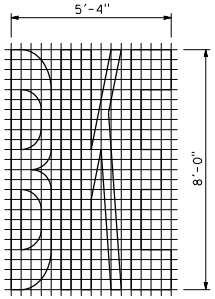
NO SCALE

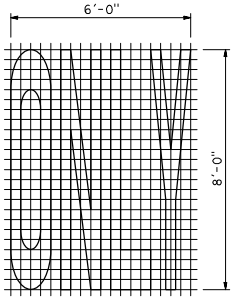
A24

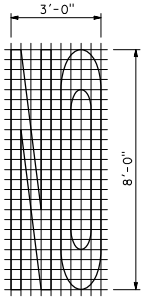
Return to Table of Co s

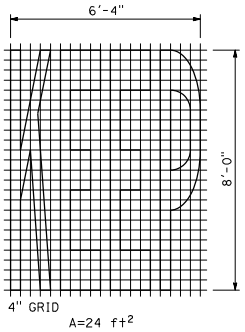


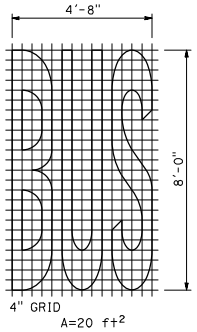


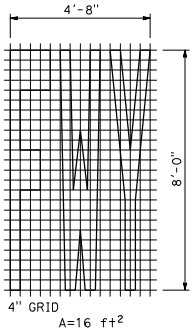


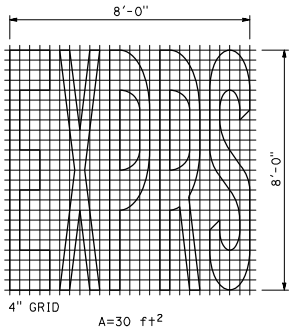


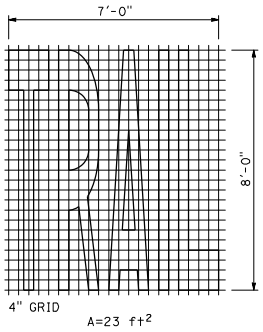


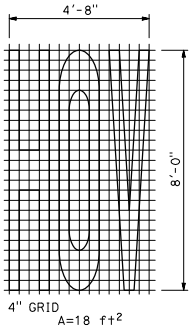


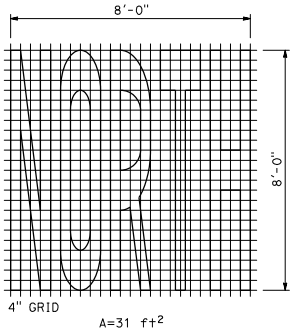


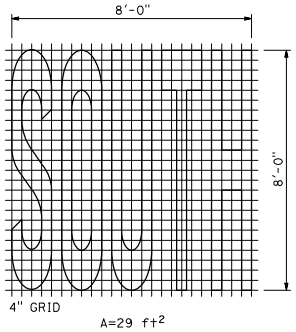


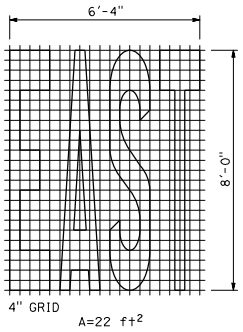


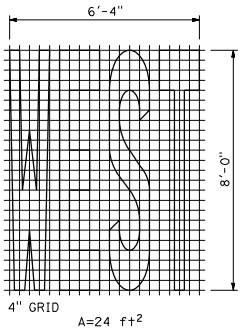












Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Malik Rehman
REGISTERED CIVIL ENGINEER

September 19, 2025
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Malik Rehman
No. C83390
Exp. 3-31-27
CIVIL
STATE OF CALIFORNIA

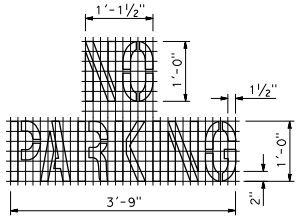
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NOTES:

1. If a message consists of more than one word, it must read "UP",i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number, or symbol may be separated by connecting segments not to exceed 2" in width.
5. The words "NO PARKING" pavement marking is to be used for parking facilities. For typical locations of markings, see Standard Plans A90A and A90B.
6. The words "NO PARKING", shall be painted in white letters no less than 1'-0" high on a contrasting background and located so that it is visible to traffic enforcement officials.

WORD MARKINGS

ITEM	SQFT	ITEM	SQFT	ITEM	SQFT
LANE	24	CLEAR	27	BIKE	21
ONLY	22	NO	14	KEEP	24
BUS	20	FWY	16	EXPRS	30
TRAIL	23	HOV	18	NORTH	31
SOUTH	29	EAST	22	WEST	24
NO PARKING	2				



A=2 ft²
See Notes 5 and 6

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS WORDS

NO SCALE

A24

Return to Table of Co s

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Malik Rehman
REGISTERED CIVIL ENGINEER

September 19, 2025
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — Malik Rehman — No. C83390 — Exp. 3-31-27 CIVIL — STATE OF CALIFORNIA

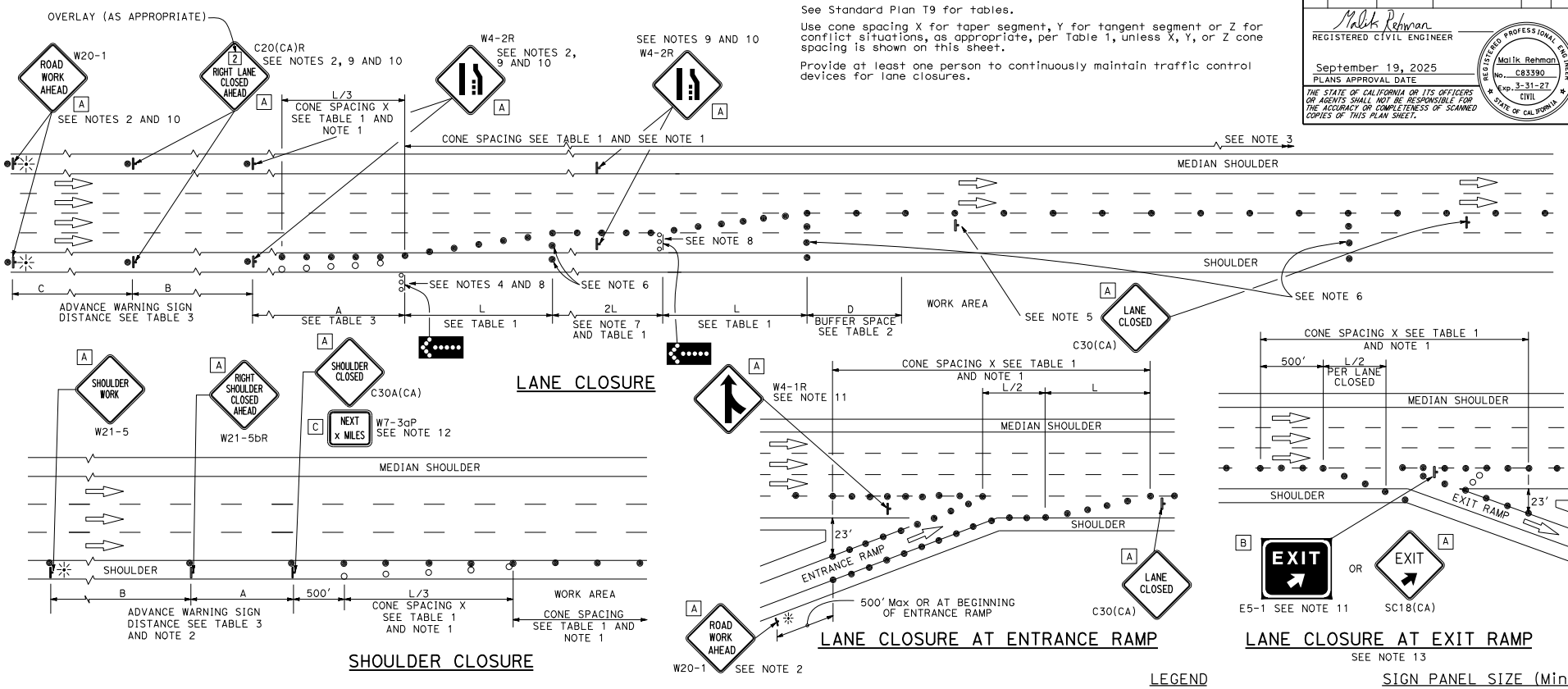
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

NOTES:

See Standard Plan T9 for tables.

Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.

Provide at least one person to continuously maintain traffic control devices for lane closures.



NOTES:

1. Portable delineators placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.
2. Each advance warning sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
3. A G20-2 "END ROAD WORK" sign, with minimum size of 48" x 24" as appropriate, shall be placed at the end of the lane closure unless the end of work area is obvious or ends within the larger project's limits.
4. A minimum 1500' sight distance shall be provided where possible for vehicles approaching the first flashing arrow sign. Lane closures shall not begin at the top of crest verticle curve or on a horizontal curve.
5. Place a C30(CA) sign every 1000' throughout length of lane closure.
6. A minimum of 3 cones shall be placed transversely across each closed lane and shoulder at each location where a taper across a traffic lane ends and every 1000' as shown on the "Lane Closure" detail. Two type II barricades may be used instead of the 3 cones. The transverse alignment of the cones or barricades on the closed shoulder may be shifted from the transverse alignment to provide access to the work.
7. The 2L tangent shown along lane lines shall be used between the L tapers required for each closed traffic lane.
8. Use one flashing arrow sign for each lane closed. The flashing arrow sign shall be Type I.
9. Median lane closures shall conform to the details as shown except that C20(CA)L and W4-2L signs shall be used.
10. Duplicate sign installations are not required:
    a) On opposite shoulder if at least one-half of the available lanes remain open to traffic.
    b) In the median if the width of the median shoulder is less than 8' and the outside lanes are to be closed.
11. The E5-1 or SC18(CA) and W4-1 signs shall be used as shown.
12. A W7-3aP "NEXT _____ MILES" plaque must be used if the shoulder closure extends beyond the distance that can be perceived by road users.
13. For the warning sign requirements at the Exit Ramp, when work is proposed on the local street, see CA MUTCD Figure 6H-22 to 6H-27.

LEGEND

- TRAFFIC CONE
- TRAFFIC CONE (OPTIONAL TAPER)
- TEMPORARY TRAFFIC CONTROL SIGN
- FLASHING ARROW SIGN (FAS)
- FAS SUPPORT OR TRAILER
- PORTABLE FLASHING BEACON

SIGN PANEL SIZE (Min)

- A 48" x 48"
- B 72" x 60"
- C 36" x 30"

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON FREEWAYS AND EXPRESSWAYS

NO SCALE

T10

ITEM NO. 6.

Return to Table of Co s

NOTES:

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Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.

Provide at least one person to continuously maintain traffic control devices for lane closures.

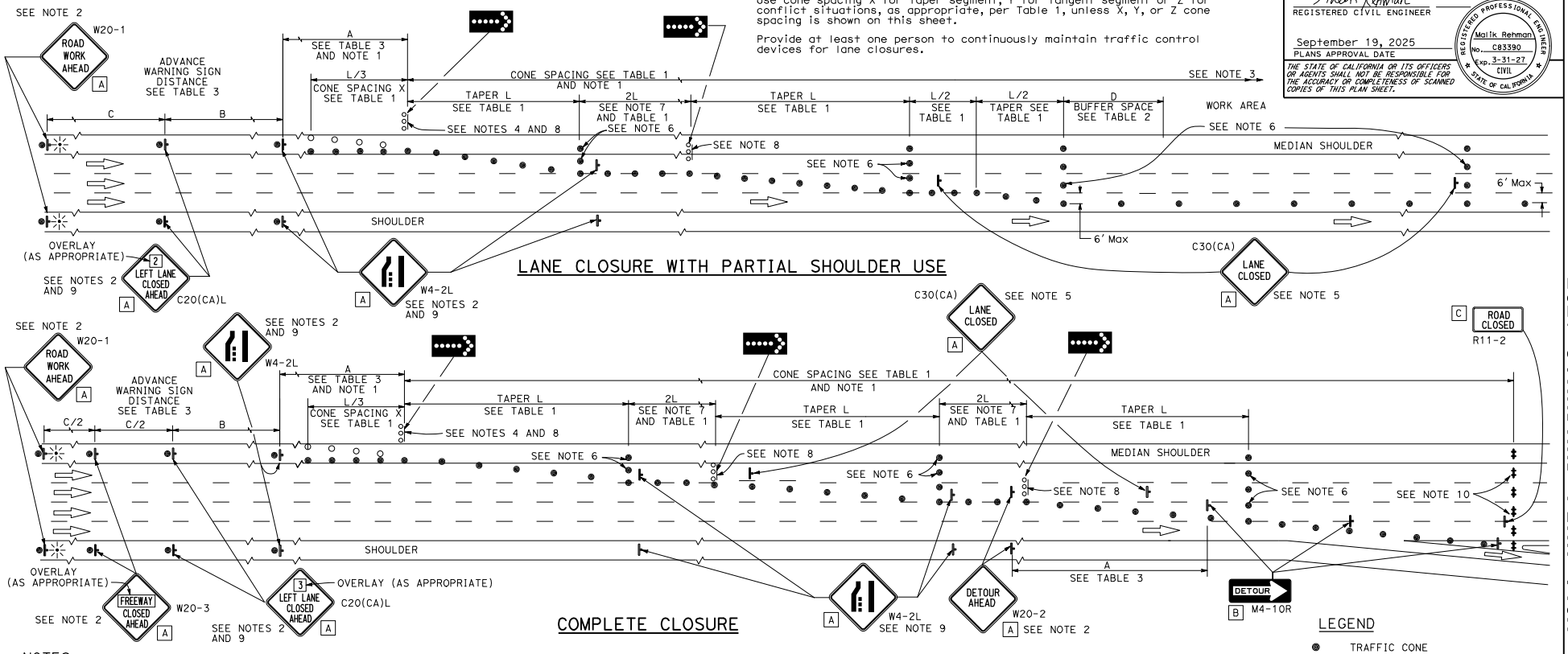
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Malik Rehman
REGISTERED CIVIL ENGINEER

September 19, 2025
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER — Malik Rehman — No. C83390 — Exp. 3-31-27 — CIVIL — STATE OF CALIFORNIA



NOTES:

1. Portable delineators placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.
2. Each advance warning sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
3. A G20-2 "END ROAD WORK" sign, with minimum size of 48" x 24" as appropriate, shall be placed at the end of the lane closure unless the end of work area is obvious or ends within a larger project's limits.
4. A minimum 1500' of sight distance shall be provided where possible for vehicles approaching the first flashing arrow sign. Lane closures shall not begin at the top of crest vertical curve or on a horizontal curve.
5. Place a C30(CA) sign every 1000 ' throughout length of lane closure.
6. A minimum of 3 cones shall be placed transversely across each closed lane and shoulder at each location where a taper across a traffic lane ends and every 1000' as shown on the "Lane Closure with Partial Shoulder USE" detail. Two type II barricades may be used instead of the 3 cones. The transverse alignment of the cones or barricades on the closed shoulder may be shifted from the transverse alignment to provide access to the work.
7. The 2L tangent shown along lane lines shall be used between the L tapers required for each closed traffic lane.
8. Use one flashing arrow sign for each lane closed. The flashing arrow sign shall be Type I.
9. Lane closures on the right side using partial median shoulder as a traffic lane shall conform to the details shown except that C20(CA)R and W4-2R signs shall be used.
10. A minimum of Two Type II or III barricades shall be placed across each closed lane and shoulder at the location shown and every 2000' within the complete closure area. Within the complete closure area, the transverse alignment of the barricades on the closed shoulder may be shifted from the transverse alignment to provide access to the work.

SIGN PANEL SIZE (Min)

A	48" x 48"
B	48" x 18"
C	48" x 30"

LEGEND

- TRAFFIC CONE
- TRAFFIC CONE (OPTIONAL TAPER)
- TEMPORARY TRAFFIC CONTROL SIGN
- FLASHING ARROW SIGN (FAS)
- FAS SUPPORT OR TRAILER
- PORTABLE FLASHING BEACON

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON FREEWAYS AND EXPRESSWAYS

NO SCALE

T1

11-25

Return to Table of Co s

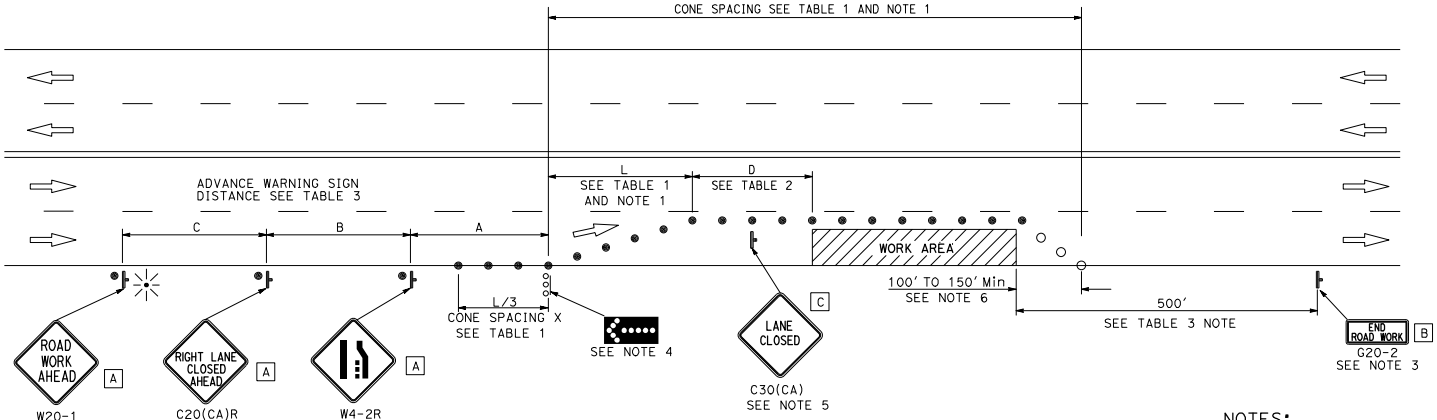
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Malik Rehman
REGISTERED CIVIL ENGINEER

September 19, 2025
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Malik Rehman
No. C83390
Exp. 3-31-27
CIVIL
STATE OF CALIFORNIA

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TYPICAL LANE CLOSURE

NOTES:

See Standard Plan T9 for tables.

Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.

Provide at least one person to continuously maintain traffic control devices for lane closures.

LEGEND

- TRAFFIC CONE
- TRAFFIC CONE (OPTIONAL TAPER)
- TEMPORARY TRAFFIC CONTROL SIGN
- FLASHING ARROW SIGN (FAS)
- FAS SUPPORT OR TRAILER
- PORTABLE FLASHING BEACON

SIGN PANEL SIZE (Min)

- A 48" x 48"
- B 36" x 18"
- C 30" x 30"

NOTES:

1. Portable delineators placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.
2. Each advance warning sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
3. A G20-2 "END ROAD WORK" sign shall be placed at the end of the lane closure unless the end of work area is obvious or ends within the larger project's limits.
4. A minimum 1500' of sight distance shall be provided where possible for vehicles approaching the first flashing arrow sign. Lane closures shall not begin at the top of crest vertical curve or on a horizontal curve.
5. Place C30(CA) "LANE CLOSED" sign at 500' to 1000' intervals throughout extended work area.
6. Length may be reduced by the Engineer to address site conditions.
7. Median lane closures shall conform to the details shown except that C20(CA)L and W4-2L signs shall be used.
8. For approach speeds over 50 MPH, use the "Traffic Control System for Lane Closure on Freeways and Expressways" plan for lane closure details and requirements.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON MULTILANE CONVENTIONAL HIGHWAYS

NO SCALE

T1

1-25

2025 STANDARD PLAN T11

ITEM NO. 6.

Return to Table of Co s

LEGEND

- TRAFFIC CONE
- TEMPORARY TRAFFIC CONTROL SIGN
- FLASHING ARROW SIGN (FAS)
- FAS SUPPORT OR TRAILER
- PORTABLE FLASHING BEACON

SIGN PANEL SIZE (Min)

- [A] 48" x 48"
- [B] 24" x 24"
- [C] 36" x 18"

NOTES:

See Standard Plan T9 for tables.

Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.

Provide at least one person to continuously maintain traffic control devices for lane closures.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

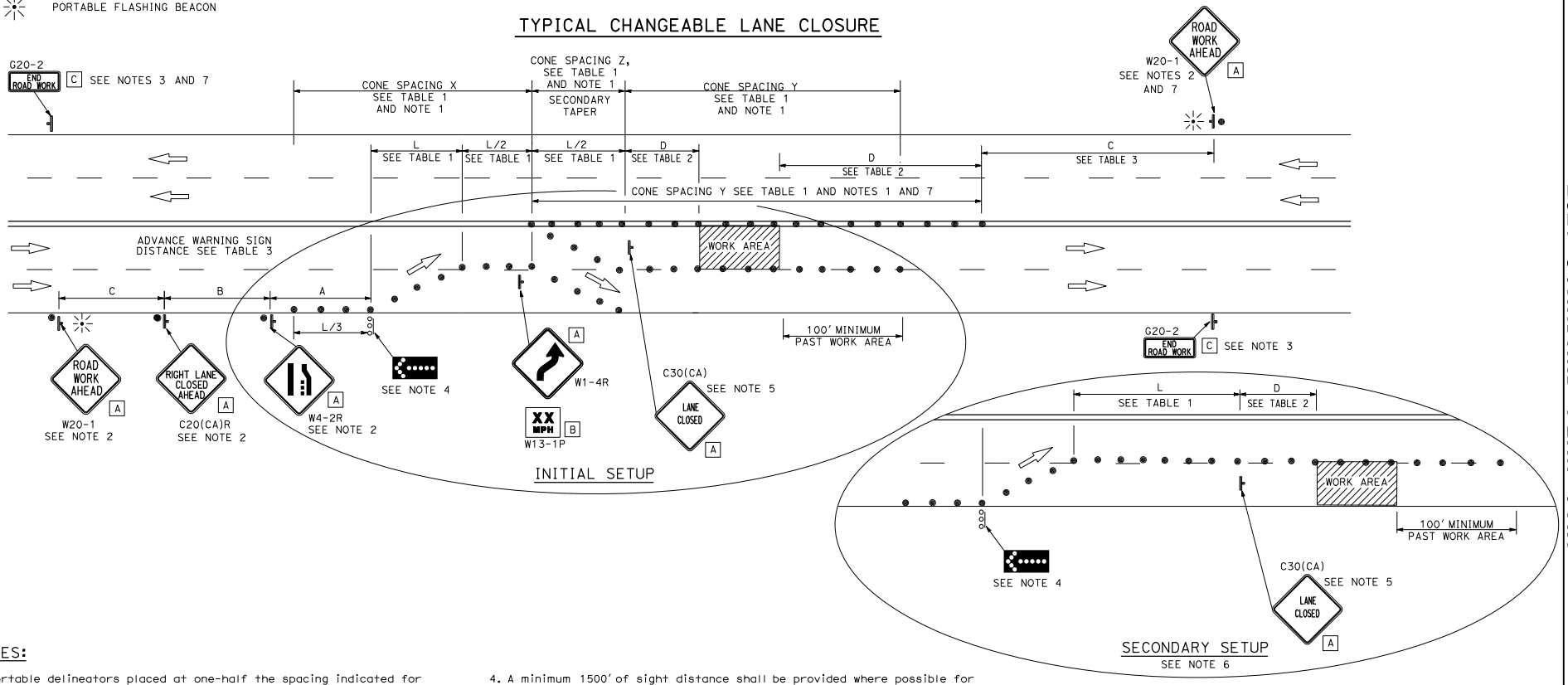
Malik Rehman
REGISTERED CIVIL ENGINEER

September 19, 2025
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — Malik Rehman — No. C83390 — Exp. 3-31-27 — CIVIL — STATE OF CALIFORNIA

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TYPICAL CHANGEABLE LANE CLOSURE



NOTES:

1. Portable delineators placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.
2. Each advance warning sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacon shall be placed at the locations indicated for lane closure during hours of darkness.
3. A G20-2 "END ROAD WORK" sign shall be placed at the end of the lane closure unless the end of work area is obvious or ends within the larger project's limits.
4. A minimum 1500' of sight distance shall be provided where possible for vehicles approaching the first flashing arrow sign. Lane closures shall not begin at the top of crest vertical curve or on a horizontal curve.
5. Place C30(CA) "LANE CLOSED" sign at 500' to 1000' intervals throughout extended work area.
6. Relocate secondary taper to tangent location and relocate C30(CA) sign. Remove W1-4R/W13-1P sign package.
7. Sign installations and cones are not required when a median barrier is in place.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SYSTEM FOR CHANGEABLE LANE CLOSURE ON MULTILANE CONVENTIONAL HIGHWAYS AND EXPRESSWAYS

NO SCALE

T11

Return to Table of Co s

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Malik Rehman
REGISTERED CIVIL ENGINEER

September 19, 2025
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Malik Rehman
No. C83390
Exp. 3-31-27
CIVIL
STATE OF CALIFORNIA

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LEGEND

- TRAFFIC CONE
- TEMPORARY TRAFFIC CONTROL SIGN
- FLASHING ARROW SIGN (FAS)
- FAS SUPPORT OR TRAILER
- PORTABLE FLASHING BEACON

SIGN PANEL SIZE (Min)

- [A] 48" x 48"
- [B] 24" x 24"
- [C] 36" x 18"

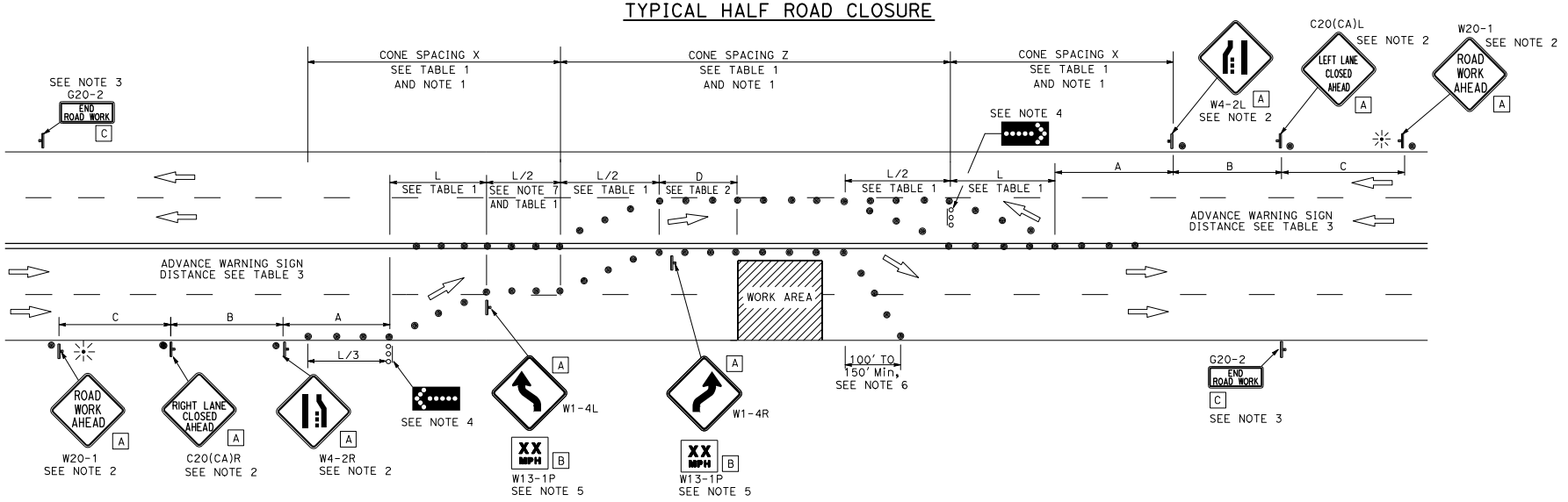
NOTES:

See Standard Plan T9 for tables.

Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.

Provide at least one person to continuously maintain traffic control devices for lane closures.

TYPICAL HALF ROAD CLOSURE



NOTES:

1. Portable delineators placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.
2. Each advance warning sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
3. A G20-2 "END ROAD WORK" sign, shall be placed at the end of the lane closure unless the end of work area is obvious or ends within the larger project's limits.
4. A minimum 1500' sight distance shall be provided where possible for vehicles approaching the first flashing arrow sign. Lane closures shall not begin at the top of crest verticle curve or on a horizontal curve.
5. Advisory speed will be determined by the Engineer. The W13-1P Plaque will not be required when advidory speed is more than the posted or maximum speed limit.
6. Length may be reduced by the Engineer to address site conditions.
7. The tangent (L/2) shall be used.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SYSTEM FOR HALF ROAD CLOSURE ON MULTILANE CONVENTIONAL HIGHWAYS AND EXPRESSWAYS

NO SCALE

T1

Return to Table of Co s

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Malik Rehman
REGISTERED CIVIL ENGINEER

September 19, 2025
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — Malik Rehman — No. C83390 — Exp. 3-31-27 — CIVIL — STATE OF CALIFORNIA

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NOTES:

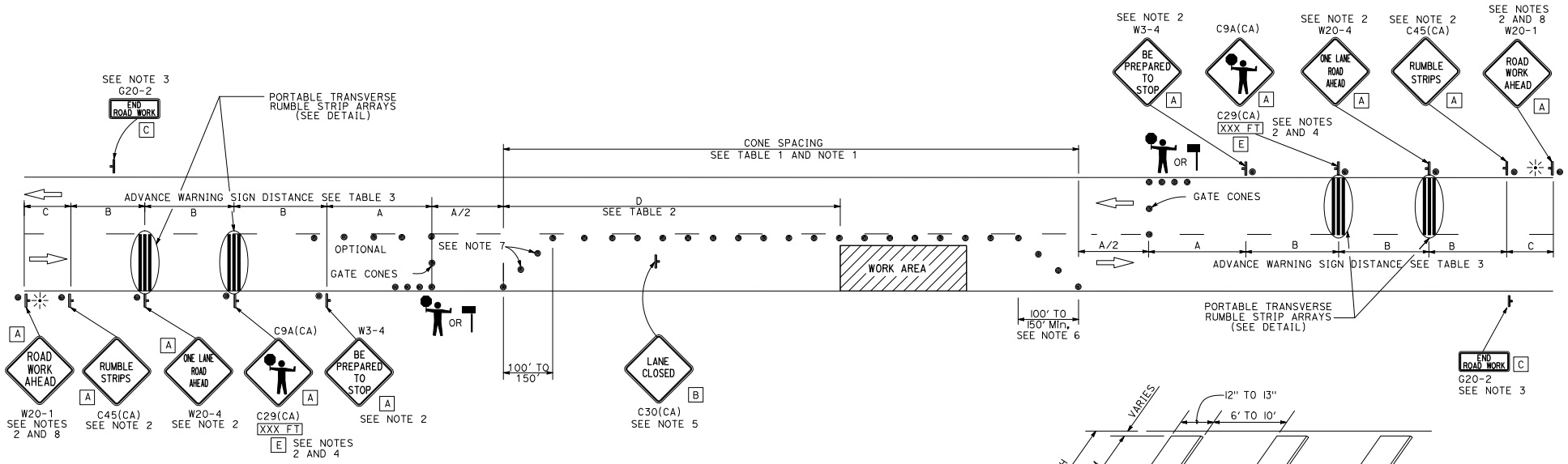
See Standard Plan T9 for tables.

Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.

Provide at least one person to continuously maintain traffic control devices for lane closures.

SIGN PANEL SIZE (Min)

- [A] 48" x 48"
- [B] 30" x 30"
- [C] 36" x 18"
- [D] 36" x 42"
- [E] 20" x 7"

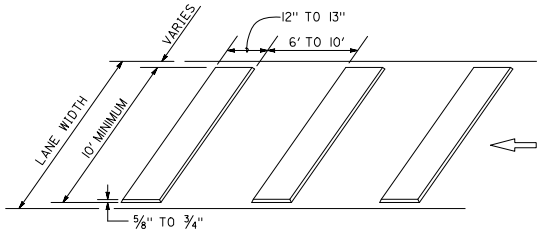


NOTES:

1. Portable delineators placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.
2. Sign must be equipped with at least two flags for daytime closures. Flags must be orange in color and at least 16 inches by 16 inches in size. Place flashing beacons as shown for closures during hours of darkness.
3. A G20-2 "END ROAD WORK" sign, shall be placed at the end of the lane closure unless the end of work area is obvious or ends within the larger project's limits.
4. An optional C29(CA) sign may be placed below the C9A(CA) sign.
5. Place C30(CA) "LANE CLOSED" sign at 500' to 1000' intervals throughout extended work area. They are optional if the work area is visible from the flagger station.
6. Length may be reduced by the Engineer to address site conditions.
7. Either traffic cones or barricades shall be placed on the taper. Barricades shall be Type I, II, or III.
8. If C45(CA) is not used, measure distance C from W20-4.

LEGEND

- TRAFFIC CONE
- TEMPORARY TRAFFIC CONTROL SIGN
- PORTABLE FLASHING BEACON
- FLAGGER
- AUTOMATED FLAGGER ASSISTANCE DEVICE (AFAD)



PORTABLE TRANSVERSE RUMBLE STRIP ARRAY DETAIL

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SYSTEM WITH REVERSIBLE CONTROL ON TWO LANE CONVENTIONAL HIGHWAYS

NO SCALE

T1

1-25

2025 STANDARD PLAN T13

ITEM NO. 6.

Return to Table of Co s

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Malik Rehman
REGISTERED CIVIL ENGINEER

September 19, 2025
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — Malik Rehman — No. C83390 — Exp. 3-31-27 CIVIL — STATE OF CALIFORNIA

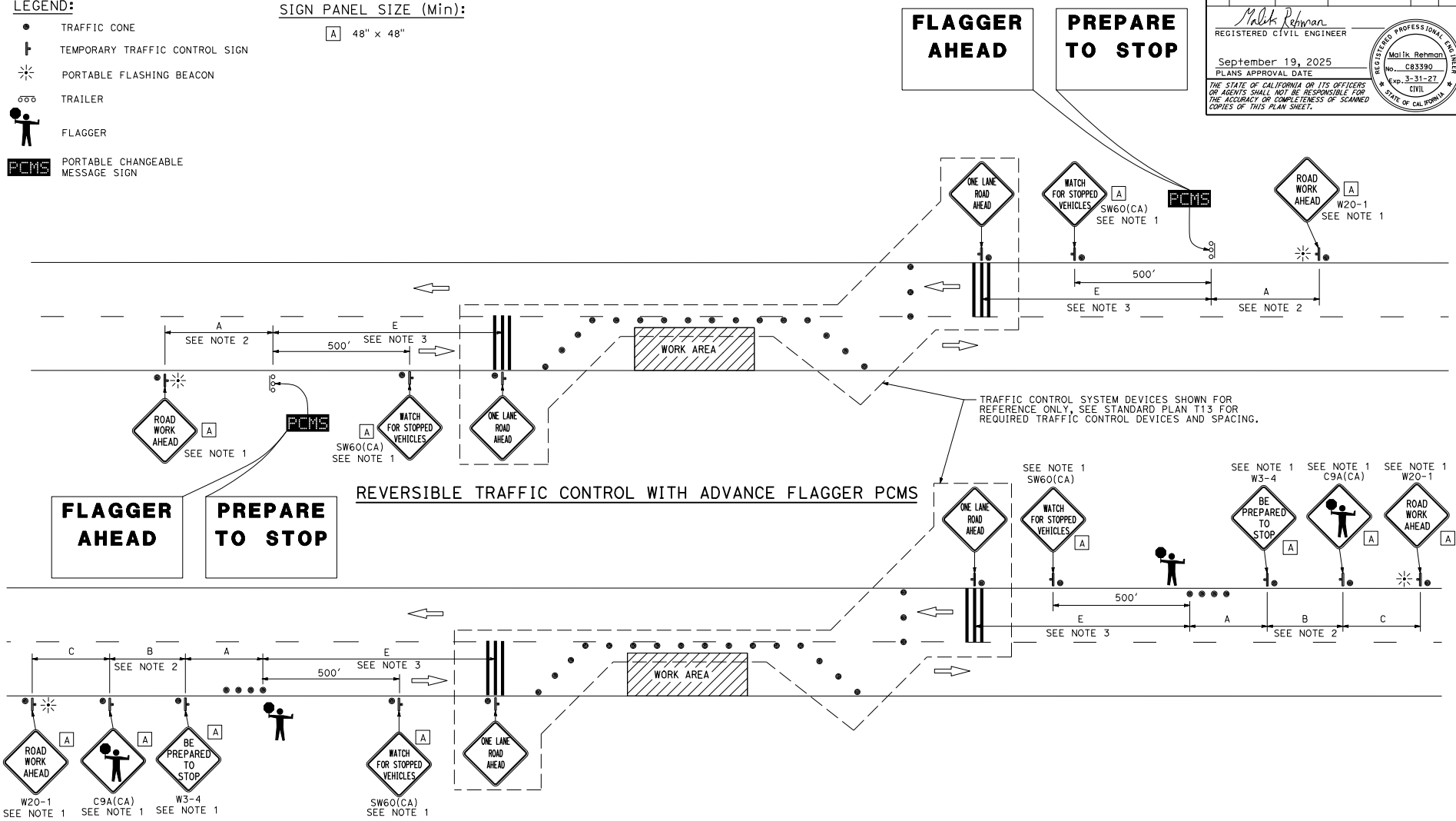
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LEGEND:

- TRAFFIC CONE
- TEMPORARY TRAFFIC CONTROL SIGN
- PORTABLE FLASHING BEACON
- TRAILER
- FLAGGER
- PCMS — PORTABLE CHANGEABLE MESSAGE SIGN

SIGN PANEL SIZE (Min):

[A] 48" x 48"



REVERSIBLE TRAFFIC CONTROL WITH ADVANCE FLAGGER PCMS

REVERSIBLE TRAFFIC CONTROL WITH ADVANCE FLAGGERS

NOTES:

1. Sign must be equiped with at least two flags for daytime closures. Flags must be orange in color and at least 16 inches by 16 inches in size. Place flashing beacons as shown for closures during hours of darkness.
2. See Standard Plan T9, Table 3 for advanced warning sign spacing.
3. See Standard Specification 12-4.02C.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SYSTEM TWO LANE CONVENTIONAL HIGHWAYS

NO SCALE

T13

2025 STANDARD PLAN T13A

1-25

Return to Table of Co s

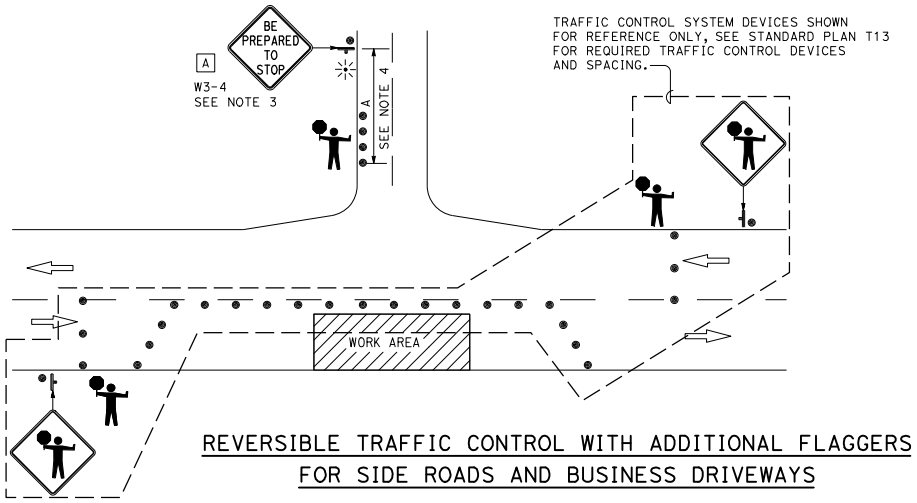
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Malik Rehman
REGISTERED CIVIL ENGINEER

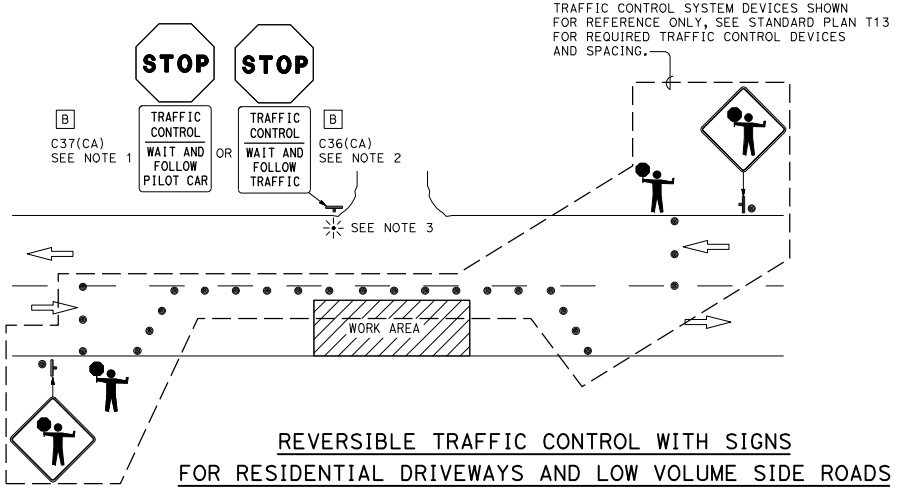
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Malik Rehman
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CIVIL
STATE OF CALIFORNIA

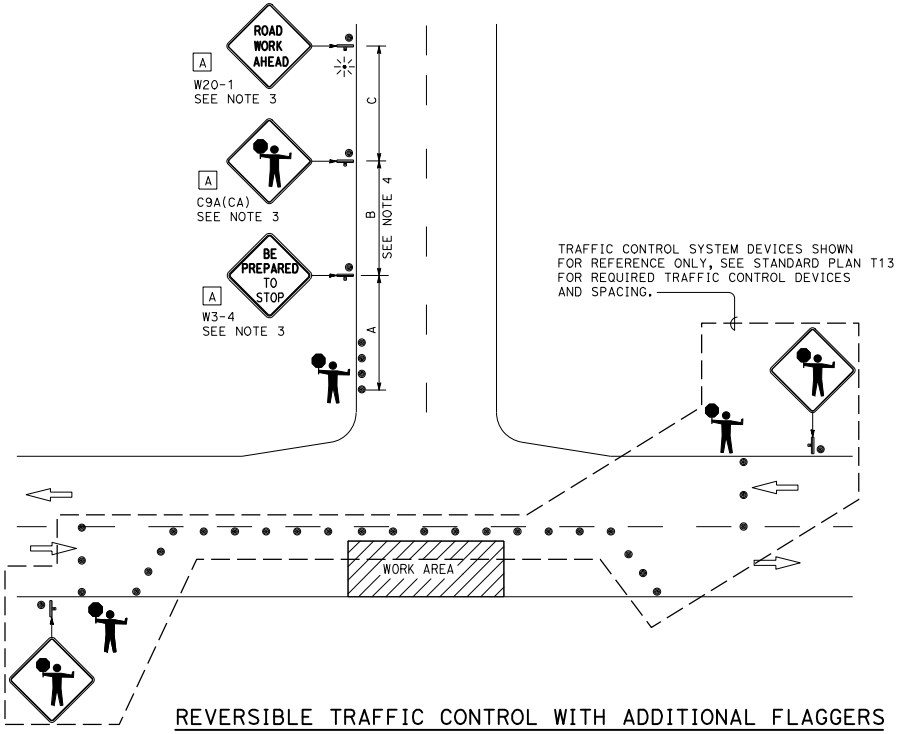
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REVERSIBLE TRAFFIC CONTROL WITH ADDITIONAL FLAGGERS
FOR SIDE ROADS AND BUSINESS DRIVEWAYS



REVERSIBLE TRAFFIC CONTROL WITH SIGNS
FOR RESIDENTIAL DRIVEWAYS AND LOW VOLUME SIDE ROADS



REVERSIBLE TRAFFIC CONTROL WITH ADDITIONAL FLAGGERS
AT HIGH VOLUME INTERSECTIONS

NOTES:

1. Place C37(CA) sign when pilot car is used.
2. Place C36(CA) sign when pilot car is not used.
3. Sign must be equipped with at least two flags for daytime closures. Flags must be orange in color and at least 16 inches by 16 inches in size. Place flashing beacons as shown for closures during hours of darkness.
4. See Standard Plan T9, Table 3 for advance warning sign spacing.

LEGEND:

- TRAFFIC CONE
- TEMPORARY TRAFFIC CONTROL SIGN
- PORTABLE FLASHING BEACON
- FLAGGER

SIGN PANEL SIZE (Min)

- A 48" x 48"
- B 36" x 42"

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SYSTEM TWO LANE CONVENTIONAL HIGHWAYS

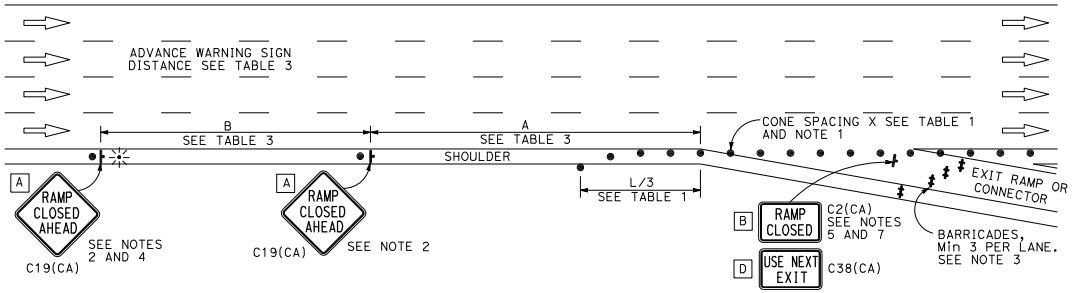
NO SCALE

T13

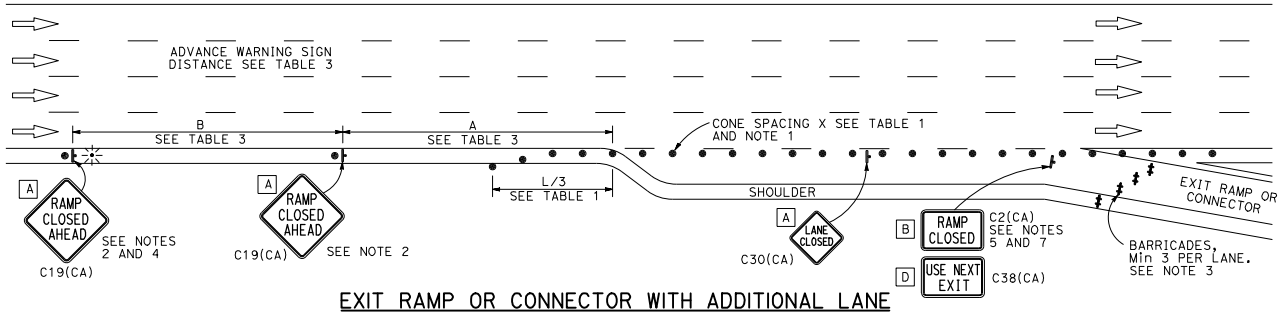
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Return to Table of Co s

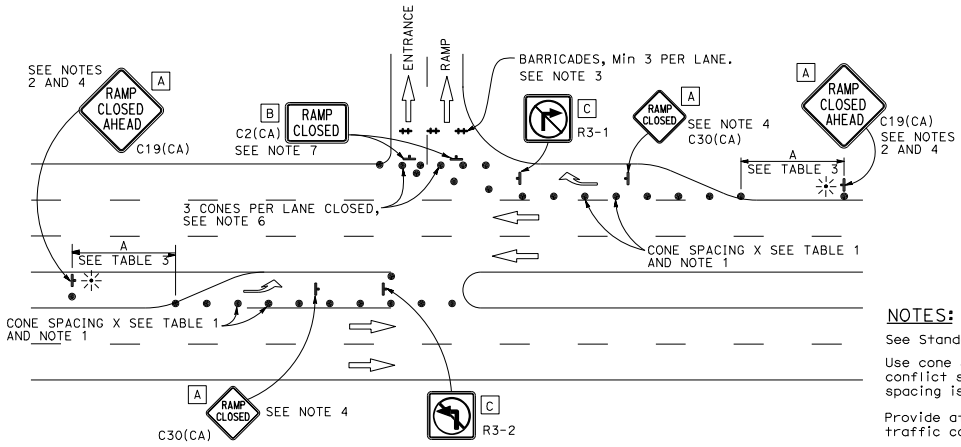
TYPICAL RAMP CLOSURES



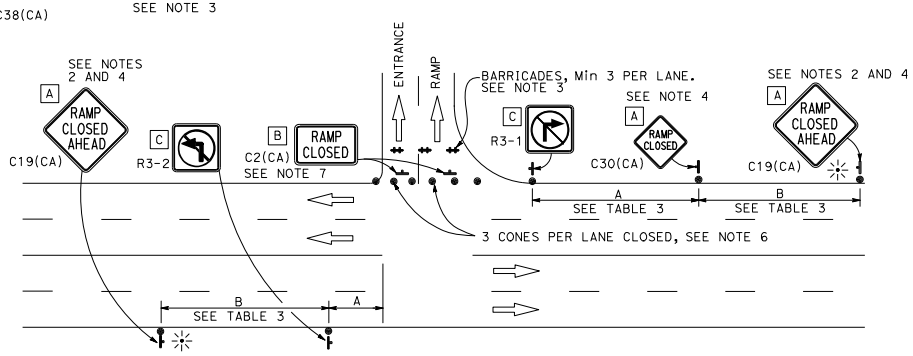
EXIT RAMP OR CONNECTOR



EXIT RAMP OR CONNECTOR WITH ADDITIONAL LANE



ENTRANCE RAMP WITH TURNING POCKETS



ENTRANCE RAMP WITHOUT TURNING POCKETS

SIGN PANEL SIZE (Min)

- A 48" x 48"
- B 48" x 30"
- C 36" x 36"
- D 48" x 36"

LEGEND

- TRAFFIC CONE
- TEMPORARY TRAFFIC CONTROL SIGN
- BARRICADES
- PORTABLE FLASHING BEACON

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Malik Rehman
REGISTERED CIVIL ENGINEER

September 19, 2025
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Malik Rehman
No. C83390
Exp. 3-31-27
CIVIL
STATE OF CALIFORNIA

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NOTES:

1. Portable delineators placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.
2. Each advance warning C19(CA) "RAMP CLOSED AHEAD" sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. A flashing beacon shall be placed on top of the first C19(CA) sign during hours of darkness.
3. Barricades shall be Type I, II or III for closures lastind one week or less and Type III for closures lasting longer than one week.
4. In addition to placing the C19(CA) "RAMP CLOSED AHEAD" and C30(CA) "RAMP CLOSED" signs, black on orange overlay plates with the word "closed" may be mounted. As directed by the Engineer on all guide signs that refer to the closed ramp. The letter size on the overlay shall be the same as the guide sign.
5. The existing "EXIT" signs shall be covered during ramp closures.
6. A minimum of 3 cones shall be placed transversely across each closed lane and shoulder.
7. C2(CA) sign shall be black and white.

NOTES:

See Standard Plan T9 for tables.

Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.

Provide at least one person to continuously maintain traffic control devices for lane closures.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SYSTEM FOR RAMP CLOSURE

NO SCALE

T1

Return to Table of Co s

Contract

This public works contract ("Contract") is entered into by and between the Town of Los Gatos ("Town") and _____ ("Contractor"), for work on the _____ ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On _____, 20___, Town authorized award of this Contract to Contractor for the amount set forth in Section 4, below. Town has elected to include the following Project alternate(s) in the Contract: _____

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

   2.1 Notice Inviting Bids;
   2.2 Instructions to Bidders;
   2.3 Addenda, if any;
   2.4 Bid Proposal and attachments thereto;
   2.5 Contract;
   2.6 Payment and Performance Bonds;
   2.7 General Conditions;
   2.8 Special Conditions;
   2.9 Project Plans and Specifications;
   2.10 Change Orders, if any;
   2.11 Notice of Potential Award;
   2.12 Notice to Proceed;
   2.13 Locations of Work (**Appendix A**); and
   2.14 Standard Plans (**Appendix B**); and
   2.15 The 2010 Caltrans Standard Specifications, as revised.

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

and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

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

5. **Time for Completion.** Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within 60 Working Days from the start date set forth in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.

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

7. **Labor Code Compliance.**

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

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

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

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

code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

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

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

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

    Town:

    Finance Department
    Town of Los Gatos
    110 E. Main St.
    Los Gatos, CA 95030
    AP@losgatosca.gov

    Copy to: Janice Chin, Assistant Engineer
    jchin@losgatosca.gov

    Contractor:

    Name: _____
    Address: _____
    Town/State/Zip: _____
    Phone: _____
    Attn: _____
    Email: _____
    Copy to: _____

12. **General Provisions.**

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

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

12.3 Governing Law and Venue. This Contract will be governed by California law and venue will be in the Santa Clara County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Santa Clara County, California.

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

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

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

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

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

[Signatures are on the following page.]

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

TOWN: Approved as to form:

s/_____ s/_____

_____ _____
Name, Title Name, Title

Date: _____ Date: _____

Attest:

s/_____

_____
Name, Title

Date: _____

CONTRACTOR: _____
Business Name

s/_____ Seal:

_____
Name, Title

Date: _____

Second Signature (See Section 12.8):

s/_____

_____
Name, Title

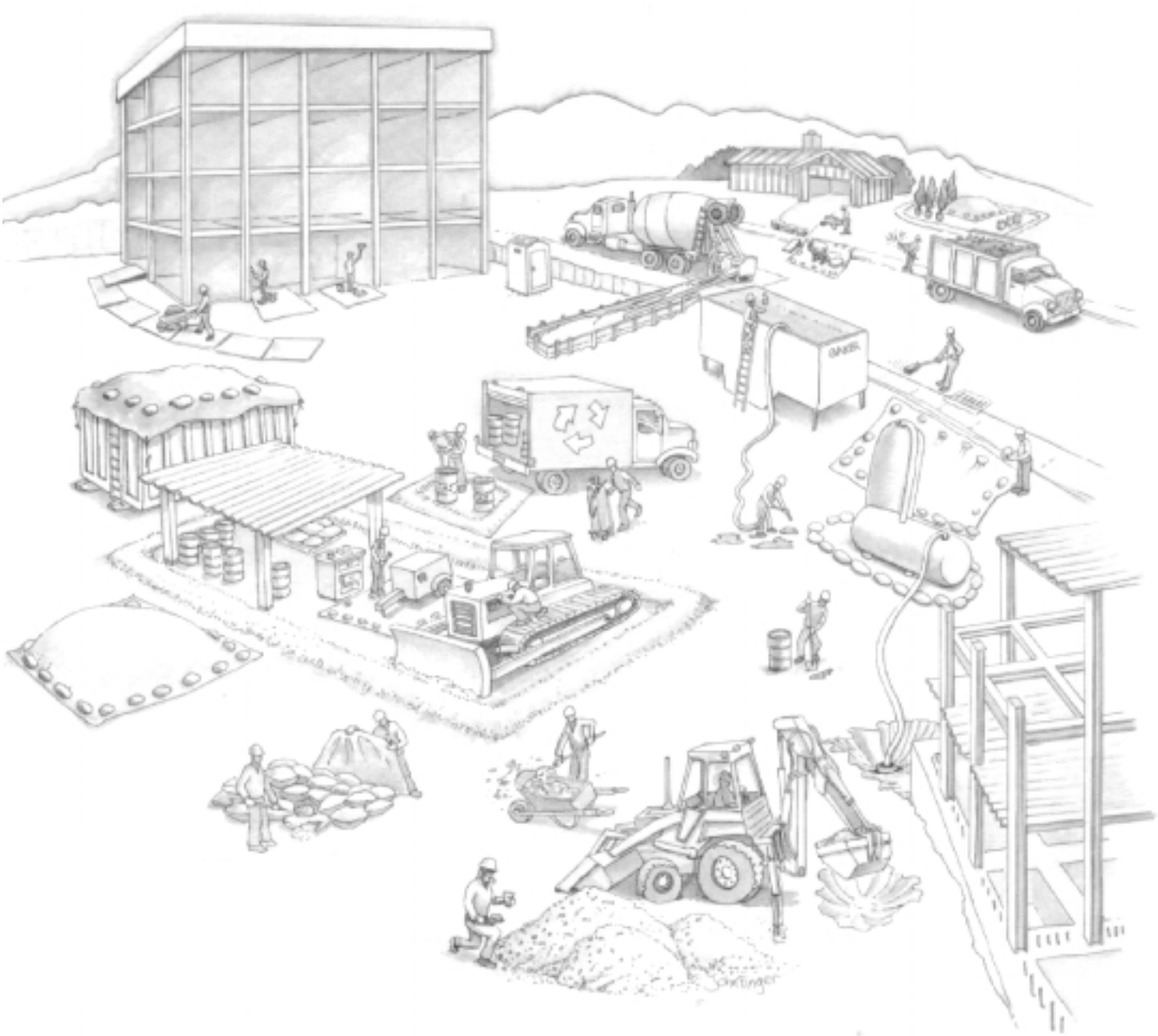
Date: _____

_____
Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

Blueprint for a Clean Bay

Best Management Practices to Prevent Stormwater Pollution from Construction-Related Activities



B A S M A A

Bay Area Stormwater Management Agencies Association

[B]ay Area Stormwater Management Agencies Association (BASMAA), a consortium of Bay Area municipalities [A]lameda, Contra Costa, Marin, San Mateo, Santa Clara, Solano, and Sonoma Counties, developed this booklet as a resource for all general contractors, home builders, and subcontractors working on construction sites.

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Introduction

Stormwater pollution is a national environmental problem. In California, stormwater runoff is a major source of water pollution. To help combat the problems of stormwater pollution, federal and state governments have developed a program for monitoring and permitting discharges to municipal storm drain systems, creeks, and water bodies such as San Francisco Bay.

Municipalities in the Bay Area are required by the Clean Water Act to develop stormwater management programs that include requirements for construction activities. Your construction project will need to comply with local municipal requirements. If your construction activity will disturb one acre or more, you must also obtain coverage under the General Construction Activity Permit (see Requirements for Dischargers).

Blueprint for a Clean Bay is an introductory guide to stormwater quality control on construction sites. It contains several principles and techniques that you can use to help prevent stormwater pollution. BASMAA has developed this booklet as a resource for all general contractors, home builders, and subcontractors working on construction sites.

Blueprint for a Clean Bay is not a design manual or a Stormwater Pollution Prevention Plan (SWPPP) (see Requirements for Dischargers). For more information on the General Permit, designing stormwater quality controls, or producing a Stormwater Pollution Prevention Plan, please refer to:

- ❏ the California Stormwater Quality Association (CASQA) Stormwater Best Management Practice Handbook for Construction,
- ❏ the Regional Water Quality Control Board's (RWQCB) Guidelines for Construction Projects, or
- ❏ consult your local program or the State Water Resources Control Board (SWRCB) (see below).

Please note that this booklet is concerned only with the management of construction sites and activities during construction.

Stormwater Pollution

Storm Drain System

Stormwater or runoff from sources like sprinklers and hoses flows over the ground into the storm drain system. In the San Francisco Bay Area, storm drain systems consist of gutters, storm drains, underground pipes, open channels, culverts, and creeks. Storm drain systems are designed to drain directly to the Bay, Delta, or Pacific Ocean with no treatment.

Pollution From Construction Sites

Stormwater runoff is part of a natural hydrologic process. However, land development and construction activities can significantly alter natural drainage patterns and pollute stormwater runoff. Runoff picks up pollutants as it flows over the ground or paved areas and carries these pollutants into the storm drain system. Common sources of pollutants from construction sites include: sediments from soil erosion; construction materials and waste (e.g., paint, solvents, concrete, drywall); landscaping runoff containing fertilizers and pesticides; and spilled oil, fuel, and other fluids from construction vehicles and heavy equipment.

Adverse Effects from Stormwater Pollution

Stormwater pollution is a major source of water pollution in California. It can cause declines in fisheries, damage habitats, and limit water recreation activities. Stormwater pollution poses a serious threat to the overall health of the ecosystem.

For more information on stormwater requirements, call the State Water Resources Control Board's Stormwater Information Line at (916) 341-5537 or your local program.

Requirements for Dischargers

Municipal Stormwater Program

Municipalities in the Bay Area are required by federal regulations to develop programs to control the discharge of pollutants to the storm drain system, including the discharge of pollutants from construction sites and areas of new development or significant redevelopment. As a result, your development and construction projects are subject to new requirements designed to improve stormwater quality such as, expanded plan check and review, contract specifications, stormwater treatment measures, runoff monitoring, and increased site inspection. For more information on municipal requirements, please contact the municipal representative listed on the back cover of this booklet.

Projects Equal To Or Greater Than 1 Acre

If your construction activity will disturb one acre or more, you must obtain coverage under the General Construc-tion Activity Storm Water Permit (General Construction Permit) issued by the SWRCB for stormwater discharges associated with construction activity. To obtain coverage under the General Permit, a Notice of Intent (NOI) must be filed with the SWRCB. The General Construction Permit requires you to prepare and carry out a "Stormwater Pollution Prevention Plan" or SWPPP. Your SWPPP must identify appropriate stormwater pollution prevention measures or best management practices (BMPs), like the ones described in this booklet, to reduce pollutants in stormwater discharges from the construction site both during and after construction is complete. A best management practice or BMP is defined as any program, technology, process, practice, operating method, measure, or device that controls, prevents, removes, or reduces pollution. The General Permit also requires permanent stormwater quality controls (see BASMAA's Start at the Source manual and CASQA's BMP Handbooks New Development and Redevelopment for examples). You should keep a copy of your SWPPP readily available onsite throughout construction.

Projects Less Than 1 Acre

If your project is less than one acre, you may still need to use BMPs to comply with local municipal requirements. Check with the local stormwater program (listed on back cover), or planning or engineering department for details.

Best Management Practic

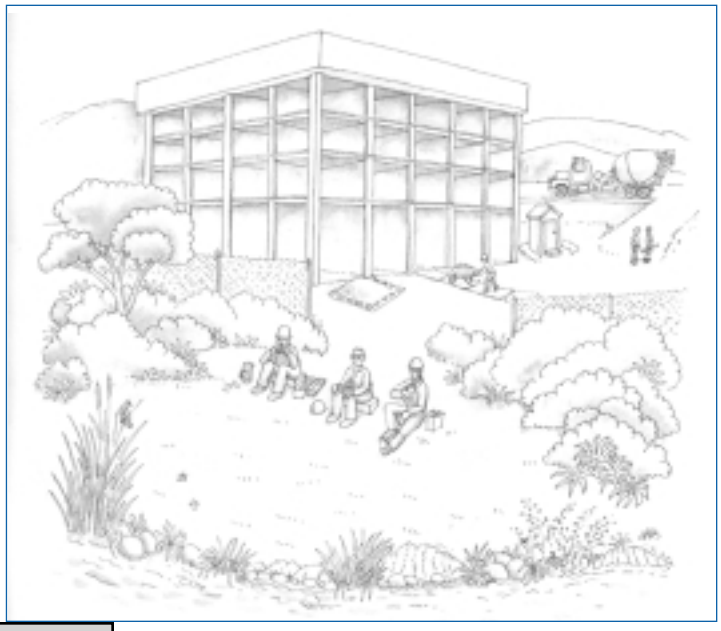
General Practices

The following are some general principles that can significantly reduce pollution from construction activity and help make compliance with stormwater regulations easy:

- ❑ Identify all storm drains, drainage swales and creeks located near the construction site and make sure all subcontractors are aware of their locations to prevent pollutants from entering them.
- ❑ Clean up leaks, drips, and other spills immediately so they do not contact stormwater.
- ❑ Refuel vehicles and heavy equipment in one designated location on the site and take care to clean up spills immediately.
- ❑ Wash vehicles at an appropriate off-site facility. If equipment must be washed on-site, do not use soaps, solvents, degreasers, or steam cleaning equipment, and prevent wash water from entering the storm drain. If possible, direct wash water to a low point where it can evaporate and/or infiltrate.
- ❑ Never wash down pavement or surfaces where materials have spilled. Use dry cleanup methods whenever possible.
- ❑ Avoid contaminating clean runoff from areas adjacent to your site by using berms and/or temporary or permanent drainage ditches to divert water flow around the site. Reduce stormwater runoff velocities by constructing temporary check dams and/or berms where appropriate.
- ❑ Protect all storm drain inlets using filter fabric cloth or other best management practices to prevent sediments from entering the storm drainage system during construction activities.
- ❑ Keep materials out of the rain — prevent runoff pollution at the source. Schedule clearing or heavy earth moving activities for periods of dry weather. Cover exposed piles of soil, construction materials and wastes with plastic sheeting or temporary roofs. Before it rains, sweep and remove materials from surfaces that drain to storm drains, creeks, or channels.

For more information on the General Permits, call the State Water Resources Control Board's Stormwater Information Line at (916) 341-5537 or your local program.

- ❑ Keep pollutants off exposed surfaces. Place trash cans around the site to reduce litter. Dispose of non-hazardous construction wastes in covered dumpsters or recycling receptacles.
- ❑ Practice source reduction — reduce waste by ordering only the amount you need to finish the job.
- ❑ Do not over-apply pesticides or fertilizers and follow manufacturers instructions for mixing and applying materials.
- ❑ Recycle leftover materials whenever possible. Materials such as concrete, asphalt, scrap metal, solvents, degreasers, cleared vegetation, paper, rock, and vehicle maintenance materials such as used oil, antifreeze, batteries, and tires are recyclable (check with the local planning or building department for more information).
- ❑ Dispose of all wastes properly. Materials that cannot be reused or recycled must be taken to an appropriate landfill or may require disposal as hazardous waste. Never throw debris into channels, creeks or into wetland areas. Never store or leave debris in the street or near a creek where it may contact runoff.
- ❑ Illegal dumping is a violation subject to a fine and/or time in jail. Be sure that trailers carrying your materials are covered during transit. If not, the hauler may be cited and fined.
- ❑ Train your employees and inform subcontractors about the stormwater requirements and their own responsibilities.



Specific Practices

Following is a summary of specific best management practices for erosion and sediment control and contractor activities. For more information on erosion and sediment control BMPs and their design, please refer to the RWQCB Erosion and Sediment Control Field Manual (August 2002), the CASQA Stormwater Best Management Practice Handbook for Construction (January 2003), and the Association of Bay Area Governments (ABAG) Manual of Standards for Erosion & Sediment Control Measures (May 1995).

Erosion Prevention and Sediment Control

Prevent erosion

Soil erosion is the process by which soil particles are removed from the land surface, by wind, water and/or gravity. Soil particles removed by stormwater runoff are pollutants that when deposited in local creeks, lakes, Bay or Delta, can have negative impacts on aquatic habitat. Exposed soil after clearing, grading, or excavation is easily eroded by wind or water. The following practices will help prevent erosion from occurring on the construction site:

- ❑ Plan the development to fit the topography, soils, drainage pattern and natural vegetation of the site.
- ❑ Delineate clearing limits, easements, setbacks, sensitive or critical areas, trees, drainage courses, and buffer zones to prevent excessive or unnecessary disturbances and exposure.
- ❑ Phase grading operations to reduce disturbed areas and time of exposure.
- ❑ Avoid excavation and grading during wet weather.
- ❑ Limit on-site construction routes and stabilize construction entrance(s) and exit(s).
- ❑ Remove existing vegetation only when absolutely necessary.
- ❑ Construct diversion dikes and drainage swales to channel runoff around the site.
- ❑ Use berms and drainage ditches to divert runoff around exposed areas. Place diversion ditches across the top of cut slopes.

- ❑ Plant vegetation on exposed slopes. Where replanting is not feasible, use erosion control blankets (e.g., jute or straw matting, glass fiber or excelsior matting, mulch netting).
- ❑ Consider slope terracing with cross drains to increase soil stability.
- ❑ Cover stockpiled soil and landscaping materials with secured plastic sheeting and divert runoff around them.
- ❑ As a back-up measure, protect drainage courses, creeks, or catch basins with fiber rolls, silt fences, sand/gravel bags and/or temporary drainage swales.
- ❑ Once grading is completed, stabilize the disturbed areas using permanent vegetation as soon as possible. Use temporary erosion controls until vegetation is established.
- ❑ Conduct routine inspections of erosion control measures especially before and immediately after rainstorms, and repair if necessary.

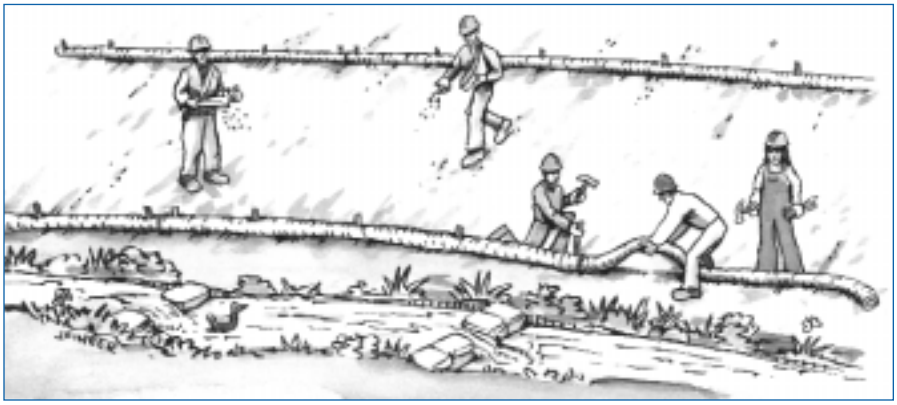
Control sediment

Sedimentation is defined as the process of depositing sediments carried away by runoff. Sediments consist of soil particles, clays, sands, and other minerals. The purpose of sediment control practices is to remove sediments from stormwater before they are transported off-site or reach a storm drain inlet or nearby creek. The most effective sediment control practices reduce runoff velocity and trap or detain runoff allowing sediments to settle out.

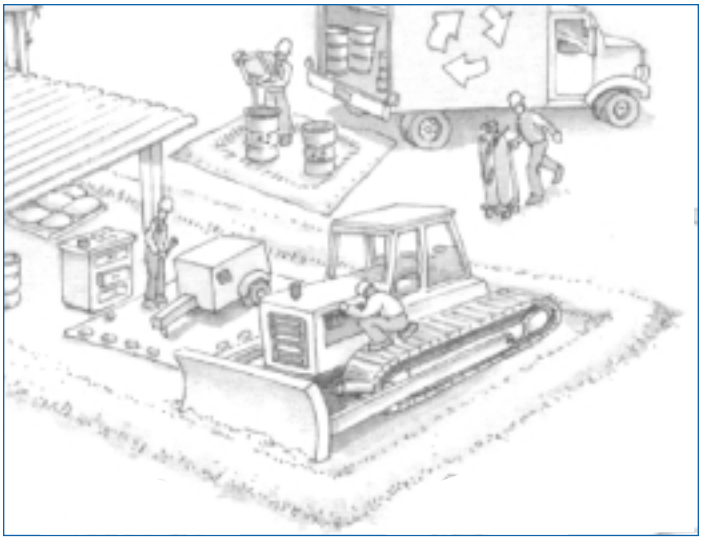
- ❑ Use terracing, rip rap, sand/gravel bags, rocks, fiber rolls, and/or temporary vegetation on slopes to reduce runoff velocity and trap sediments. Do not use asphalt rubble or other demolition debris for this purpose.
- ❑ Use check dams in temporary drains and swales to reduce runoff velocity and promote sedimentation.
- ❑ Protect storm drain inlets from sediment-laden runoff. Storm drain inlet protection devices include sand/gravel bag barriers, filter fabric fences, block and gravel filters, catch basin filter inserts, excavated drop inlet sediment traps, or a combination of these.
- ❑ Collect and detain sediment-laden runoff in sediment traps (an excavated or bermed area or constructed device) to allow sediments to settle out prior to discharge.
- ❑ Use sediment controls and filtration to remove sediments from dewatering discharges.
- ❑ Prevent construction vehicle tires from tracking soil onto adjacent streets by constructing a temporary stone pad with a filter fabric underliner near the site exit where dirt and mud can be removed.
- ❑ When cleaning sediments from streets, driveways and paved areas on construction sites, use dry sweeping methods where possible. If water must be used to flush pavement, collect runoff to settle out sediments and protect storm drain inlets.

Note: Performance of erosion and sediment controls is dependent on proper installation, routine inspections and maintenance of the controls. Straw bale barriers are an example of a BMP that has not been as effective as expected due to improper use. Most of the BMPs described above are temporary and if left alone can quickly fall into disrepair and/or become ineffective. Routine inspections and maintenance, particularly before and after a storm event, must be part of any erosion and sediment control plan.

The RWQCB's Field Manual, the CASQA Stormwater Best Management Practice Handbook for Construction, and the ABAG Manual of Standards for Erosion and Sediment Control provide specific details and design criteria for erosion and sediment control plans.



Drainage swales channel runoff around a construction site. Planting temporary vegetation on freshly graded areas, and trenching and staking fiber rolls and/or silt fences downslope are common techniques for preventing erosion and controlling sediment.



Make sure equipment repair area is bermed or well away from creeks and storm drains.

General Site Maintenance

Prevent spills and leaks

Poorly maintained vehicles and heavy equipment leaking fuel, oil, antifreeze, or other fluids on the construction site are common sources of stormwater pollution and soil contamination. Construction material spills can also cause serious problems. Careful site planning, preventive maintenance, and good materials handling practices can eliminate most spills and leaks.

- ❑ Maintain all vehicles and heavy equipment. Inspect frequently for and repair leaks.
- ❑ Designate specific areas of the construction site, well away from creeks or storm drain inlets, for vehicle and equipment parking and routine maintenance.
- ❑ Perform major maintenance, repair jobs and vehicle and equipment washing off-site when feasible, or in designated and controlled areas on-site.
- ❑ If you must drain and replace motor oil, radiator coolant, or other fluids on-site, use drip pans or drop cloths to catch drips and spills. Collect all spent fluids, store in labeled separate containers, and recycle whenever possible. Note that in order to be recyclable, such liquids must not be mixed with other fluids. Non-recycled fluids generally must be disposed of as hazardous wastes.

Clean up spills immediately after they happen

When vehicle fluids or materials such as paints or solvents are spilled, cleanup should be immediate, automatic, and routine.

- ❑ Sweep up spilled dry materials (e.g., cement, mortar, or fertilizer) immediately. Never attempt to "wash them away" with water, or bury them. Use only minimal water for dust control.
- ❑ Clean up liquid spills on paved or impermeable surfaces using "dry" cleanup methods (e.g., absorbent materials like cat litter, sand or rags).
- ❑ Clean up spills on dirt areas by digging up and properly disposing of the contaminated soil.
- ❑ Report significant spills to the appropriate spill response agencies immediately (See reference list on the back cover of this booklet for more information).



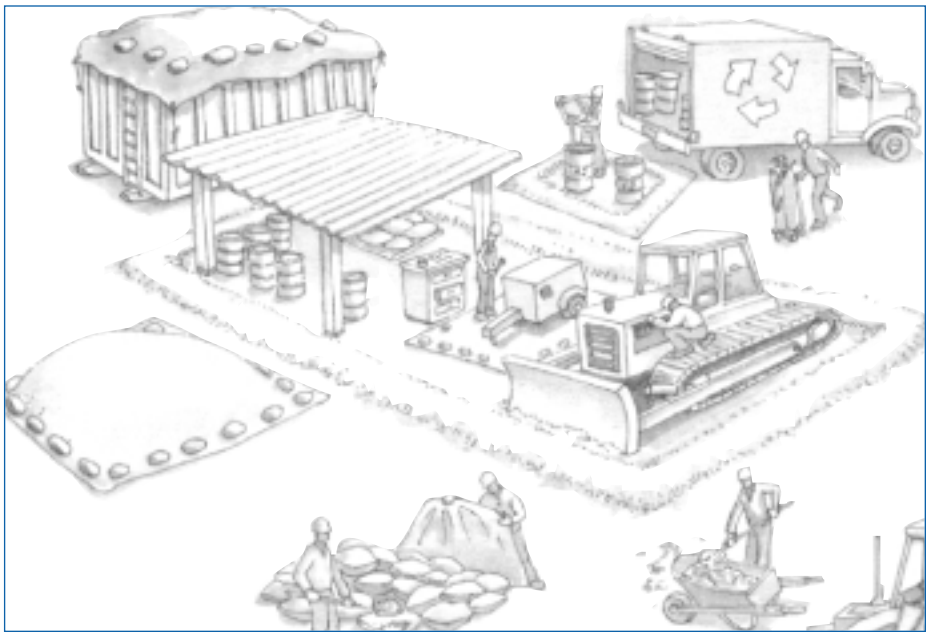
Clean up spills on dirt areas by removing contaminated soil.

Note: Used cleanup rags that have absorbed hazardous materials must either be sent to a certified industrial laundry or dry cleaner, or disposed of through a licensed hazardous waste disposal company.

Best Management Practices

Store materials under cover

Wet and dry building materials with the potential to pollute runoff should be stored under cover and/or surrounded by berms when rain is forecast or during wet weather.



Store building materials under cover. Make sure dumpsters are properly covered to keep out rain.

- ❑ Store stockpiled materials and wastes under a temporary roof or secured plastic sheeting or tarp.
- ❑ Berm around storage areas to prevent contact with runoff.
- ❑ Plaster or other powders can create large quantities of suspended solids in runoff, which may be toxic to aquatic life and cause serious environmental harm even if the materials are inert. Store all such potentially polluting dry materials —especially open bags— under a temporary roof or inside a building, or cover securely with an impermeable tarp. By properly storing dry materials, you may also help protect air quality, as well as water quality.
- ❑ Store containers of paints, chemicals, solvents, and other hazardous materials in accordance with secondary containment regulations and under cover during rainy periods.

Cover and maintain dumpsters

Open and/or leaking dumpsters can be a source of stormwater pollution.

- ❑ Cover open dumpsters with plastic sheeting or a tarp. Secure the sheeting or tarp around the outside of the dumpster. If your dumpster has a cover, close it.
- ❑ If a dumpster is leaking, contain and collect leaking material. Return the dumpster to the leasing company for repair/exchange.
- ❑ Do not clean dumpsters on-site. Return to leasing company for periodic cleaning, if necessary.

Collect and properly dispose of paint removal wastes

Paint removal wastes include chemical paint stripping residues, paint chips and dust, sand blasting material and wash water. These wastes contain chemicals that are harmful to the wildlife in our creeks and the water bodies they flow to. Keep all paint wastes away from the gutter, street, and storm drains.

- ❑ Non-hazardous paint chips and dust from dry stripping and sand blasting may be swept up or collected in plastic drop cloths and disposed of as trash. Chemical paint stripping residue and chips and dust from marine paints or paints containing lead or tributyl tin must be disposed of as a hazardous waste.
- ❑ When stripping or cleaning building exteriors with high-pressure water, cover or berm storm drain inlets. If possible (and allowed by your local wastewater treatment plant), collect (mop or vacuum) building cleaning water and discharge to the sanitary sewer. Alternatively, discharge non-contaminated wash water onto a dirt area and spade into the soil. Be sure to shovel or sweep up any debris that remains in the gutter and dispose of as garbage.

Clean up paints, solvents, adhesives, and cleaning solutions properly

Although many paint materials can and should be recycled, liquid residues from paints, thinners, solvents, glues, and cleaning fluids are hazardous wastes. When

they are thoroughly dry, empty paint cans, used brushes, rags, absorbent materials, and drop cloths are no longer hazardous and may be disposed of as garbage.

- ❑ Never clean brushes or rinse paint containers into a street, gutter, storm drain, or creek.
- ❑ For water-based paints, paint out brushes to the extent possible and rinse to a drain leading to the sanitary sewer (i.e., indoor plumbing).
- ❑ For oil-based paints, paint out brushes to the extent possible, and filter and reuse thinners and solvents. Dispose of unusable thinners and residue as hazardous waste.
- ❑ Recycle, return to supplier or donate unwanted water-based (latex) paint. You may be able to recycle clean empty dry paint cans as metal (check with the local planning or building department for more information).
- ❑ Dried latex paint may be disposed of in the garbage.
- ❑ Unwanted paint (that is not recycled), thinners, and sludges must be disposed of as hazardous waste.
- ❑ More and more paint companies are recycling excess latex paint (check with the local planning or building department for more information).

Keep fresh concrete and cement mortars out of gutters, storm drains, and creeks

Concrete and cement-related mortars that wash into gutters and storm drains are toxic to fish and the aquatic environment.

- ❑ Locate mortar/stucco mixers inside bermed areas to avoid discharge to street or storm drains.
- ❑ Avoid mixing excess amounts of fresh concrete or cement mortar.
- ❑ Store dry and wet materials under cover, protected from rainfall and runoff.
- ❑ Wash out concrete transit mixers only in designated wash-out areas where the water will flow into settling ponds or onto dirt or stockpiles of aggregate base or sand. Pump water from settling ponds to the sanitary sewer, where allowed. Whenever possible, recycle washout by pumping back into mixers for reuse. Never dispose of washout into the street, storm drains, drainage ditches, or creeks.
- ❑ Whenever possible, return contents of mixer barrel to the yard for recycling. Dispose of small amounts of excess concrete, grout, and mortar in the trash.

Service and maintain portable toilets

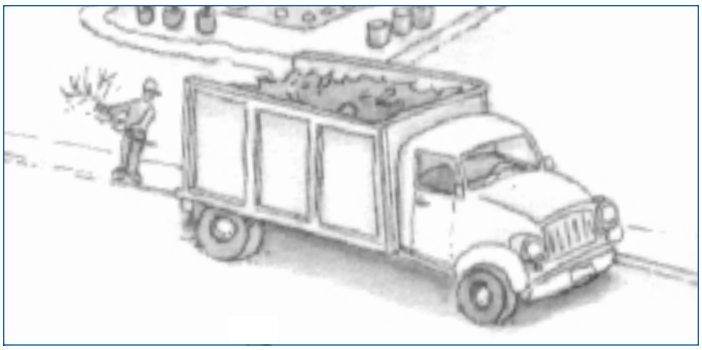
Leaking portable toilets are a potential health and environmental hazard.

- ❑ Inspect portable toilets for leaks.
- ❑ Be sure the leasing company adequately maintains, promptly repairs, and replaces units as needed.
- ❑ The leasing company must have a permit to dispose of waste to the sanitary sewer.
- ❑ Do not place on or near storm drain inlets.

Dispose of cleared vegetation properly

Cleared vegetation, tree trimmings, and other plant material can cause environmental damage if it gets into creeks. Such “organic” material requires large quantities of oxygen to decompose, which reduces the oxygen available for fish and other aquatic life.

- ❑ Do not dispose of plant material in a creek or drainage facility or leave it in a roadway where it can clog storm drain inlets.
- ❑ Avoid disposal of plant material in trash dumpsters or mixing it with other wastes. Compost plant material or take it to a landfill or other facility that composts yard waste (check with the local planning or building department for more information).



Recycle yard waste and tree prunings at a landfill that chips and composts plant material.

Demolition Waste Management

Make sure all demolition waste is properly disposed of

Demolition debris that is left in the street or pushed over a bank into a creek bed or drainage facility causes serious problems for flood control, storm drain maintenance, and the health of our environment. Different types of materials have different disposal requirements or recycling options.

- ❑ Materials that can be recycled from demolition projects include: metal framing, wood, concrete, asphalt, and plate glass.
- ❑ Materials that can be salvaged for reuse from old structures include: doors, banisters, floorboards, windows, 2x4s, and other old, dense lumber.
- ❑ Unusable, unrecycleable debris should be confined to dumpsters, covered at night and during wet weather, and taken to a landfill for disposal.
- ❑ Hazardous debris such as asbestos must be handled in accordance with specific laws and regulations and disposed of as a hazardous waste. For more information of asbestos handling and disposal regulations, contact the Bay Area Air Quality Management District.
- ❑ Arrange for an adequate debris disposal schedule to ensure that dumpsters do not overflow.
- ❑ Most local planning or building departments have lists of recycling and disposal services for construction and demolition debris.

Roadwork and Pavement Construction

Plan roadwork and pavement construction to avoid stormwater pollution

Road paving, surfacing, and asphalt removal happen right in the street, with numerous opportunities for stormwater pollution from the asphalt mix, saw-cut slurry, or excavated material. Properly proportioned asphalt mix and well-compacted pavement avoid a host of water pollution problems.

- ❑ Apply concrete, asphalt, and seal coat during dry weather to prevent contaminants from contacting stormwater runoff.
- ❑ Cover storm drain inlets and manholes when paving or applying seal coat, slurry seal, fog seal, etc.
- ❑ Always park paving machines over drip pans or absorbent materials, since they tend to drip continuously.
- ❑ When making saw-cuts in pavement, use as little water as possible. Cover each catch basin completely with filter fabric during the sawing operation and contain the slurry by placing sand/gravel bags around the catch basin. After the liquid drains or evaporates, shovel or vacuum the slurry residue from the pavement or gutter and remove from site.
- ❑ Wash down exposed aggregate concrete only when the wash water can: (1) flow onto a dirt area; (2) drain onto a bermed surface from which it can be pumped and disposed of properly; or (3) be vacuumed from a catchment created by blocking a storm drain inlet. If necessary, divert runoff with temporary berms. Make sure runoff does not reach gutters or storm drains.
- ❑ Allow aggregate rinse to settle, and pump the water to the sanitary sewer if allowed by your local wastewater authority.
- ❑ Never wash sweepings from exposed aggregate concrete into a street or storm drain. Collect and return to aggregate base stockpile, or dispose with trash.
- ❑ Recycle broken concrete and asphalt (check with the local planning or building department for more information).

Contaminated Ponded Stormwater, Groundwater, and Soil Guidance

Look for ponded stormwater, groundwater, and/or soil contamination

Ponded stormwater, groundwater and soil may become contaminated if exposed to hazardous materials. If any of the following conditions apply, contaminated ponded stormwater, groundwater, and/or soil may be present and pose a potential health and environmental hazard:

- ❑ The project site is in an area of previous commercial/industrial activity;
- ❑ There is a history of illegal dumping on the site or adjacent properties;
- ❑ The construction site is subject to a Superfund, state, or local cleanup order;
- ❑ Ponded stormwater, groundwater and/or water generated by dewatering exhibits an oily-sheen and/or smells of petroleum;
- ❑ Soil appears discolored, smells of petroleum and/or exhibits other unusual properties;
- ❑ Abandoned underground storage tanks, drums, or other buried debris are encountered during construction activities; or
- ❑ Spills have occurred on the site or adjacent properties involving pesticides and herbicides; fertilizers; detergents; plaster and other products; petroleum products such as fuel, oil, and grease; or other hazardous chemicals such as acids, lime, glues, paints, solvents, and curing compounds.

Take appropriate action

Ponded stormwater, groundwater, or water generated by dewatering that is contaminated cannot be discharged to a street, gutter, or storm drain. If contamination is suspected, the water should be contained and held for testing. Call the appropriate local agency and/or the Regional Water Quality Control Board for further guidance (See reference list on the back cover of this booklet for more information).

Remember: The property owner and the contractor share ultimate responsibility for the activities that occur on a construction site. You may be held responsible for any environmental damage caused by your subcontractors or employees.

Pollution Control Agencies and Sources of Information

Storm water quality management programs

Alameda Countywide Clean Water Program
951 Turner Court, Hayward, CA 94545
(510) 670-5543
www.cleanwaterprogram.com

Contra Costa Clean Water Program
255 Glacier Drive, Martinez, CA 94553-4897 (925) 313-2392
(800) NO DUMPING
www.cccleanwater.org

Fairfield-Suisun Urban Runoff Management Program
1010 Chadbourne Road
Fairfield, CA 94534 (707) 429-8930

Marin County Stormwater Pollution Prevention Program
3501 Civic Center Drive, Room 304,
San Rafael, CA 94903 (415) 499-6528
www.mcstoppp.org

San Francisco Stormwater Management Program
3801 3rd Street, Suite 600
San Francisco, CA 94124 (415) 695-7310
http://stormwater.sfwater.org

San Mateo Countywide Stormwater Pollution Prevention Program
555 County Center, Fifth Floor
Redwood City, CA 94063
(650) 363-4305
www.flowstobay.org

Santa Clara Valley Urban Runoff Pollution Prevention Program
699 Town & Country Village
Sunnyvale, CA 94086 (800) 794-2482
www.scvurppp.org

Sonoma County Water Agency
2150 West College Avenue
Santa Rosa, CA 95401
(707) 526-5370
www.scwa.org

Vallejo Sanitation and Flood Control District
450 Ryder Street, Vallejo, CA 94590
(707) 644-8949
www.vsfcd.com

Bay Area Stormwater Management Agencies Association (BASMAA)
1515 Clay Street, Suite 1400,
Oakland, CA 94612 (510) 622-2326
(888)BayWise www.basmaa.org

Agencies to call in the event of a spill

You are required by law to report all significant releases or suspected significant releases of hazardous materials, including oil.

To report a spill, call the following agencies:

1. Dial 911 or your local emergency response number.

2. Call the Governor's Office of Emergency Services Warning Center, (800) 852-7550 (24 hours).

For spills of "Federal Reportable Quantities" of oil, chemicals, or other hazardous materials to land, air, or water, notify the National Response Center (800-424-8802). If you are not sure whether the spill is of a "reportable quantity," call the federal Environmental Protection Agency (800) 424-9340 for clarification.

For further information, see *California Hazardous Material Spill/ Release Notification Guidance* (State Office of Emergency Services, Hazardous Materials Division).

Agencies to call if you find or suspect contaminated soil or groundwater

Regional Water Quality Control Board:

San Francisco Bay Region
(510) 622-2300

Central Valley Region
(916) 255-3000

California Environmental Protection Agency (Cal EPA), Department of Toxic Substances Control (DTSC)
(510) 540-3732

Documents and available resources

From State Water Resources Control Board (SWRCB)
(916) 341-5537
www.swrcb.ca.gov

General Construction Activity Storm Water Permit

From Friends of the San Francisco Estuary
(510) 622-2465
www.abag.ca.gov/bayarea/sfep

Field Manual

Guidelines for Construction Projects

Hold On to Your Dirt – Video

Keep it Clean – Video

From Association of Bay Area Governments (ABAG)
(510) 464-7900
www.abag.ca.gov

Manual of Standards for Erosion and Sediment Control Measures

From Cal EPA, DTSC
(916) 322-3670
www.dtsc.ca.gov

Waste Minimization for the Building Construction Industry - Fact Sheet

From California Stormwater Quality Association (CASQA)
www.cabmphandooks.com

Stormwater Best Management Practice Handbook – Construction

THANKS

BASMAA adapted this booklet from one originally developed and generously shared by the Santa Clara Valley Nonpoint Source Pollution Control Program.

Illustrations by John Finger

Printed on Recycled Paper

Sec. 22.30.010. - Definitions.

The following words and phrases, when used in this article, shall be as defined herein. Words and phrases used in this article and not otherwise defined shall be as defined in the regulations promulgated by the U.S. Environmental Protection Agency to implement the requirements of the federal Clean Water Act, or as defined by the State Water Resources Control Board to implement the California Water Code.

Applicable materials means all materials used in industrial or commercial establishments that are stored outdoors, that may be exposed to storm water, and that have the reasonable potential to degrade the quality of runoff from the site. These include, but are not limited to, all materials containing cadmium, chromium, copper, lead, mercury, nickel, selenium, silver, and zinc, which are pollutants that have specifically been identified as known to contribute to impairment of applicable water quality standards.

Deemed complete means that a project applicant has submitted a development application package for discretionary approval that is determined to be a complete and acceptable application by the development review committee. For public projects (funded and owned by the town), projects are deemed complete if funding has been approved by the town council and construction has been scheduled by October 15, 2003.

Discharge means the discharge, addition, placement, deposit, release or dumping of any pollutant or combination of pollutants to surface waters from any point source. This definition includes, but is not limited to, additions of pollutants into waters from: surface runoff and discharges through pipes, sewers, channels, or other conveyances owned by a state, municipality, or other person which do not lead to a treatment works.

Grease means, and includes, fats, oils, waxes, or other related constituents. Grease may be of mineral origin, including kerosenes, lubricating oil, and road oil. Grease may also be of vegetable or animal origin, including butter, lard, margarine, vegetable fats and oils, fats in meats, cereals, seeds, nuts, and certain fruits. Grease is generally present as, but need not be, a floatable solid, a liquid, a colloid, an emulsion, or in a solution.

Grease generating activity means any commercial or industrial activity that uses or produces grease on an ongoing basis.

Grease removal device means an interceptor or other mechanical device designed, constructed, and intended to remove, hold, or otherwise prevent the passage of grease to the (sanitary sewer or) municipal storm drain system.

Impervious surface means a constructed or modified surface that does not allow rainfall to perc through to the subsoil and thus creates storm water runoff. Impervious surface includes, but is not limited to, building rooftops, pavement, sidewalks, patios, driveways or other hardscape where such surfaces are not constructed with pervious materials and/or are not designed so as to have zero (0) storm water discharge.

Interceptor means a receptacle or trap designed and constructed to intercept, separate, and prevent the passage of prohibited substances into the (sanitary sewer or) municipal storm drain system.

Major development or redevelopment project means a project that creates, adds, or replaces one (1) acre (forty-three thousand five hundred sixty (43,560) square feet) or more of impervious surface, for those project applications that are deemed complete on or after October 15, 2003. For those project applications that are deemed complete on or after April 15, 2005, a major development or redevelopment project means a project that creates, adds, or replaces ten thousand (10,000) square feet or more of impervious surface.

Municipal storm drain system means and includes, but shall not be limited to, those facilities within the municipality by which storm water may be conveyed to waters of the United States, including any roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels or storm drains, which are not part of a publicly owned treatment works (POTW).

NPDES permit means a valid National Pollutant Discharge Elimination System permit issued by the California Regional Water Quality Control Board, San Francisco Bay Region, in accordance with regulations promulgated by the U.S. Environmental Protection Agency to implement the requirements of the federal Clean Water Act.

Pollutants mean and include all sewage, sewage sludge, garbage, biological materials, radioactive materials, and chemical, industrial, and agricultural waste discharged into water.

Project with significant pollution potential means any project determined by the town to be likely to have sources of pollutants on-site and/or to contribute pollutants to stormwater after project completion, based on a review of the proposed uses of or activities planned for the site.

Storm water means all rainfall runoff, surface runoff, and drainage.

Watercourses mean and include all natural waterways and definite channels and depressions in the earth that carry water, even though such waterways may only carry water during rains and storms and may not carry storm water at and during all times and seasons. Watercourses include facilities owned and operated by the Santa Clara Valley Water District.

(Ord. No. 1940, § I, 5-3-93; Ord. No. 2125, § I, 1-20-04)

Sec. 22.30.015. - Requirements for non-storm water discharges.

a) *Discharge prohibition.* No person shall discharge or cause to be discharged into the municipal

storm drain system or watercourses any materials other than storm water. In addition, no person shall discharge or cause to be discharged into the municipal storm drain system or watercourses, any pollutants or waters containing any pollutants that cause or threaten to contribute to a violation of applicable water quality standards. It shall also be unlawful to discharge, or cause to be discharged into any storm drain or natural outlet or channel, any sewage, industrial waste or other polluted waters or materials without a valid NPDES permit or written authority from the U.S. Environmental Protection Agency or its designated enforcement agent.

(b) *Exceptions to discharge prohibition.* The preceding discharge prohibition shall not apply to any discharge that is specifically authorized by an NPDES permit to flow to a storm drain or natural outlet or channel. In addition, the California Regional Water Quality Control Board, San Francisco Bay Region, has determined that the discharge prohibition shall not apply to the following "permissible" activities: water line flushing, landscape irrigation/lawn watering, uncontaminated foundation drains, uncontaminated non-industrial roof drains, irrigation water, uncontaminated groundwater infiltration, residential car washings, flows from fire fighting, flows from potable water sources, and dechlorinated swimming pool waters.

(c) *Protection against accidental discharge.* The owner or operator of a commercial or industrial establishment shall provide reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses. Facilities to prevent accidental discharge of prohibited materials or other wastes shall be provided and maintained at the owner or operator's expense.

(d) *Report of accidental discharges.* Where an accidental discharge of prohibited materials or other wastes has entered the municipal storm drain system or a watercourse, such incident shall be reported to West Valley Sanitation District as soon as possible, but in no event later than twenty-four (24) hours after such a discharge. An accidental discharge of toxics must be reported immediately to Central Fire District—Phone 911. If the accidental discharge of prohibited materials or other wastes emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years. A notice shall be permanently posted in a conspicuous place on the premises of each commercial or industrial establishment advising employees of the department or agency to call in case of such an accidental discharge.

(Ord. No. 1940, § I, 5-3-93)

Sec. 22.30.020. - Water protection.

(a) *Watercourse protection requirements.* Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the

watercourse within the property reasonably free of trash, debris, excessive vegetation, a obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse. The owner or lessee shall not remove healthy bank vegetation beyond that actually necessary for maintenance, nor remove said vegetation in such a manner as to increase the vulnerability of the watercourse to erosion.

(b) *Acts requiring permit.* No person shall commit or cause to be committed any of the following acts unless a written permit has first been obtained from the building and engineering services department:

(1) Discharge into or connect any pipe or channel to a watercourse;

(2) Modify the natural flow of water in a watercourse;

(3) Carry out development within a setback designed in whole or in part to protect a watercourse;

(4) Deposit in, plant in, or remove any material from, a watercourse, including its banks, except as required for necessary maintenance;

(5) Construct, alter, enlarge, connect to, change, or remove any structure in a watercourse; or

(6) Place any loose or unconsolidated material along the side of or within a watercourse or so close to a side as to cause a diversion of the flow, or to cause a probability of such material being carried away by storm water passing through such watercourse.

(Ord. No. 1940, § I, 5-3-93)

Sec. 22.30.025. - Outdoor storage of materials.

(a) *Proper outdoor storage of materials required.* All applicable materials stored outdoors at a commercial or industrial establishment shall be managed in a manner that minimizes the discharge of pollutants to storm water and as is required to meet water quality standards. Establishments covered by the general NPDES permit for storm water discharges "associated with industrial activities" that has been promulgated for Santa Clara County by the California Regional Water Quality Control Board, San Francisco Bay Region, shall address this requirement in applicable provisions of their storm water pollution prevention plan.

(b) *Protection against accidental discharge.* The owner or operator of a commercial or industrial establishment shall provide reasonable protection from accidental discharge of applicable materials to the municipal storm drain system or watercourses. Specifically, secondary containment systems or equivalent measures approved by Building and Engineering Services

Department shall be provided for all applicable materials that are liquids. All facilities to the accidental discharge of applicable materials to the municipal storm drain system and watercourses shall be provided and maintained at the owner or operator's expense.

(c) *Report of accidental discharge to the storm drain.* Where applicable materials have entered the municipal storm drain system or a watercourse due to an accidental discharge at a commercial or industrial establishment, the owner or operator of such establishment shall report such incident to Central Fire Protection District as soon as possible, but in no event later than twenty-four (24) hours after such a discharge. The owner or operator of such establishment shall also retain an on-site written record of all accidental discharges of applicable materials (whether or not such discharge actually entered the municipal storm drain system or a watercourse) and the actions taken to prevent their recurrence. Such records shall be retained for at least five (5) years. A notice shall be permanently posted in a conspicuous place on the premises of each commercial or industrial establishment advising employees of the department or agency to call in case of such an accidental discharge.

(Ord. No. 1940, § I, 5-3-93)

Sec. 22.30.030. - Grease disposal and control.

(a) *Grease disposal prohibited.* No person shall dispose of any grease, or cause any grease to be disposed, by discharge into any drainage piping, (any public or private sanitary sewer), any part of the municipal storm drain system, or any land, street, public way, river, stream, or other watercourse.

(b) *Grease removal device required.* The owner or operator of every newly constructed, remodeled, or converted commercial or industrial establishment with one (1) or more grease generating activities shall install or cause to be installed for each grease generating activity, a grease removal device (of an approved design) for preventing the passage of grease to the municipal storm drain system and watercourses.

(c) *Maintenance of grease removal devices required.* The contents of all grease removal devices shall be removed periodically as necessary to prevent a violation of this chapter. At a minimum, the contents shall be removed every ninety (90) days. All grease removal devices shall be kept in good repair, and shall be maintained in continuous operation at the owner or operator's expense.

(Ord. No. 1940, § I, 5-3-93)

Sec. 22.30.035. - New development/redevelopment.

(a) *Storm water management required for major projects.* Every applicant for a building permit and/or grading permit for a major development or redevelopment project shall identify the potential for storm water to be discharged from the project site following completion of

construction activity and shall demonstrate that the plans, drawings, or specifications fo project include the installation of management techniques, practices, and control measures designed to mitigate the potential adverse impacts of storm water that may be discharged from the project site on an ongoing basis, including storm water treatment measures. In addition, applicants for building and/or grading permits for projects with significant pollution potential may be required to demonstrate that sources of pollutants will be controlled onsite with appropriate measures. The storm water management techniques, practices, and control measures ("mitigation measures") shall be selected, designed, and maintained in accordance with the town's current NPDES storm water discharge permit, and the town's policy for storm water management requirements for new development and redevelopment projects.

(b) *Issuance of permits.* The town shall not issue a building permit or a grading permit for a major development or redevelopment project or a project with significant pollution potential until it has reviewed the mitigation measures proposed by the applicant pursuant to the preceding paragraph and determined that they are sufficient to address the potential adverse impacts of storm water that may be discharged from the project site on an ongoing basis.

(c) *Occupancy.* The town shall not issue a certificate of occupancy for a major development or redevelopment project or a project with significant pollution potential until it has determined that the mitigation measures identified in the building permit and/or the grading permit issued for such project have been adequately implemented and that appropriate arrangements have been made to ensure that these management techniques, practices, and control measures will be maintained on an ongoing basis, in accordance with the town's current NPDES storm water discharge permit and the town's policy for storm water management requirements for new development and redevelopment project.

(Ord. No. 1940, § I, 5-3-93; Ord. No. 2125, § II, 1-20-04)

Sec. 22.30.040. - Enforcement.

(a) *Criminal penalties.* Any person who knowingly violates any provision of this article shall be guilty of a misdemeanor and upon conviction thereof shall be punishable by imprisonment in the county jail for a term not to exceed six (6) months or by a fine not to exceed one thousand dollars ($1,000.00) or by both. Each and every violation of this article shall constitute a separate offense. Every day each such violation continues shall be an additional offense.

(b) *Civil penalties.* Any person who discharges any applicable materials, greases or pollutants into a watercourse or the municipal storm drain system in violations of any provision of this article shall be civilly liable to the Town of Los Gatos in a sum not to exceed two thousand dollars ($2,000.00) per day for each day in which the violation occurs. In determining the amount of such award, the

court shall consider proof of such matters as justice may require. Subsequent or repeate violation, which are not committed contemporaneously with the initial violation, shall be treated as separate cause of action and shall be subject to a separate award of damages.

(c) *Civil liability.* Any person who violates any provision of this article shall be civilly liable to the Town of Los Gatos for all costs, including attorneys fees, associated with the investigation, elimination and remediation of environmental conditions caused by the discharge of pollutants into the municipal storm drain system or a watercourse in violation of this article.

(d) *Remedies cumulative.* The remedies provided for in this article are cumulative and not exclusive and shall be in addition to any and all other remedies available to the Town of Los Gatos under state and federal law.

(Ord. No. 1940, § I, 5-3-93)

Sec. 22.30.045. - Inspection and right of entry.

(a) Whenever deemed necessary to make an inspection to ensure compliance with the requirements of this article or to enforce any provision of this article, or whenever the Town officer or agent, has reasonable cause to believe that there may be any condition upon any property or in any structure that may violate the requirements of this article, the authorized Town officer or agent may enter such property or structure at all reasonable times to inspect the same or to perform any duty imposed upon the Town officer or agent by this article. Should entry be refused, the officer or agent shall have recourse to every remedy provided by law to gain entry.

(b) When a Town officer or agent has first obtained a property inspection or search warrant or other remedy provided by law to secure entry, no person having charge, care or control of any building or property shall fail or neglect after proper request is made as herein provided, to promptly permit entry by the authorized officer or agents. Violation of this subsection shall be a misdemeanor.

(Ord. No. 1990, § II, 10-17-94)

AGREEMENT FOR PROFESSIONAL SERVICES

Materials Testing for 2026 Annual Street Repair and Resurfacing

PREAMBLE

THIS AGREEMENT is by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Ninyo & Moore Geotechnical & Environmental Sciences Consultants ("Consultant"), a Corporation whose address is 5710 Ruffin Road, San Diego, CA 92123. This Agreement is made with reference to the following facts.

I. RECITALS

A. Town desires to engage Consultant to provide materials testing services for the 2026 Annual Street Repair and Resurfacing Project

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

C. 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 the Consultant.

II. AGREEMENT

A. Scope of Services. Consultant shall provide services as described in the Scope of Services, which is hereby incorporated by reference and attached as Exhibit A.

B. Term. The term of this Agreement shall be from upon execution to Thursday, December 31, 2026.

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

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

E. 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 services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless the 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.

F. Compensation: Compensation for Consultant's professional services **shall not exceed $27,290.00** at the rates set forth in Exhibit A which is attached and incorporated by reference. Payment shall be based upon Town approval of each task.

G. Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.
Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:
Invoices: Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655
Email (preferred): AP@losgatosca.gov

H. 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 offices during business hours upon written request of the Town.

I. 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.

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

K. 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.

L. Non-Discrimination. 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

A. Minimum Scope of Insurance:

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

2. 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.

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

4. 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.

B. General Liability:

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

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

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

4. 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.

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

D. Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars ($1,000,000) per accident for bodily injury or disease.

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

IV. GENERAL TERMS

A. 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.

B. 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.

C. Mediation. Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties. In the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a blind draw. The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

D. Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Service Provider. 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.

E. 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.

F. 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

Ninyo & Moore Geotechnical & Environmental Sciences Consultants
5710 Ruffin Road, San Diego, CA 92123

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

G. 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.

H. 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.

Attachments:

A - Ninyo and Moore Proposal

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

TOWN OF LOS GATOS:

SIGNATURE

Chris Constantin

FULL NAME

Town Manager

TITLE

DATE SIGNED

CONSULTANT: NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES

SIGNATURE

Lothus Hennefer

ENTER CONSULTANT SIGNATORY'S NAME

Principal/Construction Services

ENTER CONSULTANT SIGNATORY'S TITLE

DATE SIGNED

Approved as to form:

SIGNATURE

Gabrielle Whelan

FULL NAME

Town Attorney

TITLE

DATE SIGNED

The execution date is the date on which the last party has signed.

Exhibits List

A - Ninyo and Moore Proposal

Exhibit A

Ninyo and Moore Proposal

A SOCOTEC COMPANY

April 2, 2026
Proposal No. 08SJO06-03695

Ms. Janice Chin
Town of Los Gatos
41 Miles Avenue
Los Gatos, California 95030

Subject: Proposal for Materials Testing Services
2026 Annual Street Repair and Resurfacing Project
Various Locations, Los Gatos, California
Project No.: 25-811-9901

Dear Ms. Chin:

In accordance with your request, we are pleased to submit this cost proposal for materials testing services for the 2026 Annual Street Repair and Resurfacing Project in Los Gatos, California. This proposal includes cost estimates based on our review of the project plans and our previous experience with similar projects.

PROPOSED SCOPE OF WORK

Based on our understanding of the proposed construction and our experience with similar projects, we propose to provide the following scope of services:

Materials Testing

- Provide technical consultation during construction including submittal review and respond to requests for information.
- Sampling of hot mix asphalt, slurry emulsion seal coat, asphalt rubber binder and chip aggregate from the job site and batch plant and transportation to our laboratory for testing.
- Conformance testing of aggregate base material including sieve analysis (CT 202), Sand Equivalent (CT 217), Cleanness Value (CT 227), Durability Index (CT 229) and Crushed Particles (CT 205) tests in the laboratory.
- Conformance testing of aggregate base material including Los Angeles Abrasion, Flat Elongated Particle (D 4791) and Fine Aggregate Angularity (CT 234) tests in the laboratory.
- Conformance testing of asphalt concrete material including Film Stripping (CT 302) tests in the laboratory.

NINYO & MOORE, A SOCOTEC COMPANY
2149 O'Toole Avenue, Suite 30 | San Jose, California 95131 | p. 408.435.9000 | www.ninyoandmoore.com

- Screening of spread rate for slurry emulsion seal coat and asphalt rubber binder in accordance with CT339.

Project Management

- Provide project management to include client liaison, work scheduling, quality review, and distribution of test data and daily field inspection reports.
- Preparation of daily field reports documenting items inspected.

ESTIMATED FEE

We propose to perform the scope of services described above, subject to the listed assumptions, on a time-and-materials basis in accordance with the attached Schedule of Fees.

Our fee estimate for the scope of services described for this project is $27,290. Our detailed estimate of fees is attached (Table 1). Should the construction schedule require a lesser or greater amount of services than that estimated herein, the cost will vary accordingly.

We sincerely appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Respectfully submitted,
NINYO & MOORE

Francis Thummasit
Senior Project Manager

Lothus Hennefer, P.E.
Construction Services Manager

FST/LMH/rk

Attachments: Table 1 - Breakdown of Estimated Fee
Schedule of Fees

Table 1 - Breakdown of Estimated Fee								
Compaction Testing								
Senior Technician	Sampling and Compaction Testing of Subgrade Soils and Aggregate Base	110	hours	@	$ 135.00	/hour	$	14,850.00
Laboratory Testing	Gradation (CT 382)	2	tests	@	$ 260.00	/test	$	520.00
Laboratory Testing	Sand Equivalent (CT 217)	2	tests	@	$ 155.00	/test	$	310.00
Laboratory Testing	Moisture Content (CT 370)	2	tests	@	$ 105.00	/test	$	210.00
Laboratory Testing	Crushed Particles (CT 205)	2	tests	@	$ 180.00	/test	$	360.00
Laboratory Testing	Los Angeles Abrasion	2	tests	@	$ 220.00	/test	$	440.00
Laboratory Testing	Flat and Elongated Particle (D 4791)	2	tests	@	$ 230.00	/test	$	460.00
Laboratory Testing	Cleanness Value (CT 227)	2	tests	@	$ 190.00	/test	$	380.00
Laboratory Testing	Fine Aggregate Angularity (CT 234)	2	tests	@	$ 180.00	/test	$	360.00
Laboratory Testing	Durability Index (CT 229)	2	tests	@	$ 205.00	/test	$	410.00
Laboratory Testing	Sieve Analysis (CT 202)	2	tests	@	$ 175.00	/test	$	350.00
Laboratory Testing	Film Stripping (CT 302)	2	tests	@	$ 130.00	/test	$	260.00
Laboratory Testing	Hveem Stability and Unit Weight	2	tests	@	$ 240.00	/test	$	480.00
						Subtotal	**$**	**19,390.00**
Other Charges								
Equipment		110	hours	@	$ 15.00	/hour	$	1,650.00
Vehicle		110	hours	@	$ 15.00	/hour	$	1,650.00
						Subtotal	**$**	**3,300.00**
Geo/Project Assistant	Dispatch	8	hours	@	$ 120.00	/hour	$	960.00
Senior Project Engineer/Manager	Meetings, Project Coordination and Progress Reports	12	hours	@	$ 220.00	/hour	$	2,640.00
Principal Engineer	Project Oversight and Consultation	4	hours	@	$ 250.00	/hour	$	1,000.00
						Subtotal	**$**	**4,600.00**
TOTAL ESTIMATED FEE								**$27,290.00**

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	$ 250
Senior Engineer/Geologist/Environmental Scientist	$ 235
Senior Project Engineer/Geologist/Environmental Scientist	$ 220
Project Engineer/Geologist/Environmental Scientist	$ 210
Senior Staff Engineer/Geologist/Environmental Scientist	$ 200
Staff Engineer/Geologist/Environmental Scientist	$ 180
GIS Analyst	$ 160
Technical Illustrator/CAD Operator	$ 140

Field Staff

Certified Asbestos/Lead Technician	$ 220
Field Operations Manager	$ 150
Nondestructive Examination Technician (UT, MT, LP)	$ 145
Supervisory Technician	$ 140
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	$ 135
Senior Technician	$ 135
Technician	$ 130

Administrative Staff

Information Specialist	$ 120
Geotechnical/Environmental/Laboratory Assistant	$ 120
Data Processor	$ 95

Other Charges

Concrete Coring Equipment (includes technician)	$ 250/hr
Anchor Load Test Equipment (includes technician)	$ 190/hr
GPR Equipment	$ 180/hr
State of California Prevailing Wage Surcharge	$ 30/hr
Inclinometer	$ 100/hr
Hand Auger Equipment	$ 80/hr
Rebar Locator (Pachometer)	$ 25/hr
Vapor Emission Kit	$ 65/kit
Equipment	$ 15/hr
X-Ray Fluorescence	$ 70/hr
PID/FID	$ 25/hr
Air Sampling Pump	$ 10/hr
Field Vehicle	$ 15/hr
Equipment	$ 15/hr
Expert Witness Testimony	$ 450/hr
Direct Expenses	Cost plus 15 %

Special equipment charges will be provided upon request.

Notes

Our field services, are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours. Overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field services that may be subject to prevailing wage in accordance with AB 1768 and Prevailing Wage Determinations, will be subject to a prevailing wage surcharge as shown in our Schedule of Fees. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	$ 190
California Bearing Ratio (CBR), D 1883	$ 550
Chloride and Sulfate Content, CT 417 & CT 422	$ 175
Consolidation, D 2435, CT 219	$ 300
Consolidation, Hydro-Collapse only, D 2435	$ 150
Consolidation – Time Rate, D 2435, CT 219	$ 200
Direct Shear – Remolded, D 3080	$ 350
Direct Shear – Undisturbed, D 3080	$ 300
Durability Index, CT 229	$ 175
Expansion Index, D 4829, IBC 18-3	$ 190
Expansion Potential (Method A), D 4546	$ 170
Geofabric Tensile and Elongation Test, D 4632	$ 200
Hydraulic Conductivity, D 5084	$ 350
Hydrometer Analysis, D 6913, CT 203	$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	$ 120
Moisture Only, D 2216, CT 226	$ 45
Moisture and Density, D 2937	$ 55
Permeability, CH, D 2434, CT 220	$ 350
pH and Resistivity, CT 643	$ 185
Proctor Density D1557, D 698, CT 216, AASHTO T-180	$ 350
Proctor Density with Rock Correction D 1557	$ 400
R-value, D 2844, CT 301	$ 450
Sand Equivalent, D 2419, CT 217	$ 155
Sieve Analysis, D 6913, CT 202	$ 175
Sieve Analysis, 200 Wash, D 1140, CT 202	$ 130
Specific Gravity, D 854	$ 135
Thermal Resistivity (ASTM 5334, IEEE 442)	$ 925
Triaxial Shear, C.D, D 4767, T 297	$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	$ 350
Triaxial Shear, U.U., D 2850	$ 250
Unconfined Compression, D 2166, T 208	$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	$ 70
Brick Compression Test, C 67	$ 55
Brick Efflorescence, C 67	$ 55
Brick Modulus of Rupture, C 67	$ 50
Brick Moisture as received, C 67	$ 45
Brick Saturation Coefficient, C 67	$ 60
Concrete Block Compression Test, 8x8x16, C 140	$ 70
Concrete Block Conformance Package, C 90	$ 500
Concrete Block Linear Shrinkage, C 426	$ 200
Concrete Block Unit Weight and Absorption, C 140	$ 80
Cores, Compression or Shear Bond, CA Code	$ 80
Masonry Grout, 3x3x6 prism compression, C 39	$ 45
Masonry Mortar, 2x2 cylinder compression, C 109	$ 55
Masonry Prism, half size, compression, C 1019	$ 120
Masonry Prism, Full size, compression, C 1019	$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	$ 135
Fireproofing Density Test, UBC 7-6	$ 90
Hardness Test, Rockwell, A 370	$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	$ 250
Mechanically Spliced Reinforcing Tensile Test, ACI	$ 175
Pre-Stress Strand (7 wire), A 416	$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	$ 35
Concrete Mix Design Review, Job Spec	$ 350
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	$ 950
Concrete Cores, Compression (excludes sampling), C 42	$ 130
Drying Shrinkage, C 157	$ 500
Flexural Test, C 78	$ 95
Flexural Test, C 293	$ 95
Flexural Test, CT 523	$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	$ 360
Lightweight Concrete Fill, Compression, C 495	$ 90
Petrographic Analysis, C 856	$ 2,800
Restrained Expansion of Shrinkage Compensation	$ 550
Splitting Tensile Strength, C 496	$ 120
3x6 Grout, (CLSM), C 39	$ 65
2x2x2 Non-Shrink Grout, C 109	$ 65

ASPHALT

Air Voids, T 269	$ 90
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	$ 4,500
Asphalt Mix Design Review, Job Spec	$ 190
Dust Proportioning, CT LP-4	$ 95
Extraction, % Asphalt, including Gradation, D 2172, CT 382	$ 260
Extraction, % Asphalt without Gradation, D 2172, CT 382	$ 160
Film Stripping, CT 302	$ 130
Hveem Stability and Unit Weight D 1560, T 246, CT 366	$ 240
Marshall Stability, Flow and Unit Weight, T 245	$ 250
Maximum Theoretical Unit Weight, D 2041, CT 309	$ 160
Moisture Content, CT 370	$ 105
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	$ 1,000
Slurry Wet Track Abrasion, D 3910	$ 160
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	$ 4,900
Superpave, Gyratory Unit Wt., T 312	$ 110
Superpave, Hamburg Wheel, 20,000 passes, T 324	$ 1,200
Unit Weight sample or core, D 2726, CT 308	$ 110
Voids in Mineral Aggregate, (VMA) CT LP-2	$ 100
Voids filled with Asphalt, (VFA) CT LP-3	$ 100
Wax Density, D 1188	$ 150

AGGREGATES

Clay Lumps and Friable Particles, C 142	$ 190
Cleanness Value, CT 227	$ 190
Crushed Particles, CT 205	$ 180
Durability, Coarse or Fine, CT 229	$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	$ 180
Flat and Elongated Particle, D 4791	$ 230
Lightweight Particles, C 123	$ 180
Los Angeles Abrasion, C 131 or C 535	$ 220
Material Finer than No. 200 Sieve by Washing, C 117	$ 100
Organic Impurities, C 40	$ 100
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	$ 495
Sand Equivalent, T 176, CT 217	$ 130
Sieve Analysis, Coarse Aggregate, T 27, C 136	$ 130
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	$ 150
Sodium Sulfate Soundness, C 88	$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	$ 120
Specific Gravity and Absorption, Fine, C 128, CT 207	$ 180

ROOFING

Roofing Tile Absorption, (set of 5), C 67	$ 250
Roofing Tile Strength Test, (set of 5), C 67	$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 05/19/2026
ITEM NO: 7

DATE: May 19, 2026

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Town Manager to Sign and Submit Grant Applications for the Statewide and Regional Components of the Active Transportation Program Cycle 8 and One Bay Area Grant Program Cycle 4 to Fund Construction of the Highway 17 Bicycle and Pedestrian Overcrossing Project**

RECOMMENDATION: Staff recommends that Town Council take the following actions to support future construction of the Highway 17 Bicycle and Pedestrian Overcrossing Project (4218510-82405, CIP No. 818-0803):

a. Authorize the Town Manager to sign and submit a grant application for Active Transportation Program Cycle 8 (ATP8) for up to $19,953,925 in construction funding through the Statewide and Regional components of that program; and
b. Authorize the Town Manager to sign and submit a grant application for up to $19,953,925 to the One Bay Area Grant Cycle 4 (OBAG4) program.

FISCAL IMPACT:

There is no immediate direct fiscal impact of this action. Preparation of grant applications will be completed using existing staff resources funded through the General Fund (1115201). This action authorizes submission of grant applications to fund construction for the Highway 17 Bicycle and Pedestrian Overcrossing Project (4218510, CIP No. 818-0803) in an amount up to $19,953,925 for each grant.

PREPARED BY: Nicolle Burnham
Parks and Public Works Director

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Administrative Services Director

While the associated local match requirements vary program to program, existing budget appropriations in the CIP Project are expected to meet the minimum match requirement of 11.47% in all scenarios, with 25% matching funds already established. To date, a total of $6,692,210 associated with this project is available for construction match. The specific existing sources of match funding are shown in Table 1:

Table 1. Existing Project Funding Available for Match

General Fund Appropriate Reserve	$	1,468,524
Measure B 2016	$	2,754,900
Transportation Development Act 3	$	2,468,786
TOTAL	**$**	**6,692,210**

Per the 2027 Active Transportation Program Guidelines issues by the California Transportation Commission, the Statewide ATP program does not require the Town to provide matching funds. The Metropolitan Transportation Commission (MTC) would review the regional ATP grant application. MTC staff have indicated that an 11.47% minimum match will be required for the Regional ATP application. The OBAG4 Program will also require a minimum match of 11.47%. The project cost is currently $26,646,135 for 2028 construction (inclusive of design and construction). This suggests a required minimum match requirement of $3,056,312. The match requirement is expected to be met via existing funding allocations noted in Table 1 (4118510, 4218510, 47185101; CIP No. 818-0803).

STRATEGIC PRIORITY:

This action supports the Town's Strategic Priority of Fiscal Stability and Core Goals of Fiscal Stability and Quality Public Infrastructure. The use of grant funds for public works construction reduces the burden on the Town's limited general fund resources. The project will provide a safe bicycle and pedestrian-friendly route to cross Highway 17.

BACKGROUND:

The Highway 17 Bicycle and Pedestrian Overcrossing Project started in Fiscal Year 2019-20 and is the highest priority project in the Town's Bicycle and Pedestrian Master Plan (BPMP). Once constructed, the project will improve bicycle and pedestrian mobility, encourage active transportation, close a major gap in the Town's bicycle network, and enhance safety for all modes of travel on Blossom Hill Road, a high-volume transportation corridor and route to school between Roberts Road West and Roberts Road East. The completed project will provide safer student access to RJ Fisher Middle School and increase safety for transit users accessing stops on Los Gatos Boulevard and North Santa Cruz Avenue.

The project design is being led by the Town with significant funding support from the 2016 Santa Clara Countywide Measure B Program administered by the Valley Transportation Authority (VTA) and design oversight by Caltrans for the portion of the project within Caltrans' Highway 17 right of way. The project design was fully funded through a combination of the 2016 Measure B grant, plus Town Traffic Mitigation and General Fund Appropriated Reserve funding for local matching to the grants. Design completion is expected in the fourth quarter of 2026.

The project design includes:

1. A new 20-foot-wide bicycle/pedestrian bridge over Highway 17 south of the existing Blossom Hill Road overcrossing;
2. Enhanced pathways and sidewalks on the east and west sides of the new bridge to provide access between Roberts Road West and Roberts Road East;
3. Safety enhancements to the Roberts Road East and West intersections at Blossom Hill Road; and
4. Modifications to the existing vehicle and bicycle lane configurations and pedestrian facilities on Blossom Hill Road.

The following is a brief chronology of Town Council actions associated with the project:

- On June 13, 2019, Council authorized the issuance of a Request for Proposals (RFP) for the project's feasibility study and authorized the consultant agreement in an amount not to exceed $234,456. This was paid for using Transportation Impact Fees and Transportation Development Act 3 funding.

- On March 3, 2020, Council approved the project's purpose and need and authorized staff to proceed with design alternatives for a separate bicycle and pedestrian overcrossing.

- On September 1, 2020, at the recommendation of the Town's Complete Streets and Transportation Commission (CSTC), Council adopted the 2020 Bicycle and Pedestrian Master Plan (BPMP) update, which identified this project as a high priority.

- On September 1, 2020, Council approved the feasibility study, directed staff to proceed with final design of a separate 16 to 20 foot wide bridge south of Blossom Hill Road and analyze three bridge types (steel truss, steel arch, and concrete), authorized the submittal of an Active Transportation Program (ATP) grant for construction, and committed up to $1 million in FY23-24 budget funding as a local match for the ATP grant. The ATP Grant application was not successful at that time.

- On December 1, 2020, Council authorized a Measure B grant funding agreement in the amount of $2,754,900 for project design, authorized $946,210 in General Fund budget

as a required local match for the Measure B grant, authorized issuance of an RFP for project design, authorized the consultant agreement in an amount not to exceed $3,000,000, and approved the project's community engagement plan.

- On May 20, 2021, the Town entered into an agreement for consultant services with BKF for project design, including preliminary engineering, environmental review, and final design in an amount not to exceed $3,000,000.

- On November 9, 2022, the Town Council received an update on the project's community outreach activities and the preferred bridge type and approved the concrete box girder as the preferred bridge type for project design.

- On February 9, 2024, the Town Council authorized a first amendment to the agreement with BKF Engineers to provide grant writing services for ATP Cycle 7 and a federal Safe Streets for All Grant. In fall 2024, staff were notified that these applications were not successful.

- On June 17, 2025, the Town Council adopted Resolution 25-039 to receive $2,468,786 in Transportation Development Act Article 3 (TDA3) Funds to support future project construction. The action included the associated revenue budget adjustments to recognize the receipt of the TDA3 funding, and those monies are available for future construction.

DISCUSSION:

Since May 2021, the project team has made significant progress on engineering and environmental review. Staff have continued to engage with project stakeholders for additional input, including the Los Gatos Union School District, Safe Routes to School Program, Complete Streets and Transportation Commission, Arts and Culture Commission, and others.

The project approval and environmental document phase (PAED) of the project has taken longer than expected due to staffing changes at the California Department of Transportation, delaying review of the project through most of 2025. Currently, environmental clearance is complete, and the final design is underway. The project is fully funded through final design and will be shovel-ready by early 2027. The existing TDA3 funding for construction was accepted in June 2025 carries a 2028 spending deadline. An extension can be requested if necessary.

The current estimate of the total construction cost, available funding and current funding gap is show in Table 2.

Table 2. Fiscal Summary Demonstrating Funding Gap[1]

Project Deliver Phase:	Project Approval and Environmental Documents	Plans, Specs, Estimates	Right of Way	Construction, Construction Engineering and Inspection	Total (Design and Construction)
Cost Estimate	$ 1,106,135	$ 2,750,000	$ 58,000	$ 22,732,000	**$ 26,646,135**
Funding Sources					
GFAR	$ 276,534	$ 824,701	$ 58,000	$ 309,289	**$ 1,468,524**
Measure B 2016	$ 829,601	$ 1,925,299			**$ 2,754,900**
TDA3	$ -	$ -		$ 2,468,786	**$ 2,468,786**
Available Funding Total:	**$ 1,106,135**	**$ 2,750,000**	**$ 58,000**	**$ 2,778,075**	**$ 6,692,210**
Funding Gap:	$ -	$ -	$ -	**$ (19,953,925)**	**$ (19,953,925)**

Note: 1. Town expended $147,005 in Transportation Impact Fees and $87,451 in TDA3 funding for Feasibility Study Phase of work. This funding is not reflected in design and construction totals in Table 2.

The Town will need to obtain construction funding prior to advertising the project for construction bids. Based on staff's research and recent communication with the California Transportation Commission (CTC), Metropolitan Transportation Commission (MTC), and Valley Transportation Authority (VTA), staff recommend applying for these grant programs.

The ATP and OBAG program applications will be due in June and July 2026, respectively. The grant applications are competitive and require numerous exhibits, schematics, photo essays, visual simulations, data analyses, and other documents. Much of this information already exists from prior grant applications, and staff will use existing resources to support the applications to the maximum extent possible.

Results of the grant application will be known in late 2026 or early 2027. If the Town is successful in both grant applications, staff will further evaluate the funding and match requirements in more detail and return to the Town Council with a recommendation authorizing the Town Manager to execute the grant agreement that is most financially favorable to the Town.

ALTERNATIVES:

Town Council can recommend that grant applications for the construction phase work not be pursued. If that were to occur staff would complete the design to achieve a shovel ready project and would then place the project on hold pending further Town Council action. If this alternative is selected the Town will need to return the TDA3 funding allocation.

CONCLUSION:

If the Town Council accepts the recommendation, staff will prepare the required applications for the Town Manager's signature. Staff will report back on the outcome of the applications with recommendations on next steps.

COORDINATION:

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

ENVIRONMENTAL ASSESSMENT:

The Town is the lead agency under CEQA. This is a project as defined under CEQA but is statutorily exempt under Section 21080.25. A Notice of Exemption has been filed. Caltrans is the lead agency under NEPA. The project is exempt from NEPA under 23 CFR 771.117(c): activity (c)(3).

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 05/19/2026
ITEM NO: 8

DATE: May 19, 2026

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Adopt a Resolution to Adopt a List of Projects for Fiscal Year 2026-27 Funded by State Senate Bill 1, the Road Repair and Accountability Act of 2017**

RECOMMENDATION: Adopt a resolution adopting a list of projects for Fiscal Year 2026-27 funded by State Senate Bill 1, the Road Repair and Accountability Act of 2017.

FISCAL IMPACT:

The adoption of this resolution does not appropriate funding; however, it is required to maintain eligibility for an estimated $1,917,808 in SB 1 RMRA funds in FY 2026-27. These funds are programmed within the Street Repair and Resurfacing Project (4118101, 411815, 4218119, 4218146, 4218510; CIP No. 811-9901) as part of the FY 2026-27 – 2030-31 Capital Improvement Program.

Failure to adopt and submit the required project list may make the Town ineligible to receive FY 2026-27 SB 1 RMRA funding unless corrected in accordance with California Transportation Commission requirements.

STRATEGIC PRIORITY:

This item addresses the Strategic Priority of prudent fiscal management and aligns with the Core Goals of Fiscal Stability and Quality Public Infrastructure by leveraging external SB 1 funding to maintain roadway conditions, extend pavement life, and reduce long-term capital costs associated with deferred maintenance.

PREPARED BY: Gary Heap
Town Engineer

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Administrative Services Director

BACKGROUND:

State Senate Bill 1, the Road Repair and Accountability Act of 2017, was passed by the State Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide. SB 1 is intended to enable cities and counties to better address significant maintenance, rehabilitation, and safety needs on their local street systems. Maintenance and rehabilitation projects are used to extend the serviceable life of streets. The Town will receive an estimated $1,917,808 in Road Maintenance and Rehabilitation Account (RMRA) funding through SB 1 in FY 2026-27.

Built into the Road Repair and Accountability Act (RMRA) are accountability and transparency measures, including a requirement that a list of all streets proposed to receive RMRA funding be adopted by the applicable governing body at a regular meeting. To comply, the Town Council must adopt a resolution with a list of streets that may receive RMRA funding in the upcoming fiscal year, including a description and the location of each proposed street segment, a proposed schedule for the project's completion, and the estimated useful life of the improvement.

DISCUSSION:

In considering which roads may receive RMRA funding, staff is recommending the Town road segments that carry heavier traffic loads and volumes, such as arterials that may involve more design scope and construction work to repair and maintain compared to other local roadways. Staff prioritized roadway segments based on pavement condition index (PCI), traffic volumes, and cost-effectiveness to maximize lifecycle benefits and maintain the Town's overall pavement network condition. Staff has identified the project segments shown in Table 1 for use of SB 1 funding in FY 2026-27, and upcoming years. Detailed treatment types, estimated useful life, and construction schedules for each segment are included in Attachment 1 (Resolution), consistent with SB 1 reporting requirements.

Table 1. Roadways Where FY 2026-27 SB1 Funds May Be Used

Street	Begin Location	End Location
Albert Ct	Albert Dr	End
Albert Dr	Nino Av	Calfhill Ct
Alberto Wy	Hwy 9	End
Almond Blossom Ln	Harwood Rd	City Limits
Bird Av	Woodland Av	Chester St
Brooklyn Av	Pleasant	Chicago Ave
Calfhill Ct	Albert Dr	End
Chester St	Woodland Av	University Av
Church St	High School Ct	E Main St
Clifton Av	Broadway	End

Cooper Ct	University Av	End
Fisher Av	Roberts Rd	Nino Av
Forrest Av	Roberts Av	Oak Meadow Dr
High School Ct	E Main St	Church St
Lundy Ln	W Main St	End
New York Av	Pleasant St	End (Nw)
Nino Av	Los Gatos Bl	Nino Wy
Nino Wy	Nino Av	End
Ohlone Ct	Roberts Rd	End
Park Av	W. Main St	End
Roberts Rd East	Blossom Hill Rd	Los Gatos Bl
Terrace Ct	Pleasant	End
Woodland Av	Chester St	Wraight Av
Wraight Av	Chester St	Hwy 9

The required work on the identified streets may exceed the available SB 1 funding. Funding from other paving related sources would be required to complete the required paving; in the event that funding is not available the number of streets proposed for repaving would be reduced.

Modifications to the SB 1 funding project list are permitted, and staff may recommend modifications when greater needs for funding emerge; for example, due to winter weather impacts. Construction for the Annual 2026 Street Repair and Resurfacing project is anticipated to start in the summer of 2026.

One important element associated with SB 1 is a continued Maintenance of Effort (MOE) requirement. The MOE is the average discretionary street expenditures of the three base fiscal years as set by SB 1 (FY 2009-10 - FY 2011-12). The MOE requirement is relevant to the Town of Los Gatos because the local funding for routine street maintenance must not be less than the MOE. The Town of Los Gatos MOE is $3,738,858. Staff considers this MOE requirement every year in developing the proposed capital improvement program budget. As an example, the actual street expenditure summary for Fiscal Year 2024-25 was $6.6 million, which exceeds the minimum MOE requirement. As the State continues to refine the calculation and reporting requirements for the MOE, it is important for the Town to sustain historical maintenance funding levels to avoid the risk of losing the annual RMRA appropriation.

CONCLUSION:

Adoption of the recommended resolution would meet the SB 1 RMRA funding requirement to have an adopted project list and allow the continuation of the Town's roadway maintenance through the Capital Improvement Program. SB 1 funding allows the Town to advance pavement

maintenance in a proactive, cost-effective manner, reducing long-term rehabilitation costs and preserving roadway conditions for all users.

COORDINATION:

This staff report was coordinated with the Finance Department.

ENVIRONMENTAL ASSESSMENT:

Adoption of this resolution is not a project as defined by CEQA. The paving work is categorically exempt per CEQA Section 15301, because it involves maintenance of existing roads. The Categorical Exemption will be discussed with the award of the contract.

Attachments:
1. Resolution Adopting a List of Projects for Fiscal Year 2026-27 Funded by the State Senate Bill 1: The Road Repair and Accountability Act of 2017.

RESOLUTION 2026-

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-27 FUNDED BY THE STATE SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our Town are aware of the projects proposed for funding in the community and which projects have been completed each fiscal year; and

WHEREAS, the Town must adopt by resolution a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the Town will receive an estimated $1,917,808 in RMRA funding in Fiscal Year 2026/27 from SB 1; and

WHEREAS, this is the tenth year in which the Town is receiving SB 1 funding and will enable the Town to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the Town used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the highest priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB1 will help the Town maintain and rehabilitate streets throughout the Town this year and similar projects into the future; and

WHEREAS, SB 1 revenue will help the Town maintain and rehabilitate local streets and roads and support continued investment in the Town's roadway system; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure, with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials, and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, BE IT RESOLVED: The foregoing recitals are true and correct, and the following list of projects will be funded in part or solely with Fiscal Year 2026-27 Road Maintenance and Rehabilitation Account revenues:

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Base Bid + Alternate					
Street	**Begin Location**	**End Location**	**Treatment**	**Estimated Useful Life of Treatment**	**Construction Schedule**
Albert Ct	Albert Dr	End	MS	8 Years	Summer 2026
Albert Dr	Nino Av	Calfhill Ct	RC	10 Years	Summer 2026
Alberto Wy	Hwy 9	End	2MO	20 years	Summer 2026
Almond Blossom Ln	Harwood Rd	City Limits	2MO	20 years	Summer 2026
Bird Av	Woodland Av	Chester St	2MO	20 years	Summer 2026
Brooklyn Av	Pleasant	Chicago Ave	4MO	20 years	Summer 2026
Calfhill Ct	Albert Dr	End	RC	10 Years	Summer 2026
Chester St	Woodland Av	University Av	2MO	20 years	Summer 2026
Church St	High School Ct	E Main St	MS	8 Years	Summer 2026
Clifton Av	Broadway	End	2O	20 years	Summer 2026
Cooper Ct	University Av	End	2O	20 years	Summer 2026
Fisher Av	Roberts Rd	Nino Av	MS	8 Years	Summer 2026
Forrest Av	Roberts Av	Oak Meadow Dr	RC	10 Years	Summer 2026
High School Ct	E Main St	Church St	MS	8 Years	Summer 2026
Lundy Ln	W Main St	End	2MO	20 years	Summer 2026
New York Av	Pleasant St	End (Nw)	2MO	20 years	Summer 2026
Nino Av	Los Gatos Bl	Nino Wy	MS	8 Years	Summer 2026
Nino Wy	Nino Av	End	MS	8 Years	Summer 2026
Ohlone Ct	Roberts Rd	End	MS	8 Years	Summer 2026
Park Av	W. Main St	End	2MO	20 years	Summer 2026
Roberts Rd East	Blossom Hill Rd	Los Gatos Bl	MS	8 Years	Summer 2026
Terrace Ct	Pleasant	End	2MO	20 years	Summer 2026
Woodland Av	Chester St	Wraight Av	2MO	20 years	Summer 2026
Wraight Av	Chester St	Hwy 9	2MO	20 years	Summer 2026

KEY:

4MO	4" Mill and Overlay
2MO	2" Mill and Overlay
2O	2" Overlay
RC	Rubber Cape
MS	Seal Micro-Surfacing

DRAFT

DRAFT

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 19th day of May of 2026 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: _____

DRAFT

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 05/19/2026
ITEM NO: 9

DATE: May 19, 2026

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Town Manager to Execute a five-year Agreement with HouseKeys for the Administration of the Town's Below Market Price Affordable Housing Program with a Not to Exceed (NTE) of $750,000.**

RECOMMENDATION: Authorize the Town Manager to execute a five-year agreement with HouseKeys, Inc. for administration of the Town's Below Market Price Affordable Housing Program for the period of July 1, 2026, through June 30, 2031, in an amount not to exceed $750,000, subject to approval as to form by the Town Attorney.

FISCAL IMPACT:

Sufficient funds are available in the Housing In-Lieu Fee deposit account to cover the costs of the services for the Town. The current balance in the deposit account is approximately $3.7 million. These services will cost the Town a total NTE of $750,000 over the five-year period of the agreement. In addition, Housekeys charges fees for transaction-based services directly to the party incurring the service. Examples of this would be rental unit processing fees, which are typically paid for by the developer, ownership resale transaction fees, which are added to the sales price of the home and billed to the homeowner.

STRATEGIC PRIORITY:

This item aligns with the Strategic Priority to preserve the Town's small-town charm and provide a range of housing opportunities and historic neighborhoods, while diligently maintaining and implementing the Housing Element and the Core Goal of Community Character.

PREPARED BY: Alexa Nolder
Administrative Technician

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Administrative Services Director

BACKGROUND:

The BMP Program was initiated in 1976 as a mechanism to increase the supply of housing in Los Gatos that is affordable to low- or moderate- income households. The BMP Program requires developers, when they obtain entitlements, to provide a percentage of the total number of market rate units in a development as affordable housing units. Deed restrictions are recorded on the title of each property to ensure the long-term affordability of the rental and for sale units and to maintain the Town's repurchase option. When new units are made available by a developer or via a resale by an existing owner, the Town's administrator solicits applications from income qualified households and then selects buyers using the Town's adopted preference scoring criteria.

The Town has used an administrator for the BMP Program since July 1999. The Administrator's expertise and knowledge of the United States Department of Housing and Urban Development (HUD) requirements and affordable housing program administration are more extensive than those of Town staff. Additionally, the Town does not have the resources to dedicate the time needed to administer the BMP Program.

Since February 2021, HouseKeys has administered the Town's BMP Program under the direction of the Community Development Department. They have monitored the Town's BMP Program rentals and owner-occupied homes and made sure they were following BMP Program requirements. HouseKeys has also worked with the Town on the sale of homes to BMP qualified applicants, held meetings to inform interested persons, and made sure they were qualified for the BMP Program.

DISCUSSION:

Staff prepared a request for proposals (RFP), distributed it to housing organizations, posted it under the "What's New" page on the Town's website, and posted it on the Town's social media accounts to encourage RFP submittals.

Staff identified that foreclosure prevention, homebuyer education, and buyer financial pre-qualification experience would also be requisite areas of expertise of the successful administrator of the BMP Program. Four organizations submitted proposals, and HouseKeys was selected by staff as the most qualified because of its experience with administration of the Town's BMP Program, affordable for-sale housing and rentals, and affordable housing loans.

HouseKeys was founded in 2015 in the City of Morgan Hill and has been administering affordable housing programs for other municipalities since 2017. They currently administer the BMP Program for the Cities of Morgan Hill, Burlingame, Gilroy, San Ramon, Santa Clara, Hayward, Hollister, Hercules, Mountain View, Lafayette, Scotts Valley, Alameda, Walnut Creek, Discovery Bay, Milpitas, San Jose, Beverly Hills, and Napa.

Staff recommends that the Town contract with HouseKeys for a five-year period for a fixed base annual cost of approximately $150,000 per year from approximately July 1, 2026, to June 30, 2031 (see Attachment 1). Projected transactional costs would also be provided at an additional cost, depending on the volume of those transactions (Exhibit A).

CONCLUSION:

Staff recommends that the Town Council authorize the Town Manager to execute an Agreement with HouseKeys for the administration of the Town's BMP Program under the direction of the Director of Community Development.

COORDINATION:

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

ENVIRONMENTAL ASSESSMENT:

The recommended action is not a project under CEQA Guidelines section 15378 because it authorizes an administrative services agreement and does not have the potential to result in a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. No further CEQA action is required.

Attachments:
1. Draft Agreement with HouseKeys, with Exhibit A, Fee Schedule
2. HouseKeys Proposal for BMP Administrator Services

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AGREEMENT FOR PROFESSIONAL SERVICES

HouseKeys Agreement

PREAMBLE

THIS AGREEMENT is by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and HouseKeys ("Contractor"), a C-Corp, whose address is 111 Deerwood Rd., Suite 200, San Ramon, CA 94583. This Agreement is made with reference to the following facts.

I. RECITALS

A. Town desires to engage Consultant to administer the Town's Below Market Price Affordable Housing Program.

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

C. 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 the Consultant.

II. AGREEMENT

A. Scope of Services. Consultant shall provide services as described in the Scope of Services, which is hereby incorporated by reference and attached as Exhibit A.

B. Term. The term of this Agreement shall be from July 1, 2026 to June 30, 2031.

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

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

E. 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 services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless the 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.

F. Compensation: Compensation for Consultant's professional services shall not exceed the rates set forth in Exhibit A which is attached and incorporated by reference, not to exceed $750,000. Payment shall be based upon Town approval of each task.

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

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

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

H. 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 offices during business hours upon written request of the Town.

I. 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.

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

K. 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.

L. Non-Discrimination. 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

A. Minimum Scope of Insurance.

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

2. 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.

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

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

B. General Liability.

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

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

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

4. 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.

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

D. Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars ($1,000,000) per accident for bodily injury or disease.

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

IV. GENERAL TERMS

A. 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.

B. 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.

C. Mediation. Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties. In the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a blind draw. The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

D. Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Service Provider. 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.

E. 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.

F. 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

HouseKeys, Inc.
111 Deerwood Road, Suite #200
San Ramon, CA 94583

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

G. 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.

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

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

TOWN OF LOS GATOS:

SIGNATURE

Chris Constantin

FULL NAME

Town Manager

TITLE

DATE SIGNED

CONSULTANT: Enter name of Consultant

SIGNATURE

Julius Nyanda

ENTER CONSULTANT SIGNATORY'S NAME

CEO/Program Manager

ENTER CONSULTANT SIGNATORY'S TITLE

DATE SIGNED

Approved as to form:

SIGNATURE

Gabrielle Whelan

FULL NAME

Town Attorney

TITLE

DATE SIGNED

Attest:

SIGNATURE

Wendy Wood

FULL NAME

CMC, Town Clerk

TITLE

DATE SIGNED

The execution date is the date on which the last party has signed.

7. Preliminary Fee Schedule

Preliminary Fee Schedule

HouseKeys proposes a full-service annual contract model for the administration of the Town's Below Market Price (BMP) Program. This model provides comprehensive coverage across administration, ownership and rental activity, compliance, and customer service, while maintaining a single point of accountability and avoiding fragmented, task-based billing.

The proposed annual fee for full-service administration is:

$150,000 per year

This fee is inclusive of all labor, coordination, reporting, meetings, site visits, and routine program administration activities required to operate the Town's BMP Program.

Scope-Based Cost Allocation (For Reference Only)

The following allocation illustrates how resources are distributed across program functions. These categories are not billed separately but reflect the structure of the full-service model.

1. Ownership Program Administration and Asset Management — 35% ($52,500)

- Resale transactions and coordination
- Refinancing, subordination, and payoff requests
- Default, foreclosure, probate, and loss mitigation cases
- Homeowner support and long-term compliance

2. Program Administration and Customer Service — 25% ($37,500)

- Applicant intake and waitlist management
- Program communications (phone, email, web)
- Coordination with Town staff
- Semi-annual reporting

3. Rental Program Administration and Compliance — 20% ($30,000)

- Lease-up and vacancy coordination
- Tenant eligibility verification
- Annual compliance and rent monitoring
- Property manager coordination

4. File Operations and Underwriting Support — 10% ($15,000)

- File preparation and document collection
- Applicant file packaging and workflow management

- Underwriting coordination

5. Program Oversight, Reporting, and System Support — 10% ($15,000)

- Program oversight and escalation management
- Reporting dashboards and performance tracking
- Platform maintenance and continuous improvements

Transaction-Based Fee Structure (Supplemental)

In addition to the annual contract, HouseKeys maintains a standardized fee schedule for transaction-based services . These fees are typically paid by participating parties and may offset program costs to the Town.

Examples include:

- Rental unit processing fees (up to $1,500 per lease, typically paid by developers)
- Rental compliance recertification fees (up to $150 per unit, typically paid by property owners)
- Ownership resale transaction fees (structured as a percentage of sales price)
- Loan processing and refinance fees (paid by homeowners or lenders)

HouseKeys has historically waived or adjusted certain fees depending on program structure and Town preferences, particularly for smaller portfolios or where policy goals warrant flexibility.

Approach to Cost Structure

This combined structure allows the Town to:

- Maintain predictable annual costs
- Reduce administrative burden through a single accountable partner
- Benefit from supplemental transaction-based revenue streams where applicable
- Ensure that both routine administration and complex casework are supported without requiring separate contracts or incremental billing

The proposed fee reflects alignment with HouseKeys' full-service model for jurisdictions managing ownership and rental portfolios, including the increasing complexity of long-term asset management and compliance.

HOUSEKEYS STANDARD FEE SCHEDULE (2026-2027)

Only used with HouseKeys Agency Contracts

#	Description	Fee[1]	Fee Cap / Max	Billed To
1	**Rental Unit Processing Fee (New Construction/Existing Vacancies)** ***1/3rd of Agreed Fee Due Up-Front on New Construction Projects***	Up to $1,500.00 per lease transaction	Up to $1,500 per lease transaction	Developer [Agreement]
2	**Rental Annual Compliance Recertification Process Fee (100% of resident files)**	Up to $150 per unit	Up to $150 per unit	Developer [Agreement]
3	**Project-level Annual Review**	No fee	No fee	No fee
4	**Tenant-level Annual Review (10% of resident files)**	No fee	No fee	No fee
5	**Loan Processing Transaction Fee**	$1,250.00 per transaction[2]	$1,250.00 per transaction	Owner / Lender
6	**Refinance & Document Processing Fee**	$500 per transaction[2]	$500 per transaction	Homeowner [Agreement]
7	**New Ownership Sales Transaction Fee**	Based on Income Category	Moderate $12,500 Low $7,500 Very Low or Lower $5,000	Developer [Agreement]
8	**Ownership Resale Transaction Fee (Full Service w/ distribution to homeowner-chosen listing agent and an assigned buyer's agent)**	6% of New Sales Price	Maximum $36,000.00	Homeowner / Added to Sales Price [Agreement] with payouts to Listing and Sales Agent
9	**Resale Facilitation Fee (Homeowner Chooses their own Agent and runs the process independently)**	Subject to Restriction Agreement	$2,500	Taken from Excess Proceed due to City (if available)
10	**Acquisition and Ownership Resale / Rehab Transaction Fee**	5% of Resale Restriction Price plus 5% of New Sales Price	Maximum $60,000.00	Homeowner / Added to Sales Price [Agreement]
11	**Billing Rate for Projects Outside of Contract Scope**	$250.00 / hour	$250.00 / hour	Up-Front Scope / Agency
12	**E-Certification of Eligibility (Coming Soon)**	$25	$25	Direct-to-Consumer

will be considered new fees. Any legacy legal agreements with fee structures written in the recorded documents will be honored and a discount will be applied, provided HouseKeys agrees.

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HouseKeys
Unlock Opportunity

March 30, 2026

Town of Los Gatos
Community Development Department
110 E. Main Street
Los Gatos, CA 95030
408-354-6872
Planning@losgatosca.gov

Re: Request for Proposal Issued March 2, 2026
Below Market Price Administrative Services
HouseKeys Response Submission

To Whom It May Concern,

HouseKeys appreciates the opportunity to submit this proposal to continue serving as the Town's Below Market Price (BMP) Program Administrator. Since 2021 - and previously in 2015 through prior institutional roles - our team has supported the Town's program across ownership and rental activities, building a detailed understanding of its ordinance, guidelines, recorded agreements, and operational history.

HouseKeys brings over a decade of direct program administration experience across Santa Clara County, having worked with more than half of its jurisdictions as well as the County and Housing Authority. This experience has provided a practical understanding of how affordable housing programs operate over time—through staff transitions, changing market conditions, and increasingly complex compliance environments. Our work is grounded not only in policy interpretation, but in day-to-day execution across transactions, compliance, and asset management.

Our approach to program administration is rooted in continuity, accountability, and continuous improvement. Over the past year, HouseKeys has refined its operating model to strengthen cross-functional delivery across homeownership, rental, and community finance programs. This includes enhancements to reporting, file operations, and program documentation, as well as ongoing coordination with Town staff on opportunities such as updated agreements, owner guidance, and onboarding processes. Our proprietary platform—developed and maintained by an in-house, U.S.-based engineering team—supports this work through continuous updates informed by real-world program activity.

HouseKeys is committed to serving as a long-term administrative partner to the Town, capable of managing both routine program activity and complex scenarios that arise within deed-restricted portfolios. Our goal is to deliver consistent outcomes while preserving institutional knowledge and supporting the Town's evolving housing objectives.

HouseKeys has reviewed the Town's standard Consultant Services Agreement and finds it acceptable, with no requested exceptions at this time.

We appreciate the opportunity to continue this partnership and look forward to supporting the Town of Los Gatos in the next phase of its BMP Program.

Sincerely,

Julius Nyanda
CEO/Program Manager
HouseKeys Inc (a California C-Corporation)
111 Deerwood Road, Suite 200, San Ramon, CA 94546
julius@housekeys.org / 408-684-8202

2.Review of Scope of Services

I. Opening: Alignment with the Town's Scope and Program Continuity

HouseKeys appreciates the opportunity to continue supporting the Town of Los Gatos in the administration of its Below Market Price (BMP) Program. The Scope of Services outlined in this Request for Proposals reflects the full lifecycle of a BMP program, encompassing applicant intake, ownership transactions, rental compliance, and ongoing administration. HouseKeys is uniquely positioned to deliver across this full scope as the Town's current administrator since 2021, with key team members having administered the program as early as 2015 through prior institutional roles.

This continuity has provided HouseKeys with a working knowledge of the Town's ordinance, guidelines, recorded agreements, and operational practices, while maintaining consistent service delivery through staff transitions and evolving program needs. HouseKeys also brings direct experience working with developers active in the Town's pipeline, including Robson Homes, City Ventures, and SummerHill Homes, supporting alignment between Town requirements, developer timelines, and program implementation. This work is supported by HouseKeys' fully in-house software platform and U.S.-based engineering team, enabling continuous refinement of program delivery based on real-time user activity and feedback.

II. Administration Services

HouseKeys will serve as the primary point of contact for the Town's BMP Program, managing applicant waiting lists, responding to all program inquiries, and distributing program materials for prospective buyers and renters. Communication is handled through phone, email, and web-based systems, with multilingual support provided as needed. While the Scope references maintaining waiting lists, HouseKeys manages this function as an active applicant pipeline, ensuring that applicants remain prepared and informed as opportunities arise. HouseKeys' platform is continuously improved through in-house engineering, supporting both applicant experience and staff visibility.

HouseKeys will maintain and apply all governing program documents, including the Town's ordinance, resolutions, and implementing guidelines, incorporating updates as policies evolve. Semi-annual reports will be prepared in coordination with Town staff, alongside ongoing administrative support and program advisory services as requested. HouseKeys is actively advancing its reporting capabilities through ongoing enhancements to its proprietary platform, including dashboards that track inventory, projects, applicant activity, selection processes, and annual compliance. These tools are designed to provide clearer visibility into program performance and emerging risks, supporting more informed decision-making by Town staff. These functions are supported by a multidisciplinary team with experience in program design, compliance, and real estate operations, ensuring that policies are translated into consistent and enforceable outcomes.

III. Housing Unit Sales Services (Ownership Program Lifecycle)

HouseKeys will manage the full ownership process, including pricing support, preparation of sales schedules, marketing and outreach to interested buyers, and application intake and review. Applications will be evaluated for completeness, eligibility verified, and applicants ranked in accordance with Town criteria prior to submission for Town approval. In September 2025, HouseKeys established a dedicated File Operations Cohort focused exclusively on applicant file processing. This team manages the preparation and packaging of applicant files as they move through selection processes, ensuring that submissions are complete, organized, and ready for

underwriting. This structure improves processing efficiency, reduces delays, and supports consistent e[illegible] determinations.

HouseKeys will coordinate all aspects of the transaction process, including communication with escrow, lenders, and agents, facilitation of deed restriction recordation, and support for prospective buyers through education and open house coordination. Post-sale, HouseKeys will manage refinancing requests, subordinations, and resale preparation, as well as investigate and address defaults as needed. The team includes professionals with experience in escrow, lending, and asset management, and has managed complex scenarios including probate, bankruptcy, and foreclosure, ensuring that the Town's interests are protected throughout the lifecycle of each unit.

IV. Rental Housing Services

HouseKeys will manage the rental process for BMP units, including advertising available units, coordinating with property owners and managers, and supporting tenant placement. HouseKeys will verify the eligibility of prospective tenants using current income guidelines and ensure consistent application of program requirements.

HouseKeys will conduct annual compliance monitoring, including income recertification and verification that rent levels remain within allowable limits. HouseKeys will also advise property owners and managers on BMP requirements and ensure consistent enforcement of program rules. Through experience across multiple jurisdictions and property management structures, HouseKeys provides stable oversight that maintains compliance despite operational changes over time.

V. Integrated Program Delivery

HouseKeys administers the Town's BMP Program as an integrated system connecting applicant intake, ownership and rental activity, and ongoing compliance. This approach reduces fragmentation, ensures consistency across program components, and supports coordinated management of both existing inventory and future opportunities.

This structure is supported by HouseKeys' fully owned software platform, developed and maintained by an in-house, U.S.-based engineering team that deploys continuous updates based on user activity and feedback. The platform provides real-time visibility into program activity and supports flexibility for the Town in determining how functions such as waitlist management are administered over time.

VI. Full-Service Delivery Model

HouseKeys provides a full-service model that integrates administration, transactions, compliance, and customer service within a single accountable structure, reducing administrative burden on Town staff.

This model also allows HouseKeys to take on complex, non-routine work as part of program administration, including foreclosure resolution, probate coordination, and other challenges within existing homeownership portfolios. HouseKeys has extensive experience managing these scenarios and approaches each case with the goal of preserving program integrity and protecting the Town's long-term interests. This capability reflects over a decade of continuous refinement focused on delivering reliable and efficient program administration.

VII. Closing: Outcomes to the Town

HouseKeys provides the Town with a stable and experienced administrative partner capable of managing current program responsibilities and future activity. The combination of operational continuity, integrated service delivery, and ongoing refinement supports consistent program outcomes while reducing administrative burden on Town staff.

HouseKeys' approach preserves institutional knowledge, maintains compliance across long-term affordability requirements, and adapts to evolving program needs over time, supporting the Town's broader housing objectives.

3.Experience and Expertise

I. Direct Experience with the Town of Los Gatos and Santa Clara County

HouseKeys has served as the Town of Los Gatos' Below Market Price (BMP) Program Administrator since 2021, with key members of the team having administered the program as early as 2015 through prior institutional roles. This continuity has provided HouseKeys with direct experience operating under the Town's ordinance, guidelines, and recorded agreements, while maintaining consistency through staff transitions and evolving program needs. In Los Gatos, HouseKeys has also worked through complex foreclosure and probate cases, demonstrating its ability to manage difficult, real-world scenarios within both homeownership and rental program contexts.

More broadly, HouseKeys has administered programs for more than half of the cities in Santa Clara County and has also worked on behalf of the County of Santa Clara and in coordination with the Housing Authority of Santa Clara County. This experience includes work with the cities of Morgan Hill, Campbell, Santa Clara, Los Gatos, Mountain View, San Jose, and Milpitas. While not all jurisdictions are current clients, the experience gained across these programs has provided a deep understanding of how local housing policies are implemented, interpreted, and sustained over time within the County.

II. Full Lifecycle BMP Program Administration Experience

Across Santa Clara County, HouseKeys has administered programs spanning ownership, rental, and mixed portfolios, often under varying policy frameworks and levels of institutional capacity. In Morgan Hill, HouseKeys has supported a 40-year-old BMR homeownership program across more than 80 subdivisions, while also assisting the City in launching its first inclusionary rental program. In Campbell, HouseKeys worked to bring the City's ownership portfolio into compliance, including coordination on legal cases tied to program enforcement.

In Santa Clara, HouseKeys supported the City's BMP program under two separate contracts—initially focused on rental programs and later expanding into homeownership administration following the transition of a prior administrator. In Mountain View, HouseKeys has administered both ownership and rental programs and continues to serve as the City's administrator. HouseKeys has also recently been engaged by the City of Milpitas, further expanding its active presence within the County.

This body of work reflects experience across the full lifecycle of program activity, including intake, selection, transactions, compliance, and long-term portfolio management, often under conditions requiring program stabilization, transition, or expansion.

III. Ownership Program Expertise

HouseKeys' ownership experience is grounded in direct administration of long-standing deed-restricted portfolios, including programs with layered agreements and evolving policy frameworks. The team has extensive experience interpreting and enforcing resale restriction agreements, deeds of trust, promissory notes, and other affordability instruments commonly used across Santa Clara County.

In addition to standard resale and purchase transactions, HouseKeys has managed complex ownership scenarios involving refinancing, subordination, probate, bankruptcy, and distressed sales. This work often requires

coordination across legal counsel, lenders, escrow officers, and heirs, as well as careful interpretation of recorded documents to preserve affordability requirements. Through this experience, HouseKeys has developed the ability to navigate complex casework while maintaining consistency, compliance, and protection of long-term program integrity.

IV. Rental and Mixed-Income Program Expertise

HouseKeys has extensive experience administering Below Market Price rental programs, including inclusionary and mixed-income units that are not supported by traditional subsidy structures. This work requires consistent interpretation of local guidelines, coordination with property managers, and ongoing verification of tenant eligibility and rent compliance.

Across jurisdictions such as Mountain View and Santa Clara, HouseKeys has worked within multifamily environments where BMP units exist alongside market-rate and other regulated units, requiring clear differentiation of rules and consistent enforcement. This often includes aligning property management practices with recorded affordability requirements, particularly in cases where operational procedures evolve over time or change with new ownership or management. Through this experience, HouseKeys has developed a practical approach to maintaining compliance while working collaboratively with property managers and owners.

V. Transaction Complexity and Asset Management Experience

A significant portion of HouseKeys' experience involves managing complex and non-routine cases that arise within long-term affordability programs. These include foreclosure proceedings, probate cases, bankruptcy filings, insurance issues, and other distressed scenarios that impact ownership units and, in some cases, rental occupancy.

HouseKeys has worked through these situations across multiple jurisdictions, including recent cases in Los Gatos, requiring coordination with legal counsel, lenders, escrow officers, heirs, and other stakeholders. This work often extends beyond standard administrative tasks and requires careful interpretation of recorded agreements, timelines, and legal obligations. HouseKeys approaches these cases with the goal of preserving affordability, protecting the jurisdiction's interests, and resolving issues in a manner that is both compliant and practical.

VI. Multidisciplinary In-House Team

HouseKeys' experience is supported by a multidisciplinary, in-house team that brings together expertise across housing program administration, real estate transactions, and financial analysis. This includes team members with backgrounds in escrow coordination, mortgage lending—including lending on deed-restricted properties—asset management, and real estate brokerage.

These capabilities are embedded within the organization rather than outsourced, allowing HouseKeys to respond more effectively to both standard program activity and complex casework. This structure also supports consistency in how policies are interpreted and applied, as well as continuity in service delivery across jurisdictions and over time.

VII. Proprietary Technology Platform and Continuous Improvement

HouseKeys has developed and maintains a fully proprietary software platform designed specifically fo affordable housing program administration. Unlike many platforms that are licensed or adapted from third-party systems, HouseKeys' platform is owned and continuously improved by an in-house, U.S.-based engineering team that deploys updates on a regular basis.

This platform supports applicant intake, selection processes, file management, and compliance tracking, and is informed by a large and active user base. HouseKeys continues to enhance its capabilities, including the development of reporting dashboards that provide visibility into inventory, projects, applicant activity, selection outcomes, and compliance status. This ongoing investment reflects a long-term commitment to improving both user experience and administrative efficiency.

VIII. Jurisdictional Experience and Scale

HouseKeys' experience across Santa Clara County is complemented by work in multiple jurisdictions with varying program sizes and structures. This includes long-term engagements, program transitions, and support for jurisdictions at different stages of program maturity.

This breadth of experience has exposed HouseKeys to a wide range of program designs, operational challenges, and policy frameworks, allowing the team to apply lessons learned across jurisdictions while adapting to the specific needs of each agency. While HouseKeys has experience throughout California, its concentration in Santa Clara County provides a particularly strong foundation for supporting the Town of Los Gatos.

IX. Developer and Market Alignment

HouseKeys has worked with a range of developers active in Santa Clara County, including Robson Homes, City Ventures, and SummerHill Homes. This experience includes coordinating program requirements during project delivery, supporting marketing and selection processes, and ensuring that affordability requirements are implemented in alignment with local policies.

This familiarity with both developer workflows and municipal requirements allows HouseKeys to serve as an effective intermediary, aligning timelines, expectations, and compliance requirements across parties. This is particularly valuable as jurisdictions prepare for new development activity and seek to ensure smooth program implementation from entitlement through occupancy.

X. Closing: Overall Qualifications

HouseKeys' experience reflects a combination of local continuity, technical depth, and operational scale within Santa Clara County. The organization has administered programs across multiple jurisdictions, managed complex transactions and compliance scenarios, and developed systems and processes designed to support long-term program sustainability.

This experience, combined with a multidisciplinary team and continued investment in platform and process improvements, positions HouseKeys to support the Town of Los Gatos with both immediate program needs and long-term program stewardship.

4.Qualifications of Key Personnel

Qualifications of Key Personnel

HouseKeys' team structure reflects over a decade of program administration experience, including recent refinements to strengthen continuity, cross-functional competency, and long-term service delivery. In 2021, HouseKeys established a dedicated rental team to support expanding program activity. Following staff turnover in 2024 and 2025, HouseKeys restructured its operations to ensure that expertise is shared across all program types—homeownership, rental, and community finance—rather than concentrated within a single team. This unified operating model reduces dependency on any one individual or specialization and ensures consistent program administration over time.

Julius Nyanda, Founder and CEO, serves as Chief Project Manager and maintains oversight of program delivery, policy alignment, and escalated matters. Christopher Jue serves as Project Lead and has played a central role in advancing HouseKeys' integrated operating model. Since joining in 2021, he has grown into the role of Director of Operations and Marketing and leads coordination across program functions, ensuring alignment between operations, communication, and system improvements.

Christina Enriquez leads asset management, onboarding of new projects, and complex casework, including loss mitigation, foreclosure, and probate matters, working closely with Town staff on these efforts. Mandy Israde manages day-to-day program operations and serves as a primary point of coordination across workflows. Danielle De La Torre leads the Customer Service team, overseeing a four-person group that manages phone and email communication across extended hours, including evenings and weekends, ensuring consistent responsiveness to applicants and participants.

HouseKeys' Lead Administration Team includes Underwriters Kamala Loving and Martin Vergara, who are responsible for eligibility determinations and compliance reviews across ownership and rental programs. Andrew Stebbins supports marketing and outreach efforts while also assisting with rental underwriting. In 2025, HouseKeys established a dedicated File Operations Cohort, led by Jenna Ross, to manage applicant file processing and preparation for underwriting, improving consistency and throughput across selection processes.

HouseKeys is committed to maintaining continuity of key personnel throughout the duration of this engagement. The organization's team-based structure and shared operating model are designed to ensure that program knowledge, workflows, and service delivery remain stable, even as the program evolves over time.

5.Disclosure of Litigation and Discipline

Disclosure of Litigation and Discipline

HouseKeys has not been disciplined or censured by any regulatory body in its 11 years of operation.

From time to time, HouseKeys has been named in or involved in litigation related to the administration of affordable housing programs. These matters have typically arisen from broader disputes between program participants, developers, or other parties, rather than from deficiencies in HouseKeys' performance. In response to this exposure, HouseKeys has developed both in-house and outside legal support to ensure that matters are handled appropriately and in coordination with client agencies.

Within the past five years, HouseKeys has been involved in a limited number of cases. In 2025, HouseKeys was named in a lawsuit arising from a dispute between a city and a developer regarding compliance with an affordable housing agreement. The developer countersued and included HouseKeys in the action. Based on HouseKeys' documentation, testimony, and coordination with counsel, HouseKeys was dismissed from the case prior to final judgment. The court ultimately ruled in favor of the City, and the matter has since been resolved.

In 2024, HouseKeys was involved in a case initiated by a tenant following eviction for non-compliance with program requirements. HouseKeys provided documentation and testimony supporting the program's enforcement actions. The court dismissed the tenant's claims, and the matter was subsequently settled, including repayment of a portion of legal costs.

HouseKeys is not currently involved in any active litigation. Additional details can be provided upon request, subject to confidentiality considerations related to legal proceedings.

ATTACHMENT 2 - REFERENCES

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

BELOW MARKET PRICE ADMINISTRATIVE SERVICES

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

1.

City of Morgan Hill	17575 Peak Avenue, Morgan Hill, CA 95037
Name of Agency	Agency Address
John Lang	Housing and Economic Mobility Director
Contact Name	Contact Title
408-310-4637	john.lang2@morganhill.ca.gov
Contact Telephone	Contact Email Address
2015 to Present (Latest 6/27/24 to 6/30/28)	$2,489,095
Contract Period	Contract Amount

Homeownership, Rental, and Community Finance programs. Full Service Program Administrator

providing end-to-end administration across all three inventory types from new construction pipeline to portfolio asset management.

Description of services performed including costs.

2.

City of Mountain View	500 Castro St, Mountain View, CA 94041
Name of Agency	Agency Address
Anna Reynoso	Housing Program Lead
Contact Name	Contact Title
650-903-6475	Anna.Reynoso@mountainview.gov
Contact Telephone	Contact Email Address
2022 to Present (Latest 6/1/25 to 6/30/26)	$150,000 Annual
Contract Period	Contract Amount

Homeownership and Rental. Full Service Program Administrator

providing end-to-end administration across all three inventory types from new construction pipeline to portfolio asset management.

Description of services performed including costs.

3.

City of Gilroy	7351 Rosanna Street, Gilroy, CA 95020
Name of Agency	Agency Address
Christie Thomas	Housing and Community Services Manager
Contact Name	Contact Title
408-846-0209	christie.thomas@cityofgilroy.org
Contact Telephone	Contact Email Address
2017 to 6/30/2026 (former client)	$180,000 Annual
Contract Period	Contract Amount

Homeownership, Rental, and Community Finance Programs. Full Service Contract.

Term ends June 30, 2026.

Description of services performed including costs.

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

Signature of Proposer	Julius Nyanda	3/30/26
	Name	Date

7. Preliminary Fee Schedule

Preliminary Fee Schedule

HouseKeys proposes a full-service annual contract model for the administration of the Town's Below Market Price (BMP) Program. This model provides comprehensive coverage across administration, ownership and rental activity, compliance, and customer service, while maintaining a single point of accountability and avoiding fragmented, task-based billing.

The proposed annual fee for full-service administration is:

$150,000 per year

This fee is inclusive of all labor, coordination, reporting, meetings, site visits, and routine program administration activities required to operate the Town's BMP Program.

Scope-Based Cost Allocation (For Reference Only)

The following allocation illustrates how resources are distributed across program functions. These categories are not billed separately but reflect the structure of the full-service model.

1. Ownership Program Administration and Asset Management — 35% ($52,500)

- Resale transactions and coordination
- Refinancing, subordination, and payoff requests
- Default, foreclosure, probate, and loss mitigation cases
- Homeowner support and long-term compliance

2. Program Administration and Customer Service — 25% ($37,500)

- Applicant intake and waitlist management
- Program communications (phone, email, web)
- Coordination with Town staff
- Semi-annual reporting

3. Rental Program Administration and Compliance — 20% ($30,000)

- Lease-up and vacancy coordination
- Tenant eligibility verification
- Annual compliance and rent monitoring
- Property manager coordination

4. File Operations and Underwriting Support — 10% ($15,000)

- File preparation and document collection
- Applicant file packaging and workflow management

- Underwriting coordination

5. Program Oversight, Reporting, and System Support — 10% ($15,000)

- Program oversight and escalation management
- Reporting dashboards and performance tracking
- Platform maintenance and continuous improvements

Transaction-Based Fee Structure (Supplemental)

In addition to the annual contract, HouseKeys maintains a standardized fee schedule for transaction-based services . These fees are typically paid by participating parties and may offset program costs to the Town.

Examples include:

- Rental unit processing fees (up to $1,500 per lease, typically paid by developers)
- Rental compliance recertification fees (up to $150 per unit, typically paid by property owners)
- Ownership resale transaction fees (structured as a percentage of sales price)
- Loan processing and refinance fees (paid by homeowners or lenders)

HouseKeys has historically waived or adjusted certain fees depending on program structure and Town preferences, particularly for smaller portfolios or where policy goals warrant flexibility.

Approach to Cost Structure

This combined structure allows the Town to:

- Maintain predictable annual costs
- Reduce administrative burden through a single accountable partner
- Benefit from supplemental transaction-based revenue streams where applicable
- Ensure that both routine administration and complex casework are supported without requiring separate contracts or incremental billing

The proposed fee reflects alignment with HouseKeys' full-service model for jurisdictions managing ownership and rental portfolios, including the increasing complexity of long-term asset management and compliance.

HOUSEKEYS STANDARD FEE SCHEDULE (2026-2027)

Only used with HouseKeys Agency Contracts

#	Description	Fee[1]	Fee Cap / Max	Billed To
1	**Rental Unit Processing Fee (New Construction/Existing Vacancies)** ***1/3rd of Agreed Fee Due Up-Front on New Construction Projects***	Up to $1,500.00 per lease transaction	Up to $1,500 per lease transaction	Developer [Agreement]
2	**Rental Annual Compliance Recertification Process Fee (100% of resident files)**	Up to $150 per unit	Up to $150 per unit	Developer [Agreement]
3	**Project-level Annual Review**	No fee	No fee	No fee
4	**Tenant-level Annual Review (10% of resident files)**	No fee	No fee	No fee
5	**Loan Processing Transaction Fee**	$1,250.00 per transaction[2]	$1,250.00 per transaction	Owner / Lender
6	**Refinance & Document Processing Fee**	$500 per transaction[2]	$500 per transaction	Homeowner [Agreement]
7	**New Ownership Sales Transaction Fee**	Based on Income Category	Moderate $12,500 Low $7,500 Very Low or Lower $5,000	Developer [Agreement]
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9	**Resale Facilitation Fee (Homeowner Chooses their own Agent and runs the process independently)**	Subject to Restriction Agreement	$2,500	Taken from Excess Proceed due to City (if available)
10	**Acquisition and Ownership Resale / Rehab Transaction Fee**	5% of Resale Restriction Price plus 5% of New Sales Price	Maximum $60,000.00	Homeowner / Added to Sales Price [Agreement]
11	**Billing Rate for Projects Outside of Contract Scope**	$250.00 / hour	$250.00 / hour	Up-Front Scope / Agency
12	**E-Certification of Eligibility (Coming Soon)**	$25	$25	Direct-to-Consumer

will be considered new fees. Any legacy legal agreements with fee structures written in the recorded documents will be honored and a discount will be applied, provided HouseKeys agrees.

ATTACHMENT 1 - CONFLICT OF INTEREST STATEMENT

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

BELOW MARKET PRICE ADMINISTRATIVE SERVICES

The undersigned declares:

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

No other relationships have an impact on this contract or Project.

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

No other clients have an impact on this contract or Project

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

Furthermore, if there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same

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

I, on behalf of the Proposer, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 30th of March 2026 [date], at San Ramon [city], California [state].

HouseKeys Inc.
Proposer Name (Person, Firm, Corp.)

CEO
Title of Authorized Representative

111 Deerwood Road, Suite 200
Address

Julius Nyanda, CEO, HouseKeys, Inc.
Name of Authorized Representative

San Ramon, CA 94583
City, State, Zip

3/30/2026
(Date)

(Signed)

HouseKeys Organizational Design and Structure

Executive Leadership

Strategy and Execution to focus on a combined Hi-Tech & Hi-Touch approach to Program Administration

Julius Nyanda
CEO

Customer Service

Dedicated Front-Line Customer Service Team, Email & Phone Management
Title: Customer Service Specialist

- **Kimberly Aranda**
- **Charish Bravo**
- **Irene Laguna**
- **Stephen Basa**

Lead Administration

Program Design, Account Management, and Relationship Management serving a network of:

- Local Government Agencies
- Developer / Homebuilders
- Property Managers
- Real Estate Agents
- Loan Officers
- Housing Counselors

- **Mandy Israde** — Operations Manager
- **Christina Enriquez** — Asset & Transaction Manager
- **John Ash** — Real Estate Project Manager
- **Kamala Loving** — Program Underwriter
- **Martin Vergara** — Program Underwriter
- **Andrew Stebbins** — Associate Marketing & Communications Manager
- **Daniel De La Torre** — Customer Service & Outreach Manager

Christopher Jue
Director, Operations & Marketing

Kunal Bohra
Chief Technology Officer

Technology & Data Team

Design, Build, and Support the Proprietary Software -Driven HouseKeys Program Operating System (HouseKeys OS)

- **Nathan Hermen** — Lead Engineer
- **Vincci Wu** — Product Designer
- **Henry Mann** — Front-End Engineer
- **Parash Maharjan** — Quality Assurance Engineer
- **Sanjay V** — Infrastructure & Security

Operations Cohort

Roseville Cohort #1
September 2025

4 to 6 Teammates working daily with assigned files

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 05/19/2026
ITEM NO: 10

DATE: May 14, 2026

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Town Manager to Execute a Five-Year Agreement with W. Jeffrey Heid, Landscape Architect, to Provide Landscape Architecture Consultant Services to the Town.**

RECOMMENDATION: Authorize the Town Manager to execute an agreement with W. Jeffrey Heid, Landscape Architect, to provide landscape Architecture consultant services to the Town.

FISCAL IMPACT:

When a development project requires review of its landscaping plans under the Water Efficient Landscape Ordinance (WELO), that review is performed by a licensed landscape architect, and the cost is paid by the project applicant. The typical consultant review deposit for a single-family home is $2,000.00. The actual cost is based on the scope of work and the consultant's fee schedule (see Attachment 1, Exhibit A). These services do not result in a direct cost to the Town's General Fund or other Town operating funds. Costs are fully recovered through applicant deposits and fees.

STRATEGIC PRIORITY:

This action is not associated with a strategic priority.

BACKGROUND:

In 1992, the Town adopted a Water Efficient Landscape Ordinance (WELO) pursuant to State requirements. As required by the State, landscape plans subject to review under WELO, are required to be reviewed by licensed professionals.

PREPARED BY: Alexa Nolder
Administrative Technician

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Administrative Services Director

The Town distributed a Request for Proposal (RFP) on March 2, 2026, and received three proposals from Landscape Architecture consultants. Through the selection process, Mr. Heid was chosen to continue to serve as the Landscape Architecture consultant for the Town, based on the quality of the proposal, the cost to provide services, and past services provided.

DISCUSSION:

The Landscape Architecture Consultant serves in a similar capacity to other Town peer review Consultants, such as architects, arborists, and geotechnical and environmental consultants. Typical
Landscape Architecture Consultant tasks include the following:

- Working on special studies or projects, including: preparation of a checklist for required content for landscape plans and irrigation reports for application pages; and
- Evaluating landscape and irrigation plans for development proposals for conformance with the WELO, including review of: landscape water budget components; soil assessment and management; landscape maintenance; identifying recommendations and conditions of approval for landscape water reduction; and project monitoring.

Mr. Heid has been a licensed Landscape Architect in the State of California since 1982, and a certified Landscape Irrigation Auditor since 1987. He has made it a priority to stay current with updates to the WELO, including changes that are forthcoming from the Department of Water Resources, with continuing education. Since 2011, he has performed over 160 landscape plan reviews for the Town and has been providing auditing services for certain projects upon request.

CONCLUSION:

Staff recommends that the Town Council authorize the Town Manager to execute an agreement (Attachment 1) with W. Jeffrey Heid, Landscape Architect, under the direction of the Director of Community Development.

COORDINATION:

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

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Draft Agreement with W. Jeffrey Heid with Exhibit A, Fee Schedule
2. Consultant Proposal for W. Jeffrey Heid

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AGREEMENT FOR PROFESSIONAL SERVICES

W. Jeffrey Heid Agreement

PREAMBLE

THIS AGREEMENT is by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and W. Jeffrey Heid ("Consultant"), a sole proprietor, whose address is 1465 Winzer Place, Gilroy, CA 95020. This Agreement is made with reference to the following facts.

I. RECITALS

A. Town desires to engage Consultant to provide consulting landscape and irrigation auditor professional services.

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

C. 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 the Consultant.

II. AGREEMENT

A. Scope of Services. Consultant shall provide services as described in the Scope of Services, which is hereby incorporated by reference and attached as Exhibit A.

B. Term. The term of this Agreement shall be from July 1, 2026 to June 30, 2031.

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

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

E. 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 services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless the 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.

F. Compensation. Compensation for Consultant's professional services shall not exceed the rates set forth in Exhibit A which is attached and incorporated by reference. Payment shall be based upon Town approval of each task.

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

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

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

H. 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 offices during business hours upon written request of the Town.

I. 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.

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

K. 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.

L. Non-Discrimination. 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

A. Minimum Scope of Insurance.

1. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. 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.
3. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Service Provider agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
4. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than one million dollars ($1,000,000) which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

B. General Liability.

1. The Town, its elected and appointed officials, employees, and agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant and premises owned or used by the Consultant.
2. The Consultant's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurances maintained by the Town, its officers, officials, employees, or agents shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees, or agents.

4. 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.

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

D. Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars ($1,000,000) per accident for bodily injury or disease.

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

IV. GENERAL TERMS

A. 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.

B. 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.

C. Mediation. Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties. In the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a blind draw. The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

D. Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Service Provider. 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.

E. 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.

F. 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

W. Jeffrey Heid
1465 Winzer Place
Gilroy, CA 95020

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

G. 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.

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

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

TOWN OF LOS GATOS:	CONSULTANT: Enter name of Consultant
SIGNATURE	**SIGNATURE**
Chris Constantin	W. Jeffrey Heid
FULL NAME	**ENTER CONSULTANT SIGNATORY'S NAME**
Town Manager	Owner
TITLE	**ENTER CONSULTANT SIGNATORY'S TITLE**
DATE SIGNED	**DATE SIGNED**

Approved as to form:

SIGNATURE

Gabrielle Whelan

FULL NAME

Town Attorney

TITLE

DATE SIGNED

Attest:

SIGNATURE

Wendy Wood

FULL NAME

CMC, Town Clerk

TITLE

DATE SIGNED

The execution date is the date on which the last party has signed.

Timeline

I will be the project manager and only person involved in providing plan check and auditing services. As I am self-employed, I am able to manage my schedule as needed to provide these services within the required 10-day time frame.

When a new project is received, I typically review the plans briefly for completeness and return the signed Authorization the same or next day. I then schedule a site visit within the next two to three days and then begin my plan review.

The number of hours to complete a plan check review depends on the size and complexity of the project. The amount of time needed is also determined on whether corrections are required and if a second or third review of the plans are required based on the findings of the initial plan check.

Samples of Work/References

Attached are three examples of WELO plan checks along with one audit report. I also include Attachment 2 for Reference.

Disclosure of Litigation/Discipline

I am not now, nor have I ever been involved in any litigation or disciplinary measures for my work as either a Landscape Architect or Certified Landscape Irrigation Auditor.

Insurance Coverage

Included here is the current Certification of Insurance I have naming the Town of Los Gatos as the holder. I also include a copy of my current vehicle insurance policy. As noted earlier in this RFP, I do not need to carry workmen's compensation.

Preliminary Fee Schedule

For a relatively simple single-family residence with full approval based on the initial application, I typically average between five and six hours for site visit, plan review and report. For more complex projects which require corrections and a second review, the hours have increased to 9-12 hours. My fee is based on a modified hourly rate of $175.00. This is an increase since 2021 of $25.00/hour. With the fixed plan check fee program the Town of Los Gatos has, I don't believe I have ever needed the full amount of the allotted fee to complete a review.

Typical Services Summary (based on $175.00/hour)

- Download of plans, signing of authorization form and brief review of plans: (averages between 0.5 – 1.5 hours) $87.50 - $262.50
- Site visit with travel to and from and on-site time: (averages between 2.0 – 2.5 hours) $350.00 - $437.50

- Plan review, calculations, and plan markup:
  (averages between 1.5 – 5 hours) $262.50 - $875.00
- Preparation of preliminary or final plan check report:
  (averages 0.5 to 1.0 hours) $87.50 - $175.00

Average total hours required: (4.5 – 10.0 hours) $787.50 - $1,750.00

Additional time as needed:

- Download of modified plans and plan check:
  (averages between 0.5 and 3.0 hours) $87.50 - $525.00
- Preparation of final plan check report:
  (averages 0.5 - 1.0 hours) $175.00

Average total additional hours required: (1.0 – 4.0 hours) $175.00 - $700.00

For auditing services, I require that the approved plans be sent to me prior to scheduling the audit and that the contractor who installed the work be present at the field audit. Scheduling of the field audit can be influenced by the availability of the contractor and access to the site. I use a fixed fee program for this service which is based on anticipated time in the field, preparation of my report and whether a second visit is necessary to review any corrections. My fee has averaged between $750.00 and $1,250.00 depending on number of site visits and project size.

For special projects, I am happy to provide whatever is needed. I have previously been asked by planning staff to help in their understanding of the ordinance through a brief presentation and Q & A time. For this type of service, I do not charge for my time.

Thank you,

3/5/26

W. Jeffrey Heid — Date
Landscape Architect
Certified Irrigation Consultant

W. JEFFREY HEID/LANDSCAPE ARCHITECT
1465 Winzer Place, Gilroy, Ca. 95020
408 691-5207 wjheidasla@gmail.com

March 5, 2026

Town of Los Gatos
Community Development Department
Planning Division
110 E. Main Street
Los Gatos, Ca. 95030

Re: RFP – Town of Los Gatos – WELO Proposal
(For Plan Review and Auditing Services in Compliance with the MWELO)

To the Planning Division of the Town of Los Gatos:

Thank you for the opportunity to provide this letter of interest for this position with the Town of Los Gatos. This is a position I have held for the past 14 years and am interested in continuing to provide these services.

Conservation of our natural resources is something I have been interested in my entire career, with water conservation being as critical now as it has been the past 50 years. As we experience periodic drought cycles and more demands on our water resources, it is more important than ever that we as landscape professionals, as well as business and homeowners, be good stewards when it comes to conserving water.

Through good landscape design and enforcement of the MWELO, the public is not only better educated and informed, but landscapes are more successful.

Another critical influence is the increasing number of wildfires. Landscape designs, especially within Wildland Urban Interface zones, must also address current and evolving protection measures. The built landscape must focus on, and be a part of our review and approval process.

In my review of the town's contract template as presented within the RFP, it is acceptable to this office with no exceptions or change requests to the contract provisions.

I would be happy to answer any questions and provide additional information upon request.

Regards,

W. Jeffrey Heid
Landscape Architect
Certified Irrigation Auditor

ATTACHMENT 1 - CONFLICT OF INTEREST STATEMENT

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

LANDSCAPE ARCHITECT AND IRRIGATION AUDITOR CONSULTING SERVICES

The undersigned declares:

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

Do not have any financial, business or other relationships with the Town of Los Gatos.

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

None of my clients have any financial interest in the outcome of this contract and will not have any impact.

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

Furthermore, if there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same

work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one proposal for the same work will cause the rejection of all proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider proposals from participants in such collusion.

I, on behalf of the Proposer, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 3/5/26 [date], at Gilroy [city], California [state].

W. Jeffrey Heid/Landscape Architect
Proposer Name (Person, Firm, Corp.)

Owner
Title of Authorized Representative

1465 Winzer Place
Address

W. Jeffrey Heid
Name of Authorized Representative

Gilroy, Ca. 95020
City, State, Zip

3/5/26
(Date)

(Signed)

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

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

LANDSCAPE ARCHITECT AND IRRIGATION AUDITOR CONSULTING SERVICES

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

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

> I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

W. Jeffrey Heid/Landscape Architect

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Owner

Name & Title of Authorized Representative

3/5/26

Date of Signing

Note: I do not have any employees, nor will I use the services of anyone else in the performance of the duties of this position. Thus I do not carry Workmen's Compensation.

Town of Los Gatos – WELO Proposal

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LANDSCAPE ARCHITECT AND IRRIGATION AUDITOR CONSULTING SERVICES

Prepared by W. Jeffrey Heid Landscape Architect/Certified Irrigation Consultant
March 5, 2026

1) Cover Letter

2) Certification Forms – Attachments 1 and 3

3) Project Approach/Scope of Services

4) Experience and Expertise

5) Qualifications

6) Timeline

7) Samples of Work/References

    a. Los Gatos Lodge
    b. Los Gatos Green
    c. Englewood/Wayman Residence
    d. Friedman Audit
    e. Attachment 2

8) Disclosure of Litigation/Discipline

9) Insurance Coverage

    a. General Liability Policy
    b. Vehicle Policy

10) Preliminary Fee Schedule

Certification Forms

Included here are the completed certification forms as required by the Town of Los Gatos. In reference to each form:

Attachment 1 – Conflict of Interest

I have not and do not have any financial, business or other relationships with the Town of Los Gatos which would impact my providing these services. Each year I complete and submit California Form 700, stating that I do not have any economic interests with the Town of Los Gatos.

Attachment 2 – References

I include three references, which include the Town of Los Gatos and City of Saratoga where I currently provide WELO plan checking services. I also include a private company whom I have provided landscape auditing services.

Attachment 3 – Insurance Coverage

I renew annually a general liability policy through The Hartford Group and directly through Schenone Insurance Services which identifies the Town of Los Gatos as a certificate holder.

I am self-employed and have no employees, thus I do not carry Workmen's Compensation insurance.

My vehicle insurance is through Mercury Insurance and is also directly through Schenone Insurance services.

Project Approach/Scope of Services

My role as WELO Plan Checker is to make sure that the intent of the landscape and irrigation designs meet and are in compliance with the requirements of the Water Efficient Landscape Ordinance and Town of Los Gatos. Unless it affects compliance, it is not my role to comment on the applicant's design approach or to impress my own personal design philosophies.

For each project I first visit the site to get a better understanding of sun/shade issues, slope, existing trees, etc., all of which can influence a design. This can be key in my understanding the designer's approach when it comes to working with native trees and landscaping, neighboring properties, as well as wildland fire protection and proposed defensible spaces where appropriate.

I am always open to speaking with an applicant or designer about the WELO requirements prior to their submission of plans. Either to answer any questions about what is expected or for me to better understand their approach with the landscape design.

My approach with all plan checks includes:

1) Initial review of all drawings in the plan set to confirm that the submittal documents are complete.
2) A review of the proposed landscaped area to confirm or determine whether it qualifies for a Prescriptive compliance, or must meet the Performance method of compliance.
3) Check of the proposed plant palette to confirm that the WUCOLS, or water need, rating of all plants has been provided.
4) Mark up of the planting plan to identify the location of low, water and medium water need plants, and to look for any conflicts with mixed water need groupings.
5) Review of the proposed hydrozones to see that they match with the proposed plant palette and water need mix.
6) Review of the water budget calculations for the performance method to see that the calculations are correct.
7) Review of the irrigation design to confirm that the proposed equipment and application methods conform to the WELO requirements and the size of the project.
8) Verification that any special landscape areas, gardens, pools, water features, artificial turf, gray water use, etc. are appropriately defined and identified.
9) Check that a soil management report and/or notes referencing soil preparation are included.
10) If the project is within a wildland urban interface zone, to review and comment on proposed wildfire defense measures.
11) Preparation of a plan check report identifying either compliance with the WELO, or corrections which must be made to the plans. Forward to the project planner via email.
12) Review of modified plans as needed, based on initial plan check comments and compliance.

If a project has been deemed incomplete, or requires corrections, I am happy to go over what is needed with the applicant before they resubmit modified plans.

Experience and Expertise

In my private practice as a Landscape Architect, I also must address the local and state WELO requirements through my designs in other Bay Area cities. It is here where I have found different, and sometimes more challenging interpretations of the ordinance, requiring that I have flexibility in my thinking and approach. This has helped me become better in my own design work, as well as in my review and interpretation of the work of other designers.

I have made it a priority to stay current with updates to the WELO and other related ordinances, including forthcoming modification to the WELO from the Department of Water Resources. I attend various educational seminars which most recently includes: the Valley Water Landscape Summit; review of AB 1572 regarding proposed lawn restrictions; Firescape training, along with an annual MWELO for Plan Checkers and Inspectors training as presented by Rescape California. All these are very current topics and critical to the recent environmental changes we are seeing in California.

Over the past 14 years I have prepared over 160 WELO plan checks for the Town of Los Gatos. In addition to the Town of Los Gatos, I perform similar services for the City of Saratoga. I also provide field auditing services for homeowners, builders and contractors throughout the Bay Area and prepare written audit reports as a third party.

Recent project examples in the Town of Los Gatos include:

Sisters Court Neighborhood
Los Gatos Lodge Property
983 University Avenue
Various Single-Family Homes
La Terra Ct. Neighborhood
15349 – 15367 Los Gatos Boulevard
Santella Drive Neighborhood

Qualifications

I have been licensed as a Landscape Architect in the State of California since 1982. I was originally certified as a Landscape Irrigation Auditor back in 1987. This was renewed in 2008 and every year since through the Irrigation Association.

W. Jeffrey Heid/Landscape Architect #2235
408 691-5207 wjheidasla@gmail.com
Certified Landscape Irrigation Auditor through the Irrigation Association
Bay Friendly/Rescape California Certified
EPA WaterSense Partner and QWEL

Town of Los Gatos and City of Saratoga references:
Sean Mullin/Town of Los Gatos
Erin Walters/Town of Los Gatos
Chris Riordan/City of Saratoga 408 868-1235
Cindy McCormick/City of Saratoga 408 868-1232
John Cherbone/City of Saratoga 408 868-1241

Timeline

I will be the project manager and only person involved in providing plan check and auditing services. As I am self-employed, I am able to manage my schedule as needed to provide these services within the required 10-day time frame.

When a new project is received, I typically review the plans briefly for completeness and return the signed Authorization the same or next day. I then schedule a site visit within the next two to three days and then begin my plan review.

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Included here is the current Certification of Insurance I have naming the Town of Los Gatos as the holder. I also include a copy of my current vehicle insurance policy. As noted earlier in this RFP, I do not need to carry workmen's compensation.

Preliminary Fee Schedule

For a relatively simple single-family residence with full approval based on the initial application, I typically average between five and six hours for site visit, plan review and report. For more complex projects which require corrections and a second review, the hours have increased to 9-12 hours. My fee is based on a modified hourly rate of $175.00. This is an increase since 2021 of $25.00/hour. With the fixed plan check fee program the Town of Los Gatos has, I don't believe I have ever needed the full amount of the allotted fee to complete a review.

Typical Services Summary (based on $175.00/hour)

- Download of plans, signing of authorization form and brief review of plans: (averages between 0.5 – 1.5 hours) $87.50 - $262.50
- Site visit with travel to and from and on-site time: (averages between 2.0 – 2.5 hours) $350.00 - $437.50

- Plan review, calculations, and plan markup:
  (averages between 1.5 – 5 hours) $262.50 - $875.00
- Preparation of preliminary or final plan check report:
  (averages 0.5 to 1.0 hours) $87.50 - $175.00

Average total hours required: (4.5 – 10.0 hours) $787.50 - $1,750.00

Additional time as needed:

- Download of modified plans and plan check:
  (averages between 0.5 and 3.0 hours) $87.50 - $525.00
- Preparation of final plan check report:
  (averages 0.5 - 1.0 hours) $175.00

Average total additional hours required: (1.0 – 4.0 hours) $175.00 - $700.00

For auditing services, I require that the approved plans be sent to me prior to scheduling the audit and that the contractor who installed the work be present at the field audit. Scheduling of the field audit can be influenced by the availability of the contractor and access to the site. I use a fixed fee program for this service which is based on anticipated time in the field, preparation of my report and whether a second visit is necessary to review any corrections. My fee has averaged between $750.00 and $1,250.00 depending on number of site visits and project size.

For special projects, I am happy to provide whatever is needed. I have previously been asked by planning staff to help in their understanding of the ordinance through a brief presentation and Q & A time. For this type of service, I do not charge for my time.

Thank you,

3/5/26

W. Jeffrey Heid — Date
Landscape Architect
Certified Irrigation Consultant

W. JEFFREY HEID/LANDSCAPE ARCHITECT
1465 Winzer Place, Gilroy, Ca. 95020
408 691-5207 wjheidasla@gmail.com

October 22, 2025

Town of Los Gatos
110 E. Main Street
Los Gatos, CA. 95031

Attn: Sean Mullin
Re: 50 Los Gatos-Saratoga Road
Landscape/WELO Documentation Package Review

Dear Sean,
I have reviewed the landscape plans for this project, as prepared by Van Dorn Abed, Landscape Architects, dated 7/31/25. My review is based on the State of California Model Water Efficient Landscape Ordinance (MWELO – Effective December 1, 2015) and Town of Los Gatos requirements. Based on this version of the ordinance and my review of the plans provided, I find the application to be incomplete at this time. There are some very minor items which need to be addressed along with a more important issue. The applicant needs to update the landscape plans as follows:

1) There are a couple instances where medium water need plants are located within a low water need hydrozone. Control valve circuits A 25 and A 28 are specific examples. The medium need plants in these zones (Carex pansa and Zantedeschia aethiopica) shall be removed from these zones.
2) A mix of low and medium water need trees may be irrigated via the same circuit, but not very low and medium trees. There are a number of instances where as an example, very low Cercis occidentalis is on the same circuit as medium Lophostemon confertus, or very Quercus agrifolia is with medium Gingko bioloba. These shall be separated, or a change in the tree variety made to be more compatible.
3) Provide a basic irrigation schedule as required by the WELO.

A) Prior to final approval of the project, a Certificate of Completion shall be submitted to the Town of Los Gatos. This shall include:
   a. Irrigation audit and report of the installed landscape, prepared by a third party.
   b. A reduced and waterproofed copy of the irrigation plan located within each controller box.
   c. All completion forms filled out and signed.

Modifications to the plans shall be clouded with a revision date and a letter included identifying the changes made. Questions may be addressed to my office at 408 691-5207, or wjheidasla@gmail.com.

Regards,

W. Jeffrey Heid/Landscape Architect
Certified Landscape Irrigation Auditor

W. JEFFREY HEID/LANDSCAPE ARCHITECT
1465 Winzer Place, Gilroy, Ca. 95020
408 691-5207 wjheidasla@gmail.com

October 22, 2025

Town of Los Gatos
110 E. Main Street
Los Gatos, CA. 95031

Attn: Sean Mullin
Re: 50 Los Gatos-Saratoga Road
Landscape/WELO Documentation Package Review

Dear Sean,
I have reviewed the modified landscape plans for this project, as prepared by Van Dorn Abed, Landscape Architects, dated 11/7/25. Based on my initial review dated October 22, 2025 and these revised plans, I find the WELO application to be complete.

A) Prior to final approval of the project, a Certificate of Completion shall be submitted to the Town of Los Gatos. This shall include:
   a. Irrigation audit and report of the installed landscape, prepared by a third party.
   b. A reduced and waterproofed copy of the irrigation plan located within each controller box.
   c. All completion forms filled out and signed.

Questions may be addressed to my office at 408 691-5207, or wjheidasla@gmail.com.

Regards,

W. Jeffrey Heid/Landscape Architect
Certified Landscape Irrigation Auditor

W. JEFFREY HEID/LANDSCAPE ARCHITECT
1465 Winzer Place, Gilroy, Ca. 95020
408 691-5207 wjheidasla@gmail.com

October 27, 2025

Town of Los Gatos
110 E. Main Street
Los Gatos, CA. 95031

Attn: Sean Mullin
Re: 15349-15367 Los Gatos Blvd./Los Gatos Green
Landscape/WELO Documentation Package Review

Dear Sean,

I have reviewed the landscape plans for this project, as prepared by Roach and Campbell, Landscape Architects, dated 6/4/25. My review is based on the State of California Model Water Efficient Landscape Ordinance (MWELO – Effective December 1, 2015) and Town of Los Gatos requirements. Based on this version of the ordinance and my review of the plans provided, I find the application to be incomplete. The following items shall be addressed by the applicant:

1) While the majority of the proposed planting and hydrozones appear to medium water need, please identify the hydrozone locations on the planting plan and note which irrigation valves correspond to each zone.
2) Spray and rotor type sprinkler heads may not be placed within 24” of an impervious surface such as walks. Please either relocate the heads or provide information that the adjacent pavement slopes towards the lawn or retention zone.
3) While a soil fertility analysis has been required in the project specifications, add the following note to the plan, (“Incorporate 4 cy of approved compost per 1000 sf, 6” into native soil, unless otherwise dictated by the soils analysis.”)
4) Provide a general landscape maintenance schedule on the plan.

A) Prior to final approval of the project, a Certificate of Completion shall be submitted to the Town of Los Gatos. This shall include:
   a. Irrigation audit and report of the installed landscape, prepared by a third party.
   b. A reduced and waterproofed copy of the irrigation plan located within each controller box.
   c. All completion forms filled out and signed.

The applicant shall cloud all revisions to the plan and provide a detailed response letter. Questions may be addressed to my office at 408 691-5207, or wjheidasla@gmail.com.

Regards,

W. Jeffrey Heid/Landscape Architect
Certified Landscape Irrigation Auditor

W. JEFFREY HEID/LANDSCAPE ARCHITECT
1465 Winzer Place, Gilroy, Ca. 95020
408 691-5207 wjheidasla@gmail.com

November 26, 2025

Town of Los Gatos
110 E. Main Street
Los Gatos, CA. 95031

Attn: Sean Mullin
Re: 15349-15367 Los Gatos Blvd./Los Gatos Green
Landscape/WELO Documentation Package Review

Dear Sean,

I have reviewed the modified landscape plans for this project, as prepared by Roach and Campbell, Landscape Architects with a revision date of 11/5/25. Based on my previous WELO review dated 10/27/25 and these revised plans, I find the WELO application to be complete.

Prior to final occupancy, a Certificate of Completion shall be submitted to the Town of Los Gatos. This shall include:

a. Irrigation scheduling parameters used to set the controller.
b. Irrigation audit report, prepared by a third party.
c. A diagram of the irrigation plan showing the hydrozones, which shall be kept with the controller.

Any questions can be directed to me at wjheidasla@gmail.com, or 408 691-5207.

Regards,
W. Jeffrey Heid/Landscape Architect
Certified Landscape Irrigation Auditor

1)

W. JEFFREY HEID/LANDSCAPE ARCHITECT
1465 Winzer Place, Gilroy, Ca. 95020
408 691-5207 wjheidasla@gmail.com

May 13, 2025

Town of Los Gatos
110 E. Main Street
Los Gatos, CA. 95031

Attn: Maria Chavarin
Re: 16457 Englewood Avenue/Wayman Residence
Landscape/WELO Documentation Package Review

Dear Maria,

I have reviewed the landscape plans for this project, as prepared by Contour Landscape Architecture, dated 6/20/24. My review is based on the State of California Model Water Efficient Landscape Ordinance (MWELO – Effective December 1, 2015) and Town of Los Gatos requirements. Based on this version of the ordinance and my review of the plans provided, I find the application to be incomplete at this time. The applicant needs provide additional information and update the landscape plans as follows:

1) An irrigation plan shall be provided identifying the application methods and proposed equipment which meet the local and state WELO requirements.
2) A hydrozone plan shall be included which specifically notes the area each hydrozone covers. Please note that low and medium water need plants may be located in the same hydrozone, but the zone will be considered and calculated as the higher of the two. Also note that very low and medium water need plants may not be within the same zone.
3) A soil fertility analysis and soil preparation recommendations shall be provided to the Town of Los Gatos prior to planting.
4) Both the proposed Rose and Citrus are considered medium water need plants. As needed, the water budget shall be recalculated based on these updates.
5) Add the note, “Incorporate 4 cy of compost per 1000 sf, 6” into native soil unless otherwise dictated by the soil fertility analysis.” to the plan.

A) Prior to final approval of the project, a Certificate of Completion shall be submitted to the Town of Los Gatos. This shall include:
   a. Irrigation audit and report of the installed landscape, prepared by a third party.
   b. A reduced and waterproofed copy of the irrigation plan located within each controller box.
   c. All completion forms filled out and signed.

Questions may be addressed to my office at 408 691-5207, or wjheidasla@gmail.com.

Regards,

W. Jeffrey Heid/Landscape Architect
Certified Landscape Irrigation Auditor

W. JEFFREY HEID/LANDSCAPE ARCHITECT
1465 Winzer Place, Gilroy, Ca. 95020
408 691-5207 wjheidasla@gmail.com

October 9, 2025

Town of Los Gatos
110 E. Main Street
Los Gatos, CA. 95031

Attn: Maria Chavarin
Re: 16457 Englewood Avenue/Wayman Residence
Landscape/WELO Documentation Package Review

Dear Maria,

I have reviewed the recently modified landscape plans for this project (Sheets L 3 and L 5), as prepared by Contour Landscape Architecture, with no revision date on the plans, but the response letter is dated 9/22/25. Based on these revised plans and my previous plan check dated 9/4/25, there are still some items which need to be addressed. Thus, the application continues to be incomplete.

1) The response comments note that tree bubblers will not be used on the project, however, on sheet L 5 a note calls out for all trees 24" box size and larger to be irrigated with bubblers. Please provide clarity on which method is to be used as all trees are specified as 24" box.
2) The area of Festuca rubra proposed in the front yard appears to be irrigated via pop up spray heads, however, there is no specific product specified within the irrigation legend. Please provide additional information.
3) Unless found on a detail on another sheet, please note/call out the proposed atmospheric vacuum breaker to match with the specified Irritrol control valves.

Questions may be addressed to my office at 408 691-5207, or wjheidasla@gmail.com.

Regards,

W. Jeffrey Heid/Landscape Architect
Certified Landscape Irrigation Auditor

W. JEFFREY HEID/LANDSCAPE ARCHITECT
1465 Winzer Place, Gilroy, Ca. 95020
408 691-5207 wjheidasla@gmail.com

November 5, 2025

Town of Los Gatos
110 E. Main Street
Los Gatos, CA. 95031

Attn: Maria Chavarin
Re: 16457 Englewood Avenue/Wayman Residence
Landscape/WELO Documentation Package Review

Dear Maria,

I have reviewed the recently modified landscape plans for this project (Sheets L 3 and L 5), as prepared by Contour Landscape Architecture, with no revision date on the plans, but the response letter is dated 10/24/25. Based on these revised plans and my previous two plan check dated 9/4/25 and 10/9/25, I find the WELO application to be complete.

A) Prior to final approval of the project, a Certificate of Completion shall be submitted to the Town of Los Gatos. This shall include:
   a. Irrigation audit and report of the installed landscape, prepared by a third party.
   b. A reduced and waterproofed copy of the irrigation plan located within each controller box.
   c. All completion forms filled out and signed.

Questions may be addressed to my office at 408 691-5207, or wjheidasla@gmail.com.

Regards,

W. Jeffrey Heid/Landscape Architect
Certified Landscape Irrigation Auditor

LANDSCAPE/IRRIGATION AUDIT REPORT

For:

FREIDMAN RESIDENCE

60 ADAM WAY, ATHERTON, CA. 94027
2/9/25

W. Jeffrey Heid/Certified Landscape Irrigation Auditor
408 691-5207 wjheidasla@gmail.com

Audit Report

A site walk and review of the landscape installation was performed on 12/15/25. Present was a representative of Douglas Landscape.

Based on the approved landscape plans dated 11/14/24 as prepared by Kikuchi and Kankel Design Group, I find that the landscape installation meets the design and intent of those plans with the following observations.

General notes and observations:

- The planting area and plant numbers have been significantly reduced from the approved plans. This was per the direction of the property owner. From my review of the plans, this change does not affect continued compliance with the WELO.
- Overall the installed plant material appear to be healthy and in good condition.
- The mulch has been installed to the required depth around new planting and newly irrigated plant material and trees.
- No repairs or necessary adjustments to the irrigation system were found.
- The controller and rain sensor were installed as specified.
- A separate irrigation water meter, backflow preventers for both the city water source and well system, master valve and flow sensor valve have been installed.
- Control valves for drip circuits are fitted with pressure reducer and filter.
- Irrigation circuiting/hydrozoning appears to correctly meet with the approved layout and application methods.

Included with this report are general maintenance specifications. An irrigation schedule was provided by the project landscape architect located on the plans.

Questions may be addressed to my office at 408 691-5207 or wjheidasla@gmail.com

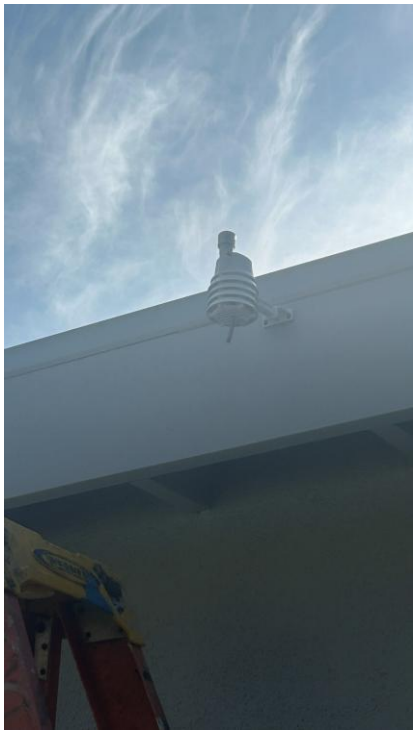


W. Jeffrey Heid
Certified Landscape Irrigation Auditor

Photo of controller assembly/Irritrol:



Rain sensor:



Irrigation submeter:



Isolation valve:



Flow sensor:



Backflow preventer for potable water source:



Backflow preventer for well system:



Control valves with pressure reducer and filter:



Drip Emitters:



In-line drip rings around trees:



Flush end valve for drip circuits:



Areas with reduced planting:





Mulch:



GENERAL MAINTENANCE SCHEDULE

Landscape Weekly Schedule:	Weekly	Bi-Weekly	Yearly	As needed
Shrub and Tree Maintenance:				
Trim			x	x
Weed	x			
Remove Litter and Leaves	x			
Add Bark Mulch			x	x
Backpack Blowing	x			
Fertilization:				
Pre-Emergent Weed Control				x
Disease Control				x

Notes:
The following items are to be checked every week.

1) Prune back selectively any shrubs which overhang curbs or sidewalks.
2) Pruning to be done selectively and only as needed. No over pruning or shaping of shrubs into balls or hedges.
3) Removal of leaves and litter from plants, planters and driveway.
4) Removal of any broken or fallen branches from trees.
5) Removal of any weeds larger than 2".
6) Add bark mulch which has been knocked or washed out of planter areas.
7) Sweep clean walkways, sidewalks, curbs and gutters.
8) Hand water any plants that are dry or stressed.

The following item is to be checked every month.

1) Activate and check irrigation system operation, coverage and condition and make repairs or adjustments as needed.

Failed Plants:
Shall be replaced according to the local city ordinance

Irrigation Audit Checklist

A. Project & Auditor Information

Inspection Date	12/15/25
Project Name	Friedman Residence
Project Address	60 Adam Way, Atherton
Application Number	
Irrigation Auditor Name	W. Jeffrey Heid
Irrigation Auditor Company	Landscape Irrigation Auditor
Irrigation Auditor Address	1465 Winzer Place, Gilroy, Ca. 95020
Irrigation Auditor Phone Number	408 691-5207
Irrigation Auditor Email	wjheidasla@gmail.com

Auditor Certified by:

X Irrigation Association
EPA WaterSense program
Other:

Note: For large projects or projects with multiple landscape installations (i.e. production home developments), an auditing rate of 1 in 7 lots or approximately 15% satisfies the audit requirement.

B. Audit Report

APPLICANT	ITEM	AUDITOR		NOTES
		PASS	FAIL	
x	1. Separate landscape customer service water meter or private submeter has been installed as applicable:	x	☐	Hunter submeter
☐	a. Non-residential projects: Greater than 1,000 sf landscape area	☐	☐	na
x	b. Residential projects: Greater than 5,000 sf landscape area	x	☐	
x	2. The irrigation audit report includes:	☐	☐	
x	a. System inspection	x	☐	
x	b. Inspect for leaks	x	☐	
☐	c. System tune-up	☐	☐	na
☐	d. Test the operating pressure of the irrigation system	☐	☐	na
☐	e. Test to determine distribution uniformity	☐	☐	na
☐	f. Test to determine precipitation rate of representative overhead irrigation valves	☐	☐	na
x	g. Confirm matched precipitation rates on valves with sprinkler heads, rotors and other emission devices	x	☐	
☐	h. Report of any overspray or broken irrigation equipment	☐	☐	na
☐	i. Report of overspray or run off that causes overland flow	☐	☐	na
☐	j. Written recommendations to improve performance of the irrigation system	☐	☐	na
x	k. Preparation of an irrigation schedule, including configuring irrigation controllers with application rate, soil types, plant factors, slope, exposure and any other factors necessary for accurate programming	x	☐	Provided by Landscape Architect
☐	l. Other:	☐	☐	

C. Irrigation Equipment

APPLICANT	ITEM	AUDITOR		NOTES
		PASS	FAIL	
x	1. Irrigation equipment is installed (location, type and size) as shown in the approved plans:	x	☐	Some minor equipment changes
x	a. Automatic controller is ET-based or soil moisture-based and includes:	x	☐	
x	I. Irrigation scheduling parameters	x	☐	
x	II. Hydrozone map	x	☐	
x	b. Sensors installed include rain, frost (if necessary) and wind sensors (if necessary)	x	☐	
x	c. Point of connection includes:	x	☐	
x	I. Backflow prevention devices (if necessary)	x	☐	Yes, different manufacturer
x	II. Manual shut-off valve (gate, ball, butterfly valve)	x	☐	
x	III. Master shut-off valve	x	☐	
x	IV. Flow sensor for landscapes over 5,000 sf only	x	☐	
x	d. Valves (station)	x	☐	
x	I. Flow rate (gpm)	x	☐	
x	II. Application rates (in/hr)	x	☐	
x	III. Design operating pressure:	x	☐	
x	e. If static pressure is above or below required dynamic pressure of the system, pressure-regulating devices are installed	x	☐	
x	2. Main and lateral lines	x	☐	
x	3. Sprinkler heads	x	☐	
☐	a. No spray heads within 24 inches of non-permeable surface		☐	na
☐	b. Sprinkler heads and other emission devices have matched precipitation rates	☐	☐	na
☐	c. Swing joints or other riser protection provided in high traffic areas and areas near hardscape	☐	☐	na
x	4. Low volume irrigation (drip, drip lines, and bubblers) is used in mulched planting areas (no spray irrigation) and in areas less than 10 feet wide	x	☐	
x	5. Slopes greater than 25% are irrigated with an application rate not exceeding 0.75 inches per hour	x	☐	
x	6. Runoff, low head drainage, overspray, or other similar conditions where irrigation water flows onto non-targeted areas are prevented	x	☐	
☐	7. Check valves or anti-drain valves are installed to prevent low head drainage	☐	☐	na
x	8. Pressure regulating devices are used if the static water pressure at the connection of the public water system does not match the water pressure needs of the irrigation system	x	☐	

D. Hydrozones

APPLICANT	ITEM	AUDITOR		NOTES
		PASS	FAIL	
x	1. Match on the landscape plan and irrigation plan	x	☐	Future zones provided
x	2. Are irrigated by valves with similar site, slope, sun exposure, soil conditions, and plant materials with similar water use	x	☐	
x	3. Trees are on separate valves	x	☐	
☐	4. Biotreatment areas are on separate valves	☐	☐	na

E. Water Features

APPLICANT	ITEM	AUDITOR		NOTES
		PASS	FAIL	
☐	1. Use recirculating water systems	☐	☐	na
☐	2. Use recycled water if available	☐	☐	na

F. Irrigation Schedules

APPLICANT	ITEM	AUDITOR		NOTES
		PASS	FAIL	
x	1. Irrigation schedules have been developed, managed, and evaluated to utilize the minimum amount of water required to maintain plant health. Irrigation schedules shall meet the following criteria:	x	☐	Schedule provided on plans
x	a. Irrigation scheduling is regulated by automatic irrigation controllers	x	☐	
x	b. Overhead irrigation is scheduled between 8:00 p.m. and 10:00 a.m. unless weather conditions prevent it	x	☐	
x	c. Irrigation schedules shall be regulated by automatic irrigation controllers using current reference evapotranspiration data (e.g., CIMIS) or soil moisture sensor data	x	☐	
x	2. The irrigation schedules have been developed to include the parameters used to set the automatic controller and are submitted for each of the following:	x	☐	
x	a. Plant establishment period	x	☐	
☐	b. Established landscape	☐	☐	na
☐	c. Temporarily irrigated areas	☐	☐	na
x	3. Each irrigation schedule includes the following that apply for each station (valve):	x	☐	
x	a. Irrigation interval (days between irrigation)	x	☐	
x	b. Irrigation run times (hours or minutes per irrigation event to avoid runoff)	x	☐	
x	c. Number of cycle starts required for each irrigation event to avoid runoff	x	☐	
x	d. Amount of applied water scheduled to be applied on a monthly basis	x	☐	
x	e. Application rate setting	x	☐	
x	f. Root depth setting	x	☐	
x	g. Plant type setting	x	☐	
x	h. Soil type	x	☐	
x	i. Slope factor setting	x	☐	
x	j. Shade factor setting	x	☐	
x	k. Irrigation uniformity or efficiency setting	x	☐	

G. Reviewer Comments

I met with Jesus of Douglas Landscape to walk the project area. We reviewed the newly installed landscape and approved landscape plans. Out the outset, he told me that the Owner of the property decided not to plant everything at this time which had been identified on the landscape plans as prepared by Kikuchi and Kankel Design Group. Thus, my audit is based on both the approved plans and the changes which were made in the field.

My findings of the irrigation installation show that the system has been installed as designed. There are areas or circuits which have not been installed based on the reduced number and area of plants. Control valves have been installed for these locations to anticipate future planting. The application methods and equipment meet with the approved landscape plans.

Those plants/trees which have been installed appear to be healthy and becoming established.

The proposed hydrozones also appear to be in line with the installed and future circuiting.

A mulch has been installed. Per my direction it has only been placed under the newly planted and irrigated shrubs and trees. This meets with the requirements of the WELO.

“The landscape and irrigation system has been installed as specified in the Landscape and Irrigation Design Plan (with the modifications as noted) and complies with the criteria of the Ordinance and the permit”.

W. Jeffrey Heid/Certified Landscape Irrigation Auditor

Irrigation Audit Checklist

A. Project & Auditor Information

Inspection Date	12/15/25
Project Name	Friedman Residence
Project Address	60 Adam Way, Atherton
Application Number	
Irrigation Auditor Name	W. Jeffrey Heid
Irrigation Auditor Company	Landscape Irrigation Auditor
Irrigation Auditor Address	1465 Winzer Place, Gilroy, Ca. 95020
Irrigation Auditor Phone Number	408 691-5207
Irrigation Auditor Email	wjheidasla@gmail.com

Auditor Certified by:

- X Irrigation Association
- ☐ EPA WaterSense program
- ☐ Other:

Note: For large projects or projects with multiple landscape installations (i.e. production home developments), an auditing rate of 1 in 7 lots or approximately 15% satisfies the audit requirement.

B. Audit Report

APPLICANT	ITEM	AUDITOR		NOTES
		PASS	FAIL	
x	1. Separate landscape customer service water meter or private submeter has been installed as applicable:	x	☐	Hunter submeter
☐	a. Non-residential projects: Greater than 1,000 sf landscape area	☐	☐	na
x	b. Residential projects: Greater than 5,000 sf landscape area	x	☐	
x	2. The irrigation audit report includes:	☐	☐	
x	a. System inspection	x	☐	
x	b. Inspect for leaks	x	☐	
☐	c. System tune-up	☐	☐	na
☐	d. Test the operating pressure of the irrigation system	☐	☐	na
☐	e. Test to determine distribution uniformity	☐	☐	na
☐	f. Test to determine precipitation rate of representative overhead irrigation valves	☐	☐	na
x	g. Confirm matched precipitation rates on valves with sprinkler heads, rotors and other emission devices	x	☐	
☐	h. Report of any overspray or broken irrigation equipment	☐	☐	na
☐	i. Report of overspray or run off that causes overland flow	☐	☐	na
☐	j. Written recommendations to improve performance of the irrigation system	☐	☐	na
x	k. Preparation of an irrigation schedule, including configuring irrigation controllers with application rate, soil types, plant factors, slope, exposure and any other factors necessary for accurate programming	x	☐	Provided by Landscape Architect
☐	l. Other:	☐	☐	

C. Irrigation Equipment

APPLICANT	ITEM	AUDITOR		NOTES
		PASS	FAIL	
x	1. Irrigation equipment is installed (location, type and size) as shown in the approved plans:	x	☐	Some minor equipment changes
x	a. Automatic controller is ET-based or soil moisture-based and includes:	x	☐	
x	I. Irrigation scheduling parameters	x	☐	
x	II. Hydrozone map	x	☐	
x	b. Sensors installed include rain, frost (if necessary) and wind sensors (if necessary)	x	☐	
x	c. Point of connection includes:	x	☐	
x	I. Backflow prevention devices (if necessary)	x	☐	Yes, different manufacturer
x	II. Manual shut-off valve (gate, ball, butterfly valve)	x	☐	
x	III. Master shut-off valve	x	☐	
x	IV. Flow sensor for landscapes over 5,000 sf only	x	☐	
x	d. Valves (station)	x	☐	
x	I. Flow rate (gpm)	x	☐	
x	II. Application rates (in/hr)	x	☐	
x	III. Design operating pressure:	x	☐	
x	e. If static pressure is above or below required dynamic pressure of the system, pressure-regulating devices are installed	x	☐	
x	2. Main and lateral lines	x	☐	
x	3. Sprinkler heads	x	☐	
☐	a. No spray heads within 24 inches of non-permeable surface		☐	na
☐	b. Sprinkler heads and other emission devices have matched precipitation rates	☐	☐	na
☐	c. Swing joints or other riser protection provided in high traffic areas and areas near hardscape	☐	☐	na
x	4. Low volume irrigation (drip, drip lines, and bubblers) is used in mulched planting areas (no spray irrigation) and in areas less than 10 feet wide	x	☐	
x	5. Slopes greater than 25% are irrigated with an application rate not exceeding 0.75 inches per hour	x	☐	
x	6. Runoff, low head drainage, overspray, or other similar conditions where irrigation water flows onto non-targeted areas are prevented	x	☐	
☐	7. Check valves or anti-drain valves are installed to prevent low head drainage	☐	☐	na
x	8. Pressure regulating devices are used if the static water pressure at the connection of the public water system does not match the water pressure needs of the irrigation system	x	☐	

D. Hydrozones

APPLICANT	ITEM	AUDITOR		NOTES
		PASS	FAIL	
x	1. Match on the landscape plan and irrigation plan	x	☐	Future zones provided
x	2. Are irrigated by valves with similar site, slope, sun exposure, soil conditions, and plant materials with similar water use	x	☐	
x	3. Trees are on separate valves	x	☐	
☐	4. Biotreatment areas are on separate valves	☐	☐	na

E. Water Features

APPLICANT	ITEM	AUDITOR		NOTES
		PASS	FAIL	
☐	1. Use recirculating water systems	☐	☐	na
☐	2. Use recycled water if available	☐	☐	na

F. Irrigation Schedules

APPLICANT	ITEM	AUDITOR		NOTES
		PASS	FAIL	
x	1. Irrigation schedules have been developed, managed, and evaluated to utilize the minimum amount of water required to maintain plant health. Irrigation schedules shall meet the following criteria:	x	☐	Schedule provided on plans
x	a. Irrigation scheduling is regulated by automatic irrigation controllers	x	☐	
x	b. Overhead irrigation is scheduled between 8:00 p.m. and 10:00 a.m. unless weather conditions prevent it	x	☐	
x	c. Irrigation schedules shall be regulated by automatic irrigation controllers using current reference evapotranspiration data (e.g., CIMIS) or soil moisture sensor data	x	☐	
x	2. The irrigation schedules have been developed to include the parameters used to set the automatic controller and are submitted for each of the following:	x	☐	
x	a. Plant establishment period	x	☐	
☐	b. Established landscape	☐	☐	na
☐	c. Temporarily irrigated areas	☐	☐	na
x	3. Each irrigation schedule includes the following that apply for each station (valve):	x	☐	
x	a. Irrigation interval (days between irrigation)	x	☐	
x	b. Irrigation run times (hours or minutes per irrigation event to avoid runoff)	x	☐	
x	c. Number of cycle starts required for each irrigation event to avoid runoff	x	☐	
x	d. Amount of applied water scheduled to be applied on a monthly basis	x	☐	
x	e. Application rate setting	x	☐	
x	f. Root depth setting	x	☐	
x	g. Plant type setting	x	☐	
x	h. Soil type	x	☐	
x	i. Slope factor setting	x	☐	
x	j. Shade factor setting	x	☐	
x	k. Irrigation uniformity or efficiency setting	x	☐	

G. Reviewer Comments

I met with Jesus of Douglas Landscape to walk the project area. We reviewed the newly installed landscape and approved landscape plans. Out the outset, he told me that the Owner of the property decided not to plant everything at this time which had been identified on the landscape plans as prepared by Kikuchi and Kankel Design Group. Thus, my audit is based on both the approved plans and the changes which were made in the field.

My findings of the irrigation installation show that the system has been installed as designed. There are areas or circuits which have not been installed based on the reduced number and area of plants. Control valves have been installed for these locations to anticipate future planting. The application methods and equipment meet with the approved landscape plans.

Those plants/trees which have been installed appear to be healthy and becoming established.

The proposed hydrozones also appear to be in line with the installed and future circuiting.

A mulch has been installed. Per my direction it has only been placed under the newly planted and irrigated shrubs and trees. This meets with the requirements of the WELO.

"The landscape and irrigation system has been installed as specified in the Landscape and Irrigation Design Plan (with the modifications as noted) and complies with the criteria of the Ordinance and the permit".



W. Jeffrey Heid/Certified Landscape Irrigation Auditor

ATTACHMENT 2 - REFERENCES

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

LANDSCAPE ARCHITECT AND IRRIGATION AUDITOR CONSULTING SERVICES

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

1.

Town of Los Gatos Planning	110 E. Main Street, Los Gatos, Ca. 95020
Name of Agency	Agency Address
Sean Mullin/Erin Walters	Planning Manager/Senior Planner
Contact Name	Contact Title
408 354-6823 408 354-6867	SMullin@losgatosca.gov
Contact Telephone	Contact Email Address
2012 to present	Typically not to exceed $2000.00 per project
Contract Period	Contract Amount

WELO plan check services and preparation of plan check comments. Dialog with applicants and planning staff as needed and provding auditing services upon request.

Description of services performed including costs.

2.

City of Saratoga Planning	13777 Fruitvale Avenue, Saratoga, Ca. 95070
Name of Agency	Agency Address
Chris Riordan	Senior Planner
Contact Name	Contact Title
408 868-1235	criordan@saratoga.ca.us
Contact Telephone	Contact Email Address
2015 to present	Typically no to exceet $2000.00 per project
Contract Period	Contract Amount

WELO plan check services and preparation of plan check comments. Dialog with applicants and planning staff as needed.

Description of services performed including costs.

3.

Martina Landscape	811 Camden Avenue, Campbell, Ca. 95008
Name of Agency	Agency Address
Joe Martina	Owner
Contact Name	Contact Title
408 888-0888	joem@martinalandscape.com
Contact Telephone	Contact Email Address
As requested	Varies, average $1200.00
Contract Period	Contract Amount

Landscape irrigation audits, including field review and preparation of written audit report.

Description of services performed including costs.

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

Signature of Proposer	Name	Date
	W. Jeffrey Heid	3/5/26

CERTIFICATE OF LIABILITY INSURANCE

DATE (I 03/21/2025

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

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

PRODUCER SCHENONE INSURANCE SERVICES 57151999 1475 S BASCOM AVE SUITE 207 CAMPBELL CA 95008	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (408) 927-9029 **FAX (A/C, No):** (408) 371-2175 **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE — **NAIC#** **INSURER A :** Hartford Underwriters Insurance Company — 30104
INSURED WILLIAM JEFFREY HEID 1465 WINZER PL GILROY CA 95020	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		57 SBA BK8E6H	04/19/2025	04/19/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y/N** [ ] **N/A** **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	

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

Those usual to the Insured's Operations. The Town of Los Gatos, its officers, officials, employees, agents, and volunteers are named Additional Insured under the General Liability policy as per the attached endorsement as respects all operations of the Named Insured on a primary And non contributory basis.

CERTIFICATE HOLDER

TOWN OF LOS GATOS
ATTENTION: CLERK DEPARTMENT
110 E MAIN ST
LOS GATOS CA 95030-6943

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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Declarations: Business Liability Coverage Part

Your policy includes the liability coverages listed below. The limits in the right-hand column show the maximum amount we'll pay.

FORM NUMBER	FORM NAME	LIMIT OF INSURANCE
SL 00 00 10 18	BUSINESS LIABILITY COVERAGE FORM	
	Damage To Premises Rented To You Limit	$1,000,000
	General Aggregate Limit	$4,000,000
	Liability and Medical Expenses Limit	$2,000,000
	Medical Expenses Limit	$10,000
	Personal and Advertising Injury Limit	$2,000,000
	Products-Completed Operations Aggregate Limit	$4,000,000
	Property Damage Liability Deductible	No Deductible
	ADDITIONAL BUSINESS LIABILITY COVERAGES	
SL 30 42 10 18	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION	
SL 30 32 06 21	BLANKET ADDITIONAL INSURED BY CONTRACT	Included[1]
SL 30 23 10 18	ELECTRONIC MEDIA LIABILITY	Included[1]

[1]Included in Business Liability Limit(s)

ADDITIONAL INSUREDS SCHEDULES

Form Number	Form Name	Additional Insured Name and Address	Location
SL 30 42 10 18	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION	TOWN OF LOS GATOS ATTENTION: CLERK DEPARTMENT THE TOWN OF LOS GATOS, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS 110 EAST MAIN STREET, LOS GATOS, CA 95030	N/A
		CITY OF HAYWARD 777 B STREET, PINOLE, CA 94564	N/A

ALL OTHER BUSINESS LIABILITY FORMS

Form Number	Form Name
SL 30 29 10 18	ADDITIONAL INSURED EXCLUSION
SL 20 64 10 18	EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY
SL 20 54 10 18	EXCLUSION - FUNGI, BACTERIA AND VIRUSES
SL 20 06 10 18	EXCLUSION - NUCLEAR ENERGY LIABILITY
SL 20 78 10 18	EXCLUSION - SILICA - BUSINESS LIABILITY COVERAGE FORM

BUSINESS LIABILITY COVERAGE PREMIUM: $125*

Renewal Auto Policy Declarations

To report a claim please call (800) 503-3724

MERCURY INSURANCE

Policy Period

From: 03/22/2026 12:01 AM
To: 09/22/2026 12:01 AM
Standard time at the address of the Named Insured

Policy Number

CAAP0000447566

Agent

GARY R. SCHENONE INS SVCS (045267)
1475 S BASCOM AVE STE 207
CAMPBELL, CA 95008
(408) 927-9029

Company

Mercury Insurance Company
P.O. BOX 10730
SANTA ANA, CA 92711-0730

Named Insured

WILLIAM J HEID
1465 WINZER PL
GILROY, CA 95020-2779
(408) 691-5207
wjheida5la@comcast.net

Important Information

Date Sent: 02/20/2026

The enclosed Auto Insurance Renewal Bill and the U-251 IMPORTANT NOTICE are part of this policy. These specify the amount of your premium, your payment options, any applicable fees, and the due date. Your automobile insurance expires and coverage ceases at 12:01 AM on 03/22/2026. Coverage under this policy will become effective provided you pay the premium and any applicable fees as indicated on the Auto Insurance Renewal Bill. If you have any questions, please contact your agent at the phone number provided above.

This Declaration provides only a summary of coverage. All coverage is subject to the terms, conditions, and exclusions of the policy contract.

Discounts

2023 VOLVO XC40 RCHG PURE E #54504 - Exceptional Driver, Good Driver, Multi-Policy

Listed Drivers

WILLIAM J HEID - Years License Experience: 54
JULIE HEID - Years License Experience: 54
WILLIAM W HEID - Years License Experience: 22

Excluded Drivers

None

The Designated Excluded Drivers – Coverage Exclusion is applicable to all coverages, including but not limited to, liability and uninsured motorists, provided now or later. It is agreed that the insurance afforded by this policy shall not apply nor accrue to the benefit of any insured or any third-party claimant when any motor vehicle is being used or operated by an **Excluded Driver** designated above, regardless of where the person resides or whether the person is licensed to drive. Please refer to the terms of your auto policy.

Additional Household Members

None

Vehicles and Coverage Limits

2023 VOLVO XC40 RCHG PURE E WAG 4DR, VIN: YV4ED3UM4P2054504

Garaging Address:	1465 Winzer Pl, Gilroy, CA,95020-2779
Primary Use of the Vehicle:	Commuting

Current Term Annual Mileage:	30,500
Renewal Term Annual Mileage:	30,500
Current Term Mileage Program:	Estimated
Renewal Term Mileage Program:	Estimated
Loss Payee	VCFS LIEN COMPANY LLC/VOLVO PALO ALTO, 4190 EL CAMINO REAL,PALO ALTO,CA,94306

Coverages	Limits	Premium
Bodily Injury Liability Property Damage Liability	$250,000 each Person/$500,000 each Accident $250,000 each Accident	$784.00
Uninsured/Underinsured Motorist Bodily Injury	$250,000 each Person/$500,000 each Accident	$176.00
Uninsured Motorist Property Damage/Collision Deductible Waiver	Collision Deductible Waiver Applies	$2.00
Medical Payments	$5,000 each Person/each Accident	$13.00
Comprehensive	Actual Cash Value Less $100 Deductible	$1,067.00
Collision	Actual Cash Value Less $500 Deductible	$965.00
Rental	$40 each Day/Maximum 30 Days	$27.00
Roadside Assistance	$75 Towing and $75 for Non-Towing Services per Occurrence/Maximum 3 Occurrences	$4.00
Non-Factory Equipment	$1,000	Included
Total Premium for 2023 VOLVO XC40 RCHG PURE E WAG 4DR		**$3,038.00**

Subtotal Policy Premium (All Vehicles)	**$3,038.00**
Fraud Fee	$0.88
Total 6 Month Policy Premium (All Vehicles)	**$3,038.88**

Policy Contract and Endorsements

Your insurance policy and any endorsement(s) contain a full explanation of your coverage. The policy contract is form U-10 MIC California Auto Policy (03/2023). The contract is modified by endorsement(s): U-900 Amendatory Endorsement - California.

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TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 05/19/2026
ITEM NO: 11

DATE: May 14, 2026

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Town Manager to Execute a Second Amendment to the Agreement for Services with Lisa Wise, Inc. to Update Objective Design Standards, Extending Their Agreement to June 30, 2027, at No Additional Cost.**

RECOMMENDATION: Authorize the Town Manager to execute a second amendment to the agreement for services with Lisa Wise, Inc., extending their agreement to June 30, 2027, at no additional cost.

FISCAL IMPACT:

There is no fiscal impact associated with executing this second amendment, as it solely extends the contract term to June 30, 2027, to complete the work on the Town's Objective Design Standards. The amendment does not change the original contract amount. Sufficient funds for the remaining services are included in the existing FY 2025-26 adopted budget.

STRATEGIC PRIORITY:

This action is not associated with a strategic priority; however, it supports the Town's core goal of Fiscal Stability.

BACKGROUND:

On February 4, 2025, the Town Council authorized the Town Manager to execute an agreement not to exceed $189,646 with Lisa Wise Consulting, Inc., for consulting services to update and provide additional Objective Design Standards for qualifying multi-family and mixed-use residential developments (Attachment 1).

PREPARED BY: Alexa Nolder
Administrative Technician

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Administrative Services Director

Staff continues to coordinate with the consultant in developing additional objective design Standards, anticipating that the draft document will be considered by the Planning Commission in June 2026. Final consideration and adoption by the Council would follow.

DISCUSSION:

Staff received a letter from Lisa Wise Consulting on April 15, 2026, requesting a one-year extension to complete the work they are currently doing to update the Town's Objective Design Standards. Their current agreement will expire on June 30, 2026.

In reviewing the request, staff finds it to be appropriate.

CONCLUSION:

Execution of this amendment will provide additional time to allow Lisa Wise Consulting to complete this project while staying on budget.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:
1. Original Agreement for Services with Lisa Wise Consulting
2. First Amendment to Agreement for Services with Lisa Wise Consulting
3. Draft Second Amendment to Agreement for Services with Lisa Wise Consulting, with Exhibit A, Lisa Wise Extension Request Memo

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AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on February 26, 2025 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Lisa Wise Consulting, Inc. ("Consultant"), whose address is 983 Osos Street, San Luis Obispo, CA 93401. This Agreement is made with reference to the following facts.

I. RECITALS

1.1 The Town desires to engage Consultant to provide Objective Design Standards services.

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

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

II. AGREEMENTS

2.1 Scope of Services. Consultant shall provide services as described in that certain Objective Design Standards Consultant Services Proposal sent to the Town on October 26, 2024, which is hereby incorporated by reference and attached as Attachment 1.

2.2 Term and Time of Performance. This contract will remain in effect from Upon Execution to June 30, 2026. Consultant shall perform the services described in this Agreement as follows: Objective Design Standards Consultant Services.

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

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

2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of the these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports

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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 $189,646 at the rates set forth on page 39 in Attachment 1, Objective Design Standards Consultant Services Proposal, inclusive of all costs. Payment shall be based upon Town approval of each task.

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

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

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

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

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

2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of

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compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

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

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

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

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

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

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

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

General Liability:

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

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

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

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

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

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

3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify, and defend the Town its officers, agent, employees, and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up

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because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

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

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

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

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

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

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

Town of Los Gatos	Lisa Wise Consulting, Inc.
Attn: Town Clerk	Attn: Lisa Wise
110 E. Main Street	983 Osos Street
Los Gatos, CA 95030	San Luis Obispo, CA 93401

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

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

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

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

Town of Los Gatos by:

Signed by:
Chris Constantin 3/4/2025
3EF03F232F1B428...
Chris Constantin, Town Manager Date

Consultant, by:

DocuSigned by:
Lisa Wise 2/26/2025
61138DC52AAE4AD...
Lisa Wise, AICP, President, CEO Date
Lisa Wise Consulting, Inc.

Recommended by:

Signed by:
Joel Paulson 2/27/2025
5035A0632FE1477...
Joel Paulson, Date
Community Development Director

Approved as to Form:

Signed by:
Gabrielle Whelan 3/4/2025
EFD0738A5534428...
Gabrielle Whelan, Town Attorney Date

Attest:

Signed by:
Wendy Wood 3/4/2025
26A726C4AE6A4D9...
Wendy Wood, CMC, Town Clerk Date

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LWC



TOWN OF LOS GATOS

Updated/Additional Objective Design Standards for Qualifying Multi-Family and Mixed-Use Residential Developments

Response to Request for Proposals

October 26, 2024







ATTACHMENT 1

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COVER LETTER

October 26, 2024

LWC

Sean Mullin, Planning Manager
Alexa Nolder, Administrative Technician
Town of Los Gatos
Community Development Department
110 E. Main Street
Los Gatos, CA 95030
(408) 354-6864
Planning@losgatosca.gov

Re: Lisa Wise Consulting, Inc. Proposal for Objective Design Standards Consultant Services

Dear Sean and Alexa,

On behalf of our qualified and motivated team, we are pleased to submit this proposal to provide the Town of Los Gatos with professional services for the development of complete Objective Design Standards that reflect the Town's unique scale and character and meet the community's high standards for building design. As a firm that is dedicated to working with California communities to ensure compliance with state housing legislation and to ensure that the community's priorities and preferences are reflected in design standards, this is a target project for us.

Lisa Wise Consulting, Inc. (LWC) is uniquely qualified to lead this engagement given our expertise in California housing law, experience completing Objective Design Standards in similar communities, and deep resume of rezoning, zoning code updates, and community design. LWC's resume includes creating feasible and SB330-compliant Objective Design Standards in communities such as Portola Valley, Saratoga, Piedmont, Los Altos, South San Francisco, Woodland, Seal Beach, Millbrae, Marin County, and Beaumont, as well as leading 16 successful Housing Element Updates in the 6th Cycle. In our ODS engagements, we bring not only a deep knowledge of codes and buildings, but also expertise in custom visualizations using a combination of SketchUp and Illustrator (see Task 3B), as well as related analysis to ensure that proposed standards result in economically feasible projects (see Optional Task C).

Our Team also includes Oakland-based Urban Planning Partners (UPP), experts in planning policy, development services, and community engagement. UPP will work closely with LWC and the Town to implement an inclusive and substantive community engagement effort and to support the Team in key document review and context assessment. LWC and UPP have a proven partnership in the successful delivery of objective design standards in Saratoga and Portola Valley.

Our Team is further uniquely qualified for this project given the skills and experience of the project team members. As the President and CEO of LWC with over 30 years of leading complex planning

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engagements, I will be the Principal in Charge and responsible for compliance with the tenets of the contract, accurate invoicing, adherence with the timeline and assurance that deliverables are of the highest quality. David Bergman, LWC Director, brings over 25 years of experience. David led successful 6th Cycle Housing Elements and Rezoning projects in Novato, Piedmont, Alameda County and Long Beach. David will serve as Director in Charge and set strategies for research and deliverables, assure milestones are met and deliverables are complete, accurate, and exceed the Town's expectations. Monica Szydlik brings over 18 years of architecture and urban planning expertise. Monica led successful Objective Design Standard projects in Los Altos, Piedmont, South San Francisco, Saratoga, Woodland, and Millbrae, and residential guidelines in Redwood City. Monica will serve as Project Manager and oversee all research, development of draft and final documents, and close communication with the Town and internal team. Monica and I work out of LWC's San Francisco office.

From UPP, Curtis Banks brings over 30 years in planning and community development, having managed a wide variety of residential and non-residential projects. Curtis has spent his entire career working for communities in Santa Clara and San Mateo counties (including as consultant to Los Gatos) and is currently overseeing projects in Saratoga and Newark. Carla Violet brings over 10 years of urban planning, community design experience. Carla has managed several community outreach and engagement efforts customized to address specific project objectives, anticipated challenges and opportunities, and community concerns. Carla will oversee the UPP team's close collaboration with LWC and execution of technical design elements that prioritize the highly valued aesthetics of neighborhood and community character in Los Gatos.

As our qualifications indicate, LWC and UPP are leaders in creating development regulations and design standards that facilitate the production of diverse housing opportunities and compliant, prosperous and equitable communities.

The LWC/UPP Team appreciates the opportunity to provide this proposal, and the Town's contract template is acceptable to our Team. We look forward to your positive response and remain available to provide additional input or respond to questions or comments.

Sincerely,



Lisa Wise, AICP, President, CEO
870 Market Street, Suite 977
San Francisco, CA 94102
lisa@lisawiseconsulting.com
(805) 595-1345

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ATTACHMENT 1 - CONFLICT OF INTEREST STATEMENT

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

OBJECTIVE DESIGN STANDARDS CONSULTANT SERVICES

The undersigned declares:

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

Neither LWC owners or staff have had, nor do we have relationships with the Town of Los Gatos the will have any impact on this project.

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

Neither LWC owners or staff have had, nor do we have other clients who may have financial interest in the outcome of this project.

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

Furthermore, if there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same

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

I, on behalf of the Proposer, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on October 18, 2024 [date], at San Francisco [city], California [state].

Lisa Wise Consulting, Inc.	Vice President, Secretary
Proposer Name (Person, Firm, Corp.)	Title of Authorized Representative
983 Osos Street	Henry Pontarelli
Address	Name of Authorized Representative
San Luis Obispo, CA 93401	
City, State, Zip	
October 18, 2024	
(Date)	(Signed)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN FRANCISCO)

On 10/18/2024 (Date) before me, FRANCISCO NAKASONE-TAMASHIRO, NOTARY PUBLIC (Here Insert Name and Title of the Officer)

personally appeared HENRY PONTARELLI (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
(Signature of Notary Public)

FRANCISCO NAKASONE-TAMASHIRO
Notary Public - California
San Francisco County
Commission # 2356343
My Comm. Expires May 3, 2025

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

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

OBJECTIVE DESIGN STANDARDS CONSULTANT SERVICES

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

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

> I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Lisa Wise Consulting, Inc.
Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Henry Pontarelli, Vice President, Secretary
Name & Title of Authorized Representative

October 18, 2024
Date of Signing

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REVIEW OF SCOPE OF SERVICES

Task 1: Project Initiation and Analysis

A. Project Initiation Meeting and Site Tour. The consulting team will meet in-person with Town staff to discuss the goals and priorities for the Updated/ Additional Objective Design Standards; finalize the work program, timeline, and milestones; discuss the outreach program; and clarify roles and responsibilities. Following the meeting, Town staff will lead the team on a tour of the Town to understand existing character, visit key housing opportunity sites, and document the intensity, forms, and character of Los Gatos neighborhoods. A key part of the tour will be a discussion about the Town staff's experience with community expectations and what is important from a design perspective to achieve desired development outcome.

B. Technical Analysis, Site Analysis, and Evaluation. LWC will prepare a Technical Analysis, Site Analysis and Evaluation that addresses the following:

- Applicable ordinances, plans, and policy documents including General Plan 2040, Residential Design Guidelines, Commercial Design Guidelines, and Chapter 29 of the Town Code (Zoning Regulations).
- The adopted Objective Design Standards and Checklist (yes/no and B.4.3 points system).
- Evaluation of existing typical development projects that demonstrate local context and character.
- Documentation of recent, pipeline, and proposed development projects.
- Council direction related to high-quality building design, architectural style, and height transitions.
- Design and feasibility considerations for small multi-family housing types including townhomes, triplexes and fourplexes, "house-scale" small multi-unit buildings, and other small-scale configurations.

Prior to preparation of the Analyses and Evaluation, the consulting team will prepare and submit to the Town a data request for material related to the Project. This may include but is not limited to unpublished GP and Zoning amendments, a list of Staff's zoning interpretations, minutes of hearing design review discussions, GIS data, original files from the adopted Objective Design Standards, and other material relevant to the Project.

C. Updated/Additional Objective Design Standards Recommendations Memo. Based on the Technical Analyses and Town staff comments, the consulting team will prepare a Recommendations Memo. The Memo will outline recommendations for:

- ***Revised content.*** Changes to existing standards and recommended new standards, with a focus on building massing, height transitions, building design and articulation, and architectural style, and Town character and scale. This includes recommendations for revisions to existing graphics/illustrations and preparation of new graphics/illustrations.
- ***Organization and implementation.*** How the material may be added to or integrated within the existing Town's regulatory framework to facilitate streamlined ministerial review. This includes recommendations for how the standards may be administered and reviewed (yes/no, point system, allowed modifications, etc.).

Task 2: Community Engagement

A. Community Engagement Program. LWC will prepare a Community Engagement Program outlining a public process that enables the community to review and comment on the Updated/Additional Objective Design Standards as they are being formulated. The Program will refine Task 2 of the Scope of Work as needed to ensure that approaches and formats used will be most effective for the Los Gatos community; that the community has ample opportunity to express its values and priorities for residential design; and, that, ultimately, the community has ownership of the process.

B. Focus Group Meetings (2). The consulting team will hold two virtual small-group (up to four individuals per group) meetings with key stakeholders. Stakeholders, to be identified and contacted by Town staff, are anticipated to include local designers/architects, developers, neighborhoods representatives, residents of mixed-use or multi-family areas of Los Gatos, real estate professionals, or other interested code users. The goals of the meetings are to identify important issues and constraints to residential design; hear the group members' design preferences and priorities;

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and understand the group members' views on the feasibility and marketability of various design features and standards.

The consulting team will prepare an introductory presentation, identify discussion topics, and lead the discussion. Following the meetings, the consulting team will summarize the feedback collected and identify ways to incorporate feedback into the standards.

C. Community Workshop. The consulting team will design and facilitate an in-person interactive community workshop prior to drafting of the Administrative Draft Standards. The workshop will:

- ***Introduce the project to the community.*** The workshop will begin with a presentation on the project background, recent State housing legislation, and Town policy goals and standards. The presentation will describe the advantages of ODS for small towns like Los Gatos and underscore the role of community members in developing them. The community will also gain the vocabulary needed to provide impactful feedback once the draft standards are ready for public review.
- ***Solicit input from the community.*** Following the presentation, the workshop will provide activities for community members to offer ideas and priorities and shape the emerging standards. Activities may include but are not limited to live visual preference surveys, interactive stations with presentation boards, and small-group facilitated discussions with tabletop materials. While the format will be developed in coordination with Town staff, the interactive portion of the workshop will be designed to prompt community members to:
  - *Identify and discuss* key elements that contribute to Los Gatos' neighborhood character.
  - *Visualize and articulate* priorities for a range of building and site design elements with a focus on architectural style, building height transitions between different residential densities and districts, and details of building design.
  - *Ask questions about and lend input* into the emerging standards to ensure that the Project is truly a community-led effort.

After the workshop, the consulting team will summarize the feedback collected from all participants and identify ideas to be incorporated into the Updated/Additional Objective Design Standards.

Task 3: Administrative Draft Updated/Additional Objective Design Standards

A. Working Meetings with Town Staff (2). The consulting team will participate in two one-hour working meetings with Town staff during the development of the Administrative Draft. LWC will provide a summary memo for each meeting.

B. Administrative Draft Updated/Additional Objective Design Standards. The consulting team will prepare the Administrative Draft Updated/Additional Objective Design Standards to satisfy the State's requirements in accordance with SB330 as well as the community's design priorities. While the scope and nature of the amendments will be determined through Tasks 1 and 2, the consulting team anticipates the Standards will include the following:

- **Site Standards.** Edits and additions to existing standards to support high-quality site design of small-scale multi-family development types, including common and private open space, bicycle parking, vehicular parking, landscaping.
- **Building Standards**. Edits and additions to existing standards to require high-quality building design that demonstrates the Los Gatos character. This includes edits and additions to existing standards for massing and scale; parking structure design; roof design; façade design and articulation, and other design elements. In developing this material, the consultant team will focus on:
  - *High-quality building design* – Building design (form, massing, materials, and details) that is high in quality and that reflects the Town's character, detailed in an objective manner.
  - *Architectural style* – Styles that are typical of the Town, both within and outside of the historic Downtown, and the hallmarks of each style, described as objective features.
  - *Height transitions* – Strategies for appropriate massing transitions between different zones and residential densities, and how such transitions may impact solar access.
- **Anticipating Density Bonus.** Edits and additions to the standards to ensure that key community priorities are preserved when concessions are granted to density bonus projects.

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- **Updated and new graphics/illustrations.** Updated and new figures and illustrations that accurately reflect the scale and character of Los Gatos and that represent the range of forms and scales of residential and residential mixed-use development in the Town and that can be used to clearly illustrate the standards. The graphics will be developed using a combination of SketchUp and Adobe Illustrator.
- **Implementation.** Edits and additions to existing checklist review process to ensure application of the standards is predictable, clear, and easy to follow. The consulting team will also identify places elsewhere in the Town's regulatory framework that may need to be updated for consistency with the Updated/Additional Objective Design Standards and to ensure predictable and streamlined ministerial review.

Task 4: Public Review Updated/Additional Objective Design Standards

A. Working Meetings with Town Staff (2). The consulting team will participate in two one-hour working meetings with Town staff during the development of the Public Review Draft. LWC will provide a summary memo for each meeting.

B. Public Review Draft Objective Design Standards. The consulting team will prepare a Public Review Draft based on a single set of consolidated, non-conflicting comments from the Town staff review of the Administrative Draft.

Task 5: Review and Adoption

A. Planning Commission Public Hearing. LWC will prepare materials/presentations for, and present at one in-person Planning Commission public hearing to support adoption of the Updated/Additional Objective Design Standards.

B. Town Council Public Hearing. LWC will prepare materials/presentations for, and present at one in-person Town Council public hearing to support adoption of the Updated/Additional Objective Design Standards.

C. Final Objective Design Standards. Based on the Town Council's final adoption and final text changes provided by Town staff, LWC will prepare, and provide in Word and PDF, the final Objective Design Standards.

Optional Tasks

A. Additional Focus Group Meetings. The consulting team will hold additional focus group meetings similar in format to those described in Task 2B, to be held at any point in the process. Discussion topics will be developed in coordination with Town Staff.

B. Educational Story Map/Survey. Using ArcGIS Online, the UPP team will develop a Story Map that provides an overview of objective design standards, showcases existing and proposed multi-family and mixed-use residential development in the Town, and collects feedback from users. UPP will analyze this feedback and work with LWC to incorporate it into the draft objective design standards.

C. Test Site Feasibility Analysis/Proforma. LWC will prepare a financial feasibility analysis for selected sites or building prototypes identified in the ODS drafting process. The goal is to ensure that development standards result in economically feasible conditions that will allow for projects to be developed. This analysis will also establish that the ODS do not serve as a constraint on housing production. LWC will develop a financial model (static developer-side pro forma) based on the proposed standards. The definition of potential building envelopes and development standards can be prepared concurrently to establish the economic feasibility of the proposed standards as they are being formulated.

D. Community Open House on the Public Review Draft. The consulting team will hold an in-person Open House to present the Public Review Draft Updated/ Additional Objective Design Standards to the community and gather the community's feedback and input. The input gathered from the Open House will be reflected in the subsequent draft of the design standards.

E. Planning Commission/Town Council Study Session. LWC will prepare materials/presentations for, and present at a Planning Commission or Town Council study session on the Public Review Draft updated/ Additional Objective Design Standards.

F. Additional Planning Commission/Town Council Hearing. LWC will prepare materials/presentations for, and present at a Planning Commission and Town Council Hearing study session on the Public Review Draft Updated/Additional Objective Design Standards.

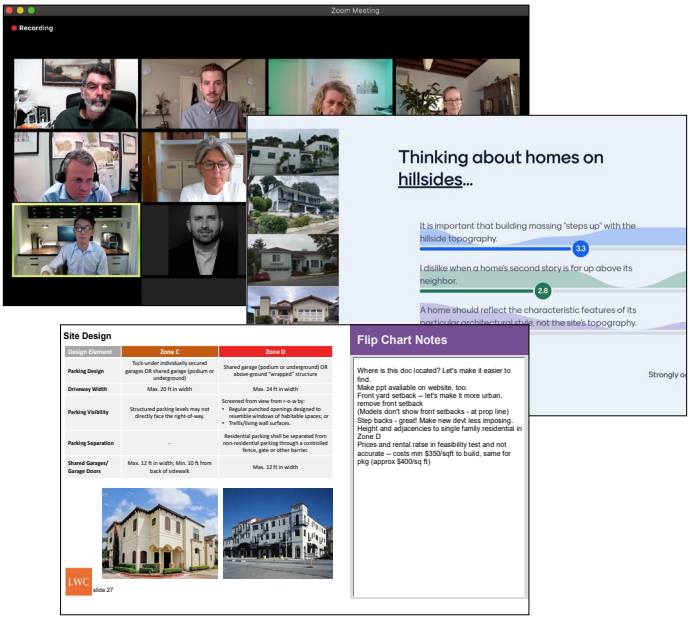
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LWC prepares for a community workshop on the Hayward Downtown Specific Plan.



LWC staff leads a visual preference exercise at a Livermore General Plan Amendments community event.



LWC staff leads virtual workshops using a range of interactive tools such as break-out discussion rooms, and live polling, and virtual white boards.

Assumptions

This proposal is based on the following assumptions:

1. *All meetings and calls will be conducted using an online video conferencing platform unless specified as in-person.*
2. *All deliverables, except for presentation materials required for the public workshop and open house, will be provided in electronic format.*
3. *Town staff will be responsible for the preparation and publishing of all required public hearing notices, property owner notification, newspaper notices, agendas and staff reports for public hearings, and translations or interpretation services.*
4. *Town staff will provide comments on draft materials as a single set of non-conflicting and actionable comments. The Town's comments will include those from the Town Attorney as appropriate as determined Town staff. Town Attorney comments will be compiled with Town staff comments when provided.*
5. *Town staff will prepare staff reports, resolutions, and notices for the Planning Commission and Town Council meetings and hearings.*
6. *The Project involves no CEQA review, documentation, or noticing.*

The proposal acknowledges laws and statutes enacted at the time of its writing. The parties will agree on amendments to the scope of services that become necessary if any changes occur to applicable rulings and obligations that were unexpected at the time of the execution of this proposal.

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Lisa Wise Consulting, Inc.

LWC was founded in 2006 and has grown to a staff of 21 urban planning professionals and support staff with offices in Los Angeles, San Francisco, and San Luis Obispo. LWC specializes in assessing, updating, and modernizing zoning codes aimed at promoting pedestrian and transit-oriented communities, and facilitating sustainable, vibrant places to live, work, and play. The LWC team addresses each engagement with a deep understanding of zoning principles and best practices, strong project management, writing, and graphics production.

Core Services. Since 2006, LWC has been dedicated to working with California cities to assure compliance with State Housing Law and consistency and clarity of zoning codes. This is a target project for LWC. Our core services include:

- Zoning Ordinances, Development Codes, Form-Based Codes, and Design Standards and Guidelines
- Long-Range Planning, Specific Plans, TOD Plans, and Corridor Plans
- Housing Elements and Affordable Housing Policy
- Financial Feasibility, Market Analyses, and Revitalization Strategies

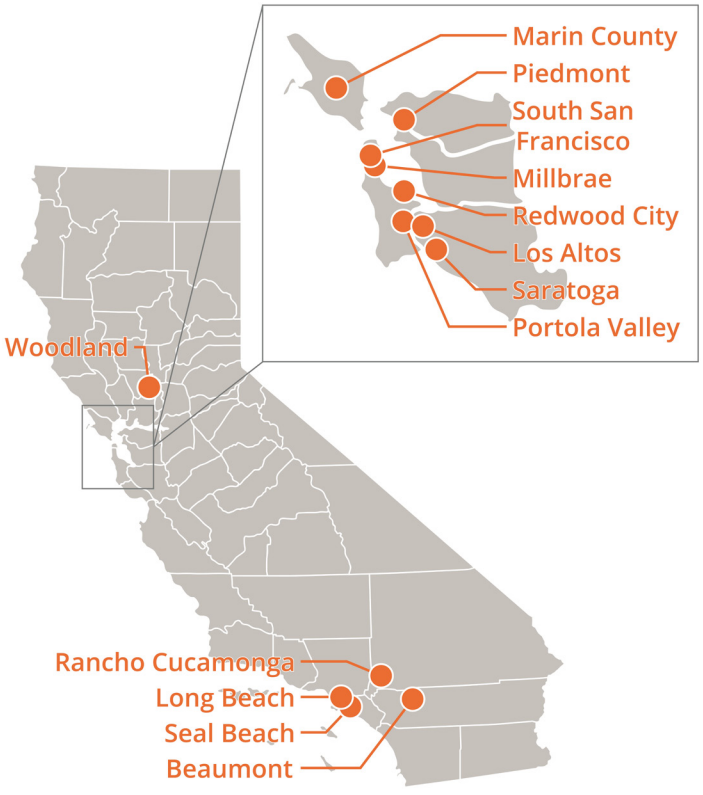
Close Communication and Data-Driven Management. Our approach relies on close collaboration with clients through regularly scheduled calls and meetings, regular progress reports, and fast



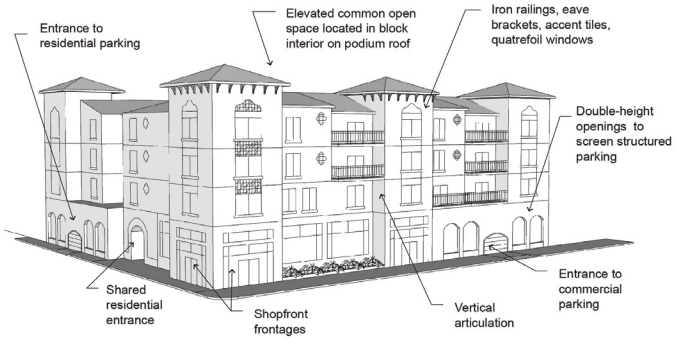
and thorough turnaround on all document review and communication. Our operations are supported by BigTime, a performance management software LWC employs to track project progress by task and team member in real time. This enables the LWC team to anticipate and adjust for issues before they occur and keep the project on schedule and on budget.

Targeted Experience. LWC has led over 100 zoning code engagements and 15 successful Housing Element Updates in this 6th Cycle. LWC has developed produced Objective Design Standards and prepared related Zoning Amendments for the following jurisdictions:

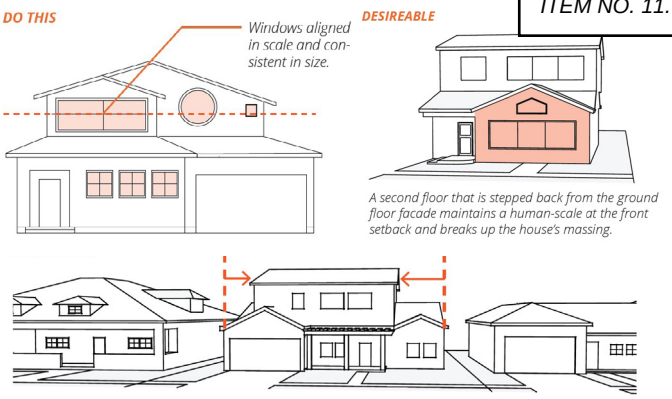
- City of Beaumont (Riverside County)
- City of Long Beach (Los Angeles County)
- City of Los Altos (Santa Clara County)
- Marin County
- City of Millbrae (San Mateo County)
- City of Piedmont (Alameda County)
- Town of Portola Valley (San Mateo County)
- City of Rancho Cucamonga (San Bernardino County)
- City of Saratoga (Santa Clara County)
- City of Seal Beach (Orange County)
- City of South San Francisco (San Mateo County)
- City of Woodland (Yolo County)



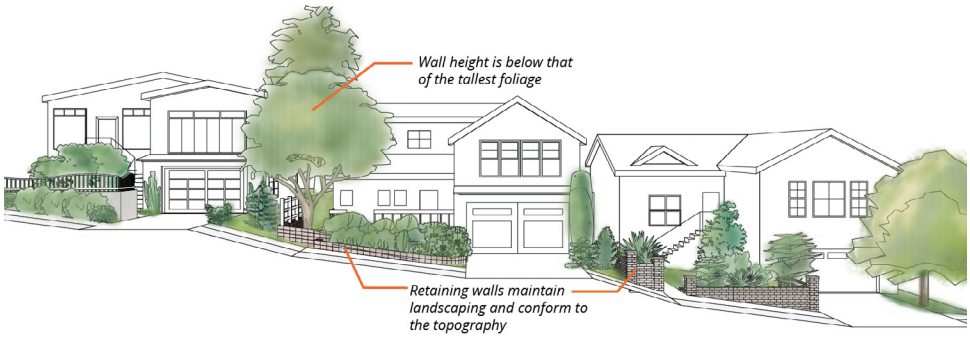
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LWC tested out the objective design standards on a key Housing Element opportunity site in Piedmont, CA.



The Redwood City Residential Design Guide provides guidance on a range of architectural elements.



Landscaping is an integral part of the neighborhood streetscape.

As a firm, we are dedicated to the following principles on all of our engagements:

Equity. Ensures that the benefits and burdens of the new code are shared across the community, expand opportunities for affordable housing and affordable commercial space, and support a diversity of businesses.

Viability. Fosters development that supports housing, employment growth, vibrant commercial centers and business districts while considering market forces, economic feasibility and fiscal performance.

Quality. Assures standard of excellence that retains value, is long lasting, and responds to context and character of neighbor-hoods, corridors, and districts.

Context. Responds and enhances to the unique character of neighborhoods, corridors, centers, and districts.

Predictability. Offers a high degree of control and assures alignment with expectations of development outcomes for the City, property owners, businesses, and the development community.

Flexibility. Able to accommodate reasonable adjustments to assure positive outcomes and community compatibility over time.

Clarity. Be easy to understand for community members, developers, and City officials and staff, and enable consistent interpretation at the planning counter.

Docusign Envelope ID: DCBAF5EA-5651-4430-AF6A-57E5AEA67357

CITY OF LOS ALTOS

Objective Design Standards for Multi-family and Residential Mixed Use Development

STATUS:
Adopted September 2021

TIMEFRAME:
May 2020 – September 2021

BUDGET:
$341,750

REFERENCE:
Guido F. Persicone, MUP, AICP
Planning Services Director
City of Los Altos **(Former)**
Community Development Director **(Current)**
City of Marina
211 Hillcrest Ave.
Marina, CA 93933
(831) 884-1281
gpersicone@cityofmarina.org

PARTNERS:
Opticos Design, Inc.
W-Trans

LWC also updated the Los Altos 6th Cycle Housing Element, which was adopted by City Council on January 24, 2023 and certified by the HCD in September 2023.

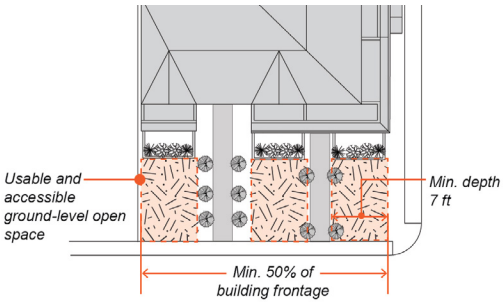
LWC was hired by the City of Los Altos to develop design standards for the City's Zoning Code to be compliant and consistent with State laws SB2, SB35, SB330, and AB1485, and facilitate the production of safe, attractive and diverse housing.

LWC implemented the project with an outreach campaign grounded in interviews with City staff, City Council members, Planning Commissioners, developers, architects, and property and business owners. Outreach also included a series of Joint Planning Commission/City Council Study Sessions.

Armed with feedback from the community, LWC conducted a thorough review and evaluation of existing standards, criteria, and guidelines for multifamily and residential mixed-use development, focusing on existing subjective design standards. LWC also conducted a micro-scale analysis of built form in the key areas as well as lot testing on sample sites.

Based on the findings of the analysis and input from City leadership, LWC drafted and illustrated a set of objective design standards for all 11 zoning districts that support multi-family or residential mixed-use development. The standards ensure that criteria for approval are clear, objective, and lead to predictable high-quality results that reflect the City's unique character.

The City Council adopted the Objective Design Standards in September of 2021.





Micro-scale analysis of a downtown residential district

Docusign Envelope ID: DCBAF5EA-5651-4430-AF6A-57E5AEA67357

CITY OF MILLBRAE

Citywide Objective Design Standards and Zoning Code Amendments

STATUS

Anticipated adoption November 2025

TIMEFRAME

December 2023 – November 2025

BUDGET

$513,202

REFERENCE:

Roscoe Mata
Planning Manager
City of Millbrae
621 Magnolia Avenue
Millbrae, CA 94030
(650) 259-2416
Rmata@ci.millbrae.ca.us

LWC was hired by the City of Millbrae to develop objective residential design standards that ensure consistency and compliance with State laws including SB 330, SB 6, AB 2011, and laws related to Accessory Dwelling Units (ADUs). The project's goals are to establish standards for the design of single-family residential development, duplexes, triplexes, ADUs, multi-family, and mixed-use developments; and to introduce a new residential design review process aimed at facilitating residential permitting.

To ensure the community's voice is evident in the updated Zoning Code, LWC has worked closely with City staff to facilitate study sessions with the City Council, Planning Commission, and Community Enhancement Advisory Committee; a Community Workshop; a Community Open House; an online Community Survey; and social media posts to gather community input on design preferences and priorities. LWC has also designed and hosts a project website (www.millbraeresidentialdesign.org).

Based on a thorough review and analysis of existing residential design, a review of existing policies and standards, and input from the community and decision-making bodies, LWC is drafting design standards that are clear, visually engaging, user-friendly, and will lead to predictable high-quality and context-sensitive design.

Anticipated adoption of the Citywide Objective Design Standards and Zoning Code Amendments is November 2025.

Figure 4-1: Characteristic Design Elements of Millbrae Single-family, Duplex and Triplex Development



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CITY OF PIEDMONT

Multifamily and Mixed Use Objective Design Standards, Proformas, and Prototype Plans and Incentives for Accessory Dwelling Units

STATUS:

Adopted September 2023

TIMEFRAME:

September 2020 – September 2023

BUDGET:

$159,930

REFERENCE:

Kevin Jackson, AICP
Planning & Building Director
City of Piedmont
120 Vista Avenue
Piedmont, CA 9461
(510) 420-3039
kjackson@piedmont.ca.gov

PARTNERS:

Open Scope Studio
Plan to Place

LWC also updated the Piedmont 6th Cycle Housing Element. The Housing Element was adopted by City Council on March 20, 2023 and was certified by the HCD in October 2023.

In 2020, the City of Piedmont hired LWC to create Objective Design Standards for mixed-use and multi-family development, conduct site and feasibility testing, develop strategies to aid the City in affirmatively furthering fair housing consistent with AB 686, and provide incentives for ADUs. The project aimed at accelerating housing production by streamlining the development review process while assuring the community's support for the design, quality, and placement of new units.

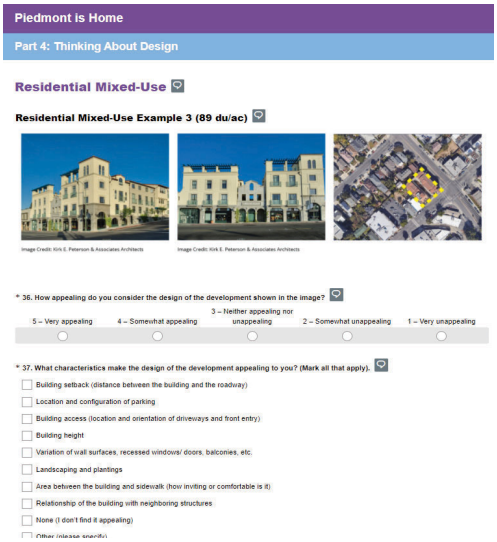
Piedmont values its beautiful neighborhoods, generous park space, and small-town charm. The community is also aware of its unique constraints: almost 70 percent of Piedmont is designated for single-family residential and only 0.3 percent for multi-family residential. Vacant land accounts for less than two percent of the land area.

A critical feature of the project is outreach, education, and community participation. As such, LWC led a robust community engagement effort which featured stakeholder interviews, community workshop, two workshops with the Housing Advisory Committee, and a community-wide Fair Housing Survey that garnered over 800 responses.

LWC worked closely with City staff and the community to assess the City's existing subjective guidelines, analyze housing opportunity sites, test the existing development standards on two development sites, and ensure the community's design preferences are reflected in the new development standards.

LWC also conducted a financial feasibility analysis for the two development sites using 3D models and proforma analysis. LWC assured the ODS would be financially feasible and would lead to outcomes supported by the community.

The standards were adopted by City Council in September 2023.





Building façade > 45 ft



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CITY OF REDWOOD CITY

Citywide Residential Design Guide

STATUS:

Approved July 2021

TIMEFRAME:

June 2019 - July 2021

BUDGET:

$183,580

REFERENCE:

William Chui
Associate Planner
City of Redwood City
1017 Middlefield Road
Redwood City, CA 94063
(650) 780-5916
wchui@redwoodcity.org

LWC was hired by Redwood City to create the City's first Residential Design Guide. The Citywide Residential Design Guide was initiated in 2019 to address concerns regarding design, massing, scale, and proportions of single-family homes in relation to neighborhood context.

The Guide applies to all residential design in the city with particular emphasis on single-family homes. The Guide also provides criteria for the evaluation of projects that require either staff-level or hearing-level review. These include second-story additions, modifications to a second story, new single-family two-story structures; single-family projects that exceed 3,000 square feet or an FAR of 0.45; and additions to homes on lots with an average slope of 15 percent or more.

LWC worked closely with City staff on an extensive outreach program to determine the community's preferences, priorities, and concerns about single-family residential design. The community outreach process included a project website, FAQ sheet, project postcards, initial information gathering sessions with key stakeholders, a Pinterest page, interactive Walk-shops specific to each Redwood City neighborhood, two online surveys, an Open House, two Community Workshops, and a table at a community Farmers' Market.

In addition to the Design Guides, LWC recommended Zoning Code amendments, including modifications to single-family development standards, Zoning Administrator Permit findings, and procedural changes for project noticing and approval.

The passage of SB330 during the project led the City to approve the Design Guide for a 1-year pilot program, after which time the City would determine how to update them as objective standards.





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CITY OF SARATOGA
Objective Design Standards

STATUS:

Adopted

TIMEFRAME:

September 2022 – October 2023

BUDGET:

$159,511

REFERENCE:

Christopher Riordan
Senior Planner
City of Saratoga
13777 Fruitvale Avenue
Saratoga, CA 95070
(408) 868-1235
criordan@saratoga.ca.us

The City of Saratoga hired LWC to implement their 6th Cycle Housing Element, develop Objective Design Standards, and achieve the City's goals of compliance with state law while maintaining small-town character and a high quality of life for its residents.

LWC initiated the project with a review of recent development projects, evaluation of context and design characteristics of the proposed housing opportunity areas as well as policy direction from the General Plan, guidance and policy direction from Specific Plans and Design Guidelines.

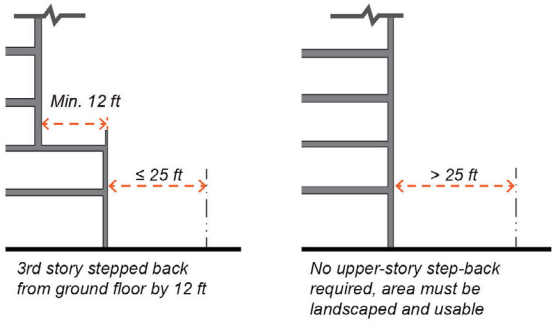
Using 3D modeling software, LWC tested the proposed standards for the new residential mixed-use zones on specific housing opportunity sites to confirm that the standards would be feasible and meet City goals.

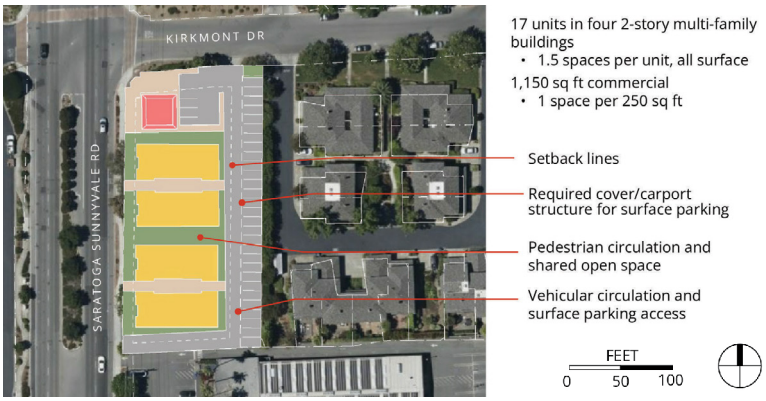
Based on the findings of the analysis and input from meetings with City staff, LWC drafted and illustrated new Objective Design Standards for the opportunity sites to be re-zoned to support multi-family or residential mixed-use development.

The new standards satisfy the State's requirements for Objective Design Standards in accordance with SB330. LWC also provided direction on corresponding updates to the Zoning Code.

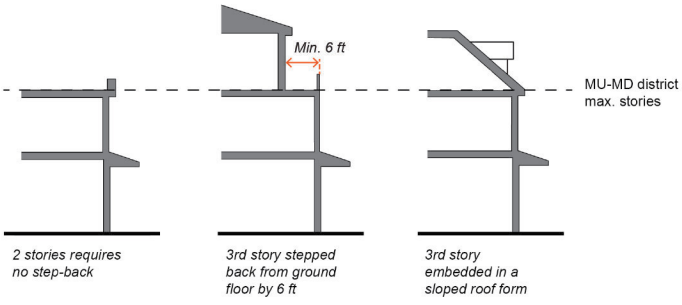
The Objective Design Standards were adopted by the City Council in October 2023.

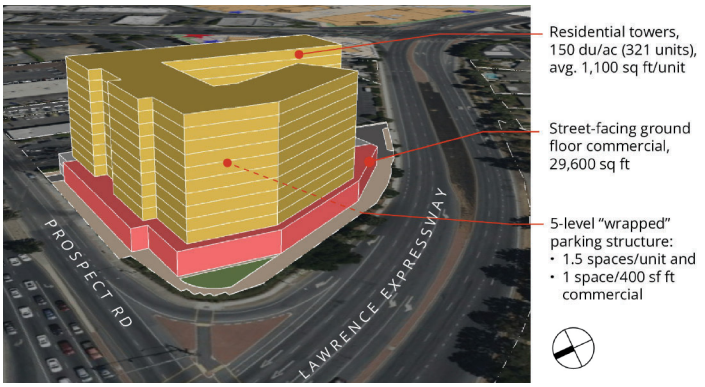
Upper Story Front Step-Back, MU-VHD District:





Upper Story Step-Back, MU-MD District:





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Urban Planning Partners, Inc.

Urban Planning Partners (UPP) is a land use planning firm that was established in 2009. We are a small firm located in Downtown Oakland and 100-percent woman-owned.

The firm is led by Lynette Dias, UPP's Founder and President. Lynette has over 30 years of urban and environmental planning experience. She began her career in the public sector in northern and southern California cities, and later transitioned into consulting, where she spent the majority of her career working for public agencies and private developers throughout California.

Our Mission and Values

Our mission is to help create better places in partnership with our clients and the communities in which we work. Our core values are:

- ***We care.*** We have called the Bay Area home since our founding and love playing a part in shaping some of our favorite places. We take on projects that stir something in us, and it shows.
- ***We collaborate.*** Projects are stronger when the development process is collaborative. Whether it's working with one another, our subconsultants, or our clients, we believe in joining forces.
- ***We reach.*** The potential for what we can do, not relying on what we've always done, is what motivates us. Reaching up and preaching out keeps our work innovative, our team engaged, and our approach inclusive.
- ***We are real.*** We pride ourselves on telling it like it is. Our clients can count on us for honest, practical guidance.

Our key services include planning policy, development services, community engagement, environmental review, contract planning, and grant writing. Trust, objectivity, and insight are the foundations of our work. Our dedication, strong communication skills, and diverse range of experience enable successful partnerships with our clients. We collaborate with our clients and the communities in which we work to achieve approval and implementation of policies and projects that better urban environments.

Community Engagement

At UPP, we believe that objective design standards function best when they are developed in collaboration with community members who know their community best and key stakeholders who have a detailed understanding of the development process.

UPP has lead outreach and engagement efforts related to objective design standards in several communities including Santa Cruz, Foster City, and San Jose. Our experience working on these projects has taught us the importance of getting to know the communities we serve, taking part in active listening, being transparent, and providing ample opportunities for the community to learn about the project and provide input.

In Santa Cruz, the UPP team led a robust outreach campaign to develop standards that represented the community. UPP collected feedback from a diverse group of community members and stakeholders via an online survey, tabling events, community workshops, focus group meetings, and a planning commission study session. UPP used this feedback to draft objective design standards that balance a variety of needs and perspectives. Because the UPP team worked with the community to develop objective design standards, the standards earned broad support and were unanimously adopted by the City Council.

In Foster City, UPP used a different approach to encourage community ownership of objective development standards. Here, UPP designed a "Data Walk" activity that guided community members through the design of ten housing projects in Foster City and asked them to provide feedback on their experience of those projects. UPP worked to identify common themes among the feedback collected, including which features and characteristics were most positively/ negatively perceived. Based on our findings, our team drafted objective design standards that were most likely to be positively perceived while still remaining feasible, satisfying legal requirements, and aligning with housing development targets.

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URBAN PLANNING PARTNERS INC.

RELATED PROJECT EXAMPLES AND REFERENCES

SANTA CRUZ MULTI-FAMILY DEVELOPMENT OBJECTIVE DEVELOPMENT STANDARDS AND COMMUNITY ENGAGEMENT

CITY OF SANTA CRUZ



UPP worked with the City of Santa Cruz to develop objective development standards for multi-family development per State laws SB 35 and the Housing Accountability Act. Given previous misinformation and community resistance to multi-family development, the UPP team (in partnership with InterEthnica) developed and carried out an equity-focused engagement approach to reach communities not typically involved with the planning process including the Latinx community, low- and moderate-income households, and university students. Through targeted engagement and candid discussions with stakeholders, the team facilitated meaningful dialogue that shaped development standards that are economically feasible for developers and representative of community priorities and values.

The team presented the community engagement strategy to the Planning Commission, where they heard unanimous support. In addition to community engagement, the objective standards are informed by robust analysis. UPP led a team of technical subconsultants with economic, transportation, and urban design expertise to ensure the development standards are feasible. UPP, with help from Kristen Hall City Design and Strategic Economics, completed test fits and proforma analyses to identify barriers to development that could be addressed with the objective development standards. The standards were approved by the Santa Cruz City Council on November 15, 2022. Following adoption of the Objective Development Standards, UPP assisted the City in developing an Objective Development Checklist for both applicant and internal use to implement the standards.

Client Contact

Sarah Neuse, Senior Planner – Advanced Planning
City of Santa Cruz
831.420.5092
sneuse@cityofsantacruz.com

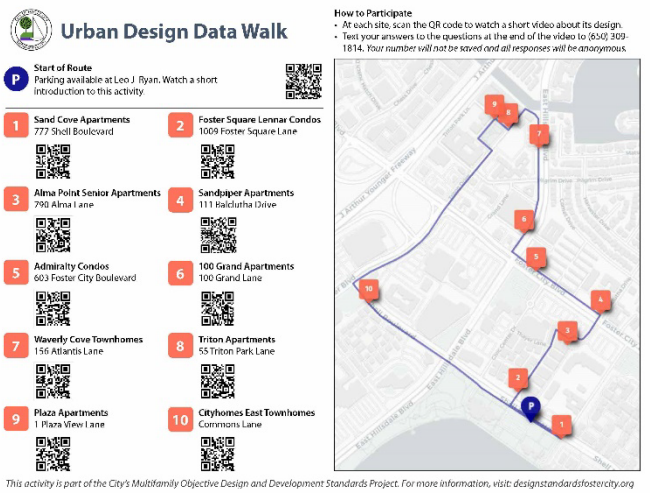
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URBAN PLANNING PARTNERS INC.

FOSTER CITY OBJECTIVE MULTI-FAMILY AND MIXED-USE DESIGN STANDARDS

CITY OF FOSTER CITY

Objective design standards often require the use of industry best practices and technical terms to translate personal experiences of a place (e.g., "community character") into quantifiable measures. As a result, these standards can be challenging for community members and decisions-makers to envision – or for planning professionals to articulate.



UPP and Van Meter Williams Pollack teamed up to work with Foster City to develop objective design standards for multi-family and mixed-use developments. The standards address site development, buildings, and landscape and Foster City's unique waterfront setting.

To help frame this conversation, UPP designed a "Data Walk" activity that guided community members through the design of ten housing projects in Foster City and asked them to provide feedback on their experience of those projects. Stakeholders could participate physically (by scanning QR codes at each location) or digitally (by interactive map), at their own pace. Each stop included a short video explaining key design features and prompting participants with open-ended questions. Participants could then send texts, take a survey, or fill out a physical handout to respond to the questions. The project included preparing objective design standards in a new chapter of the City's zoning regulations, related zoning regulation amendments in numerous other chapters, checklist for developers, and a users' guide with additional photos and graphics to explain the standards.

Client Contact
Sofia Mangalam, Community Development Director
City of Foster City
650.286.3239
smangalam@fostercity.org

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URBAN PLANNING PARTNERS INC.

IRVINGTON BART STATION SITE PLAN, STATION AREA PLAN, AND ENVIRONMENTAL REVIEW

BART AND THE CITY OF FREMONT



UPP led a team of consultants on the development of a Station Site Plan and Station Area Plan for the new Irvington BART Station. Working with a large team and two different clients on a controversial project required a proactive project management approach and robust community outreach.

Leading the development of the Station Area Plan, UPP worked with Urban Field Studio to guide future development in the area surrounding Irvington Station and stitch the new station into the existing community. We prioritized crafting a Station Area Plan that is useful and easily readable for planners and developers and that includes objective development standards.

The outreach strategy for Irvington BART Project included message development, targeted stakeholder engagement, and public outreach. Targeted stakeholder outreach included focus groups with the Irvington Business Association, Washington Township Historical Society, and property owners and developers with property interests near the station. Involving these groups early in the planning process in a transparent and collaborative manner allowed the project team to gain a diverse group of supportive stakeholders. UPP also organized and led classroom presentations to approximately 150 students at Irvington High School, spoke to over 100 people while tabling at the Irvington Farmer's Market, developed multiple online surveys, and led large community workshops that attracted over 100 participants.

UPP also led the streamlined environmental review process to clear the Irvington Station which consisted of an addendum to the 1991 Warm Springs BART Extension EIR and 2003 Warm Springs Extension Supplemental EIR. Completion of this project has achieved the City of Fremont's longstanding vision of a transit-oriented, active area, strategically integrated with the future Irvington BART Station; consistent with the City's 2011 General Plan and Irvington Community Plan goals.

Client Contact
Kristie Wheeler, Interim Assistant Community Development Director (former Fremont Planning Manager)
City of Dublin
925.833.6610
kristie.wheeler@dublin.ca.gov

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QUALIFICATIONS OF KEY PERSONNEL

Lisa Wise Consulting, Inc.

LWC's approach for the Objective Design Standards Project will rely on our team's expertise in California Housing Law, best practices for Zoning Code audits and updates, and our experience on similar projects. The LWC Team assigned to this Project brings decades of relevant practice and understanding:

Lisa Wise, AICP (Principal) has over 30 years of professional Project Management experience leading housing element updates in the 4th, 5th and 6th cycles as well as zoning code audits and updates throughout California and the U.S. as well as large-scale code engagements in the Middle East.

David Bergman (Director) brings over 25 years of experience in California Housing law and zoning regulation. David was the LWC Project Manager for 6th Cycle Housing Element Updates, Inclusionary Housing Ordinances and Density Bonus programs in Long Beach, Alameda County and Novato and has served as the Director of Planning and Building in the City of South Pasadena.

Monica Szydlik, AICP (Project Manager) brings over 18 years of project management, zoning code and community design experience. Monica holds a Master's degree in architecture and has led objective design standards and design guidelines projects in Piedmont, Los Altos, Woodland, South San Francisco, Saratoga, Portola Valley, Redwood City, and Seal Beach.

Stefano Richichi (Senior Associate) has over nine years of zoning code and community development experience. He supports the LWC team in comprehensive code review, assessment, and strategies to ensure more user-friendly, streamlined, modern development regulations that implement the community's vision.

Caroline Chen (Associate) brings nearly four years of graphics, design and long-range planning experience and will support the team with comprehensive research and developing drafts and editing deliverables.

Urban Planning Partners, Inc.

The UPP team bring extensive expertise in community development, and land use and policy planning. The UPP Team assigned to this Project brings the following qualifications and experience:

Curtis Banks, AICP (Principal-in-Charge) has over 30 years of experience in planning and community development, including affordable housing, building, and code enforcement. Curtis has managed a wide variety of residential and non-residential projects, coordinating all facets of the project from the beginning of the planning and environmental review process through construction. Curtis has spent his entire career working for communities in Santa Clara and San Mateo counties (including as consultant to Los Gatos). Curtis is currently overseeing projects in Saratoga and Newark.

Carla Violet (Project Manager) has over 10 years of experience managing land use and policy planning, environmental review, and community engagement projects customized to address specific project objectives, anticipated challenges and opportunities, and community concerns. She is skilled at effectively evolving community engagement strategies to ensure responsiveness to project issues that arise during the planning process and to ensure an appropriately representative cross-section of the community and/or stakeholders are engaged. Carla serves as the East Bay Community Relationship Manager for the Link 21 Program which aims to expand BART and other rail systems by adding another transbay crossing between Oakland and San Francisco.

Grant Sles (Project Planner) has nearly five years of experience in urban planning and has worked in both the public and private sector. His main areas of expertise are housing policy, community engagement, climate resilience, and environmental justice. He has played a key role in developing general plan elements and specific plans throughout the West Coast and implemented affordable housing programs at the County of Ventura.

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LISA WISE, AICP

President, CEO

As a certified planner and public accountant, Lisa has over 30 years of professional experience in housing policy, land use regulation, real estate finance, and the management of complex projects. Lisa is a part-time lecturer at the California Polytechnic State University in San Luis Obispo focusing on courses in housing and real estate finance.

Lisa has been directly responsible for a breadth of large-scale projects aimed at accelerating housing production and complying with State housing law. These include 35 housing elements in the 4th, 5th, and 6th Cycles as well as Fair Housing Assessments, Inclusionary Housing Ordinances, Objective Design Standards, and Density Bonus Programs. She has also overseen over 23 master and specific plans, 80 zoning coed audits and updates and 35 economic and financial feasibility engagements.

SELECT RELEVANT PROJECT EXPERIENCE:

- Arroyo Grande, CA | Housing Element Update, 4th and 5th Cycle
- Austin, TX I Citywide Code Update
- Atascadero, CA | Affordable Housing Short Sale Policy, Housing Element Implementation and Housing Element 4th and 5th Cycle
- Benicia, CA | Housing Element Update, 4th and 5th Cycle
- Columbus, OH, Code Assessment and Code and Zoning Map Update
- Flagstaff, AZ | Zoning Ordinance Update
- Grover Beach, CA | Zoning Code Update, West Grand Avenue Masterplan, and 4th Cycle Housing Element Update
- Hayward, CA I Downtown Specific Plan and Code Update
- King City, CA | Housing Element, 4th Cycle
- Livermore, CA | Development Code Update and 5th Cycle Housing Element Update
- Long Beach, CAI 6th Cycle Housing Element Update
- Long Beach, CA I SB9 Ordinance and ADU Ordinance
- Loomis, CA | Housing Element Update 3rd, 4th and 5th Cycle
- Malibu, CA | Zoning Code and Local Implementation Plan Update
- Merced, CA | Bellevue Corridor Plan
- Mesa, AZ | Form-Based Code and Regulating Plan
- Petaluma, CA | SMART Rail Station Areas: TOD Master Plan
- Pismo Beach, CA | Housing Element, 4th Cycle
- Richmond, CA | Livable Corridors Plan, South Shore Specific Plan, and 4th and 5th Cycle Housing Element Update, Fair Housing Ordinance Evaluation and Update
- Saratoga, CA I Mixed Use Multifamily Objective Design Standards
- Tehachapi, CA | Housing Element Update 4th and 5th Cycle
- Vallejo, CA | Housing Element Update 5th Cycle
- Woodland, CA, 6th Cycle Housing Element Update
- Woodland, CA I Comprehensive Code Update



PAST WORK EXPERIENCE

California Polytechnic State University
Adjunct Faculty | San Luis Obispo, CA | 2002 - Present

Crawford, Multari & Clark Associates
Professional Consultant | San Luis Obispo, CA
2001 – 2006

Governor's Office of Planning & Research (OPR)
Intern | Sacramento, CA | 1999 – 2000

PricewaterhouseCoopers, LLP
Financial Services Manager | New York, NY
1990 – 1999

EDUCATION

California Polytechnic State University
Master of City & Regional Planning | San Luis Obispo, CA

DePaul University
M.S., Accountancy | Chicago, IL

University of Cincinnati
B.S., Business Administration in Marketing & Finance

CERTIFICATIONS & MEMBERSHIPS

American Planning Association (APA)
American Institute of Certified Planners (AICP)

California Planning Foundation
Treasurer, 2019 – Present

Dean's Leadership Council
California Polytechnic State University, College of Architecture & Environmental Design, 2018 – Present

Congress for the New Urbanism (CNU)
Paul Crawford Award for Excellence in Planning, 2017

Form-Based Code Institute (FBCI)
Chair, 2015 – 2018 | Treasurer, 2014 – 2015

Certified Public Accountant, 1991 – 1999

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DAVID BERGMAN

Director

With over 25 years of experience, David has focused on housing regulation, financial feasibility analysis, and urban planning projects, with an emphasis on the formation and implementation of local and regional development strategies. He brings an understanding of California Housing Law earned working directly with California cities and counties on the identification and assessment of financing options for affordable housing, student and workforce housing, and inclusionary housing, and strategies for improved jobs/housing balance and anti-displacement programs.

As the Director of Planning for the City of South Pasadena, he oversaw the successful approval of the City's first density bonus application and adoption of an Accessory Dwelling Unit (ADU) Ordinance that was approved by the California Department of Housing and Community Development (HCD). David successfully led 6th Cycle Housing Element Updates in Long Beach, Novato, and Alameda County among others.



RELEVANT PROJECT EXPERIENCE:

- Alameda County, CA | 6th Cycle Housing Element Update
- Artesia, CA | Mixed-Use Overlay Zone Analysis and Recommendations
- Beverly Hills, CA | Economic Sustainability Plan Update
- Citrus Heights, CA | Housing Prototype Testing
- Cypress, CA | Inclusionary Housing Feasibility Study
- Folsom, CA | Financial Feasibility Analysis for Residential and Mixed Use
- Long Beach, CA | 6th Cycle Housing Element Update
- Long Beach, CA | SB9 and ADU Ordinance
- Lompoc, CA | Housing Market Analysis
- Modesto, CA | Financial Feasibility Analysis for Residential and Mixed Use
- Novato, CA | 6th Cycle Housing Element Update, Rezoning Program, and Inclusionary Housing Ordinance
- Portola Valley, CA | Conceptual Site Plans, Zoning Code Amendments, and Objective Design Standards
- Rancho Cucamonga, CA | Economic Development Strategic Plan
- San Diego, CA | Barrio Logan Affordable Housing Strategy
- San Fernando, CA | Workforce Housing Analysis
- San Gabriel, CA | Inclusionary Housing Ordinance
- Santa Maria, CA | 6th Cycle Housing Element Update and Market Analysis
- Santa Rosa, CA | Jobs Housing Balance Study
- Seal Beach, CA | 6th Cycle Housing Element Update
- St. Helena, CA | Inclusionary Housing Ordinance
- Sun Cal, Anaheim, CA | Inclusionary Housing Strategy, Palatium Triangle
- Tehachapi, CA | 6th Cycle Housing Element Update
- Woodland, CA | Financial Feasibility Analysis for Residential and Mixed Use

PAST WORK EXPERIENCE

Metropolitan Research and Economics
Principal, Director, and Owner | Santa Monica, CA
2009 - 2020

City of South Pasadena, CA
Director, Planning and Building
2018 - 2019

City of Santa Cruz, CA
Manager of Special Projects, Economic Development
2014 - 2017

Economics Research Associates
Principal | Los Angeles, CA
1996 - 2009

EDUCATION

University of California
M. of Planning Geography | Los Angeles, CA

University of Wisconsin
B.A., Geography and Classical History | Madison, WI

ACADEMIC EXPERIENCE

University of Southern California
School of Architecture
2016 – 2019

Southern California Institute of Architecture
2001 – 2016

University of Michigan
School of Architecture
2009 – 2010

Docusign Envelope ID: DCBAF5EA-5651-4430-AF6A-57E5AEA67357

MONICA SZYDLIK, AICP

Senior Associate

Monica brings over 18 years' experience in planning and urban design to LWC. She has focused her career on leading specific plans, transit-oriented development plans, streetscape design, design guidelines, form-based development regulations, and zoning code updates. Her skills include managing multi-disciplinary teams, meticulous attention to detail, deep understanding of land use regulations, facilitating community outreach, and delivering projects on time and within budget. Monica is an expert in integrating 3-D modeling, diagramming, and photo simulations for more attractive, publishing-quality reports and presentations. Monica brings a comprehensive approach that combines technical urban planning knowledge, an emphasis on architecture and design, and a focus on feasibility of implementation.

Monica holds a Master of Architecture from the University of Michigan and a Bachelor of Arts in History from the University of California, Berkeley.

Relevant Project Experience:

- Avondale, AZ | Avondale City Center Specific Area Plan
- Belmont, CA | Belmont Village Specific Plan
- Burbank, CA | Single-Family Neighborhood Compatibility and Design
- Honolulu, HI | Downtown and Kalihi Neighborhood TOD Plans
- Livermore, CA | Isabel Neighborhood Plan and EIR
- Long Beach, CA | ADU and SB 9 Local Ordinances
- Los Altos, CA | Objective Design Standards
- Piedmont, CA | Mixed-Use and Multi-Family Objective Design Standards, Prototype Plans and Incentives for Accessory Dwelling Units
- Portola Valley, CA | Conceptual Site Plans, Zoning Code Amendments, and Objective Design Standards
- Rancho Cucamonga, CA | Form-Based Code
- Redwood City, CA | Hillside Regulations
- Redwood City, CA | Citywide Single-Family Residential Design Guidelines
- Saratoga, CA | Objective Design Standards
- San Bruno, CA | Bayhill Specific Plan
- San Diego, CA | Mission Valley Community Plan - Urban Design
- San Jose, CA | Santana Row/Valley Fair and Winchester Boulevard Urban Village Master Plans
- San Pablo, CA | San Pablo Avenue Specific Plan
- Santa Cruz County, CA | Accessory Dwelling Unit Guidebooks
- Seal Beach, CA | Housing Element Implementation, Objective Design Standards
- South Lake Tahoe | CA, Tahoe Valley Development and Design Standards
- South San Francisco, CA | El Camino Real/Chestnut Avenue Area Plan
- South San Francisco, CA | Zoning Code Update & Form-Based Code
- Woodland, CA | Comprehensive Zoning Code Update



PAST WORK EXPERIENCE

Dyett & Bhatia Urban and Regional Planners
Senior Associate | Oakland, CA
2006 – 2018

Kirk Miller Affiliates
Architectural Designer | San Francisco, CA
2005 – 2006

EDUCATION

University of Michigan, Ann Arbor
Master of Architecture

University of California, Berkeley
B.A. History

CERTIFICATIONS, MEMBERSHIPS, AND AWARDS

American Institute of Certified Planners (AICP)
2017 – Present

American Planning Association

- California Chapter Award of Excellence, 2018, Belmont Village Specific Plan
- Hawaii Chapter Honor Award for Urban Design, 2016, Downtown and Kalihi Neighborhood TOD Plans
- California Northern Section Award of Honor for Neighborhood Planning, 2012, El Camino Real/ Chestnut Avenue Area Plan
- Arizona Chapter Award, Master Plan Category, 2009, Avondale City Center Specific Area Plan

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STEFANO RICHICHI

Senior Associate

Stefano has eight years of experience focused on housing regulation and programs for establishing objective design standards, density bonus programs, inclusionary housing ordinances, and ADU ordinances. He has a practiced understanding of California housing regulation and effective strategies for legal compliance while honoring a community's vision for preserving the character of established neighborhoods and enabling attractive, affordable housing choices. Stefano supports the team in conducting site inventories and rezone candidate sites analysis, legal consistency review, workshop facilitation, and project management support.

Stefano's increasing responsibilities include serving as Deputy Project Manager for 6th Cycle Housing Element Updates in Alameda County, CA and Richmond CA, where he developed housing sites inventories, assessed existing housing policies and programs, and prepared and implemented community outreach aimed at historically disadvantaged and marginalized communities. He also created detailed demographic profiles and analyses of governmental and non-governmental constraints to housing, and works closely with City staff and the California Department of Housing and Community Development (HCD) in the Housing Element Update review, approval, and certification processes.

Stefano has a Bachelor of Arts in Economics and Philosophy from Azusa Pacific University in Azusa, California.

Relevant Project Experience:

- Alameda County, CA, 6th Cycle Housing Element Update
- Beaumont, CA, 6th Cycle Housing Element Update, Objective Design Standards and ADU Ordinance
- Coachella, CA, 6th Cycle Housing Element Update
- Costa Mesa, CA, Short-Term Rental Analysis
- Kingdom of Saudi Arabia, Development Authority Saudi Commission, Comprehensive Zoning Code
- Las Vegas, NV, Downtown Form-Based Code
- Lassen County, CA, 6th Cycle Housing Element Update and ADU Ordinance
- Lassen County, CA, Comprehensive Economic Development Strategy
- Lassen County, CA, Noise Element Update and Ordinance
- Los Altos, CA, 6th Cycle Housing Element Update
- Milpitas, CA, Comprehensive Zoning Code Update
- Novato, CA 6th Cycle Housing Element Update
- Palmdale, CA, Zoning Code Update
- Piedmont, CA, 6th Cycle Housing Element Update
- Pleasanton, CA, 6th Cycle Housing Element Update
- Richmond, CA, 6th Cycle Housing Element Update
- Riyadh, Kingdom of Saudi Arabia, Riyadh Urban Code
- San Gabriel, CA, 6th Cycle Housing Element Update
- Santa Maria, CA, 6th Cycle Housing Element Update
- Temple City, CA, 6th Cycle Housing Element Update



PAST WORK EXPERIENCE

County of Lassen, CA
- Senior Planner
- January 2020-August 2021
- Associate Planner
- April 2017-January 2020
- Assistant Planner
- May 2015-April 2017

City of Monterey Park, CA
- Economic Development Intern
- November 2014-April 2015

EDUCATION

Azusa Pacific University
- Azusa, CA
- Bachelor of Arts, Economics
- Concentration: Business
- Bachelor of Arts, Philosophy

CERTIFICATIONS & MEMBERSHIPS

American Planning Association (APA)
- 2021 - Present

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CAROLINE CHEN

Associate

Caroline brings four years of expertise in communicating how two-dimensional regulations influence the three-dimensional environment of residential neighborhoods, commercial corridors, and mixed-use zones. She is an expert in using the Adobe Creative Suite, SketchUp, AutoCAD, and other design programs to produce infographics, maps, and 3D models that enhance LWC's Housing Element updates, housing implementation programs, development codes, and long-range plans. Caroline has taken on increasing responsibility, supporting the LWC Team on housing-related engagements in Beaumont, Alameda County, Novato, Piedmont, Saratoga, and Seal Beach.

Caroline's professional background includes knowledge of the permit application and approval process through her work with San Francisco-based Geddes Ulinskas Architects. She holds a Bachelor of Science in City & Regional Planning and a minor in Landscape Architecture from California Polytechnic University, San Luis Obispo.

Relevant Project Experience:

- Alameda County, CA | Implementation of the Castro Valley General Plan, 6th Cycle Housing Element Update
- Beaumont, CA | 6th Cycle Housing Element Update, Objective Design Standards, and ADU Ordinance
- Columbus, OH | Zoning Code Update
- La Quinta, CA | Highway 111 Form-Based Code
- Las Vegas, NV | Downtown Form-Based Code
- Millbrae, CA | Citywide Objective Design Standards and Implementation of Related Zoning Code Amendments for Residential Developments
- Milpitas, CA | Zoning Code Update
- Norco, CA | Industrial Standards Update
- Novato, CA | 6th Cycle Housing Element Update
- Piedmont, CA | 6th Cycle Housing Element Update
- Portola Valley, CA | Conceptual Site Plans
- Portola Valley, CA | Zoning Code Amendments
- Rancho Cucamonga, CA | Form-Based Code Revisions
- Riyadh, Saudi Arabia | Riyadh Urban Code
- Saratoga, CA | Objective Design Standards
- Seal Beach, CA | Zoning Code Update
- South San Francisco, CA | Zoning Code Update
- St. Helena, CA | Zoning Code Update
- Vacaville, CA | Development Code Update
- Woodland, CA | Comprehensive Zoning Code Update



PAST WORK EXPERIENCE

Geddes Ulinskas Architects
Project Designer | San Francisco, CA
September 2019 – January 2021

Urban Planning Concepts
Planning Intern | Santa Maria, CA
June 2018 – August 2018

EDUCATION

California Polytechnic State University
B.S., City & Regional Planning | San Luis Obispo, CA
Minor in Landscape Architecture

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URBAN PLANNING PARTNERS INC.

CARLA VIOLET

ASSOCIATE PRINCIPAL AND PLANNING MANAGER

EXPERIENCE

Carla has ten years of experience in land use planning and environmental review services. She has managed several large projects with community outreach and engagement efforts customized to address specific project objectives, anticipated challenges and opportunities, and community concerns. She is skilled at effectively evolving community engagement strategies, as needed, to ensure responsiveness to project issues that arise during the planning process and to ensure an appropriately representative cross-section of the community and/or stakeholders are engaged. Carla has been a key player in Urban Planning Partners' success in gaining an informed and more aligned citizenry that supports change once the change is better understood.

Carla previously managed the entitlements assistance and community engagement process for the El Cerrito Plaza TOD project. This includes strategizing with the developer team, the City of El Cerrito, and BART on an entitlements process for securing project entitlements under Assembly Bill 2923 and the San Pablo Avenue Specific Plan as well as facilitating focused stakeholder meetings and both virtual and pop-up community meetings. She co-led the community engagement efforts for the Irvington BART Station Site Plan and Area Plan, collaborating closely with the City of Fremont and BART, ultimately evolving significant community opposition to valuable input and support. She also played a key part in supporting Urban Planning Partners role in leading all the City of Richmond's community outreach and engagement efforts related to its review and ultimate approval of the Chevron Refinery Modernization project, which involved a series of educational sessions and many stakeholder and community workshops, including a final series related to prioritizing community benefits.

PROJECT EXPERIENCE HIGHLIGHTS

- Link21 BART East Bay Relationship Manager
- Portola Valley Housing and Safety Elements Update and Community Engagement
- MTC/ABAG, Alameda County Housing Collaborative Technical Assistance, CA – Project Manager
- El Cerrito Plaza BART TOD Entitlements and Community Engagement, El Cerrito and BART
- Downtown and Brentwood Boulevard Specific Plan Updates
- Irvington BART Station Site Plan and Area Plan Community Engagement, City of Fremont and BART
- Chevron Refinery Modernization Project Outreach, Richmond, CA
- Eastline Project at 2100 Telegraph Avenue Entitlements and EIR, Oakland, CA
- Alameda Point Main Street Neighborhood Specific Plan

CAREER

Houseal Lavigne Associates	Associate Intern
Texas Low Income Housing Information Services	Policy Analyst Intern
Energy Solutions	Contracts Manager

CERTIFICATION

IAP2 Foundations in Public Participation

EDUCATION

Master of Science, Community and Regional Planning, University of Texas at Austin
Bachelor of Arts, Sociology, University of California, Davis

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URBAN PLANNING PARTNERS INC.

CURTIS BANKS, AICP

ASSOCIATE PRINCIPAL

EXPERIENCE

Curtis has over 30 years of experience with expertise in planning and community development, including planning, building, affordable housing, and code enforcement. He has served as a Community Development Director and has worked in a variety of capacities. Curtis has experience interacting closely with elected officials, senior management, commissioners, city departments, state and local agencies, and members of the public. He is skilled at leading staff, preparing budgets, and managing complex planning projects. He has managed comprehensive General Plan updates, Downtown Development Plan updates, Neighborhood Plans, and the preparation of ordinances. Curtis has worked on a wide variety of residential and nonresidential projects, included mixed-use projects, and has overseen the management of affordable housing programs. Curtis was the project manager for the redevelopment of a 20-acre industrial site for the City of Redwood City. Curtis was also the Project Director for the Saratoga Housing Element Update and EIR, the Portola Valley Housing and Safety Element Updates IS/MND, and the Antioch Housing and Safety Element Updates and EIR.

PROJECT EXPERIENCE HIGHLIGHTS

- Harbor View Redevelopment Project, Contract Planning, Redwood City, CA
- 505 East Bayshore Townhouse Project, Contract Planning Redwood City, CA
- Roselli Park Expansion IS/MND, Contract Planning, Redwood City, CA
- 6781 Thorton Avenue Mixed Use Project, Contract Planning, Newark, CA
- Affordable Housing Program Management, Foster City, CA
- Land Use/Circulation, Housing, and Recreation Elements of the General Plan, Foster City, CA
- Foster Square Mixed Use Senior Development, Foster City, CA
- Pilgrim Triton Master Plan, Foster City, CA
- Levee Protection Planning and Improvements Project, Foster City, CA
- Gilead Sciences Master Plan, Foster City, CA
- Lincoln Centre Life Sciences Research Campus Project, Foster City, CA

CAREER

City of Foster City	Community Development Director/Planning Manager/Senior Planner
City of Los Gatos	Planning Consultant
City of Los Altos	Senior Planner
City of Mountain View	Senior Planner
City of Morgan Hill	Senior Planner
City of Menlo Park	Associate Planner
City of Campbell	Planner II/I/Intern

EDUCATION

Master of Urban & Regional Planning, San Jose State University
Bachelor of Arts, Public Administration/Political Science, Hayward State University

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URBAN PLANNING PARTNERS INC.

GRANT SLES
Associate Planner

EXPERIENCE

Grant's background in long-range planning, policy development, and program implementation allows him to support Urban Planning Partners with long-range planning efforts, entitlements assistance, and development application review. In his previous work with Dudek, Grant provided support with existing conditions analyses, public workshops and outreach events, and policy writing. He has experience working in a variety of communities on issues related to land use, transportation, climate resilience, and environmental justice. Moreover, he has helped manage both large and small long-range planning projects.

Drawing upon his strong technical experience, Grant effectively analyzes data and create maps and graphics to convey research findings, design and facilitate community outreach activities, and develop actionable policies to address issues and achieve project goals. He is currently assisting to develop tools to advance affordable housing development in jurisdictions throughout Alameda County via the Alameda County Housing Collaborative.

PROJECT EXPERIENCE HIGHLIGHTS

- MTC/ABAG, Alameda County Housing Collaborative Technical Assistance, CA
- Newport Beach Comprehensive General Plan Update, Newport Beach, CA*
- Fresno Climate Adaptation Plan and Environmental Justice Element, Fresno, CA*
- Concord Housing Element Update, Concord, CA*
- Rialto General Plan Update, Rialto, CA*
- Eureka Waterfront Specific Plan, Eureka, CA*
- Clark County Aging Readiness Plan, Clark County, WA*
- Ventura County ADU Ordinance Update, Ventura County, CA*

CAREER

Dudek — Planner II
County of Ventura — CivicSpark Fellow
Institute of Transportation Studies — Advanced Research Aid

EDUCATION

Bachelor of Science, Environmental Policy Analysis and Planning, University of California, Davis

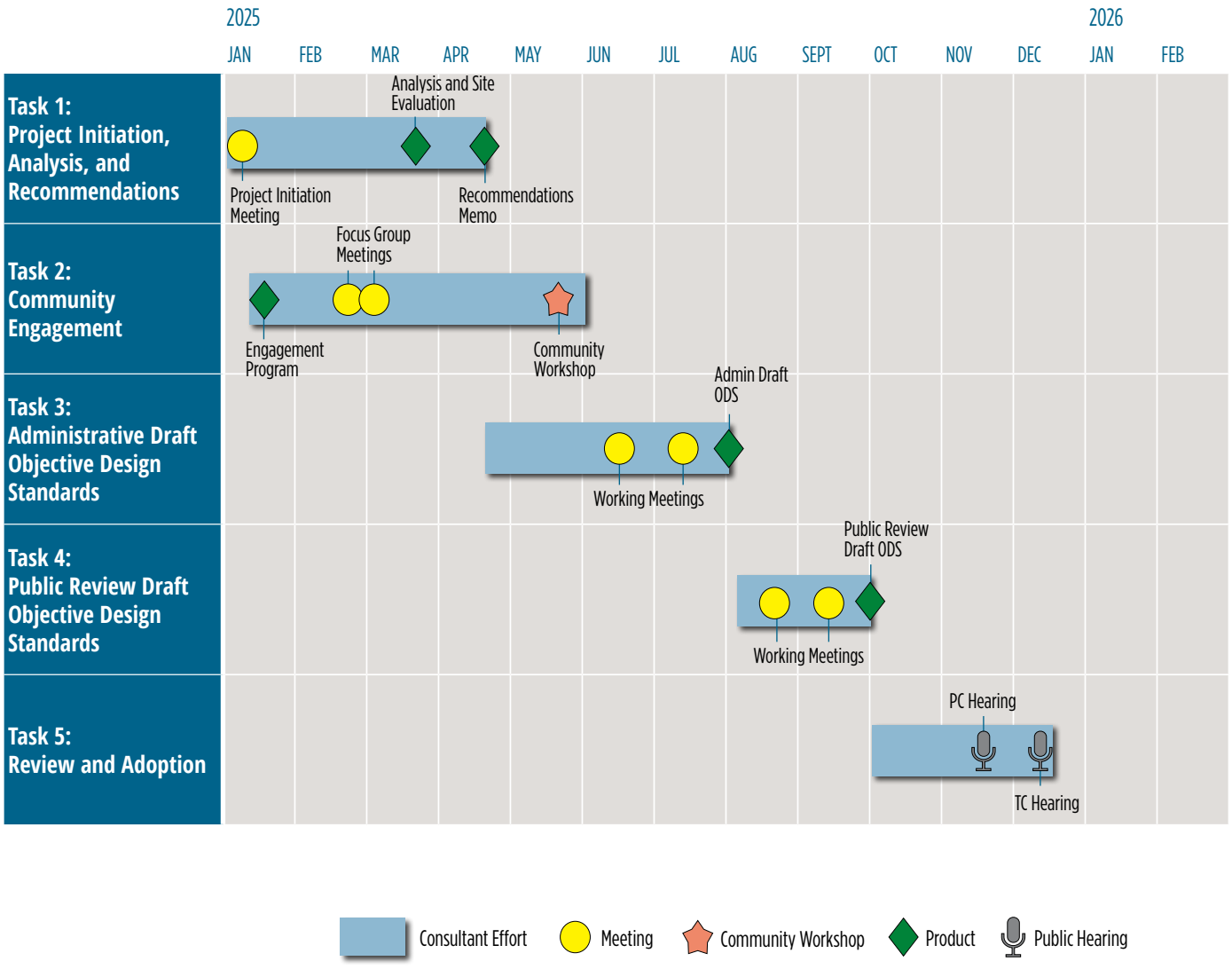
** Work with previous employer*

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TIMELINE

Town of Los Gatos

Updated/Additional Objective Design Standards
Project Schedule | October 26, 2024



Docusign Envelope ID: DCBAF5EA-5651-4430-AF6A-57E5AEA67357

SAMPLES

City Name	Project (Link to)
City of Piedmont	Multi-Family and Mixed-Use Design Standards
City of Saratoga	Article 15-58 - Mixed-Use and Multi-Family Design and Development Standards
City of Redwood City	Residential Design Guide

DISCLOSURE OF LITIGATION/DISCIPLINE

As the President and CEO of Lisa Wise Consulting, Inc., I attest that the firm has not been disciplined or censured by a regulatory body within the last 5 years nor has the firm been involved in litigation or other legal proceedings relating to the provision of services.

Lisa Wise, AICP
President, CEO
lisa@lisawiseconsulting.com
(805) 595-1345

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ATTACHMENT 2 - REFERENCES

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

OBJECTIVE DESIGN STANDARDS CONSULTANT SERVICES

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

1.

City of Los Altos (former), City of Marina (current)	211 Hillcrest Ave, Marina, CA 93933 (current)
Name of Agency	Agency Address
Guido F. Persicone, MUP, AICP	Community Development Director (current)
Contact Name	Contact Title
(831) 884-1281	gpersicone@cityofmarina.org
Contact Telephone	Contact Email Address
May 2020 – September 2021	$341,750
Contract Period	Contract Amount

Objective design standards for zoning districts supporting multi-family and mixed-use development, including review of existing standards, stakeholder interviews and study sessions, and micro-scale analysis of built form in key areas.

Description of services performed including costs.

2.

City of Piedmont	120 Vista Ave, Piedmont, CA 94611
Name of Agency	Agency Address
Kevin Jackson, AICP	Planning & Building Director
Contact Name	Contact Title
(510) 420-3039	kjackson@piedmont.ca.gov
Contact Telephone	Contact Email Address
September 2020 – September 2023	$159,930
Contract Period	Contract Amount

Objective design standards for mixed-use and multi-family development, including assessment of existing guidelines; stakeholder interviews, workshops, and survey; and financial feasibility analysis of development sites.

Description of services performed including costs.

3.

City of Saratoga	13777 Fruitvale Ave, Saratoga, CA 95070
Name of Agency	Agency Address
Christopher Riordan	Senior Planner
Contact Name	Contact Title
(408) 868-1235	criordan@saratoga.ca.us
Contact Telephone	Contact Email Address
September 2022 – October 2023	$159,511
Contract Period	Contract Amount

Docusign Envelope ID: DCBAF5EA-5651-4430-AF6A-57E5AEA67357

Objective design standards for multi-family and residential mixed-use opportunity sites, including evaluation of proposed housing opportunity areas, review of recent projects, and site testing for opportunity sites with proposed standards.

Description of services performed including costs.

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

Signature of Proposer	Henry Pontarelli Name	October 18, 2024 Date

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ITEM NO. 11.

INSURANCE COVERAGE

LISAWIS-01 BOTCERTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/28/2024

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

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

PRODUCER License # 0305584 Morris & Garritano Insurance Agency, Inc. PO Drawer 1189 San Luis Obispo, CA 93406	CONTACT NAME: Megan Chew PHONE (A/C, No, Ext): (805) 543-6887 341 FAX (A/C, No): (805) 543-3064 E-MAIL ADDRESS: mchew@morrisgarritano.com
INSURED Lisa Wise Consulting, Inc. 983 Osos Street San Luis Obispo, CA 93401	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Sentinel Insurance Company — 11000 INSURER B : Ohio Security Insurance Company — 24082 INSURER C : Oak River Insurance Company — 34630 INSURER D : Twin City Fire Insurance Company — 29459 INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			51SBABA5314	4/1/2024	4/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			BAS56524792	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		LIWC524575	4/1/2024	4/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab.			51PG028245723	4/1/2024	4/1/2025	Per Claim & Agg.	2,000,000
D	Professional Liab.			51PG028245723	4/1/2024	4/1/2025	Deductible	5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Proof of Insurance.

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(2016/03)

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PRELIMINARY FEE SCHEDULE

Town of Los Gatos

Updated/Additional Objective Design Standards

Budget Worksheet | October 26, 2024

		LWC										UPP								TOTAL	
		Principal $297		Director $250		Senior $195		Associate $160		LWC Total		Principal $250		Project Manager $230		Project Planner $155		UPP Total			
		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
TASK 1 PROJECT INITIATION AND ANALYSIS																					
1A	Project Initiation Meeting and Site Tour	2	$ 594	4	$ 1,000	8	$ 1,560	8	$ 1,280	22	4,434	6	$ 1,500	6	$ 1,380	6	$ 930	18	$ 3,810	40	$ 8,244
1B	Analyses and Evaluation	-	$ -	4	$ 1,000	20	$ 3,900	20	$ 3,200	44	8,100	2	$ 500	4	$ 920	6	$ 930	12	$ 2,350	56	$ 10,450
1C	Recommendations Memo	2	$ 594	4	$ 1,000	20	$ 3,900	20	$ 3,200	46	8,694	-	$ -	-	$ -	-	$ -	-	$ -	46	$ 8,694
Task 1 Subtotal		4	$ 1,188	12	$ 3,000	48	$ 9,360	48	$ 7,680	112	$ 21,228	8	$ 2,000	10	$ 2,300	12	$ 1,860	30	$ 6,160	142	$ 27,388
TASK 2 COMMUNITY ENGAGEMENT																					
2A	Community Engagement Program		$ -	2	$ 500	6	$ 1,170	6	$ 960	14	2,630	-	$ -	-	$ -	-	$ -	-	$ -	14	$ 2,630
2B	Focus Group Meetings (2)	-	$ -	4	$ 1,000	12	$ 2,340	12	$ 1,920	28	5,260	8	$ 2,000	12	$ 2,760	16	$ 2,480	36	$ 7,240	64	$ 12,500
2C	Community Workshop	-	$ -	8	$ 2,000	32	$ 6,240	32	$ 5,120	72	13,360	8	$ 2,000	24	$ 5,520	40	$ 6,200	72	$ 13,720	144	$ 27,080
Task 2 Subtotal		-	$ -	14	$ 3,500	50	$ 9,750	50	$ 8,000	114	$ 21,250	16	$ 4,000	36	$ 8,280	56	$ 8,680	108	$ 20,960	222	$ 42,210
TASK 3 ADMINISTRATIVE DRAFT																					
3A	Working Meetings with Town Staff (2)	-	$ -	2	$ 500	8	$ 1,560	8	$ 1,280	18	3,340	6	$ 1,500	8	$ 1,840	8	$ 1,240	22	$ 4,580	40	$ 7,920
3B	Administrative Draft ODS	-	$ -	4	$ 1,000	36	$ 7,020	36	$ 5,760	76	13,780	2	$ 500	6	$ 1,380	8	$ 1,240	16	$ 3,120	92	$ 16,900
Task 3 Subtotal		-	$ -	6	$ 1,500	44	$ 8,580	44	$ 7,040	94	$ 17,120	8	$ 2,000	14	$ 3,220	16	$ 2,480	38	$ 7,700	132	$ 24,820
TASK 4 PUBLIC REVIEW DRAFT																					
4A	Working Meetings with Town Staff (2)	-	$ -	2	$ 500	6	$ 1,170	6	$ 960	14	2,630	6	$ 1,500	8	$ 1,840	8	$ 1,240	22	$ 4,580	36	$ 7,210
4B	Public Review Draft ODS	2	$ 594	4	$ 1,000	16	$ 3,120	16	$ 2,560	38	7,274	2	$ 500	6	$ 1,380	8	$ 1,240	16	$ 3,120	54	$ 10,394
Task 4 Subtotal		2	$ 594	6	$ 1,500	22	$ 4,290	22	$ 3,520	52	$ 9,904	8	$ 2,000	14	$ 3,220	16	$ 2,480	38	$ 7,700	90	$ 17,604
TASK 5 REVIEW AND ADOPTION																					
5A	Planning Commission Hearing (1)		$ -	4	$ 1,000	12	$ 2,340	12	$ 1,920	28	5,260	-	$ -	-	$ -	-	$ -	-	$ -	28	$ 5,260
5B	Town Council Hearing (1)	-	$ -	4	$ 1,000	10	$ 1,950	10	$ 1,600	24	4,550	-	$ -	-	$ -	-	$ -	-	$ -	24	$ 4,550
Task 5 Subtotal		-	$ -	8	$ 2,000	22	$ 4,290	22	$ 3,520	52	$ 9,810	-	$ -	-	$ -	-	$ -	-	$ -	52	$ 9,810
Direct Costs (Not to Exceed)											1,500		$ -		$ -		$ -		$ 1,500	-	$ 3,000
	Project Total	6	$ 1,782	46	$ 11,500	186	$ 36,270	186	$ 29,760	424	$ 80,812	40	$ 10,000	74	$ 17,020	100	$ 15,500	214	$ 44,020	638	$ 124,832
OPTIONAL TASKS																					
6A	Additional Focus Groups (per meeting)	-	$ -	4	$ 1,000	8	$ 1,560	8	$ 1,280	20	3,840	4	$ 1,000	6	$ 1,380	8	$ 1,240	18	$ 3,620	38	$ 7,460
6B	Educational Story Map and Survey	-	$ -	-	$ -	-	$ -	-	$ -	-	-	6	$ 1,500	8	$ 1,840	24	$ 3,720	38	$ 7,060	38	$ 7,060
6C	Test Site Feasibility Analysis/Proforma	8	$ 2,376	24	$ 6,000	24	$ 4,680	16	$ 2,560	72	15,616	-	$ -	-	$ -	-	$ -	-	$ -	72	$ 15,616
6D	Community Open House on PRD	-	$ -	8	$ 2,000	24	$ 4,680	24	$ 3,840	56	10,520	8	$ 2,000	24	$ 5,520	24	$ 3,720	56	$ 11,240	112	$ 21,760
6E	PC/TC Study Session (per meeting)	2	$ 594	6	$ 1,500	16	$ 3,120	16	$ 2,560	40	7,774	-	$ -	-	$ -	-	$ -	-	$ -	40	$ 7,774
6F	PC/TC Hearing (per hearing)	2	$ 594	4	$ 1,000	10	$ 1,950	10	$ 1,600	26	5,144	-	$ -	-	$ -	-	$ -	-	$ -	26	$ 5,144

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SAN LUIS OBISPO



SAN FRANCISCO



LOS ANGELES

LWC

LISAWISECONSULTING.COM | 805-595-1345

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AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

PREAMBLE

This First Amendment to Agreement for Services is dated for identification on this 2nd day of December 2025, and amends that certain Agreement for Consultant Services dated February 26, 2025, made by and between the Town of Los Gatos ("Town") and Lisa Wise Consulting, Inc. ("Consultant"), identified as a C Corporation and whose address is 870 Market Street, Suite 977, San Francisco, CA 94102.

I. RECITALS

A. Town and Consultant entered into Agreement for Consultant Services on February 26, 2025 ("Agreement").
B. Town desires to amend the Agreement to revise the scope of services without increasing the compensation of the Agreement.

II. AMENDMENT

1. Task 6 - Optional Tasks in the "Scope of Services" attached to the original Agreement is amended as follows and the remainder of the tasks remain unchanged:

    a. Task 6A - Increase the total number of Task 6A Additional Focus Group Meetings to six. This is an increase by five meetings, from one additional focus group meeting to six additional focus group meetings.

    b. Delete Task 6B – Educational Story Map/Survey.

    c. Delete Task 6C – Test Site Feasibility Analysis/Proforma.

    d. Delete Task 6D – Open House on the Public Review Draft.

    e. Add Contingency. The unallocated funds remaining from the four changes above are put in a new Contingency line.

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

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

Town of Los Gatos by:

Signed by:
Chris Constantin 12/8/2025
3EF03F232F1B428...
Chris Constantin, Town Manager

Lisa Wise Consulting, Inc. by:

DocuSigned by:
Lisa Wise 12/5/2025
61138DC52AAE4AD...
Lisa Wise, AICP, President, CEO Lisa Wise Consulting, Inc.

Recommended by:

Signed by:
Joel Paulson 12/5/2025
5035A0632FE1477...
Joel Paulson, Community Development Director

Approved as to Form:

Signed by:
Gabrielle Whelan 12/7/2025
EFD6738A5534428...
Gabrielle Whelan, Town Attorney

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LWC

MEMO

To: Sean Mullin, Town of Los Gatos
From: Lisa Wise Consulting, Inc.
Date: September 4, 2025
Subject: Los Gatos Objective Design Standards Update – Amendment #1

This Amendment #1 summarizes the proposed changes to the March 5, 2025 contract by and between the Town of Los Gatos and Lisa Wise Consulting, Inc., for Implementation of the Updated/Additional Objective Design Standards for Qualifying Multi-Family and Mixed-Use Residential Developments Project ("Project").

The Scope of Work (p. 2) changes indicated herein (in "track changes") represent the sole modifications to the Scope of Work as indicated in the March 5, 2025 contract. The Budget (p. 6) indicates the requested re-allocation of funds from tasks 6B, 6C and 6D to Task 6A, as well as the addition of a Contingency for the remaining funds.

In summary, the proposed scope changes:

- **Increase the total number of Task 6A Additional Focus Group Meetings to Six**. This is an increase by five meetings, from one additional focus group meeting to six additional focus group meetings.
- **Delete Task 6B – Educational Story Map/Survey.** During the April 7, 2025 kick-off meeting, Staff suggested that this could be replaced by tabling at a community event such as a Farmer's Market. We have recommended deleting it altogether.
- **Delete Task 6C – Test Site Feasibility Analysis/Proforma.** Deleted per September 4, 2025 Staff request.
- **Delete Task 6D – Open House on the PRD.** During the April 7, 2025 kick-off meeting, Staff suggested that this event is not needed.
- **Add Contingency.** The unallocated funds remaining from the four changes above are put in a new Contingency line.

There is no change to the overall project budget.

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Town of Los Gatos

Updated/Additional Objective Design Standards for Qualifying Multi-Family and Mixed-Use Residential Development – Amendment #1

SCOPE OF WORK

Task 1: Project Initiation and Analysis

A. Project Initiation Meeting and Site Tour. The consulting team will meet in-person with Town staff to discuss the goals and priorities for the Updated/Additional Objective Design Standards; finalize the work program, timeline, and milestones; discuss the outreach program; and clarify roles and responsibilities. Following the meeting, Town staff will lead the team on a tour of the Town to understand existing character, visit key housing opportunity sites, and document the intensity, forms, and character of Los Gatos neighborhoods. A key part of the tour will be a discussion about the Town staff's experience with community expectations and what is important from a design perspective to achieve desired development outcome.

B. Technical Analysis, Site Analysis, and Evaluation. LWC will prepare a Technical Analysis, Site Analysis and Evaluation that addresses the following:

- Applicable ordinances, plans, and policy documents including General Plan 2040, Residential Design Guidelines, Commercial Design Guidelines, and Chapter 29 of the Town Code (Zoning Regulations).
- The adopted Objective Design Standards and Checklist (yes/no and B.4.3 points system).
- Evaluation of existing typical development projects that demonstrate local context and character.
- Documentation of recent, pipeline, and proposed development projects.
- Council direction related to high-quality building design, architectural style, and height transitions.
- Design and feasibility considerations for small multifamily housing types including townhomes, triplexes and fourplexes, "house-scale" small multi-unit buildings, and other small-scale configurations.

Prior to preparation of the Analyses and Evaluation, the consulting team will prepare and submit to the Town a data request for material related to the Project. This may include but is not limited to unpublished GP and Zoning amendments, a list of Staff's zoning interpretations, minutes of hearing design review discussions, GIS data, original files from the adopted Objective Design Standards, and other material relevant to the Project.

C. Updated/Additional Objective Design Standards Recommendations Memo. Based on the Technical Analyses and Town staff comments, the consulting team will prepare a Recommendations Memo. The Memo will outline recommendations for:

- ***Revised content.*** Changes to existing standards and recommended new standards, with a focus on building massing, height transitions, building design and articulation, and architectural style, and Town character and scale. This includes recommendations for revisions to existing graphics/illustrations and preparation of new graphics/illustrations.

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- ***Organization and implementation.*** How the material may be added to or integrated within the existing Town's regulatory framework to facilitate streamlined ministerial review. This includes recommendations for how the standards may be administered and reviewed (yes/no, point system, allowed modifications, etc.).

Task 2: Community Engagement

A. Community Engagement Program. LWC will prepare a Community Engagement Program outlining a public process that enables the community to review and comment on the Updated/Additional Objective Design Standards as they are being formulated. The Program will refine Task 2 of the Scope of Work as needed to ensure that approaches and formats used will be most effective for the Los Gatos community; that the community has ample opportunity to express its values and priorities for residential design; and, that, ultimately, the community has ownership of the process.

B. Focus Group Meetings (2). The consulting team will hold two virtual small-group (up to four individuals per group) meetings with key stakeholders. Stakeholders, to be identified and contacted by Town staff, are anticipated to include local designers/architects, developers, neighborhoods representatives, residents of mixed-use or multi-family areas of Los Gatos, real estate professionals, or other interested code users. The goals of the meetings are to identify important issues and constraints to residential design; hear the group members' design preferences and priorities; and understand the group members' views on the feasibility and marketability of various design features and standards.

The consulting team will prepare an introductory presentation, identify discussion topics, and lead the discussion. Following the meetings, the consulting team will summarize the feedback collected and identify ways to incorporate feedback into the standards.

C. Community Workshop. The consulting team will design and facilitate an in-person interactive community workshop prior to drafting of the Administrative Draft Standards. The workshop will:

- ***Introduce the project to the community.*** The workshop will begin with a presentation on the project background, recent State housing legislation, and Town policy goals and standards. The presentation will describe the advantages of ODS for small towns like Los Gatos and underscore the role of community members in developing them. The community will also gain the vocabulary needed to provide impactful feedback once the draft standards are ready for public review.
- ***Solicit input from the community.*** Following the presentation, the workshop will provide activities for community members to offer ideas and priorities and shape the emerging standards. Activities may include but are not limited to live visual preference surveys, interactive stations with presentation boards, and small-group facilitated discussions with tabletop materials. While the format will be developed in coordination with Town staff, the interactive portion of the workshop will be designed to prompt community members to:
    - *Identify and discuss* key elements that contribute to Los Gatos' neighborhood character.
    - *Visualize and articulate* priorities for a range of building and site design elements with a focus on architectural style, building height transitions between different residential densities and districts, and details of building design.
    - *Ask questions about and lend input* into the emerging standards to ensure that the Project is truly a community-led effort.

After the workshop, the consulting team will summarize the feedback collected from all participants and identify ideas to be incorporated into the Updated/Additional Objective Design Standards.

Task 3: Administrative Draft Updated/Additional Objective Design Standards

A. Working Meetings with Town Staff (2). The consulting team will participate in two one-hour working meetings with Town staff during the development of the Administrative Draft. LWC will provide a summary memo for each meeting.

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B. Administrative Draft Updated/Additional Objective Design Standards. The consulting team will prepare the Administrative Draft Updated/Additional Objective Design Standards to satisfy the State's requirements in accordance with SB330 as well as the community's design priorities. While the scope and nature of the amendments will be determined through Tasks 1 and 2, the consulting team anticipates the Standards will include the following:

- **Site Standards.** Edits and additions to existing standards to support high-quality site design of small-scale multi-family development types, including common and private open space, bicycle parking, vehicular parking, landscaping.
- **Building Standards**. Edits and additions to existing standards to require high-quality building design that demonstrates the Los Gatos character. This includes edits and additions to existing standards for massing and scale; parking structure design; roof design; façade design and articulation, and other design elements. In developing this material, the consultant team will focus on:
    - *High-quality building design* – Building design (form, massing, materials, and details) that is high in quality and that reflects the Town's character, detailed in an objective manner.
    - *Architectural style* – Styles that are typical of the Town, both within and outside of the historic Downtown, and the hallmarks of each style, described as objective features.
    - *Height transitions* – Strategies for appropriate massing transitions between different zones and residential densities, and how such transitions may impact solar access.
- **Anticipating Density Bonus.** Edits and additions to the standards to ensure that key community priorities are preserved when concessions are granted to density bonus projects.
- **Updated and new graphics/illustrations.** Updated and new figures and illustrations that accurately reflect the scale and character of Los Gatos and that represent the range of forms and scales of residential and residential mixed-use development in the Town and that can be used to clearly illustrate the standards. The graphics will be developed using a combination of SketchUp and Adobe Illustrator.
- **Implementation.** Edits and additions to existing checklist review process to ensure application of the standards is predictable, clear, and easy to follow. The consulting team will also identify places elsewhere in the Town's regulatory framework that may need to be updated for consistency with the Updated/Additional Objective Design Standards and to ensure predictable and streamlined ministerial review.

Task 4: Public Review Updated/Additional Objective Design Standards

A. Working Meetings with Town Staff (2). The consulting team will participate in two one-hour working meetings with Town staff during the development of the Public Review Draft. LWC will provide a summary memo for each meeting.

B. Public Review Draft Objective Design Standards. The consulting team will prepare a Public Review Draft based on a single set of consolidated, non-conflicting comments from the Town staff review of the Administrative Draft.

Task 5: Review and Adoption

A. Planning Commission Public Hearing. LWC will prepare materials/presentations for, and present at one in-person Planning Commission public hearing to support adoption of the Updated/Additional Objective Design Standards.

B. Town Council Public Hearing. LWC will prepare materials/presentations for, and present at one in-person Town Council public hearing to support adoption of the Updated/Additional Objective Design Standards.

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C. Final Objective Design Standards. Based on the Town Council's final adoption and final text changes provided by Town staff, LWC will prepare, and provide in Word and PDF, the final Objective Design Standards.

Task 6 - Optional Task

A. Additional Focus Group Meetings (6). The consulting team will hold six (6) additional focus group meetings similar in format to and the same week as those described in Task 2B~~, to be held at any point in the process~~. Discussion topics will be developed in coordination with Town Staff.

B. ~~Educational Story Map/Survey.~~ ~~Using ArcGIS Online, the UPP team will develop a Story Map that provides an overview of objective design standards, showcases existing and proposed multi-family and mixed-use residential development in the Town, and collects feedback from users. UPP will analyze this feedback and work with LWC to incorporate it into the draft objective design standards.~~Deleted.

C. ~~Test Site Feasibility Analysis/Proforma.~~ ~~LWC will prepare a financial feasibility analysis for selected sites or building prototypes identified in the ODS drafting process. The goal is to ensure that development standards result in economically feasible conditions that will allow for projects to be developed. This analysis will also establish that the ODS do not serve as a constraint on housing production. LWC will develop a financial model (static developer-side pro forma) based on the proposed standards. The definition of potential building envelopes and development standards can be prepared concurrently to establish the economic feasibility of the proposed standards as they are being formulated.~~Deleted.

D. ~~Community Open House on the Public Review Draft.~~ ~~The consulting team will hold an in-person Open House to present the Public Review Draft Updated/Additional Objective Design Standards to the community and gather the community's feedback and input. The input gathered from the Open House will be reflected in the subsequent draft of the design standards.~~Deleted.

E. Planning Commission/Town Council Study Session. LWC will prepare materials/presentations for, and present at a Planning Commission or Town Council study session on the Public Review Draft updated/Additional Objective Design Standards.

F. Additional Planning Commission/Town Council Hearing. LWC will prepare materials/presentations for, and present at a Planning Commission and Town Council Hearing study session on the Public Review Draft Updated/Additional Objective Design Standards.

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BUDGET

Town of Los Gatos - Amendment #1

Task	Total Existing Budget	Remaining Existing Budget	Proposed Change	New Total Budget	New Remaining Budget
Task 6A – Additional Focus Groups ($7,460 per meeting)	$7,460	$7,460	$37,300	$44,760	$44,760
Task 6B – Deleted	$7,060	$7,060	($7,060)	$0.00	$0.00
Task 6C – Deleted	$15,616	$15,616	($15,616)	$0.00	$0.00
Task 6D – Deleted	$21,760	$21,760	($21,760)	$0.00	$0.00
[New] Contingency	$0	$0	$7,136	$7,136	$7,136
		Net Change	**$0**		

AMENDMENT TO AGREEMENT FOR PROGRAM ADMINISTRATIVE SERVICES

PREAMBLE

This Second Amendment to Agreement for Services dated for identification on this 19th day of May, 2026, and amends that certain agreement for Consulting Services dated February 26, 2025, made by and between the Town of Los Gatos ("Town") and Lisa Wise Consulting, Inc. ("Consultant"), identified as a C Corporation and whose address is 983 Osos St., San Luis Obispo, CA 93401.

I. RECITALS

A. Town and Consultant entered into Agreement for Consultant Services on February 26, 2025.

B. Town desires to amend the Agreement to revise the term of the agreement with no monetary value.

II. AMENDMENT

1. 2.1 Term and Time of Performance – The original agreement is amended to extend the expiration date from June 30, 2026, to June 30, 2027. In doing so will align it with existing agreements that are set to expire on that date.
2. All other terms and conditions of the agreement remain in full force and effect.

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

Town of Los Gatos by:

_____

Chris Constantin, Town Manager

Lisa Wise Consulting, Inc. by:

_____

Lisa Wise, AICP, President, CEO Lisa Wise Consulting, Inc.

Recommended by:

_____

Joel Paulson, Community Development Director

Approved as to form:

_____

Gabrielle Whelan, Town Attorney

Attest:

_____

Wendy Wood, CMC, Town Clerk

Lisa Wise Consulting, Inc.
983 Osos Street
San Luis Obispo, CA 93401

April 15, 2026

Sean Mullin, AICP
Planning Manager
Community Development Department
City of Los Gatos
110 E. Main Street
Los Gatos, CA 95030
smullin@losgatosca.gov

Subject: Request for Contract Extension – Objective Design Standards

Dear Mr. Mullin,

Lisa Wise Consulting, Inc. (LWC) is currently under contract with the City of Los Gatos for the Objective Design Standards project. That contract has an expiration date of June 30, 2026.

To enable the completion of the remaining work under the existing scope of services, LWC respectfully requests a one-year extension of the contract term. This would revise the expiration date to June 30, 2027.

This request does not include changes to the approved scope, budget, or other terms of the agreement and is solely intended to provide sufficient time to complete the authorized work.

We appreciate your consideration of this request and are available to provide any additional information needed to facilitate the extension.

Sincerely,
Monica Szydlik
Lisa Wise Consulting, Inc.

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TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 05/19/2026
ITEM NO: 12

DATE: May 19, 2026

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Town Manager to Execute an Agreement with Tesla, Inc. to Continue Operation of Charging Stations for a Period of 10 Years with One Five-year Renewal Period in the Town of Los Gatos Northside Parking Lot for the Payment to the Town of $8,616 Per Month, Subject to Five Percent Annual Escalation**

RECOMMENDATION: Authorize the Town Manager to execute an agreement with Tesla, Inc. to continue receiving Town revenues (4118011-45333) for Tesla's operation of 20 charging stalls using 26 parking spaces in the Town of Los Gatos Northside Parking Lot for a ten-year period with one five-year renewal period at the rate of $8,616 per month, subject to five percent annual escalation.

FISCAL IMPACT:

The proposed agreement generates $8,616 per month ($103,392 annually) in revenue to the Town, representing an increase from the prior agreement rate of $8,000 per month ($96,000 annually) in the amount of $7,392 in year one. The agreement includes a 5% annual escalation, resulting in increasing revenue over the term. Rent payment is contingent on completion of Tesla vendor onboarding documentation. Staff will confirm completion of all required onboarding documentation before the Effective Date to prevent accrual without payment. Revenues will be deposited to account 4118011 45333 and assigned within the General Fund Appropriations Reserve for future downtown parking and infrastructure improvements. Council approval will be required before assigned reserve funds may be appropriated for expenditure.

PREPARED BY: Nicolle Burnham
Parks and Public Works Director

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Administrative Services Director

STRATEGIC PRIORITY:

This item supports the 2025 to 2027 Additional Priority to promote sustainability practices and protect and conserve the natural environment for present and future generations under the Community Character core goal. The item also relates to the Quality Public Infrastructure core goal because the agreement concerns downtown parking assets, and to the Fiscal Stability core goal because it generates ongoing Town revenue.

BACKGROUND:

In 2018, the Town entered into an agreement with Tesla, Inc. (Attachment 2) to allow construction and operation of Tesla charging stations in the Northside lot. The initial agreement granted Tesla access to 18 parking spaces, up to five additional feet of parking width for compliance with the Americans with Disabilities Act, and up to 400 square feet of landscape space for equipment. The 18 parking spaces included space for 12 Tesla chargers, four parking spaces with chargers for use by any electric vehicle, and two spaces for ADA compliant charging stations. This agreement was granted with no revenue to the Town of Los Gatos. This item was authorized by the Town Council on December 19, 2017.

At its meeting of February 2, 2021, Town Council approved the First Amendment to the charging station agreement (Attachment 2), increasing the number of parking spaces allocated to 26, with 20 parking spaces for Tesla Level 3 chargers, four parking spaces for all EV use chargers, and two spaces for charger cabinets and ancillary equipment. This amendment set a payment of $8,000 per month from Tesla to the Town of Los Gatos, with the revenues allocated to the "Future Downtown Parking Fund to Collect Parking Revenue for Infrastructure Improvements in Downtown."

Two additional Tesla-branded all electric vehicle chargers are located at the south end of the Northside Lot near the Highway 9 entrance. These chargers were installed by Tesla as a community benefit during the original installations in 2018, but they are not part of this agreement.

DISCUSSION:

The First Amendment authorized the chargers for a five year term beginning on an updated Commencement Date. Staff has identified June 16, 2021 as the updated Commencement Date. Under the First Amendment, the initial term expires five years from the last day of the month in which that Commencement Date occurred, which is June 30, 2026.

Staff and Tesla began discussions in November 2025 to determine the next steps for the continued use of this area for charging infrastructure. As a result of those discussions, the proposed agreement was developed (Attachment 1). The proposed agreement is for a 10-year

period, with one five-year automatic renewal period. The monthly payment is increased to $8,616, escalating 5% per year through the term of the agreement.

The proposed 10 year term provides long term operational stability for both the Town and Tesla while ensuring continued access to charging infrastructure for residents and visitors. The proposed agreement includes one five year renewal term that automatically goes into effect unless Tesla provides notice of non-renewal at least 30 days before expiration of the then current term. The Town may terminate the agreement during the term by providing the required 18 months' notice and paying the termination fee described in Attachment 1. The updated monthly payment and annual escalation provide increasing revenue over time for the use of public parking assets. The proposed agreement does not expand the physical footprint or number of charging stations beyond what was authorized in 2021.

CONCLUSION:

This proposed action will allow Tesla to retain the charging stations in the Northside Lot for public use. These chargers are widely used by Tesla and non-Tesla electric vehicle drivers alike, providing an important community amenity.

COORDINATION:

This staff report was coordinated with the Town Attorney.

ENVIRONMENTAL ASSESSMENT:

This action is categorically exempt pursuant to CEQA Guidelines Section 15301 (Existing Facilities), because it authorizes continued operation, leasing, maintenance, and minor alteration of existing charging infrastructure within the existing approved premises and does not authorize expansion of the existing physical footprint or expansion of use beyond the existing charging station use. Any future physical expansion or materially different use would require separate Town review and any required environmental review.

Attachments:
1. Supercharger Agreement – 2026
2. First Amendment and Original Charging Station Agreement

SUPERCHARGER AGREEMENT

This Supercharger Agreement (this "Agreement") is effective as of the date it is fully executed (the "Effective Date") by and between Counterparty (as defined below) ("Counterparty") and Tesla, Inc., a Texas corporation (f/k/a Tesla, Inc., a Delaware corporation) ("Tesla"). Counterparty and Tesla are each referred to herein as a "Party" and collectively as the "Parties." Clause references are to clauses in the Key Terms, and section references are to sections in the General Terms and Conditions (Exhibit B). Exhibit A and Exhibit B are incorporated by reference in this Agreement. In the event of a conflict between the Key Terms and Exhibit B, the Key Terms shall prevail.

Key Terms

(a)	**Counterparty**	The Town of Los Gatos, a local government.
(b)	**Property** (Section 1)	Commonly known as the Northside Parking Lot, located 142 Los Gatos-Saratoga Rd, Los Gatos, CA 95032 (the "Property")**.**
(c)	**Premises** (Section 1)	Twenty-six (26) parking spaces, up to five (5) feet of additional parking width to provide disability access and approximately two hundred to four hundred (200-400) square feet of space for equipment on the Property, all as depicted on Exhibit A (the "Premises")**.**
(d)	**Charging Stalls** (Section 1)	The parking spaces within the Premises contain twenty (20) charging stalls (Level 3 DC fast chargers) with electric vehicle chargers ("Chargers").
(e)	**Commencement Date** (Section 4)	The Effective Date of this Agreement (the "Commencement Date").
(f)	**Base Term** (Section 5)	Ten (10) years from the last day of the month in which the Commencement Date occurs (the "Base Term").
(g)	**Renewal Term** (Section 5)	One (1) period of five (5) years (the "Renewal Term") and the Renewal Term shall automatically go into effect unless Tesla delivers advance notice of non-renewal at least thirty (30) days prior to the expiration of the then current Term (as defined below).
(h)	**Termination Notice** (Section 5)	At least eighteen (18) months (the "Notice Period").
(i)	**Rent**	Beginning on the Effective Date of this Agreement, Tesla will pay Eight Thousand six hundred and sixteen Dollars ($8,616.00) per month (the "Rent") for the Premises in advance on the first business day of each calendar month during the Term. If the Effective Date is any day other than the first business day of a month, the first Rent payment shall include payment for the partial month in which the Effective Date occurs, prorated based on the number of days in such month. The Rent shall increase by five percent (5 %) on each anniversary of the Commencement Date. Notwithstanding the foregoing, Rent payments shall accrue but be payable only after Counterparty has completed Tesla's vendor onboarding documentation, and payments of Rent shall be made to the account or

address specified by Counterparty in such documents. If Counterparty provides notice of any change in the payment of Rent, including but not limited to a change of payment account or address, or if there is a change in ownership of the Premises during the Term, Rent payments shall continue to accrue but thereafter be payable only after Counterparty, or any successor in interest, again completes Tesla's vendor onboarding documentation. For the avoidance of doubt, Tesla shall only pay Rent for the twenty (20) parking spaces occupied by the Level 3 DC fast chargers.

(j) **Special Terms and Conditions**

Replacement of the Original Agreement. Pursuant to that certain Supercharger Agreement dated February 13, 2018, as amended (collectively, the "Original Agreement"), Tesla currently operates a Charging Station in the Premises. Upon the execution of this Agreement, the Original Agreement shall terminate and be of no further, force or effect.

Additional Alterations. Pursuant to the Original Agreement, Tesla has constructed and operates a Charging Station in the Premises. Following the Effective Date of this Agreement, any alterations to the Charging Station performed by Tesla shall be approved by Counterparty in accordance with Section 3 below.

Mediation. Should any dispute arise out of this Agreement, beyond any applicable notice or cure periods any party may request that it be submitted to mediation. The parties shall meet in mediation within 90 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a blind draw. The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

Termination Fee. The "Termination Fee" means an amount equal to Tesla's total undepreciated costs of the Charging Station (calculated on a straight-line basis over twelve (12) years), including the costs of the Trade Fixtures, Infrastructure, and construction, plus Tesla's costs to remove the Charging Station. For the avoidance of doubt, the Termination Fee shall also include all costs incurred by Tesla to expand or upgrade the Charging Station from the date such expansion or upgrades were first opened to the public.

Counterparty shall pay the Termination Fee in full on or before the effective date of termination specified in the Termination Notice, provided that such date complies with the applicable Notice Period. Tesla shall promptly furnish Counterparty with reasonable supporting documentation evidencing the amounts claimed for the Termination Fee. Counterparty's obligation to pay

the Termination Fee shall survive the termination or expiration of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have each caused an authorized representative to execute this Agreement as of the Effective Date.

COUNTERPARTY:

The Town of Los Gatos,
a local government

By: _____

Name: _____

Title: _____

Date: _____

E-mail for notices:
ppw@losgatosca.gov

Phone number for urgent issues:
408-394-5770

By: _____

Name: _____

Title: _____

Date: _____

E-mail for notices:
GWhelan@losgatosca.gov

Phone number for urgent issues:
408-394-5770

TESLA:

Tesla, Inc.
a Texas corporation

By: _____

Name: _____

Title: _____

Date: _____

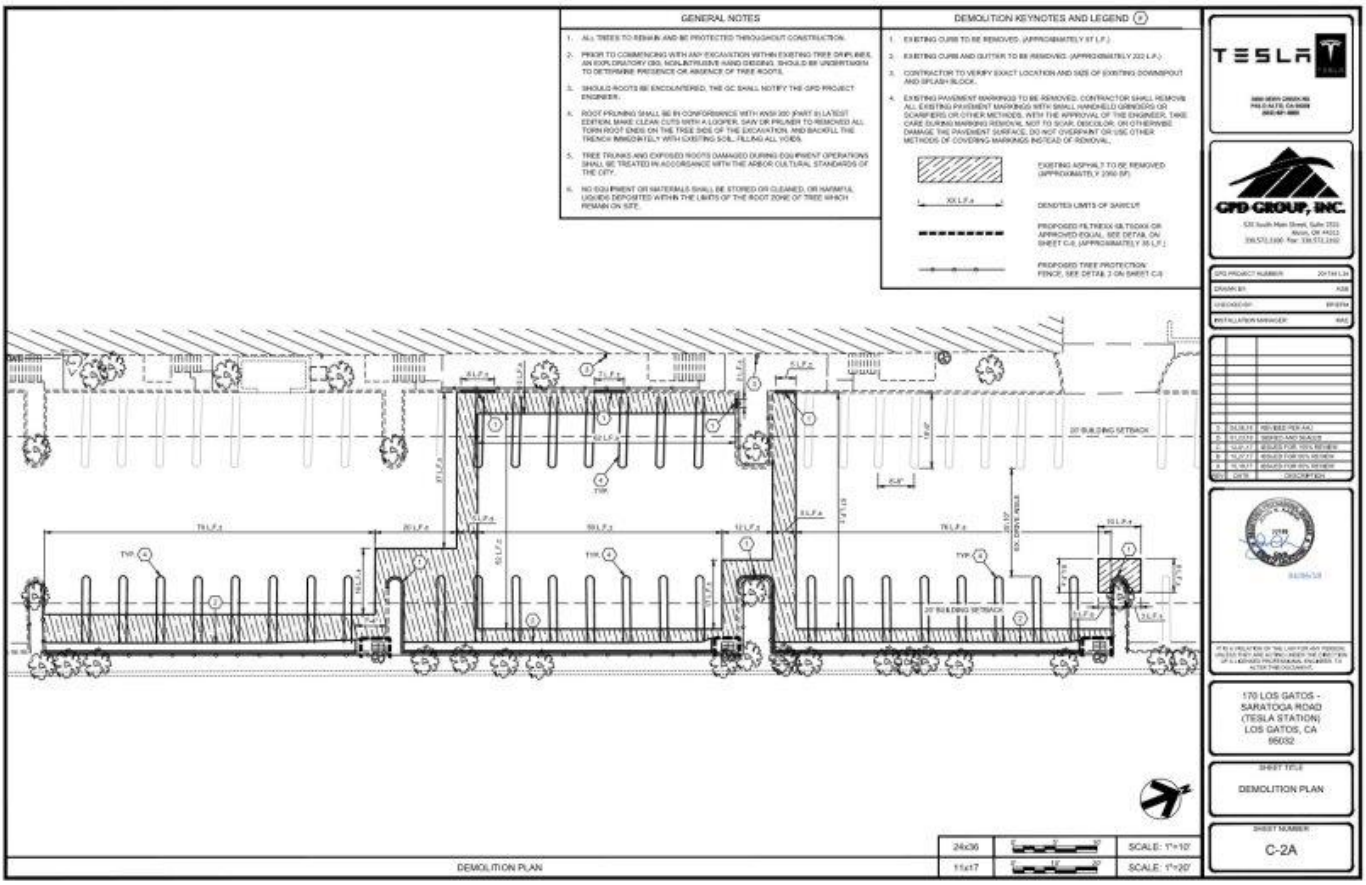
E-mail for notices:
superchargerhost@tesla.com

Phone number for urgent issues:
725-223-2400

EXHIBIT A
Premises

Property Address: Northeast Parking Garage-Northside Parking Lot – Town of Los Gatos, CA – 142 Los Gatos-Saratoga Rd, Los Gatos, CA 95032

Premises Depiction:



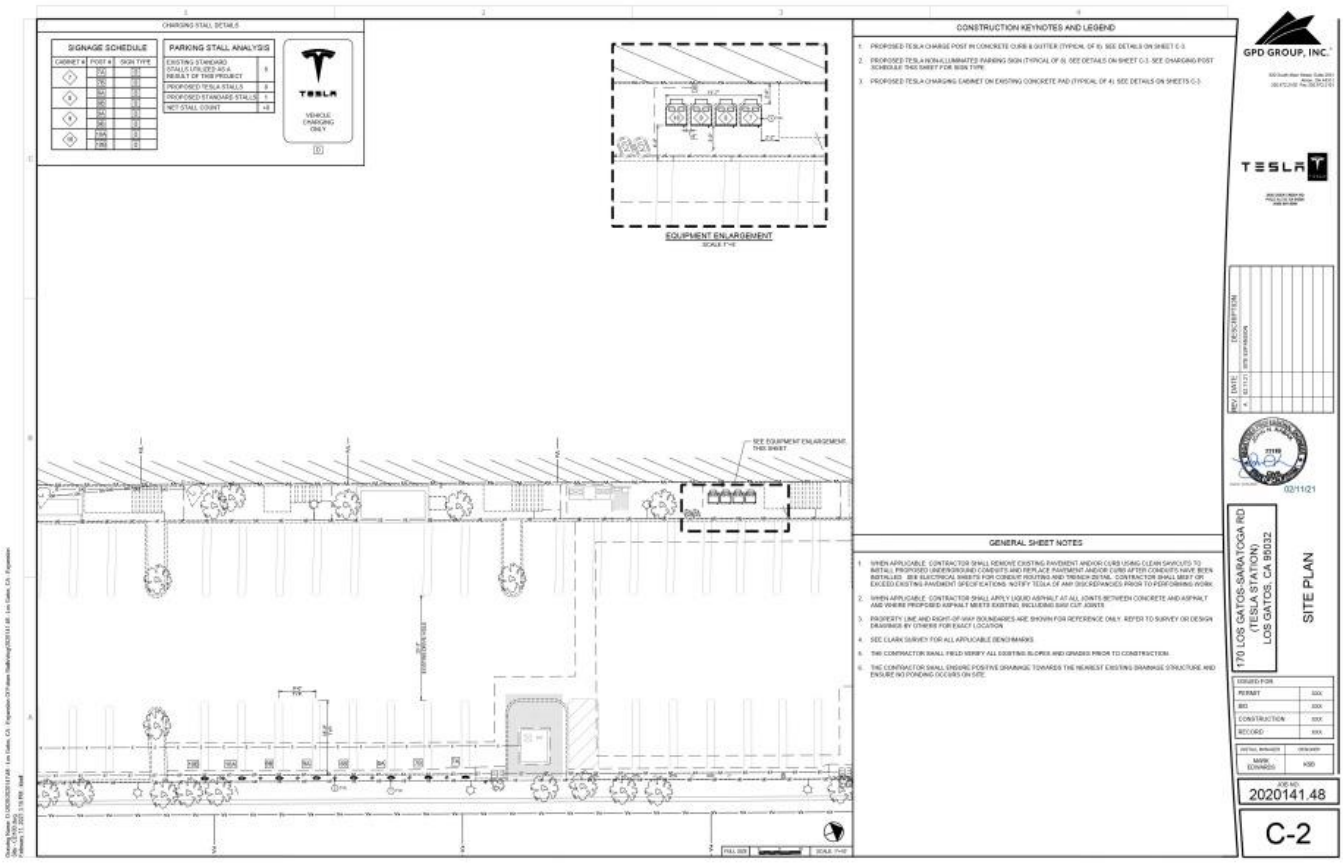

CHARGING STALL DETAILS
SIGNAGE SCHEDULE
PARKING STALL ANALYSIS
EXISTING STANDARD STALLS UTILIZED AS A RESULT OF THIS PROJECT 8
PROPOSED TESLA STALLS 8
PROPOSED STANDARD STALLS 1
NET STALL COUNT +8
VEHICLE CHARGING ONLY
EQUIPMENT ENLARGEMENT
SCALE: 1"=1'
CONSTRUCTION KEYNOTES AND LEGEND
1. PROPOSED TESLA CHARGE POST IN CONCRETE CURB & GUTTER (TYPICAL OF 8). SEE DETAILS ON SHEET C-3.
2. PROPOSED TESLA NON-ILLUMINATED PARKING SIGN (TYPICAL OF 8). SEE DETAILS ON SHEET C-3. SEE CHARGING POST SCHEDULE THIS SHEET FOR SIGN TYPE.
3. PROPOSED TESLA CHARGING CABINET ON EXISTING CONCRETE PAD (TYPICAL OF 4). SEE DETAILS ON SHEETS C-3.
SEE EQUIPMENT ENLARGEMENT THIS SHEET
GENERAL SHEET NOTES
1. WHEN APPLICABLE, CONTRACTOR SHALL REMOVE EXISTING PAVEMENT AND/OR CURB USING CLEAN SAWCUTS TO INSTALL PROPOSED UNDERGROUND CONDUITS AND REPLACE PAVEMENT AND/OR CURB AFTER CONDUITS HAVE BEEN INSTALLED. SEE ELECTRICAL SHEETS FOR CONDUIT ROUTING AND TRENCH DETAIL. CONTRACTOR SHALL MEET OR EXCEED EXISTING PAVEMENT SPECIFICATIONS. NOTIFY TESLA OF ANY DISCREPANCIES PRIOR TO PERFORMING WORK.
2. WHEN APPLICABLE, CONTRACTOR SHALL APPLY LIQUID ASPHALT AT ALL JOINTS BETWEEN CONCRETE AND ASPHALT AND WHERE PROPOSED ASPHALT MEETS EXISTING, INCLUDING SAW CUT JOINTS.
3. PROPERTY LINE AND RIGHT-OF-WAY BOUNDARIES ARE SHOWN FOR REFERENCE ONLY. REFER TO SURVEY OR DESIGN DRAWINGS BY OTHERS FOR EXACT LOCATION.
4. SEE CLARK SURVEY FOR ALL APPLICABLE BENCHMARKS.
5. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING SLOPES AND GRADES PRIOR TO CONSTRUCTION.
6. THE CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE TOWARDS THE NEAREST EXISTING DRAINAGE STRUCTURE AND ENSURE NO PONDING OCCURS ON SITE.
GPD GROUP, INC.
TESLA
02/11/21
1710 LOS GATOS-SARATOGA RD
(TESLA STATION)
LOS GATOS, CA 95032
SITE PLAN
ISSUED FOR
PERMIT
BID
CONSTRUCTION
RECORD
MARK EDWARDS
2020141.48
C-2

Exhibit B
General Terms and Conditions

1. **Premises**. Counterparty hereby grants to Tesla the right to use the Premises pursuant to Section 6, to install, operate and maintain a Charging Station (defined below), together with the right of ingress and egress to the Premises. This Agreement shall not create any leasehold interest in the Property.

2. **Intentionally Omitted**.

3. **Alterations**. Tesla shall, at its sole cost, make alterations to the Premises to install the Charging Station ("Tesla's Work"). Tesla's Work shall only occur after: (a) Counterparty has approved the plans and specifications in writing; and (b) Tesla has obtained all permits and approvals required by applicable governing bodies. Once Tesla's Work begins, it shall proceed with diligence and continuity until complete. Tesla may upgrade or replace its Trade Fixtures in its sole discretion during the Term, provided that any other alterations to the Charging Station shall be approved in advance by Counterparty. Counterparty's approval of the plans and specifications shall not be unreasonably withheld, conditioned or delayed. Tesla shall promptly repair any damage to the Property caused by Tesla, its agents, contractors and employees (collectively, "Tesla Parties") while performing Tesla's Work.

4. **Intentionally Omitted**.

5. **Term and Termination**. The term of this Agreement shall begin on the Commencement Date and shall expire at the end of the Base Term. Upon expiration of the Base Term, this Agreement shall automatically renew for one Renewal Term, subject to the Key Terms above. Notwithstanding any provision of this Agreement to the contrary, Counterparty may terminate this Agreement at any time for any reason by delivering to Tesla: (a) written notice of termination in accordance with Clause (h) of the Key Terms; and (b) payment of the Termination Fee as set forth above in Clause (j).

6. **Permitted Use**. Tesla may use and occupy the Premises during the Term to: install, operate and maintain a Charging Station (as defined below) for charging Tesla and third-party electric vehicles and autonomous vehicles, and for incidental purposes, which may include generating photovoltaic electricity and operating an energy storage system or for any other lawful purpose. Tesla may, in its sole discretion provide on-site personnel, contractors, autonomous attendants and/or security personnel at no cost to Counterparty. All uses under this Section are collectively referred to herein as the "Permitted Use". Tesla is authorized to operate and collect payment for the Permitted Use year-round, twenty-four (24) hours per day and seven (7) days per week. The "Charging Station" shall consist of: (a) Chargers as determined by Tesla in its sole discretion, signage and power electronics equipment to provide charging to the charging stalls described in Clause (d) and other trade fixtures determined by Tesla that may include, without limitation, air pumps, a canopy, solar panels, an energy storage system and fence or other visual barriers, security cameras (collectively, the "Trade Fixtures"); and (b) necessary utility infrastructure, which may include, without limitation, a utility transformer, metering equipment, switchgear, conduit, wiring and foundations (collectively, the "Infrastructure").

7. **Removal**. On or before the final day of the Term, Tesla shall, at its sole cost, remove the Trade Fixtures, leave the Infrastructure in a safe condition, and restore the Premises to the condition that existed as of the first day of the Term, subject to exceptions for reasonable wear and tear. Counterparty agrees that the Trade Fixtures and personal property are and shall remain the property of Tesla, and the Infrastructure shall become the property of Counterparty upon termination of this Agreement (except that Infrastructure upstream of the meter is and shall remain the property of the utility).

8. **Utilities**.

A. Tesla agrees to arrange and pay the charges for all Tesla-related utility services provided or used in or at the Premises during the Term. Tesla shall pay directly to the utility company the cost of installation of any and all such Tesla-related utility services and shall arrange to have the utility service separately metered. Counterparty shall not be responsible for any damages suffered by Tesla in connection with the quality, quantity or interruption of utility service, unless the cause of the disruption or damage was Counterparty's gross negligence or intentional misconduct.

B. If required by the utility, Counterparty shall execute and notarize a formal utility easement (or such other agreement or authorization required by the utility service provider) AS-IS, within ten (10) business days of receipt from Tesla or the utility service provider.

9. **Maintenance**. Tesla shall be responsible for maintaining the Charging Station at its sole cost (including repair and replacement of equipment, as necessary). Notwithstanding the foregoing, Counterparty's normal responsibility to maintain the common areas of the Property shall also apply to the Premises, including but not limited to landscaping, pest control, trash removal, snow removal, repaving and restriping, and Counterparty agrees to coordinate with Tesla on maintenance that will prevent the use of the Charging Station. If Tesla determines that the Premises needs additional trash cans, or if Counterparty requests additional trash cans, Tesla shall provide such trash cans to Counterparty at Tesla's sole cost.

10. **Counterparty Covenants**. Counterparty represents that: (a) it owns or leases the Property and has the power and authority to enter into this Agreement; (b) it has obtained any required consents to enter into this Agreement; (c) the Property is not subject to any conditions, restrictions or covenants incompatible with the Permitted Use; (d) this Agreement does not violate any agreement, lease or other commitment by which Counterparty is bound; (e) it will not lease, Agreement or commit the parking spaces within the Premises to any third party during the Term; and (f) it will not perform or allow excavation in the Premises during the Term without Tesla's advance written consent, other than superficial repaving.

11. **Default.** It shall be an "Event of Default" under this Agreement if either Party fails to perform or observe any material term or condition of this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party, provided, however, that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period and the defaulting Party commences to cure within the thirty (30) day period and proceeds with diligence and continuity, then such Party shall have additional time to cure as is reasonably required.

12. **Remedies**. The Parties acknowledge and agree that, if an Event of Default by the other Party has occurred and is continuing, the non-defaulting Party may: (a) terminate this Agreement upon thirty (30) days advance written notice; and/or (b) exercise any other remedy available at law or in equity.

13. **Exclusions**. Notwithstanding anything herein to the contrary, each Party expressly releases the other from any claims for speculative, indirect, consequential or punitive damages, including, without limitation, any lost sales or profits.

14. **Indemnification**. Except to the extent a claim arises from any negligence or willful misconduct of an Indemnified Party, or any breach or alleged breach of Section 25 by Counterparty, Tesla hereby agrees to indemnify, hold harmless and defend Counterparty, its directors, officers, managers, members, employees, agents and representatives (each an "Indemnified Party") from all losses and liabilities, including court costs and reasonable attorneys' fees, on account of or arising out of or alleged to have arisen out of any third party claim directly related to: (i) Tesla's use of the Premises; (ii) Tesla's breach of this Agreement; or (iii) bodily injury or damage to real or tangible personal property caused by the use of the Trade Fixtures.

15. **Insurance**. Through the duration of this Agreement, Tesla shall maintain commercial general liability insurance with limits of not less than Two Million Five Hundred Thousand US Dollars ($2,500,000 USD) per occurrence and Four Million US Dollars ($4,000,000 USD) aggregate for combined single limit for bodily injury or third-party property damage. The total limits above may be met by any combination of primary and excess liability insurance. A certificate evidencing such insurance shall be delivered to Counterparty upon the execution of this Agreement and upon reasonable request by Counterparty. Tesla shall include Counterparty as additional insured on its commercial general liability and, if applicable to meet limit requirements, umbrella and/or excess insurance policies, with respect to liability for services provided under this Agreement. Tesla will maintain worker's compensation insurance in accordance with state and federal law. This requirement may be waived by Tesla if Tesla is a qualified self-insured in the state where the Premises is located. Insurance shall be maintained with responsible insurance carriers with a Best Insurance Reports rating of "A-" or better or through a formal self-insurance mechanism that has either (a) a Best Insurance Reports rating of "A-" or better; or (b) a financial size category of "VI" or higher, provided, that if such self-insurance program does not meet either (a) or (b), then Tesla's use of self-insurance for the required coverages shall be subject to Counterparty's approval, not to be unreasonably withheld, conditioned or delayed.

16. **Environmental Matters**. Counterparty represents and warrants that, to the best of its knowledge, the Premises shall be delivered free of contamination that violates any applicable environmental law. Notwithstanding any provision in this Agreement to the contrary, Counterparty agrees that it will indemnify and hold Tesla harmless from all costs from, and Tesla shall have no liability for, any contamination of the Property, unless caused by Tesla Parties. Counterparty is responsible for remediating to the extent required by applicable environmental law any contamination not caused by Tesla Parties, including any contamination encountered by Tesla Parties during construction.

17. **Confidentiality**. The Parties agree that the terms of this Agreement and any non-public, confidential or proprietary information or documentation provided to one Party by the other Party in connection with this Agreement are confidential information, and the Parties agree not to disclose such confidential information to any person or entity during the Term and for a period of three (3) years thereafter. Notwithstanding the foregoing, the Parties may disclose information (i) to their respective Affiliates, subcontractors, lenders, employees, financial, legal and space planning consultants, in each case that have a "need to know" such confidential information and have committed to treat the information as confidential under terms no less protective than the terms of this Section 17, provided that the Party disclosing such confidential information shall be liable for any disclosure by such authorized recipients, (ii) as permitted in Section 20, and (iii) as required by law, including the California State Public Records Act. "Affiliate" of a Party is an entity that controls, is controlled by or is under common control with that Party, where "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, through ownership of voting securities, by contract or otherwise.

18. **Publicity**. Neither Party will use the other Party's name, trademark or logo without obtaining the other Party's prior written consent.

19. **Notices**. All notices, demands and approvals shall be in writing and shall be delivered to the electronic mail addresses provided on the signature page, and shall be deemed given on proof of transmission. Either Party may change their respective address for notices by giving written notice of such new address in accordance with this Section 19.

20. **Incentives**. Counterparty agrees that Tesla shall own and receive the benefit of all Incentives derived from the construction, ownership, use or operation of the Charging Station, including, without limitation, from electricity delivered through, stored at or generated by the Charging Station. Counterparty will cooperate with Tesla in obtaining all Incentives, provided that Counterparty is not

obligated to incur any out-of-pocket costs in doing so unless reimbursed by Tesla. If any Incentives are paid directly to Counterparty, Counterparty agrees to immediately pay such amounts over to Tesla. "Incentives" means (a) electric vehicle charging or renewable energy credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights, (b) rebates or other payments based in whole or in part on the cost or size of equipment, (c) performance-based incentives paid as periodic payments, (d) tax credits, grants or benefits, and (e) any other attributes, commodities, revenue streams or payments, in each of (a) through (e) under any present or future law, standard or program and whether paid by a utility, private entity or any governmental, regulatory or administrative authority. Counterparty agrees that Tesla may disclose a redacted copy of this Agreement if necessary to obtain Incentives.

21. **Governing Law**. This Agreement shall be construed and enforced in accordance with the laws of the state in which the Premises is located. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

22. **Entire Agreement**. Each Party acknowledges and agrees that it has read and understood this Agreement, and that it represents the entire agreement and understanding of the Parties with respect to the subject matter herein and supersedes all prior agreements, communications, or understandings, whether oral or written, with respect to the subject matter herein.

23. **Assignment.** Tesla shall not assign this Agreement without the prior written consent of Counterparty, which shall not be unreasonably withheld, conditioned or delayed; provided that the foregoing prohibition shall not limit Tesla's ability to transfer this Agreement to a Tesla Affiliate.

24. **Sale or Transfer**. In the event of a sale or transfer of all or a portion of Counterparty's interest in the Property or Premises during the Term, Tesla's rights shall be conveyed with such interests in the Property or Premises and Counterparty warrants that any transferee shall be bound by all terms and condition of this Agreement, and Counterparty shall obtain any necessary documents to confirm such assignment including, without limitation, providing Tesla with updated contact information for the buyer or transferee of the Property or Premises.

25. **Miscellaneous**. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Electronic signatures and other signed copies transmitted electronically in PDF or similar format shall be treated as originals. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected, and each provision shall be valid and enforceable to the fullest extent permitted by law. Any outstanding payment obligations and the terms of Section 17 shall survive termination of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Each Party shall comply with all applicable codes, laws and ordinances in fulfilling its respective obligations under this Agreement. Tesla shall promptly remove or bond any liens placed on the Property as a result of any claims for labor or materials furnished to Tesla at the Premises. This Agreement is subject and subordinate to all ground or superior leases and to all mortgages which may now or hereafter affect such leases or the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof; provided that Tesla's rights under this Agreement shall not be disturbed by such subordination so long as no Event of Default by Tesla exists beyond all notice and cure periods. COUNTERPARTY AND TESLA EACH WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT.

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FIRST AMENDMENT OF CHARGING STATION AGREEMENT

THIS FIRST AMENDMENT OF CHARGING STATION AGREEMENT (this "**Amendment**") is made and entered into as of February 2, 2021 (the "**Amendment Effective Date**") by and between The Town of Los Gatos, a local government ("**Counterparty**"), and Tesla, Inc., a Delaware corporation ("**Tesla**").

R E C I T A L S

1. Counterparty and Tesla are parties to that certain Charging Station Agreement dated February 13, 2018 (the "**Agreement**"). Pursuant to the Agreement, Counterparty granted Tesla possession and control of eighteen (18) parking spaces (the "**Existing Premises**") at the Property for the installation and operation of a Charging Station.

2. During the initial construction of the Charging Station, Tesla installed Infrastructure in eight (8) parking spaces ("**Expansion Premises**") adjacent to the Existing Premises.

3. Counterparty and Tesla now desire to expand the Existing Premises extend the Term and amend the Agreement, as more particularly described herein.

T E R M S

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants herein contained, and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows, as of the Amendment Effective Date:

1. **Defined Terms**. All capitalized terms used in this Amendment shall have the same meaning given such terms in the Agreement, unless otherwise defined in this Amendment.

2. **Amendment of the Agreement:** As of the Amendment Effective Date:

2.1. **Expansion of the Existing Premises**. Tesla shall, at its sole cost, expand the Existing Premises by installing Trade Fixtures at the Expansion Premises. As of the Amendment Effective Date, all references in the Agreement to the "**Premises**" shall be deemed to include the Existing Premises and the Expansion Premises consisting of a total of twenty-six (26) parking spaces, as depicted on **Exhibit A** attached hereto. For the avoidance of doubt, the Premises shall consist of twenty-six (26) Dedicated Stalls.

2.2. **Term**. The Possession Date for the work contemplated by this Amendment shall be March 1st, 2021 Upon the opening of the Charging Station (including the Expansion Premises), Tesla shall deliver written notice to Counterparty of the updated Commencement Date and the old Commencement Date, which occurred on September 24th 2018 shall be of no further force or effect. For the avoidance of doubt, the initial term of this Agreement shall begin on the updated Commencement Date and shall expire five (5) years from the last day of the month in which the updated Commencement Date occurs (the "**Initial Term**"). Tesla shall have one (1) option to extend the term of this Agreement for an additional five (5) years (the "**Renewal Term**" and together with the Initial Term, the "**Term**"), upon the same terms contained in the Agreement.

2.3. **Confidentiality**. Section 21 of the Agreement shall be deleted and replaced in its entirety with the following:

"21. CONFIDENTIALITY AND PUBLICITY: Except as provided below, to the maximum extent permitted by law, Tesla and Counterparty agree that the terms of this Agreement and any non-public, confidential or proprietary information or documentation provided to one Party by the other Party in connection with this Agreement are confidential information, and the Parties agree not to disclose such confidential information to any person or entity during

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the Term and for a period of three (3) years thereafter.

Notwithstanding the foregoing, the Parties may disclose information (i) to their respective Affiliates, subcontractors, lenders, employees, financial, legal and space planning consultants, in each case that have a "need to know" such confidential information and have committed to treat the information as confidential under terms no less protective than the terms of this Section 21, and (ii) as required by law, including the California State Public Records Act; provided that if Counterparty receives such a request, then Counterparty shall promptly notify Tesla to allow Tesla to seek a protective order or other appropriate remedy before the Agreement is released.

Neither Party will use the other Party's name, trademark or logo without obtaining the other Party's prior written consent."

2.4. **Rent**. The following shall be added to the Agreement as Section 31:

"31. RENT**:** Tesla will pay Counterparty Eight Thousand Dollars ($8,000.00) per month (the "**Rent**") for a portion of the Premises on the first business day of each calendar month during the Term. If the Commencement Date is any day other than the first business day of a month, the first rent payment shall include payment for the partial month in which the Commencement Date occurs, prorated based on the number of days in such month. All rent payments shall be made either electronically to an account specified by Counterparty to Tesla in writing, or by check to the Counterparty address provided in Section **Error! Reference source not found.**. Tesla shall have no obligation to pay any other charge to Counterparty. For the avoidance of doubt, Tesla shall only pay Rent for the twenty (20) parking spaces occupied by the Level 3 DC fast chargers and Counterparty agrees that the Rent shall not increase during the Term."

2.5. **Incentives**. The following shall be added to the Agreement as Section 32:

"32. INCENTIVES: Counterparty agrees that Tesla shall own and receive the benefit of all Incentives derived from the construction, ownership, use or operation of the Charging Station, including, without limitation, from electricity delivered through, stored at or generated by the Charging Station. Counterparty will cooperate with Tesla in obtaining all Incentives, provided that Counterparty is not obligated to incur any out-of-pocket costs in doing so unless reimbursed by Tesla. If any Incentives are paid directly to Counterparty, Counterparty agrees to immediately pay such amounts over to Tesla. "**Incentives**" means (a) electric vehicle charging or renewable energy credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights, (b) rebates or other payments based in whole or in part on the cost or size of equipment, (c) performance-based incentives paid as periodic payments, (d) tax credits, grants or benefits, and (e) any other attributes, commodities, revenue streams or payments, in each of (a) through (e) under any present or future law, standard or program and whether paid by a utility, private entity or any governmental, regulatory or administrative authority."

2.6. **Exhibit A**. Exhibit A of the Agreement shall be deleted in its entirety and replaced by the Exhibit A, attached hereto and incorporated herein.

2.7. **Exhibit B**. The bullet points on Exhibit B of the Agreement shall be deleted in its entirety and replaced with the following:

- Ten (10) Chargers Cabinets
- Twenty (20) charge posts (Level 3 DC fast chargers)
- Two (2) Level 2 posts (Four (4) parking spaces in total) for all EV use (at no charge to the users

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- Switchgear and meter panel
- Signage

3. Effect. Except as expressly modified by this Amendment, the Agreement shall remain unchanged and in full force and effect. Except as otherwise set forth in this Amendment, nothing in this Amendment shall be deemed to waive or modify any of the provisions of the Agreement.

4. Consent. The parties represent and warrant that there are no consents of third parties (including any lenders) that are necessary for the execution and performance of this Amendment or that each party has obtained all consents of third parties necessary for the execution and performance of this Amendment.

5. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment. Any signature to this Amendment that is transmitted electronically through email as a PDF or DocuSign will be deemed an original signature, be binding upon the parties hereto and will have the same force and effect as an original signature.

6. Brokers. Counterparty and Tesla each represents that they have not dealt with any broker and each hereby agrees to indemnify and hold the other harmless from any claims for any broker related commissions or fees.

7. Successors. The provisions of this Amendment shall bind and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

[Signatures appear on following page]

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IN WITNESS WHEREOF, Counterparty and Tesla have executed this Amendment as of the Amendment Effective Date.

COUNTERPARTY:

Town of Los Gatos
a local government

By: DocuSigned by: Laurel Prevetti 2/25/2021
853FEEA2EB39470...

Name: Laurel Prevetti

Title: Town Manager

By: DocuSigned by: Matt Morley 2/22/2021
BBA0B3B0D8F4484...

Name: Matt Morley

Title: Director of Parks and Public Works

By: DocuSigned by: Robert W. Schultz 2/25/2021
2FE0938555B744C...

Name: Robert Schultz

Title: Town Attorney

Attest:
DocuSigned by: Shelley Neis 2/25/2021
B9666F65B1F34F6...
Shelley Neis, MMC, CPMC, Town Clerk

TESLA:

Tesla, Inc.
a Delaware corporation

By: DocuSigned by: C852BDE6014D4B3... 2/20/2021

Name: Maximilien de Zegher

Title: Senior Manager, Global Charging Infrastructure

DocuSign Envelope ID: 55C98F9D-3F62-4B7E-A9CC-E320650911C6

EXHIBIT A

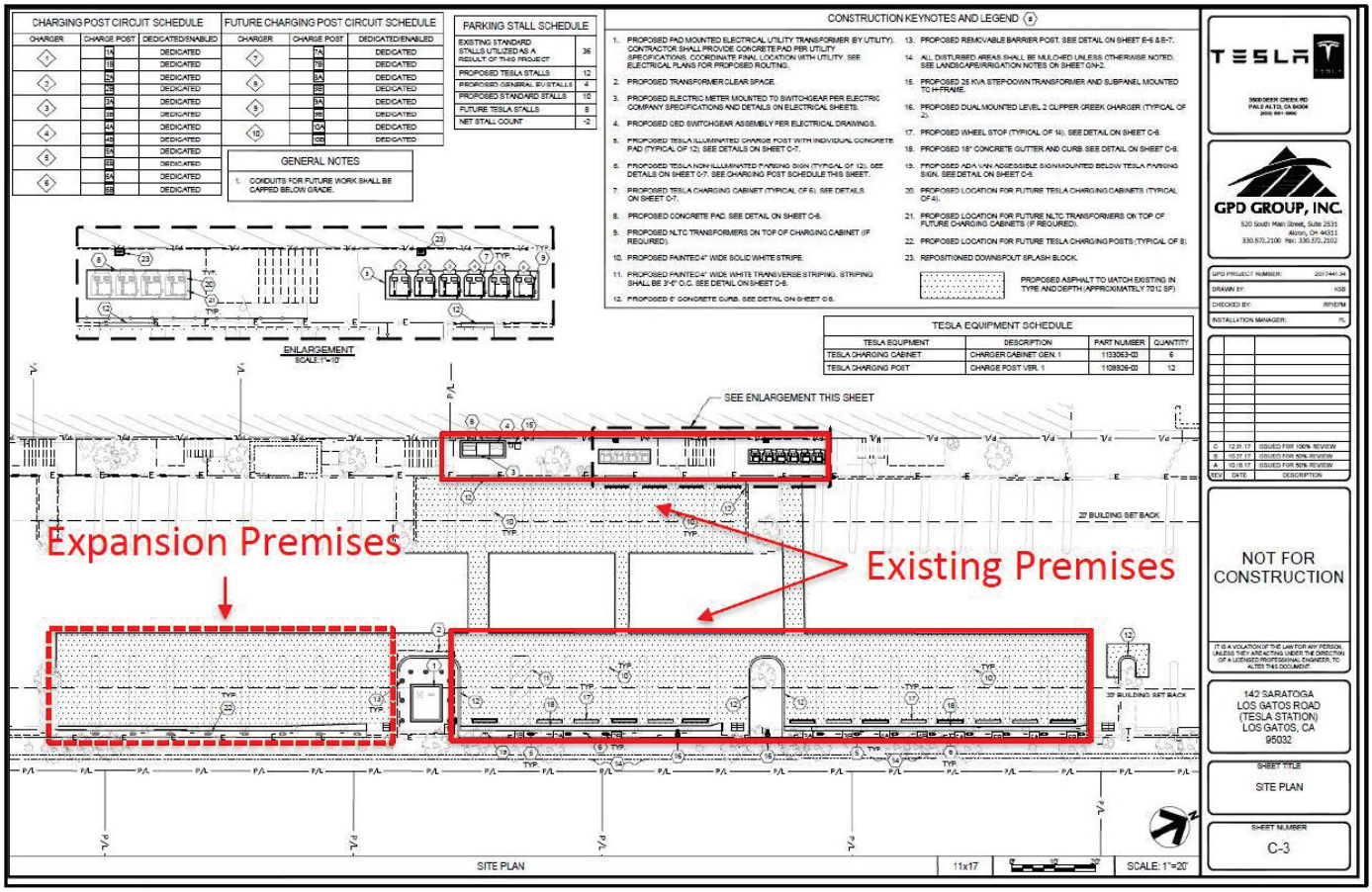
Premises Depiction and Address

Northeast Parking Garage Address –Northside Paring Lot - Town of Los Gatos, CA – 142 Los Gatos-Saratoga Rd, Los Gatos, CA 95032

Premises Depiction:



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AGR 18.021

IHH

CHARGING STATION AGREEMENT

This Supercharger Agreement (the "**Agreement**") is effective as of 2/13, ~~2017~~ 2018 (the "**Effective Date**") by and between The Town of Los Gatos a local government ("**Counterparty**") and Tesla, Inc., a Delaware corporation ("**Tesla**").

WHEREAS, Tesla, through the provision of electric vehicle charging services at the Property, will provide value to Counterparty by attracting Tesla vehicle owners and the public to, and providing additional visibility of, the Property;

WHEREAS, Counterparty acknowledges the value of Tesla's charging station at the Property and desires to grant possession and control of the Premises to Tesla pursuant to the terms set forth herein;

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **CONTACT INFORMATION**:

Counterparty's Address for Notices:	Tesla's Address for Notices:
Town of Los Gatos 41 Miles Ave. Attention: Jim Harbin Phone: (408) 395-5310 Email: jharbin@losgatosca.gov	Tesla, Inc. 3500 Deer Creek Road Palo Alto, CA 94304 Attention: Supercharger Team Phone: (650) 681-5000 Email: superchargerlease@teslamotors.com 24-hour Technical Support & Service: 877-79-TESLA (877-798-3752)

2. **PREMISES**: Counterparty hereby grants to Tesla possession and control of eighteen (18) parking spaces, up to five (5) feet of additional parking width to comply with the Americans with Disabilities Act of 1990 and approximately 200-400 square feet of landscaped space for equipment (the "**Premises**") on the property commonly known as the North Parking Lot, located between University Ave. and North Santa Cruz Ave., north of Los Gatos – Saratoga Rd., and as depicted on **Exhibit A** attached hereto (the "**Property**") in order to build an electric vehicle charging station to charge Tesla vehicles (the "**Charging Station**").

3. **CONSTRUCTION**: Upon delivery of possession of the Premises to Tesla, Tesla shall, at its sole expense, construct improvements as described in and pursuant to the procedures set forth in **Exhibit B,** attached hereto and made a part hereof, and will install certain trade fixtures indicated in **Exhibit B** (the "**Trade Fixtures**" as further described and defined in **Exhibit B**).

4. **INITIAL FOOTPRINT**: A total of eighteen (18) parking spaces are needed to outfit the charging facility. Twelve (12) parking spaces will be outfitted with charge posts (**"Chargers"**) and shall serve as dedicated charging stalls to be used only by Tesla vehicles ("**Dedicated Stalls**"). The four (4)

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additional parking spaces shall be outfitted with chargers to be used by all other electric vehicles. Two (2) additional spaces are needed one each for ADA requirements and station infrastructure. The Dedicated Stalls and any applicable restrictions shall be identified by signage substantially similar to the signage depicted in **Exhibit B**.

5. **POSSESSION DATE:** The first date where Tesla may enter the Premises and Property to begin its work pursuant to the Agreement is January 15, 2018 (the "**Possession Date**").

6. **COMMENCEMENT DATE**: The date that the Charging Station opens to the public (the "**Commencement Date**") shall be within one hundred and fifty (150) days following the Possession Date, provided that no external permitting, utility or other requirements beyond Tesla's control delay the installation, despite the best efforts of Tesla. Tesla shall deliver written notice to Counterparty promptly following the Commencement Date to confirm such date for recordkeeping purposes.

7. **TERM:** The initial term of the Agreement shall expire five (5) years from the Commencement Date (the "**Initial Term**"). Tesla shall have the right to once extend the Agreement and such extension shall be for an additional period of five (5) years (the "**Renewal Term**" and together with the Initial Term, the "**Term**"). Following the Renewal Term, any further renewals will be subject to mutual agreement between Tesla and Counterparty. To extend the Term, Tesla shall deliver written notice of such extension to Counterparty no later than thirty (30) days prior to the expiration of the Term. In the event of a sale or transfer of the Property or Premises by Counterparty while the Agreement is in effect, Tesla's rights shall be conveyed with the Property or Premises.

8. **UTILITIES:** Tesla agrees to arrange and pay the charges for all Tesla-related utility services provided or used in or at the Premises during the Term. Counterparty grants to Tesla and such public utility companies an easement to install, operate, inspect, maintain and repair such public utility facilities as may be reasonably necessary over the Property to serve the Premises. Tesla shall pay directly to the utility company the cost of installation of any and all such Tesla-related utility services and shall arrange to have the utility service separately metered. Counterparty shall not be responsible for any damages suffered by Tesla in connection with the quality, quantity or interruption of utility service, unless the cause of the disruption or damage was due to Counterparty's gross negligence or willful misconduct.

9. **USE**: Tesla shall use and occupy the Premises during the Term for a Charging Station and incidental purposes, including generating photovoltaic electricity and operating an energy storage system. All use of the Premises by Tesla shall comply with applicable codes, laws, and ordinances.

10. **PAYMENT FOR CHARGING SERVICES**: Counterparty shall have no right to request or accept payment from Tesla, Tesla customers or any other third-parties in connection with Tesla charging services.

11. **MAINTENANCE**: Tesla shall be responsible for maintaining the Trade Fixtures and Infrastructure (as defined in **Exhibit B**) and Counterparty shall not have any liability for damage to the Trade Fixtures or the Infrastructure unless such damage is caused by Counterparty's gross negligence or willful misconduct. Notwithstanding the foregoing, Counterparty's normal responsibility to maintain the common areas of the Property shall also apply to the Premises, such as for debris and garbage collection and removal. Counterparty agrees to coordinate any parking lot

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maintenance with Tesla to ensure that charging stalls remain available as much as is reasonably feasible. Tesla may, in its discretion and at its sole cost, install security cameras and other equipment to monitor the Premises from off-site. All site equipment installed in relation to the charging infrastructure shall be maintained in good condition for the entire term of the agreement.

12. **COUNTERPARTY COVENANTS**: Counterparty represents that they are the owner of the Property and that this Agreement does not violate any agreement, lease or other commitment of Counterparty. Counterparty shall not take any action that would impair or interrupt the use of the Premises or the Trade Fixtures. Counterparty agrees to notify Tesla within a commercially reasonable time if (i) it has knowledge of third-parties impairing or misusing the Premises or Trade Fixtures, or (ii) it obtains knowledge of a needed repair to the Premises or Trade Fixtures. If non-Tesla motorists repeatedly park in the Dedicated Stalls, thereby impairing use of the Dedicated Stalls, then the parties shall together determine and implement an appropriate and effective strategy for preventing such impairment, including, without limitation, alternative signage and painted asphalt. Counterparty shall use commercially reasonable efforts to actively monitor the Premises to ensure that use of the charging stalls is not impaired.

13. **ASSIGNMENT**: Tesla shall not assign this Agreement voluntarily or by operation of law, or any right hereunder, nor sublet the Premises or any part thereof, without the prior written consent of Counterparty, which shall not be unreasonably withheld, conditioned or delayed; provided that the foregoing prohibition shall not limit Tesla's ability to transfer this Agreement to a company that is controlled by, controls, or is under common control with Tesla.

14. **ALTERATIONS**: Excepting the items of **Exhibit B**, Tesla shall not make or permit to be made any alterations, changes in or additions to the Premises without the prior written consent of Counterparty, which shall not be unreasonably withheld, conditioned or delayed. Upon termination of this Agreement, unless terminated due to a default of Counterparty, the Infrastructure shall become the property of Counterparty; provided that all Trade Fixtures and all related intellectual property shall at all times remain the property of Tesla and all Trade Fixtures will be promptly removed by Tesla upon termination of the Agreement.

15. **SIGNAGE**: Tesla signage to be installed at the Premises is represented in **Exhibit B** and shall include signs to identify Dedicated Stalls. Any material revisions or additions to the signage depicted in **Exhibit B** shall be subject to Counterparty approval, which shall not be unreasonably withheld, conditioned or delayed. All signage shall be professionally prepared, installed and maintained at Tesla's expense.

16. **INDEMNIFICATION**: Except to the extent of any gross negligence or willful misconduct of Counterparty, Tesla hereby agrees to indemnify, hold harmless and defend the Property, Counterparty, its managers, members, agents and representatives from all liability, damages, loss, costs and obligations, including, court costs and attorney's fees, on account of or arising out of or alleged to have arisen out of any claim of any third party directly related to Tesla's use of the Premises. Tesla shall promptly remove or bond any liens placed on the Property as a result of any claims for labor or materials furnished to or for Tesla at or for use on the Premises.

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Except to the extent of any gross negligence or willful misconduct of Tesla, Counterparty hereby agrees to indemnify, hold harmless and defend Tesla, its directors, officers, employees, consultants, agents and representatives from all liability, damages, loss, costs and obligations, including, court costs and attorney's fees, on account of or arising out of or alleged to have arisen out of directly or indirectly, any claim of any third party directly related to Counterparty's actions with respect to the Premises.

17. **DESTRUCTION**: Any total destruction of the Premises shall, at Counterparty's or Tesla's written election within thirty (30) days of such destruction, terminate the Agreement.

18. **DEFAULT**: Each of the following shall constitute an "**Event of Default**" by Tesla under this Agreement:

(1) the failure by Tesla to perform or observe any material term or condition of the Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof, provided however, that if the nature of such default is such that the same cannot reasonably be cured within said thirty (30) day period, then Tesla shall have such additional time as is reasonably required to cure such failure provided Tesla commences to cure such failure within such thirty (30) day period and proceeds to cure such failure with diligence and continuity; or

(2) the appointment of a receiver or trustee to take possession of all or substantially all of the assets of Tesla located at the Premises if possession is not restored to Tesla within sixty (60) days; or a general assignment by Tesla for the benefit of creditors; or any action or proceeding commenced by or against Tesla under any insolvency or bankruptcy act, or under any other statute or regulation having as its purpose the protection of creditors and in the case of involuntary actions filed against the Tesla the same are not discharged within sixty (60) days after the date of commencement.

19. **REMEDIES**: Counterparty and Tesla acknowledge and agree that each party shall have all remedies available at law or in equity if the other party is in default under the terms of this Agreement. If an Event of Default has occurred and is continuing, then Counterparty, in addition to any other remedies given at law or in equity, may:

(A) continue this Agreement in effect by not terminating Tesla's right to possession of said Premises and thereby be entitled to enforce all Counterparty's rights and remedies under this Agreement; or

(B) bring an action to recover and regain possession of said Premises in the manner provided by the laws of eviction of the State where the Premises are located then in effect.

20. **INSURANCE**: Tesla shall carry commercial general liability insurance with limits of not less than One Million Dollars ($1,000,000) for bodily injury or death and property damage and an umbrella insurance policy of not less than Five Million Dollars ($5,000,000). A certificate evidencing such insurance shall be delivered to Counterparty upon the execution of this Agreement and from time to time thereafter as may be requested by Counterparty. Upon request, Tesla shall include Counterparty as additional insured on its commercial general liability and umbrella insurance

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policies. Tesla will also carry worker's compensation insurance in accordance with state and federal law.

21. **CONFIDENTIALITY AND PUBLICITY**: Neither party will use the other party's name, trademark or logo without such other party's prior written consent.

22. **EXCLUSIONS**: Notwithstanding anything herein to the contrary, Tesla shall not be liable for, and Counterparty expressly releases Tesla from any claims from, speculative, indirect, consequential or punitive damages, including any lost sales or profits of Counterparty.

23. **ENVIRONMENTAL MATTERS**: To the best of Counterparty's knowledge, Counterparty believes that the Premises shall be delivered free of environmental contamination. Tesla shall have no liability for any environmental contamination unless caused by Tesla, its agents, employees or contractors. During the Term, Counterparty is responsible for remediating any pre-existing contamination or any contamination not caused by Tesla, its agents, contractors or employees, except for disposal of any contaminated materials that may result from the construction of the project and limited to any excavated contaminated soil that will be properly disposed of. The cost to Tesla of the disposition of any such excavated contaminated soil will be capped at five thousand dollars ($5,000). Tesla shall have no liability for diminution in value of the Property as it relates to environmental contamination.

24. **NOTICES**: All notices or demands shall be in writing and shall be deemed duly served or given only if delivered by prepaid (i) U.S. Mail, certified or registered, return receipt requested, or (ii) reputable, overnight courier service (such as UPS or FedEx) to the addresses of the respective parties as specified in Section 1 above. Counterparty and Tesla may change their respective addresses for notices by giving notice of such new address in accordance with the provisions of this paragraph.

25. **BROKERS**: Counterparty and Tesla represent to each other that each has dealt with no broker and each hereby agrees to indemnify and hold the other harmless from any claims for any such commissions or fees.

26. **SUCCESSORS AND ASSIGNS**: This Agreement shall be binding upon and shall inure to the benefit of Counterparty and Tesla and their respective successors and assigns.

27. **GOVERNING LAW**: This Agreement shall be governed by the laws of the State where the Premises are located.

28. **TIME**: Time is of the essence in this Agreement.

29. **COUNTERPARTS**: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Signed copies transmitted electronically in PDF or similar format shall be treated as originals.

30. **TERMINATION**: Counterparty shall retain the right to terminate the Agreement by providing one hundred and eighty (180) days written notice. If Counterparty exercises its right to early

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termination, then Counterparty shall pay Tesla an early termination fee on or before such early termination date equal to the unamortized costs to construct the Charging Station (including the costs of Trade Fixtures, Infrastructure and construction), calculated as of the early termination date based on straight-line depreciation over a ten (10) year period.

[Signature page follows.]

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IN WITNESS WHEREOF, the parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written above.

Town of Los Gatos by:

Laurel Prevetti, Town Manager

Recommended by:

Matt Morley, Director of Parks and Public Works

Approved as to Form:

Robert Schultz, Town Attorney

TESLA:

Tesla, Inc.

a Delaware corporation

By: See Attached

Name: _____

Title: _____

AGR: Tesla Charging Station

IN WITNESS WHEREOF, the parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written above.

COUNTERPARTY:	TESLA:
_____	Tesla, Inc.
a _____	a Delaware corporation
By: See Attached	By: _____
Name: _____	Name: CAL LANTON
Title: _____	Title: VP, ENERGY SALES and OPERATIONS

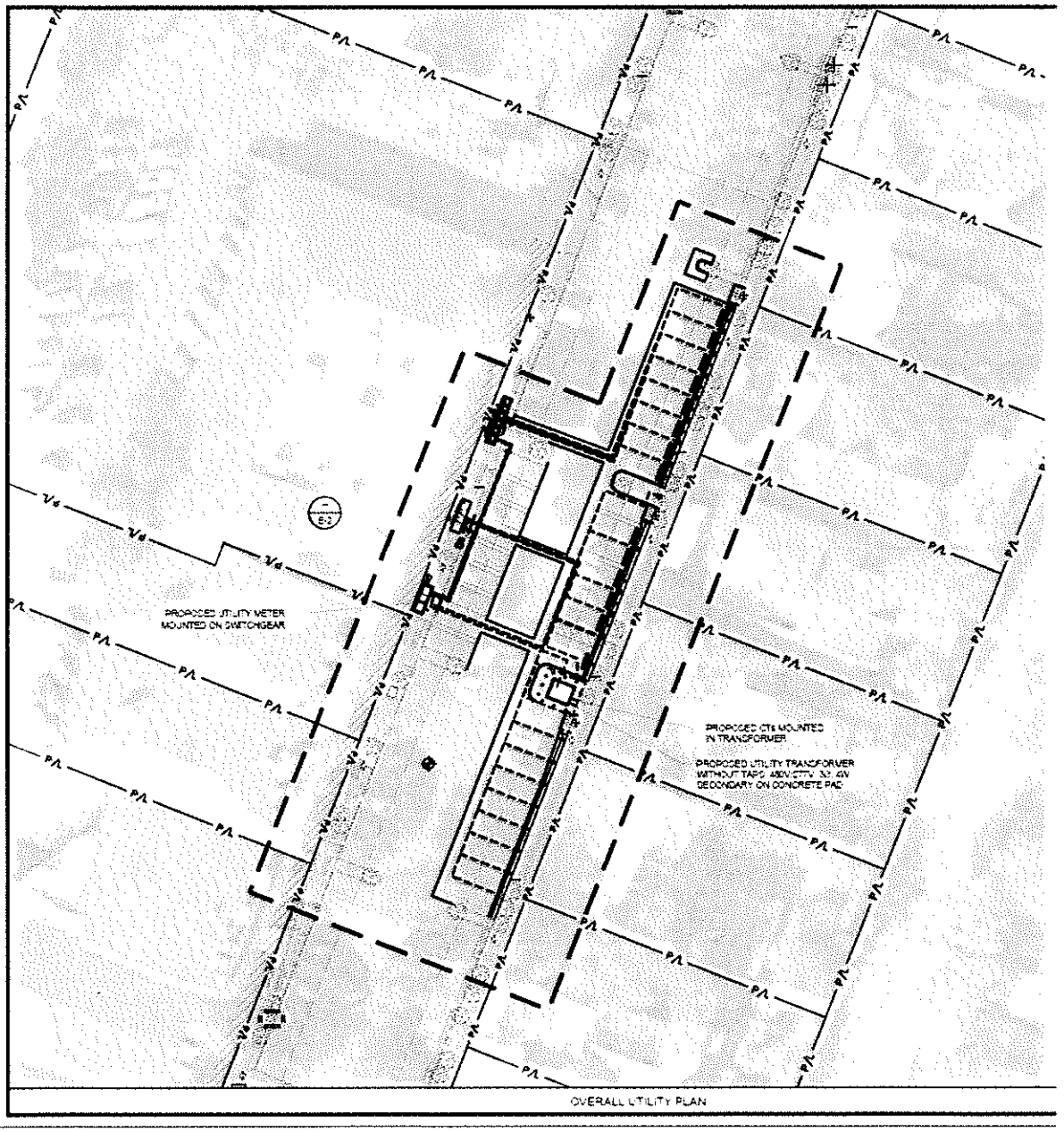
AGR: Tesla Charging Station

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EXHIBIT A

Premises and Property Depiction and Address

Premises and Property Depiction: Northside Parking Lot – Town of Los Gatos, CA





PROPOSED TESLA CHARGING STATIONS

LOCATION MAP

NOT TO SCALE

N:\PPW\EV Chargers\Tesla Exhibit.dwg

EXHIBIT B

Tesla Improvements

Tesla shall install the Charging Station on the Premises pursuant to the terms of this **Exhibit B**. Tesla installation shall include the installation of the infrastructure for the Charging Station, which may include power supply, utility connections, concrete pads, conduit and wiring (the "**Infrastructure**").

The Charging Station will also include certain trade fixtures as determined by Tesla, which may include, without limitation, the charger cabinets ("**Charger Cabinets**"), charge posts, switchgear, signage, , and an energy storage system (the "**Trade Fixtures**"). The type of charge posts installed at the Charging Station shall be Level 3 DC fast chargers (capable of delivering up to 73 kW of power).

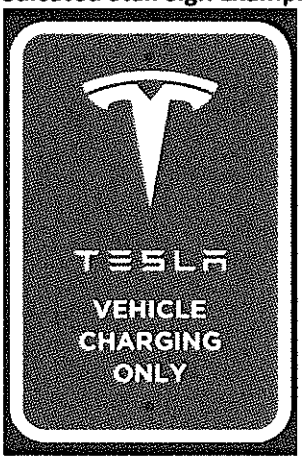
The Trade Fixtures to be installed as of the Commencement Date will include the following:

- Six (6) Chargers Cabinets
- Twelve (12) charge posts (Level 3 DC fast chargers)
- Two (2) Level 2 posts (Four (4) parking spaces in total) for all EV use (at applicable rates)
- Switchgear and meter panel
- Signage

The installation of the Infrastructure and the Trade Fixtures is collectively referred to as the "**Tesla Improvements**." Tesla will not perform the Tesla Improvements until the plans and specifications, including exact locations, have been approved and permitted by Counterparty, which approval ismay be by e-mail communication and shall not be unreasonably withheld, conditioned or delayed. All Tesla Improvements shall at all times comply with applicable laws, codes and ordinances and Infrastructure and Trade Fixtures shall be installed, maintained and replaced at Tesla's sole cost.

Signage

Dedicated Stall Sign Example



TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 05/19/2026
ITEM NO: 13

DATE: May 19, 2026

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Town Manager to Execute an Agreement with Kaiser Permanente On-the-Job to Continue to Provide Pre-Employment Medical Screening Services Retroactive to August 1, 2025, with Automatic Renewals Every 12 Months**

RECOMMENDATION: Authorize the Town Manager to execute an agreement with Kaiser Permanente On-the-Job to continue to provide pre-employment medical screening services retroactive to August 1, 2025, with automatic annual renewals every 12 months.

FISCAL IMPACT:

The cost for these services are included in the FY 2025-2026 Operating Budget and FY 2026-27 Proposed Budget.

STRATEGIC PRIORITY:

The Council action supports the Town's strategic priority of prudent financial management.

BACKGROUND:

The Town of Los Gatos requires specialized pre-employment medical screenings for prospective police officers, public safety dispatchers, maintenance workers, and other selected classifications as part of the background investigation and hiring process. These exams ensure compliance with the Peace Officer Standards and Training (POST) and verify that candidates can meet the physical demands of their roles.

PREPARED BY: Vilcia Rodriguez
Human Resources Manager

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Administrative Services Director

SUBJECT: Authorize the Town Manager to Execute an Agreement With Kaiser Permanente On-the-Job Job to Continue to Provide Pre-Employment Medical Screening Services

DATE: May 19, 2026

In addition to pre-employment medical screenings, the Town requires Department of Transportation (DOT) medical examinations and recertifications for employees in safety-sensitive positions who operate commercial vehicles. These evaluations are conducted in accordance with Federal Motor Carrier Safety Administration (FMCSA) regulations to ensure employees are medically qualified to safely perform their job duties. Kaiser Permanente On-the-Job has the capability to provide DOT-compliant physical examinations, including initial certifications and periodic recertifications, supporting the Town's ongoing compliance with federal safety requirements and helping to maintain a safe and reliable workforce.

DISCUSSION:

Kaiser Permanente On-the-Job (KPOTJ) has been the primary provider of pre-employment medical screening services since July 31, 2024. This agreement expired on July 31, 2025, and due to KPOTJ staff turnover, the renewal process was delayed, resulting in a lapse of the contract. Despite the expired agreement, KPOTJ has continued to provide uninterrupted, pre-employment medical screenings for new hires, which has helped the Town avoid hiring delays.

To comply with procurement policies and formalize the vendor relationship, retroactive approval is required for services rendered from August 1, 2025, to the present. To avoid future lapses in service, staff recommend transitioning this contract into an automatic annual renewal agreement.

This approach is beneficial because it ensures there is no disruption in service that could delay hiring, and it reduces the administrative burden associated with formal renewals for routine and high-performing services. The Town retains the right to terminate the contract at any time, for any reason, with 30 days' notice, ensuring the Town is not locked into the agreement should service quality decline, budgetary or other needs change.

CONCLUSION:

Staff recommends authorizing the Town Manager to execute an agreement with Kaiser Permanente On-the-Job to continue providing pre-employment medical screenings and DOT medical exam services retroactive to August 1, 2025, with automatic annual renewals every 12 months.

COORDINATION:

This report has been coordinated with the Town Attorney.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:
1. The Kaiser Permanente On-The-Job Draft Agreement

KAISER PERMANENTE®

Company Name: TOWN OF LOS GATOS **Date:** February 2, 2026

Corporate Address:	110 E Main St			**City, State:**	Los Gatos, CA	**Zip:**	95030
Primary Contact:	Vilcia Rodriguez	**Email:**	vrodriguez@losgatosca.gov	**Phone:**	(408) 399-5743	**Fax:**	(408) 395-8640
Alternate Contact:	Mary Blekh	**Email:**	mblekh@losgatosca.gov	**Phone:**	(408) 399-5739	**Fax:**	(408) 395-8640
Billing Address:	110 E Main St			**City, State:**	Los Gatos, CA	**Zip:**	95030
Billing Contact:	Mary Blekh	**Email:**	mblekh@losgatosca.gov	**Phone:**	(408) 399-5739	**Fax:**	(408) 395-8640

Re: Letter of Agreement for Occupational Health and Safety Services between The Permanente Medical Group, Inc. and TOWN OF LOS GATOS

Dear Chris Constantin,

Through a series of meetings, TOWN OF LOS GATOS and The Permanente Medical Group, Inc. ("TPMG") have reached an agreement regarding TPMG's provision of occupational health and safety services to TOWN OF LOS GATOS. The purpose of this letter is to set forth that agreement.

TPMG, through its Occupational Health Centers collectively known as Kaiser Permanente On-the-Job, will provide occupational health and safety services, as requested by TOWN OF LOS GATOS. This letter does not obligate TOWN OF LOS GATOS to utilize TPMG services, but it does set forth applicable prices and conditions of such services when elected by TOWN OF LOS GATOS.

What TPMG Will Do For TOWN OF LOS GATOS

TPMG physicians and other practitioners will provide services for TOWN OF LOS GATOS's current or prospective employees, contractors, and volunteers (hereinafter "workers/applicants") as requested by TOWN OF LOS GATOS. The prices for such services are listed in Schedule A, attached to this letter of agreement. TPMG will complete appropriate documentation of those services. If further tests or other services are required, TPMG will notify TOWN OF LOS GATOS. TPMG shall submit a monthly invoice to TOWN OF LOS GATOS for services rendered during the previous month.

TOWN OF LOS GATOS's Obligations

If and when TOWN OF LOS GATOS determines to send prospective workers/applicants to TPMG for services, TOWN OF LOS GATOS will specify the services to be performed by TPMG. TOWN OF LOS GATOS agrees to pay TPMG for services rendered within 30 days after receipt of the invoice.

General Provisions of This Letter of Agreement

This letter of agreement is effective as of 8/1/2025 and will be in force for the period of 8/1/2025 through 7/31/2026 and for consecutive 12-month periods thereafter. All terms of this letter of agreement, including payment obligations and liability provisions, are effective as of 8/1/2025, regardless of the date the letter of agreement was executed by the Parties. This letter of agreement can be terminated by either party subject to written communication of that termination to the other party; such termination shall be effective 30 days from the notice of the terminating party. This letter of agreement replaces any previous agreements between TPMG and TOWN OF LOS GATOS with respect to the subject matter hereof and will control the relationship between TPMG and TOWN OF LOS GATOS until it is terminated, amended or replaced.

TPMG reviews its prices for occupational health and safety services on a yearly basis. If TPMG determines to change its prices, it shall notify TOWN OF LOS GATOS of any price changes at least 45 days prior to the effective date of the change.

With respect to professional services under this agreement, TPMG shall indemnify, hold harmless, release and defend TOWN OF LOS GATOS, its officers, directors, agents, volunteers, and employees from and against any and all actions, claims, damages, disabilities, liabilities and expenses, including reasonable attorney's and expert fees and witness and litigation costs that may be asserted by any person or entity, including TPMG, its officers, agents, employees and/or subcontractors, arising out of negligent acts or willful misconduct of TPMG in connection with this agreement, but excluding: (1) liabilities due to the sole negligence or willful misconduct of TOWN OF LOS GATOS, its officers, agents, employees or volunteers and (2) any liability arising as a result of an employment-related dispute (including but not limited to a lawsuit by a worker/applicant of TOWN OF LOS GATOS for employment or other discrimination based on results of TPMG services, a lawsuit by a worker/applicant of TOWN OF LOS GATOS alleging breach of an employment or other statute or regulation, etc.).

INSURANCE

1. Minimum Scope of Insurance:
    a. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
    b. 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.
    c. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Service Provider agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
    d. 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.
2. General Liability:
    a. The Town, its elected and appointed officials, employees, and agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant.

b. The Consultant's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or agents shall be excess of the Consultant's 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, its officers, officials, employees or agents.
d. 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. All Coverages. Each insurance policy required in this item shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town unless replaced by similar or superior coverage. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.
4. Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars ($1,000,000) per accident for bodily injury or disease.
5. Self Insurance. Such insurance may include alternative risk management programs, including self-insurance or a combination of self-insurance and insurance, provided that such alternative risk management programs provide protection equivalent to that specified under this Agreement.

Miscellaneous

This Agreement will be governed in accordance with the laws of the State of California without reference to conflict of laws principles. This Agreement may be executed in separate counterparts, none of which need contain the signatures of both Parties, and each of which, when so executed, shall be deemed an original and all together constitute and be one of the same instrument. The Parties agree that an electronic signature or a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties will be deemed an original and will represent competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce an original, executed counterpart of this Agreement, and without the requirement that the unavailability of such original executed counterpart of this Agreement first be proven. Any determination that any provision of this Agreement or any application thereof is invalid, illegal, or unenforceable shall not affect the validity, legality, and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement. This Agreement contains the complete understanding among the Parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written representations, communications, proposals or agreements not expressly included. All Exhibits to this Agreement are incorporated into this Agreement by this reference. No changes, amendments, cancellation, or modification to this Agreement will be effective unless signed by duly authorized representatives of both Parties.

Please indicate your agreement with the terms of this Agreement by signing the enclosed copy of this Agreement and returning it to Juliana P. Fisher via Docusign.

KAISER PERMANENTE®

The Permanente Medical Group, Inc.

Medical Director, Occupational Health and Safety Services, KPOJ-NCAL:	Amanpreet Dhillon, MD
Signature:	_____
Date:	_____

TOWN OF LOS GATOS

Company Representative:	Chris Constantin
Signature:	_____
Date:	_____
Title:	Town Manager

LOA Created By:	Juliana P. Fisher
LOA Creation Date:	January 28, 2026

KAISER PERMANENTE®

Schedule A

OCCUPATIONAL HEALTH AND SAFETY SERVICES TO BE PROVIDED TO TOWN OF LOS GATOS

Services will be provided to TOWN OF LOS GATOS as follows:

Billing Code	Description of Services	Cost of Services
PREPLACEMENT EXAM (PP1)		
300388	Preplacement Physical Exam	$65.00
As Employer Requested:		
86580	PPD, 1 step, placement and reading	$20.00
As Clinically Indicated:		
71045	Chest X-Ray, 1 view	$55.00
71046	Chest X-Ray, 2 views	$75.00
PREPLACEMENT EXAM (PP2)		
300388	Preplacement Physical Exam	$65.00
300422	PPD, 2 step, 2 placements and readings	$30.00
As Clinically Indicated:		
86580	PPD, 1 step, placement and reading	$20.00
36415	Venipuncture	$15.00
86735	Titer: Mumps Antibody Screen	$35.00
86762	Titer: Rubella Antibody Screen (German Measles)	$35.00
86765	Titer: Rubeola Antibody Screen (Measles)	$35.00
86787	Titer: Varicella (Varicella or Chickenpox) Antibody Screen	$35.00
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	$35.00
86708	Titer: Hepatitis A Antibody, Total	$40.00
90707	Vaccine: Measles Mumps Rubella (MMR), may need series of 2 injections	$103.00/injection
90716	Vaccine: Varivax (Varicella or Chickenpox), may need series of 2 injections	$152.00/injection
90715	Vaccine: Tdap	$63.00
90658	Vaccine: Influenza (when seasonally available)	$20.00
90746	Vaccine: Hepatitis B, may need series of 3 injections	$130.00/injection
90632	Vaccine: Hepatitis A, may need series of 2 injections	$114.00/injection
90636	Vaccine: Twinrix (Hep B and Hep A combo), series of 3 injections	$191.00/injection
71045	Chest X-Ray, 1 view	$55.00
71046	Chest X-Ray, 2 views	$75.00

300408	Physician consultation, each 15 minutes	$64.00/15 mins
PREPLACEMENT EXAM (PP3)		
300388	Preplacement Physical Exam	$65.00
As Employer Requested:		
300415	Respirator Med Clearance/OSHA	$35.00
300410	Respirator Fit Test, qualitative	$41.00
92552	Audiogram, screening	$54.00
As Clinically Indicated:		
36415	Venipuncture	$15.00
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	$35.00
90746	Vaccine: Hepatitis B, may need series of 3 injections	$130.00/injection
90715	Vaccine: Tdap	$63.00
94010	Spirometry	$60.00
93000	EKG, resting	$50.00
93015	Cardiac Stress Test with Treadmill	$230.00
71046	Chest X-Ray, 2 views	$75.00
300408	Physician consultation, each 15 minutes	$64.00/15 mins
POLICE/SHERIFF PREPLACEMENT EXAM (POSTPP)		
300399	POST Physical Exam	$127.00
92552	Audiogram, screening	$54.00
94010	Spirometry	$60.00
93000	EKG, resting	$50.00
93015	Cardiac Stress Test with Treadmill	$230.00
86580	PPD, 1 step, placement and reading ***–OR–***	$20.00
86480	QuantiFERON	$145.00
80053	Chem Comprehensive Panel	$41.00
85025	CBC with automated differential	$20.00
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	$35.00
86704	Titer: Hepatitis B Core Antibody (HBcAb)	$31.00
86803	Titer: Hepatitis C Antibody Screen	$56.00
86708	Titer: Hepatitis A Antibody, Total	$40.00
36415	Venipuncture	$15.00
As Clinically Indicated:		
90746	Vaccine: Hepatitis B, may need series of 3 injections	$130.00/injection
90632	Vaccine: Hepatitis A, may need series of 2 injections	$114.00/injection

90636	Vaccine: Twinrix (Hep B and Hep A combo), series of 3 injections	$191.00/injection
90707	Vaccine: Measles Mumps Rubella (MMR), may need series of 2 injections	$103.00/injection
90716	Vaccine: Varivax (Varicella or Chickenpox), may need series of 2 injections	$152.00/injection
90715	Vaccine: Tdap	$63.00
90658	Vaccine: Influenza (when seasonally available)	$20.00
86735	Titer: Mumps Antibody Screen	$35.00
86762	Titer: Rubella Antibody Screen (German Measles)	$35.00
86765	Titer: Rubeola Antibody Screen (Measles)	$35.00
86787	Titer: Varicella (Varicella or Chickenpox) Antibody Screen	$35.00
81001	Urinalysis with microscopy	$16.00
71045	Chest X-Ray, 1 view	$55.00
71046	Chest X-Ray, 2 views	$75.00
75571	Cardiac calcium scoring CT scan	$265.00
300408	Physician Consultation, each 15 minutes	$64.00/15 mins
PUBLIC SAFETY DISPATCHER PREPLACEMENT EXAM (DISPATCH)		
300388	Preplacement Physical Exam	$65.00
92552	Audiogram, screening	$54.00
As Employer Requested:		
86580	PPD, 1 step, placement and reading ***–OR–***	$20.00
86480	QuantiFERON	$145.00
As Clinically Indicated:		
36415	Venipuncture	$15.00
71045	Chest X-Ray, 1 view	$55.00
71046	Chest X-Ray, 2 views	$75.00
RESPIRATOR BASELINE / PERIODIC (RESP)		
300415	Review of OSHA Respirator Questionnaire by MD/NP/RN	$35.00
As Employer Requested:		
300410	Respirator Fit Test, qualitative	$41.00
As Clinically Indicated:		
300391	Respirator Clearance Physical Exam	$64.00
94010	Spirometry	$60.00
71046	Chest X-Ray (2 views)	$75.00
93000	EKG, resting	$50.00

93015	Cardiac Stress Test with Treadmill	$230.00
300408	Physician Consultation, each 15 minutes	$64.00/15 mins
AUDIOGRAM (AUDIO)		
92552	Audiogram, screening	$54.00
As Clinically Indicated:		
300408	Physician Consultation, each 15 minutes	$64.00/15 mins
DMV/DOT EXAM (DMV/DOT)		
300390	DMV/DOT Physical Exam	$115.00
As Clinically Indicated:		
92552	Audiogram, screening	$54.00
VACCINATION ONLY (VAX)		
300406	History/Review of Tests/Brief Screen - No Physical Exam	$42.00
As Clinically Indicated:		
90746	Vaccine: Hepatitis B, may need series of 3 injections	$130.00/injection
90632	Vaccine: Hepatitis A, may need series of 2 injections	$114.00/injection
90636	Vaccine: Twinrix (Hep B and Hep A combo), series of 3 injections	$191.00/injection
90707	Vaccine: Measles Mumps Rubella (MMR), may need series of 2 injections	$103.00/injection
90716	Vaccine: Varivax (Varicella or Chickenpox), may need series of 2 injections	$152.00/injection
90715	Vaccine: Tdap	$63.00
90658	Vaccine: Influenza (when seasonally available)	$20.00
LABORATORY ONLY (LAB)		
300406	History/Review of Tests/Brief Screen - No Physical Exam	$42.00
36415	Venipuncture	$15.00
As Clinically Indicated:		
86706	Titer: Hepatitis B Surface Antibody (HBsAb)	$35.00
86708	Titer: Hepatitis A Antibody, Total	$40.00
86735	Titer: Mumps Antibody Screen	$35.00
86762	Titer: Rubella Antibody Screen (German Measles)	$35.00
86765	Titer: Rubeola Antibody Screen (Measles)	$35.00
86787	Titer: Varicella (Varicella or Chickenpox) Antibody Screen	$35.00

TB CLEARANCE PPD/QUANTIFERON (PPD/TB CLEARANCE)		
86580	PPD, 1 step, 1 placement and reading ***-OR-***	$20.00
86480	QuantiFERON	$145.00
As Clinically Indicated:		
36415	Venipuncture	$15.00
300422	PPD, 2 step, 2 placements and readings	$30.00
71045	Chest X-Ray, 1 view	$55.00
71046	Chest X-Ray, 2 views	$75.00
99211	Brief encounter with non-MD Provider **(PPD-Review of Symptoms Form)**	$25.00

If TOWN OF LOS GATOS is requesting a health screening/physical examination of a job applicant/employee, TOWN OF LOS GATOS will provide to TPMG detailed information concerning the physical requirements for performing the job at issue. This information should include a written job description, including physical and mental requirements and environmental conditions. The examination and any medical conclusions will be based on the information furnished by TOWN OF LOS GATOS and the physician's general understanding of the requirements of the jobs of similar nature. TPMG conducts such examinations with TOWN OF LOS GATOS's assurances that the examination and TOWN OF LOS GATOS's medical inquiries are job-related and consistent with the business needs of TOWN OF LOS GATOS, and otherwise comply with all applicable legal obligations.

Based on its health screening/physical examination of a job applicant/employee, TPMG will advise TOWN OF LOS GATOS of the following: a) the applicant/employee's physical limitations, if any, and the specific job tasks that cannot be performed and/or environmental conditions, if any, that are related to any risk to health and safety, and b) changes that may be made to permit the job tasks to be performed and/or eliminate/reduce the risk. TPMG will make no determination of whether job tasks are essential to the position in question. Any changes that are recommended are advisory only, based on the physician's general understanding of the job and environment in question, and are not intended to supplant the right of TOWN OF LOS GATOS to determine what modifications are available and reasonable.

To the extent that other conditions are identified, TPMG will also: a) notify the worker/applicant of any medical condition, identified during the limited medical evaluation that TOWN OF LOS GATOS requested, that TPMG believes requires further attention, and recommend that the employee/applicant seek care from his or her personal provider and b) upon authorization of the employee/applicant, TPMG will inform the worker/applicant's personal medical provider by transmitting copies of the medical records created during the visit.

TPMG will maintain a medical record for each individual that will contain records of employer requested services in addition to past, present and future services requested by the employee/applicant.

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 05/19/2026
ITEM NO: 14

DATE: May 19, 2026

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Town Manager to Execute an Agreement with The Advantage Group to Continue to Administer Retiree Health Contribution Reimbursements Retroactive to February 1, 2026, with Automatic Renewals Every 12 Months**

RECOMMENDATION: Authorize the Town Manager to execute an agreement with The Advantage Group to continue to administer retiree health contribution reimbursements retroactive to February 1, 2026, with automatic renewals every 12 months.

FISCAL IMPACT:

The annual cost based on the estimated number of Town retirees is $11,644. The annual amount is included in the FY 2025-2026 Operating Budget and the FY 2026-27 Proposed Budget.

STRATEGIC PRIORITY:

The Council action supports the Town's strategic priority of prudent financial management.

BACKGROUND:

The Town has a Retiree Health Reimbursement Program, also commonly referred to as a Health Reimbursement Account (HRA). The Town's HRA provides retiree health reimbursement to eligible employees hired before varying dates in 2018, including employees provided with a final offer and confirmation of employment in accordance with those varying dates, and who retire from the Town after completing five (5) years of continuous service with the Town. The monthly reimbursement amount is set annually at the cost of Kaiser CalPERS Region 1 rates,

PREPARED BY: Vilcia Rodriguez
Human Resources Manager

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Administrative Services Director

which are adjusted annually to reflect changes in the Kaiser Region 1 premiums, and agreed upon reimbursement formulas in accordance with agreements with the Town labor unions. Medical premiums are initially deducted from the retiree's monthly pension check. The Town uses a third-party vendor to reimburse retirees for the Town's contribution.

On February 1, 2016, the Town entered into a month-to-month agreement with The Advantage Group (TAG) to manage the administrative work of calculating, validating, and reimbursing these premiums via paper check or direct deposit and directly resolving issues with retirees related to lost checks and questions regarding reimbursement amounts, misdirected funds, and reimbursement process.

On February 1, 2021, the Town renewed the agreement for five years. Since 2016, vendor expenditures have total approximately $75,000. The Town has been satisfied with the services provided by TAG.

DISCUSSION:

The Town has maintained a successful, ongoing relationship with TAG since 2016. The previous contract expired on January 31, 2026. Due to an administrative oversight, the contract was not renewed prior to its expiration. However, TAG continued to provide uninterrupted services, and the Town continued to receive the benefit of these services.

To comply with procurement policies and formalize the vendor relationship, retroactive approval is required for services rendered from February 1, 2026, to the present. To avoid future lapses in service, which could negatively impact Town retirees, staff recommends transitioning this contract into an automatic annual renewal agreement.

This approach is beneficial because it ensures there is no disruption in service for retirees, reduces the administrative burden associated with formal renewals for routine, high-performing services, and secures the current pricing structure for the upcoming 12-month period. The Town retains the right to terminate the contract at any time, for any reason, with 30 days' notice, ensuring the Town is not locked into the agreement should service quality decline, budgetary or other needs change.

The cost for the agreement is based on a monthly plan administration fee of $50 and a monthly cost of $6 per retired participant receiving monthly reimbursements. Currently, there are 152 retirees receiving monthly reimbursements. There is also a $100 annual fee for required IRA non-discrimination testing that ensures employer-sponsored benefit plans comply with IRS regulations. Fees are guaranteed for a period of three (3) years from the effective date of this agreement. Following the initial three (3) year period, TAG reserves the right to adjust fees,

provided that the Town is given no less than six (6) months' notice before any such changes take effect.

CONCLUSION:

Staff recommends authorizing the Town Manager to execute an agreement with TAG retroactive to February 1, 2026, with automatic contract renewals every 12 months to continue providing monthly retiree health contribution reimbursements.

TAG has provided reliable, accurate, and customer friendly service to Town retirees as well as supplemental support for Town staff resources.

COORDINATION:

This memo has been coordinated with the Town Attorney.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:
1. The Advantage Group Administration Draft Agreement
2. The Advantage Group Administration Previous Agreements

Administration Agreement

PARTIES TO THIS AGREEMENT

The Employer, TOWN OF LOS GATOS, has established certain employee benefit programs appropriately offered under IRS Code Section105 Health Reimbursement Arrangements, Section 125 Cafeteria Plans and/or IRS Code Section 132 Qualified Transportation Plans. The employer has requested The Advantage Group (TAG), a Third Party Administrator (TPA), to act as its agent for the payment of certain benefits and to furnish certain administrative services for Flexible Spending Account (FSA), Commuter Plans and/or Health Reimbursement Arrangement (HRA), collectively referred to as the "Program"). TPA shall provide such services as agent of the employer and agent of the program.

SECTION ONE

SCOPE OF UNDERTAKING

Employer has sole and final authority to control and manage the operation of the program. TPA is an independent contractor with respect to the services being performed hereunder. TPA does not assume any responsibility for the general policy design of the program, the adequacy of it's funding, or any act or omission or breach of duty by employer. TPA generally provides reimbursement services only and does not assume any financial risk or obligation with respect to claims for benefits payable by employer under the program.

THIRD PARTY ADMINISTRATOR (TPA) RESPONSIBILITIES:

1. Benefits Payment – TPA shall, as agent of employer, operate under the express terms of this agreement and the program. TPA shall initially determine if persons covered by the program are entitled to benefits under the program and shall pay program benefits in its usual and customary manner to participants. TPA shall have no duty or obligation with respect to claims incurred prior to the effective date and/or program administration services arising prior to the effective date. Employer agrees that TPA has no responsibility or obligation with respect to prior reimbursement requests or prior administration.

2. Claims Adjudication & Appeal – TPA shall process all claims in an appropriate manner and adjudicate all claims. TPA shall refer to employer for final determination in the event of an appealed claim after rejection by TPA.

3. Record keeping – TPA shall maintain, for the duration of this agreement, the usual and customary books, records, and documents that relate to the program and its participants. These books, records, and documents, including electronic records, are the property of employer, and employer has the right of continuing access to them during normal business hours at TPA's offices with reasonable prior notice. If this agreement terminates, TPA may deliver, or at employer's request, will deliver all such books, records, and documents to employer subject to TPA's right to retain copies of any records it deems appropriate. Employer shall be required to pay TPA reasonable charges for transportation or duplication of such records.

4. Reporting – TPA shall make available to employer a master report showing the payment history and status of participant claims and the amounts and transactions of participant accounts. Upon request, TPA shall also make such information available to participants showing their individual account history.

5. Plan Documents – If employer requests, TPA shall furnish to employer plan documents to be reviewed by employer for creation of customized documentation for the program, including board resolutions, summary plan descriptions (SPDs), plan documents, and plan amendments (if any).

6. Employee Enrollment Assistance – TPA will provide employee brochures and enrollment forms for all eligible employees. Enrollment packets including claim forms and instructions for filing are provided for all enrolled participants in a reimbursement plan.

7. Participant Assistance - Participants have daytime access to customer service support through a toll-free telephone number. Employee account balance information is included on claim reimbursement check stubs and provided 60 days prior to plan year-end or at request of Participant.

8. Annual Plan Compliance - TPA will perform appropriate discrimination testing at the beginning of a plan year and two additional times during the year at employer's request. A completed IRS Form 5500 will be provided, as needed, along with information for W-2 Wage and Tax Statements that are based on information provided by employer and from account-specific data relating to the employer's plan. However, TPA shall not be responsible for the accuracy of any information provided by the employer in preparation of the annual Form 5500 nor shall TPA be responsible for determining the level of compliance required by the employer's plan.

9. Unpaid Benefit Funds - In compliance with employer's plan document and any applicable state or federal law requirements, any unclaimed fund amounts remaining unpaid more than 160 days after the close of the plan year and any applicable grace and appeal periods in which the claim is incurred, are forfeited and returned to the employer, minus any necessary fees and expenses that are owing to TPA, pursuant to this Agreement

10. Compliance with Privacy Rules Under HIPAA – TPA recognizes that it is considered a "Business Associate" with regard to employer's Health FSA for purposes of the privacy rules under HIPAA. TPA may use and disclose any PHI on behalf of employer for the proper management and administration of TPA. Notwithstanding the foregoing, such use and disclosure of PHI may not violate the privacy rules of HIPAA. At termination of this Agreement, TPA agrees to return or destroy all PHI received by TPA under this Agreement, or, to the extent that it is not feasible, to continue to limit the further uses and disclosures of that information as provided by this section.

EMPLOYER RESPONSIBILITIES:

1. General Compliance - Employer has the sole authority and responsibility for the program and its operation. Employer gives TPA the authority to act on behalf of employer in connection with the program. All final determinations as to a participant's entitlement to program benefits are to be made by employer. Employer is considered the plan administrator and named fiduciary of the program benefits for purposes of ERISA. The employer remains responsible for all plan activities, including general compliance with ERISA, HIPAA, the Internal Revenue Code, COBRA, and other applicable laws or regulations.

2. Funding of Benefits – Funding for any payment on behalf of the participants under the program is the sole responsibility of employer, and employer agrees to accept liability for, and provide sufficient funds to satisfy all payments to Participants under the program including claims for reimbursement for covered expenses, where such expenses are incurred and the claim is presented for payment during the term of this agreement.

3. Information to TPA - Employer shall furnish the information requested by TPA as determined necessary to perform TPA's functions.

4. Eligibility Changes - Employer shall notify TPA of changes in employee eligibility (e.g., addition, termination, change in family status, etc.) in the prescribed manner via fax or email. Late notification of plan eligibility may result in an erroneous payment to an employee. In this event, the risk of loss will be the burden of the employer.

5. Discriminatory Plans – Employer shall initiate any corrective action required in the event the plan(s) becomes discriminatory.

6. Ownership of Account Assets - All amounts deposited by the employer for the plan remain the employer's assets and shall remain available for the employer's general use or removal. TPA, or its representatives, shall only be responsible for administering the employer's funds in accordance with the terms of this agreement. Amounts deposited by employer shall only be disbursed by TPA, if it is an allowable expense as determined by the employer or as otherwise required by a court of appropriate jurisdiction.

7. Employee Fraud - In the event of employee fraud against the plan, it is the employer's responsibility to make the plan whole and pursue appropriate remedies from the employee.

8. HIPAA Compliance – Employer is required to provide to TPA notice of its privacy practices and authorizations of a participant to use or disclose Protected Health Information (PHI). TPA is considered a "Business Associate" under HIPAA with regard to employer's Health FSA and is agreeing to numerous technical requirements for "Business Associates" under HIPAA. Employer shall notify TPA of any restriction to the use or disclosure of PHI that employer has agreed to in accordance with the privacy rules under HIPAA.

SECTION TWO

EFFECTIVE DATE AND TERM

The effective date of this Agreement is February 1, 2026. The initial term shall be a twelve (12) month period commencing on the effective date. Thereafter, this agreement will renew automatically for successive periods of twelve (12) months unless services are terminated in accordance with the provisions set forth in this agreement.

TERM OF CONTRACT

1. Automatic - This Agreement shall automatically terminate as of the earliest of the following events: (a) the effective date of any legislation which makes the program and/or this agreement illegal; (b) the date employer becomes insolvent, bankrupt, or subject to liquidation, receivership, or conservatorship; (c) the termination date of the program, subject to any agreement between employer and TPA regarding payment of benefits after the program is terminated.

2. Optional – This agreement may be terminated as of the earliest of the following: (a) by TPA upon the failure of employer to pay any charges within 15 business days after they are due and payable; (b) by TPA upon failure of employer to perform its obligations in accordance with this Agreement; (c) by employer upon the failure of TPA to perform its obligations in accordance with this Agreement; (d) by either employer or TPA, at any time by giving the other party thirty (30) days written notice; (e) Any other date that is mutually agreed upon in writing between TPA and employer provided at least thirty (30) days notice of intent to terminate and otherwise not renew this agreement is given by either party.

3. Limited Continuation After Termination – If the program is terminated, employer and TPA may mutually agree in writing that this Agreement shall continue for the purpose of payment of any Program benefit, expense, or claims incurred prior to the date of program termination. In addition, if this agreement is terminated while the program continues in effect, employer and TPA may mutually agree in writing that this agreement shall continue for the purpose of payment of any claims for which request for reimbursements have been received by TPA before the date of such termination. If this agreement is continued in accordance with this subsection (3), employer shall pay the monthly service charges incurred during the period that this agreement is so continued and a final termination fee equal to the final month's service charge and any applicable fees incurred for services rendered by TPA to satisfy plan closure.

4. Survival of Certain Provisions – Termination of this agreement shall not terminate the rights or obligations of either party arising out of a period prior to such termination. The indemnity, confidentiality, and privacy provisions of this agreement shall survive its termination.

CONTRACT AS INCLUDING ENTIRE AGREEMENT

This Agreement, and it's attachments, constitutes the entire agreement between TAG and employer and supersedes all prior agreements and representations between the parties. No modification or amendment shall be valid unless agreed to in writing by both parties. This agreement shall be construed, enforced, and governed by the laws of the State of California to the extent they are not inconsistent with or preempted by ERISA, the Internal Revenue Code, or any other applicable federal law.

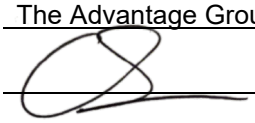
FEE SCHEDULE

Employer agrees to pay TAG for administration services pursuant to this agreement according to the fee schedule specified herein; a plan administration fee of $50.00 per month, which includes the preparation of required plan documents, summary plan descriptions (SPD) and plan compliance services; IRS required non-discrimination testing services are provided for $100.00 per year, additional testing requests made by plan sponsor may incur additional fees; participant account processing fees are $6.00 per month, per active account; participant SmartCard debit cards are $0.00 per participant, per month, and are subject to the terms and conditions of the members card services agreement; the TAG Benefit Center mobile app and online account services are included; applicable carryover and/or grace period administration is $6.00 per participant, per year; runout period administration is included. EDI connection services from approved providers are $0.00 per feed. Fees are guaranteed for a period of three (3) years from the effective date of this agreement. Following the initial three (3) year period, TAG reserves the right to adjust fees, provided that Employer is given no less than six (6) months' notice before any such changes take effect. Additional administration functions or account services performed by TAG outside of the ordinary scope of services outlined in this agreement may incur additional fees; a fee schedule for such services will be provided in advance of services being performed.

THIRD PARTY ARRANGEMENTS

Plan sponsor may designate a third party agency to assume payment of monthly administration fees on behalf of the plan sponsor. All payment terms made between plan sponsor and designated third party are made exclusive to this agreement. In the event of non-payment by plan sponsor's designated third party, any current and past due administration fees are the responsibility of the plan sponsor.

This Agreement, including the Attachments, is accepted and agreed to by the parties as of this date. This contract made between The Advantage Group (TAG) and TOWN OF LOS GATOS**,** whose business address is herein referred to as "Employer":

Employer:	**The Advantage Group:**
Name:	Name: Chase Skousen
Title:	Title: Operations Manager
Company: TOWN OF LOS GATOS	Company: The Advantage Group
Signature:	Signature: 
Date:	Date: 04-24-26

ADMINISTRATIVE SERVICES AGREEMENT
ATTACHMENT B

Compliance With Privacy Rules Under HIPAA

Capitalized terms used in this section shall have the same meaning as defined in 45 C.F.R.§§ 160.103 and 164.501. Upon HIPAA's applicability date with regard to employer's plan, the following provision will apply:

General Responsibilities as a "Business Associate":

1. TPA agrees not to use or further disclose PHI other than as permitted or required by this Agreement or as required by law.
2. TPA agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.
3. TPA agrees to mitigate, to the extent practicable, any harmful effect that is known to TPA of a use or disclosure of PHI by TPA in violation of the terms of this Agreement.
4. TPA agrees to report to Employer any use or disclosure of PHI not provided for by this Agreement.
5. TPA agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by TPA on behalf of Employer agrees to the same restrictions and conditions that apply throughout this Agreement to TPA with respect to such information.
6. TPA agrees to provide access, at the request of Employer, and in the time and manner designated by Employer, to PHI in a Designated Record Set, to Employer or, as directed by Employer, to an Individual in order to meet the requirements of 45 C.F.R.§164.524.
7. TPA agrees to make any amendment(s) to PHI in a Designated Record Set that Employer directs or agrees to pursuant to 45 C.F.R.§164.526 at the request of Employer or an Individual, and in the time and manner designated by Employer.
8. TPA agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by TPA on behalf of Employer available to Employer, or at the request of Employer, to the Secretary, in the time and manner designated by Employer or the Secretary, for purposes of the Secretary determining Employer's compliance with the privacy rules under HIPAA.
9. TPA agrees to document such disclosures of PHI and information related to such disclosures as would be required for Employer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R.§164.528.
10. TPA agrees to provide to Employer or an Individual, in the time and manner designated by Employer, information collected in accordance with Section 3.11 (a)(9) to permit Employer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R.§164.528.
11. In the event that TPA conducts Standard Transactions with or on behalf of the Health FSA/ HRA, TPA will comply with the requirements in 45 C.F.R Part 162. TPA will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply with each applicable requirement of 45 C.F.R. Part 162.
12. TPA will comply with any applicable provisions of the HIPAA Security Standard Requirements (as set forth in 45 C.F.R. Parts 160, 162, and 164) as of the applicable regulatory compliance date and will ensure that any agents or subcontractors that assist TPA agree in writing to comply with the HIPAA Security Standard Requirements. If the Security Standard Requirements require the Health FSA/ HRA to include additional specific contractual provisions in this Agreement, the TPA agrees to renegotiate this provision in good faith prior to such compliance date.

Permitted Uses and Disclosure by TPA. TPA may use and disclose any PHI on behalf of, or to provide services to Employer, as specified in this agreement; for the proper management and administration of TPA; to carry out the legal responsibilities of TPA; and to provide data aggregation services to Employer. Notwithstanding the foregoing, such use and disclosure of PHI may not violate the privacy rules of HIPAA.

Amendment to Comply with Privacy Rules. TPA agrees to amend this Section as is necessary from time to time to comply with the requirements of the privacy rules under HIPAA.

Termination of Agreement. TPA agrees to termination of the Agreement by Employer if the terms of this Section are violated. In addition, at termination of this Agreement, TPA agrees to return or destroy all PHI received by TPA under this Agreement or, to the extent that it is not feasible, to continue to limit the further uses and disclosures of that information as provided by this Section.

CLERK DEPARTMENT
AGR 16.002
IIIH
ORD
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THE ADVANTAGE GROUP

ADMINISTRATIVE SERVICES AGREEMENT

The Employer, Town of Los Gatos, has established certain employee benefit programs appropriately offered under IRS Code Section 105 Health Reimbursement Arrangements, Section 125 Cafeteria Plans and/or IRS Code Section 132 Qualified Transportation Plans. The Employer has requested The Advantage Group (TAG), a Third Party Administrator (TPA), to act as its agent for the payment of certain benefits and to furnish certain administrative services for Flexible Spending Account (FSA), Commuter Plans and/or Health Reimbursement Arrangement (HRA), collectively referred to as the "Program"). TPA shall provide such services as agent of the Employer and agent of the Program.

EFFECTIVE DATE AND TERM:

The effective date of this Agreement is February 1, 2016. The initial term shall be the initial twelve month period commencing on the Effective Date. Thereafter, this agreement will renew automatically for successive periods of 12 months unless this agreement is terminated in accordance with the provisions set forth in this agreement. Fees and service elections may be adjusted at each renewal.

SCOPE OF UNDERTAKING:

Employer has sole and final authority to control and manage the operation of the Program. TPA is an independent contractor with respect to the services being performed hereunder. TPA does not assume any responsibility for the general policy design of the Program, the adequacy of its funding, or any act or omission or breach of duty by Employer. TPA generally provides reimbursement services only and does not assume any financial risk or obligation with respect to claims for benefits payable by Employer under the Program.

THIRD PARTY ADMINISTRATOR (TPA) RESPONSIBILITIES:

1. ***Benefits Payment*** – TPA shall, as agent of Employer, operate under the express terms of this Agreement and the Program. TPA shall initially determine if persons covered by the Program are entitled to benefits under the Program and shall pay Program benefits in its usual and customary manner to Participants. TPA shall have no duty or obligation with respect to claims incurred prior to the Effective Date and/or Program administration services arising prior to the Effective Date. Employer agrees that TPA has no responsibility or obligation with respect to Prior Reimbursement Requests and/or Prior Administration.
2. ***Claims Adjudication & Appeal*** – TPA shall process all claims in an appropriate manner and adjudicate all claims. TPA shall refer to Employer for final determination in the event of a claim that is appealed after rejection by TPA.
3. ***Recordkeeping*** – TPA shall maintain, for the duration of this Agreement, the usual and customary books, records, and documents that relate to the Program and its Participants. These books, records, and documents, including electronic records, are the property of Employer, and Employer has the right of continuing access to them during normal business hours at TPA's offices with reasonable prior notice. If this Agreement terminates, TPA may deliver, or at Employer's request, will deliver all such books, records, and documents to Employer subject to TPA's right to retain copies of any records it deems appropriate. Employer shall be required to pay TPA reasonable charges for transportation or duplication of such records.
4. ***Reporting*** – TPA shall make available to Employer a master report showing the payment history and status of Participant claims and the amounts and transactions of Participant accounts. Upon request, TPA shall also make such information available to Participants showing their individual account history.
5. ***Plan Documents*** – If employer requests, TPA shall furnish to Employer Plan Documents to be reviewed by Employer for creation of customized documentation for the Program, including board resolutions, summary plan descriptions (SPDs), plan documents, and plan amendments (if any).
6. ***Employee Enrollment Assistance*** – TPA will provide employee brochures and enrollment forms for all eligible employees. Enrollment packets including claim forms and instructions for filing are provided for all enrolled participants in a reimbursement plan
7. ***Participant Assistance*** - Participants have daytime access to customer service support through a toll-free telephone number. Employee account balance information is included on claim reimbursement check stubs and provided 60 days prior to plan year-end or at request of Participant.

8. ***Annual Plan Compliance*** - TPA will perform appropriate discrimination testing at the beginning of a plan year and two additional times during the year at Employer's request. A completed IRS Form 5500 will be provided, as needed, along with information for W-2 Wage and Tax Statements that are based on information provided by Employer and from account-specific data relating to the Employer's Plan. However, TPA shall not be responsible for the accuracy of any information provided by the Employer in preparation of the annual Form 5500 nor shall TPA be responsible for determining the level of compliance required by the Employer's Plan.
9. ***Unpaid Benefit Funds*** - In compliance with Employer's Plan Document and any applicable state or federal law requirements, any unclaimed fund amounts remaining unpaid more than 160 days after the close of the plan year and any applicable grace and appeal periods in which the claim is incurred, are forfeited and returned to the Employer, minus any necessary fees and expenses that are owing to TPA, pursuant to this Agreement
10. ***Compliance with Privacy Rules Under HIPAA*** – TPA recognizes that it is considered a "Business Associate" with regard to Employer's Health FSA for purposes of the privacy rules under HIPAA. TPA may use and disclose any PHI on behalf of Employer for the proper management and administration of TPA. Notwithstanding the foregoing, such use and disclosure of PHI may not violate the privacy rules of HIPAA. At termination of this Agreement, TPA agrees to return or destroy all PHI received by TPA under this Agreement, or, to the extent that it is not feasible, to continue to limit the further uses and disclosures of that information as provided by this Section.

EMPLOYER RESPONSIBILITIES:

1. ***General Compliance*** - Employer has the sole authority and responsibility for the Program and its operation. Employer gives TPA the authority to act on behalf of Employer in connection with the Program. All final determinations as to a Participant's entitlement to Program benefits are to be made by Employer. Employer is considered the Plan Administrator and Named Fiduciary of the Program benefits for purposes of ERISA. The Employer remains responsible for all Plan activities, including general compliance with ERISA, HIPAA, the Internal Revenue Code, COBRA, and other applicable laws or regulations.
2. ***Funding of Benefits*** – Funding for any payment on behalf of the Participants under the Program is the sole responsibility of Employer, and Employer agrees to accept liability for, and provide sufficient funds to satisfy all payments to Participants under the Program including claims for reimbursement for covered expenses, where such expenses are incurred and the claim is presented for payment during the term of this agreement.
3. ***Information to TPA*** - Employer shall furnish the information requested by TPA as determined necessary to perform TPA's functions. Eligibility Changes - Employer shall notify TPA of changes in employee eligibility (e.g., addition, termination, change in family status, etc.) in the prescribed manner via fax or email. Late notification of Plan eligibility may result in an erroneous payment to an employee. In this event, the risk of loss will be the burden of the Employer.
4. ***Discriminatory Plans*** – Employer shall initiate any corrective action required in the event the plan(s) becomes discriminatory.
5. ***Ownership of Account Assets*** - All amounts deposited by the Employer for the Plan remain the Employer's assets and shall remain available for the employer's general use or removal. TPA, or its representatives, shall only be responsible for administering the Employer's funds in accordance with the terms of this agreement. Amounts deposited by Employer shall only be disbursed by TPA, if it is an allowable expense as determined by the Employer or as otherwise required by a Court of appropriate jurisdiction.
6. ***Employee Fraud*** - In the event of Employee fraud against the Plan, it is the Employer's responsibility to make the Plan whole and pursue appropriate remedies from the Employee.
7. ***HIPPA Compliance*** – Employer is required to provide to TPA notice of its privacy practices and authorizations of a Participant to use or disclose Protected Health Information (PHI). TPA is considered a "Business Associate" under HIPAA with regard to Employer's Health FSA and is agreeing to numerous technical requirements for "Business Associates" under HIPAA. Employer shall notify TPA of any restriction to the use or disclosure of PHI that Employer has agreed to in accordance with the privacy rules under HIPAA.

FEES FOR SERVICES:

In consideration for TAG's performance of services under this Agreement, Employer shall agree to be responsible for payment of the fees set forth in Attachment A of this Agreement - Service and Fee Schedule.

TERMINATION:

1. ***Automatic*** - This Agreement shall automatically terminate as of the earliest of the following events: (a) the effective date of any legislation which makes the Program and/or this Agreement illegal; (b) the date Employer becomes insolvent, bankrupt, or subject to liquidation, receivership, or conservatorship; (c) the termination date of the Program, subject to any agreement between Employer and TPA regarding payment of benefits after the Program is terminated.
2. ***Optional*** – This Agreement may be terminated as of the earliest of the following: (a) by TPA upon the failure of Employer to pay any charges within 15 business days after they are due and payable; (b) by TPA upon failure of Employer to perform its obligations in accordance with this Agreement; (c) by Employer upon the failure of TPA to perform its obligations in accordance with this Agreement; (d) by either Employer or TPA, as of the end of the term of this Agreement, by giving the other party thirty (30) days written notice; (e) Any other date that is mutually agreed upon in writing between TPA and Employer provided at least thirty (30) days notice of intent to terminate and otherwise not renew this Agreement is given by either party.
3. ***Limited Continuation After Termination*** – If the Program is terminated, Employer and TPA may mutually agree in writing that this Agreement shall continue for the purpose of payment of any Program benefit, expense, or claims incurred prior to the date of Program termination. In addition, if this Agreement is terminated while the Program continues in effect, Employer and TPA may mutually agree in writing that this Agreement shall continue for the purpose of payment of any claims for which request for reimbursements have been received by TPA before the date of such termination. If this Agreement is continued in accordance with this subsection (3), Employer shall pay the monthly service charges incurred during the period that this Agreement is so continued and a final termination fee equal to the final month's service charge.
4. ***Survival of Certain Provisions*** – Termination of this Agreement shall not terminate the rights or obligations of either party arising out of a period prior to such termination. The indemnity, confidentiality, and privacy provisions of this Agreement shall survive its termination.

MISCELLANEOUS:

This Agreement, (including the Attachments), constitutes the entire Agreement between TAG and Employer and supersedes all prior agreements and representations between the parties. No modification or amendment shall be valid unless agreed to in writing by both parties. This Agreement shall be construed, enforced, and governed by the laws of the State of California to the extent they are not inconsistent with or preempted by ERISA, the Internal Revenue Code, or any other applicable federal law.

This Agreement, including the Attachments, is accepted and agreed to by the parties as of this date.

THE ADVANTAGE GROUP (TAG)

Debbie Wenglare
Signature

Senior Account Manager
Title

Debbie Wenglare
Printed Name

January 14, 2016
Date

TOWN OF LOS GATOS

Signature

Town Manager
Title

Laurel Prevetti
Printed Name

1-15-16
Date

ADMINISTRATIVE SERVICES AGREEMENT
ATTACHMENT A

SERVICE AND FEE SCHEDULE

Plan Sponsor's Name & Address:

Town of Los Gatos

110 East Main Street

Los Gatos, CA 95032-6999

Administrative Services Start Date: February 1, 2016

Contact Name / Telephone #: Vilcia Rodriguez

(408) 399-5718

Fee Schedule:

Monthly Administration Fee: *includes plan documents, summary plan description, all non-discimination testing and all annual compliance services.*	$ 50.00
Monthly Processing Fee: *includes changes to employee eligibility, employee account management, all plan reimbursements and participant assistance.*	$ 6.00
Initial Plan Setup Fee:	$ 0.00
Annual Plan Renewal Fee:	$ 100.00
Non-Discrimination Testing:	$ N/A
FSA / Commuter / HRA Debit Cards:	$ N/A
Open Enrollment Kits: electronic communication kits are no charge	$ Included
2.5 Month Grace Period or Carryover:	$ N/A
Onsite Representation:	$ 500.00 per day
Custom Reporting Requests:	$ 100.00 per request

ADMINISTRATIVE SERVICES AGREEMENT
ATTACHMENT B

Compliance With Privacy Rules Under HIPPA

Capitalized terms used in this Section shall have the same meaning as defined in 45 C.F.R.§§ 160.103 and 164.501. Upon HIPAA's applicability date with regard to Employer's Health FSA/ HRA, the following provision will apply:

General Responsibilities as a "Business Associate."

1. TPA agrees not to use or further disclose PHI other than as permitted or required by this Agreement or as required by law.
2. TPA agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.
3. TPA agrees to mitigate, to the extent practicable, any harmful effect that is known to TPA of a use or disclosure of PHI by TPA in violation of the terms of this Agreement.
4. TPA agrees to report to Employer any use or disclosure of PHI not provided for by this Agreement.
5. TPA agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by TPA on behalf of Employer agrees to the same restrictions and conditions that apply throughout this Agreement to TPA with respect to such information.
6. TPA agrees to provide access, at the request of Employer, and in the time and manner designated by Employer, to PHI in a Designated Record Set, to Employer or, as directed by Employer, to an Individual in order to meet the requirements of 45 C.F.R.§164.524.
7. TPA agrees to make any amendment(s) to PHI in a Designated Record Set that Employer directs or agrees to pursuant to 45 C.F.R.§164.526 at the request of Employer or an Individual, and in the time and manner designated by Employer.
8. TPA agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by TPA on behalf of Employer available to Employer, or at the request of Employer, to the Secretary, in the time and manner designated by Employer or the Secretary, for purposes of the Secretary determining Employer's compliance with the privacy rules under HIPAA.
9. TPA agrees to document such disclosures of PHI and information related to such disclosures as would be required for Employer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R.§164.528.
10. TPA agrees to provide to Employer or an Individual, in the time and manner designated by Employer, information collected in accordance with Section 3.11 (a)(9) to permit Employer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R.§164.528.
11. In the event that TPA conducts Standard Transactions with or on behalf of the Health FSA/ HRA, TPA will comply with the requirements in 45 C.F.R Part 162 by October 2003. TPA will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply with each applicable requirement of 45 C.F.R. Part 162.
12. TPA will comply with any applicable provisions of the HIPAA Security Standard Requirements (as set forth in 45 C.F.R. Parts 160, 162, and 164) as of the applicable regulatory compliance date and will ensure that any agents or subcontractors that assist TPA agree in writing to comply with the HIPAA Security Standard Requirements. If the Security Standard Requirements require the Health FSA/ HRA to include additional specific contractual provisions in this Agreement, the TPA agrees to renegotiate this provision in good faith prior to such compliance date.

Permitted Uses and Disclosure by TPA. TPA may use and disclose any PHI on behalf of, or to provide services to Employer, as specified in this agreement; for the proper management and administration of TPA; to carry out the legal responsibilities of TPA; and to provide data aggregation services to Employer. Nothwithstanding the foregoing, such use and disclosure of PHI may not violate the privacy rules of HIPAA.

Amendment to Comply with Privacy Rules. TPA agrees to amend this Section as is necessary from time to time to comply with the requirements of the privacy rules under HIPAA.

Termination of Agreement. TPA agrees to termination of the Agreement by Employer if the terms of this Section are violated. In addition, at termination of this Agreement, TPA agrees to return or destroy all PHI received by TPA under this Agreement or, to the extent that it is not feasible, to continue to limit the further uses and disclosures of that information as provided by this Section.

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Administration Agreement

PARTIES TO THIS AGREEMENT

The Employer, Town of Los Gatos, has established certain employee benefit programs appropriately offered under IRS Code Section105 Health Reimbursement Arrangements, Section 125 Cafeteria Plans and/or IRS Code Section 132 Qualified Transportation Plans. The employer has requested The Advantage Group (TAG), a Third Party Administrator (TPA), to act as its agent for the payment of certain benefits and to furnish certain administrative services for Flexible Spending Account (FSA), Commuter Plans and/or Health Reimbursement Arrangement (HRA), collectively referred to as the "Program"). TPA shall provide such services as agent of the employer and agent of the program.

SECTION ONE

SCOPE OF UNDERTAKING

Employer has sole and final authority to control and manage the operation of the program. TPA is an independent contractor with respect to the services being performed hereunder. TPA does not assume any responsibility for the general policy design of the program, the adequacy of it's funding, or any act or omission or breach of duty by employer. TPA generally provides reimbursement services only and does not assume any financial risk or obligation with respect to claims for benefits payable by employer under the program.

THIRD PARTY ADMINISTRATOR (TPA) RESPONSIBILITIES:

1. Benefits Payment – TPA shall, as agent of employer, operate under the express terms of this agreement and the program. TPA shall initially determine if persons covered by the program are entitled to benefits under the program and shall pay program benefits in its usual and customary manner to participants. TPA shall have no duty or obligation with respect to claims incurred prior to the effective date and/or program administration services arising prior to the effective date. Employer agrees that TPA has no responsibility or obligation with respect to prior reimbursement requests or prior administration.

2. Claims Adjudication & Appeal – TPA shall process all claims in an appropriate manner and adjudicate all claims. TPA shall refer to employer for final determination in the event of an appealed claim after rejection by TPA.

3. Record keeping – TPA shall maintain, for the duration of this agreement, the usual and customary books, records, and documents that relate to the program and its participants. These books, records, and documents, including electronic records, are the property of employer, and employer has the right of continuing access to them during normal business hours at TPA's offices with reasonable prior notice. If this agreement terminates, TPA may deliver, or at employer's request, will deliver all such books, records, and documents to employer subject to TPA's right to retain copies of any records it deems appropriate. Employer shall be required to pay TPA reasonable charges for transportation or duplication of such records.

4. Reporting – TPA shall make available to employer a master report showing the payment history and status of participant claims and the amounts and transactions of participant accounts. Upon request, TPA shall also make such information available to participants showing their individual account history.

5. Plan Documents – If employer requests, TPA shall furnish to employer plan documents to be reviewed by employer for creation of customized documentation for the program, including board resolutions, summary plan descriptions (SPDs), plan documents, and plan amendments (if any).

6. Employee Enrollment Assistance – TPA will provide employee brochures and enrollment forms for all eligible employees. Enrollment packets including claim forms and instructions for filing are provided for all enrolled participants in a reimbursement plan.

7. Participant Assistance - Participants have daytime access to customer service support through a toll-free telephone number. Employee account balance information is included on claim reimbursement check stubs and provided 60 days prior to plan year-end or at request of Participant.

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8. Annual Plan Compliance - TPA will perform appropriate discrimination testing at the beginning of a plan year and two additional times during the year at employer's request. A completed IRS Form 5500 will be provided, as needed, along with information for W-2 Wage and Tax Statements that are based on information provided by employer and from account-specific data relating to the employer's plan. However, TPA shall not be responsible for the accuracy of any information provided by the employer in preparation of the annual Form 5500 nor shall TPA be responsible for determining the level of compliance required by the employer's plan.

9. Unpaid Benefit Funds - In compliance with employer's plan document and any applicable state or federal law requirements, any unclaimed fund amounts remaining unpaid more than 160 days after the close of the plan year and any applicable grace and appeal periods in which the claim is incurred, are forfeited and returned to the employer, minus any necessary fees and expenses that are owing to TPA, pursuant to this Agreement

10. Compliance with Privacy Rules Under HIPAA – TPA recognizes that it is considered a "Business Associate" with regard to employer's Health FSA for purposes of the privacy rules under HIPAA. TPA may use and disclose any PHI on behalf of employer for the proper management and administration of TPA. Notwithstanding the foregoing, such use and disclosure of PHI may not violate the privacy rules of HIPAA. At termination of this Agreement, TPA agrees to return or destroy all PHI received by TPA under this Agreement, or, to the extent that it is not feasible, to continue to limit the further uses and disclosures of that information as provided by this section.

EMPLOYER RESPONSIBILITIES:

1. General Compliance - Employer has the sole authority and responsibility for the program and its operation. Employer gives TPA the authority to act on behalf of employer in connection with the program. All final determinations as to a participant's entitlement to program benefits are to be made by employer. Employer is considered the plan administrator and named fiduciary of the program benefits for purposes of ERISA. The employer remains responsible for all plan activities, including general compliance with ERISA, HIPAA, the Internal Revenue Code, COBRA, and other applicable laws or regulations.

2. Funding of Benefits – Funding for any payment on behalf of the participants under the program is the sole responsibility of employer, and employer agrees to accept liability for, and provide sufficient funds to satisfy all payments to Participants under the program including claims for reimbursement for covered expenses, where such expenses are incurred and the claim is presented for payment during the term of this agreement.

3. Information to TPA - Employer shall furnish the information requested by TPA as determined necessary to perform TPA's functions.

4. Eligibility Changes - Employer shall notify TPA of changes in employee eligibility (e.g., addition, termination, change in family status, etc.) in the prescribed manner via fax or email. Late notification of plan eligibility may result in an erroneous payment to an employee. In this event, the risk of loss will be the burden of the employer.

4. Discriminatory Plans – Employer shall initiate any corrective action required in the event the plan(s) becomes discriminatory.

5. Ownership of Account Assets - All amounts deposited by the employer for the plan remain the employer's assets and shall remain available for the employer's general use or removal. TPA, or its representatives, shall only be responsible for administering the employer's funds in accordance with the terms of this agreement. Amounts deposited by employer shall only be disbursed by TPA, if it is an allowable expense as determined by the employer or as otherwise required by a court of appropriate jurisdiction.

6. Employee Fraud - In the event of employee fraud against the plan, it is the employer's responsibility to make the plan whole and pursue appropriate remedies from the employee.

7. HIPAA Compliance – Employer is required to provide to TPA notice of its privacy practices and authorizations of a participant to use or disclose Protected Health Information (PHI). TPA is considered a "Business Associate" under HIPAA with regard to employer's Health FSA and is agreeing to numerous technical requirements for "Business Associates" under HIPAA. Employer shall notify TPA of any restriction to the use or disclosure of PHI that employer has agreed to in accordance with the privacy rules under HIPAA.

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SECTION TWO

EFFECTIVE DATE AND TERM

The effective date of this Agreement is February 1, 2021. The initial term shall be a twelve (12) month period commencing on the effective date. Thereafter, this agreement will renew automatically for successive periods of twelve (12) months unless services are terminated in accordance with the provisions set forth in this agreement.

TERM OF CONTRACT

1. Automatic - This Agreement shall automatically terminate as of the earliest of the following events: (a) the effective date of any legislation which makes the program and/or this agreement illegal; (b) the date employer becomes insolvent, bankrupt, or subject to liquidation, receivership, or conservatorship; (c) the termination date of the program, subject to any agreement between employer and TPA regarding payment of benefits after the program is terminated.

2. Optional – This agreement may be terminated as of the earliest of the following: (a) by TPA upon the failure of employer to pay any charges within 15 business days after they are due and payable; (b) by TPA upon failure of employer to perform its obligations in accordance with this Agreement; (c) by employer upon the failure of TPA to perform its obligations in accordance with this Agreement; (d) by either employer or TPA, as of the end of the term of this agreement, by giving the other party thirty (30) days written notice; (e) Any other date that is mutually agreed upon in writing between TPA and employer provided at least thirty (30) days notice of intent to terminate and otherwise not renew this agreement is given by either party.

3. Limited Continuation After Termination – If the program is terminated, employer and TPA may mutually agree in writing that this Agreement shall continue for the purpose of payment of any Program benefit, expense, or claims incurred prior to the date of program termination. In addition, if this agreement is terminated while the program continues in effect, employer and TPA may mutually agree in writing that this agreement shall continue for the purpose of payment of any claims for which request for reimbursements have been received by TPA before the date of such termination. If this agreement is continued in accordance with this subsection (3), employer shall pay the monthly service charges incurred during the period that this agreement is so continued and a final termination fee equal to the final month's service charge and any applicable fees incurred for services rendered by TPA to satisfy plan closure.

4. Survival of Certain Provisions – Termination of this agreement shall not terminate the rights or obligations of either party arising out of a period prior to such termination. The indemnity, confidentiality, and privacy provisions of this agreement shall survive its termination.

CONTRACT AS INCLUDING ENTIRE AGREEMENT

This Agreement, and it's attachments, constitutes the entire agreement between TAG and employer and supersedes all prior agreements and representations between the parties. No modification or amendment shall be valid unless agreed to in writing by both parties. This agreement shall be construed, enforced, and governed by the laws of the State of California to the extent they are not inconsistent with or preempted by ERISA, the Internal Revenue Code, or any other applicable federal law.

FEE SCHEDULE

Employer agrees to pay TAG for administration services pursuant to this agreement according to the fee schedule specified herein; a plan administration fee of $50.00 per month, which includes the preparation of required plan documents, summary plan descriptions (SPD) and plan compliance services; Renewal fee of $100.00 per year. Additional testing requests made by plan sponsor may incur additional fees; participant account processing fees are $6.00 per month, per active account; participant SmartCard debit cards are $0.00 per participant, per month, and are subject to the terms and conditions of the members card services agreement; the TAG Benefit Center mobile app and online account services are included; applicable carryover and/or grace period administration is $6.00 per participant, per year; runout period administration is included. EDI connection services from approved providers are $0.00 per feed. Fees are subject to periodic adjustments; a notice of any applicable fee adjustments will be provided no less than thirty (30) days prior to effective date. Additional administration functions or account services performed by TAG outside of the ordinary scope of services outlined in this agreement may incur additional fees; a fee schedule for such services will be provided in advance of services being performed.

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THIRD PARTY ARRANGEMENTS

Plan sponsor may designate a third party agency to assume payment of monthly administration fees on behalf of the plan sponsor. All payment terms made between plan sponsor and designated third party are made exclusive to this agreement. In the event of non-payment by plan sponsor's designated third party, any current and past due administration fees are the responsibility of the plan sponsor.

This Agreement, including the Attachments, is accepted and agreed to by the parties as of this date. This contract made between The Advantage Group (TAG) and Town of Los Gatos, whose business address is herein referred to as "Employer":

Employer:

Name: Laurel Prevetti

Title: Town Manager

Company: Town of Los Gatos

Signature: DocuSigned by: Laurel Prevetti 853FEEA2EB39470...

Date: 2/15/2022

The Advantage Group:

Name: Chase Skousen

Title: Controller

Company: The Advantage Group

Signature:

Date: November 18, 2021

APPROVED AS TO FORM:

DocuSigned by: Robert W. Schultz 2FE0938555B744C... 2/15/2022

Robert Schultz
Town Attorney

ATTEST:

DocuSigned by: Shelley Neis B9666F65B1F34F6... 2/15/2022

Shelley Neis, MMC, CPMC
Town Clerk

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ADMINISTRATIVE SERVICES AGREEMENT
ATTACHMENT B

Compliance With Privacy Rules Under HIPAA

Capitalized terms used in this section shall have the same meaning as defined in 45 C.F.R.§§ 160.103 and 164.501. Upon HIPAA's applicability date with regard to employer's plan, the following provision will apply:

General Responsibilities as a "Business Associate":

1. TPA agrees not to use or further disclose PHI other than as permitted or required by this Agreement or as required by law.
2. TPA agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.
3. TPA agrees to mitigate, to the extent practicable, any harmful effect that is known to TPA of a use or disclosure of PHI by TPA in violation of the terms of this Agreement.
4. TPA agrees to report to Employer any use or disclosure of PHI not provided for by this Agreement.
5. TPA agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by TPA on behalf of Employer agrees to the same restrictions and conditions that apply throughout this Agreement to TPA with respect to such information.
6. TPA agrees to provide access, at the request of Employer, and in the time and manner designated by Employer, to PHI in a Designated Record Set, to Employer or, as directed by Employer, to an Individual in order to meet the requirements of 45 C.F.R.§164.524.
7. TPA agrees to make any amendment(s) to PHI in a Designated Record Set that Employer directs or agrees to pursuant to 45 C.F.R.§164.526 at the request of Employer or an Individual, and in the time and manner designated by Employer.
8. TPA agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by TPA on behalf of Employer available to Employer, or at the request of Employer, to the Secretary, in the time and manner designated by Employer or the Secretary, for purposes of the Secretary determining Employer's compliance with the privacy rules under HIPAA.
9. TPA agrees to document such disclosures of PHI and information related to such disclosures as would be required for Employer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R.§164.528.
10. TPA agrees to provide to Employer or an Individual, in the time and manner designated by Employer, information collected in accordance with Section 3.11 (a)(9) to permit Employer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R.§164.528.
11. In the event that TPA conducts Standard Transactions with or on behalf of the Health FSA/ HRA, TPA will comply with the requirements in 45 C.F.R Part 162 by October 2003. TPA will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply with each applicable requirement of 45 C.F.R. Part 162.
12. TPA will comply with any applicable provisions of the HIPAA Security Standard Requirements (as set forth in 45 C.F.R. Parts 160, 162, and 164) as of the applicable regulatory compliance date and will ensure that any agents or subcontractors that assist TPA agree in writing to comply with the HIPAA Security Standard Requirements. If the Security Standard Requirements require the Health FSA/ HRA to include additional specific contractual provisions in this Agreement, the TPA agrees to renegotiate this provision in good faith prior to such compliance date.

Permitted Uses and Disclosure by TPA. TPA may use and disclose any PHI on behalf of, or to provide services to Employer, as specified in this agreement; for the proper management and administration of TPA; to carry out the legal responsibilities of TPA; and to provide data aggregation services to Employer. Notwithstanding the foregoing, such use and disclosure of PHI may not violate the privacy rules of HIPAA.

Amendment to Comply with Privacy Rules. TPA agrees to amend this Section as is necessary from time to time to comply with the requirements of the privacy rules under HIPAA.

Termination of Agreement. TPA agrees to termination of the Agreement by Employer if the terms of this Section are violated. In addition, at termination of this Agreement, TPA agrees to return or destroy all PHI received by TPA under this Agreement or, to the extent that it is not feasible, to continue to limit the further uses and disclosures of that information as provided by this Section.

Confidential Information: This information has been provided exclusively for authorized personnel of plan sponsor, consulting agency or affiliate partner firm. Any unauthorized distribution or reproduction of this material is strictly prohibited.

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 05/19/2025
ITEM NO: 15

DATE: May 19, 2026

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Accept the Report Regarding the Status of the Town's Vacancies, Recruitments, and Retention Efforts Pursuant to Assembly Bill (AB) 2561**

RECOMMENDATION: Accept the report regarding the status of the Town's vacancies, recruitments, and retention efforts pursuant to Assembly Bill (AB) 2561.

FISCAL IMPACT:

There is no fiscal impact associated with this staff report.

STRATEGIC PRIORITY:

This item does not directly address a Strategic Priority; however, it aligns with the Core Goal of Good Governance by ensuring responsive, accountable, and collaborative government.

BACKGROUND:

This report is submitted in response to Assembly Bill 2561 (AB 2561), which took effect on January 1, 2025. The bill added Government Code section 3502.3 to the Meyers-Milias-Brown Act, the law that governs collective bargaining and labor relations at the local government level, and requires local government agencies to comply with the following:

1. Hold a public hearing before the governing body at least once per fiscal year and present the status of vacancies, recruitment and retention efforts, and identify any necessary changes to policies, procedures, and recruitment activities that may resolve obstacles in the hiring process; if the governing body will be adopting an annual budget

PREPARED BY: Vilcia Rodriguez
Human Resources Manager

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Administrative Services Director

during the fiscal year, the presentation shall be made before the adoption of the final budget;

2. Hold a public hearing and present additional information regarding vacancies, if the vacancy rate in a bargaining unit is at least 20%; and

3. Allow recognized employee organizations for bargaining units to make presentations at the hearing.

The Town has contracts with three labor unions, including the Police Officers' Association (POA), Los Gatos Town Employees' Association (TEA), and the American Federation of State, County and Municipal Employees (AFSCME).

Staff presented the first vacancy report to Council on April 15, 2025.

DISCUSSION:

This staff report contains the necessary information to comply with AB 2561.

Status of Town's Vacancies
As of March 31, 2026, the vacancy rate in the Town of Los Gatos is 6.73%. This is an improvement compared to last year's rate of 7.82% during the same period. This figure is based on the full-time equivalent positions as reported in the Fiscal Year 2025-2026 Operating Budget, with the addition of the full-time Emergency Manager position that was added in February 2025.

The Town's bargaining units continue to have rates below 20%, lower than those of other local agencies, in part due to the Town's concerted and comprehensive recruitment efforts, including targeted advertising on job boards and social media, a referral program, and in-person recruitment at career fairs.

Table 1 is a comparison of the current Fiscal Year's vacancy rate to the last five years, measured as of June 30th of each year, unless otherwise noted. The Town's vacancy rate remained steady over the past fiscal years, which was a result of directed recruiting efforts through online government job boards, social media, and staff networking. Currently, there are no changes to policies, procedures, or recruitment activities that have led to obstacles in the hiring process or that are necessary to resolve obstacles.

It is important to note that, in general, employees leave the Town for positive transitions like retirement or external promotions. Through exit interviews with the Town Manager and

Human Resources offboarding meetings, we actively gather their feedback to continually improve our workplace.

Table 1: Historical Vacancy Rates **Fiscal Year** *(July 1 – June 30)*	**Benefitted Budgeted Full Time Equivalents (FTE)**	**Vacancy Rate**
FY 2020-2021	150	11%
FY 2021-2022	150.25	12%
FY 2022-2023	153.25	9%
FY 2023-2024	152.50	7%
FY 2024-2025	153.50	7.47 %
FY 2025-2026*	153.50	6.73 %

* Data as of March 2026

Vacancies by Employee Group

Police Officers' Association (POA): Last year, the vacancy rate in the POA union group was 19.44%. This figure has now decreased to 11.76%, falling below the 20% threshold that would require staff to provide additional information to the Town Council. Currently, there are three vacancies, but there are also three candidates undergoing the background check process.

Town Employees' Association (TEA): There are five vacancies in the TEA union group, representing a 9.36% vacancy rate, which is below the 20% threshold to provide any additional information to the Town Council.

American Federation of State, County and Municipal Employees (AFSCME): There is one vacancy in the AFSCME union group, representing a 3.17% vacancy rate, which is below the 20% threshold to provide any additional information to the Town Council.

Recruitment and Retention Efforts

Staff continues to monitor vacancies and implement creative solutions to address staffing challenges.

1. **Process Improvements for Police Officer Recruitments:** For sworn positions, we have transitioned from using oral boards for officer trainees, which require a significant amount of time and effort to organize, to conducting phone interviews with subject matter experts (SME). This change allows us to vet candidates more quickly and move them efficiently into the background check and academy phases, outperforming other agencies. More specifically, the time required for the interview process has been significantly reduced in several ways:

a. Phone interview dates are now consistently scheduled for the second Friday of each month. A police officer conducts these interviews using oral board questions to minimize delays between interviews.

b. Instead of requiring two to three officers to conduct in-person interviews for four to eight hours per interview day, we now only need one officer to carry out a structured 20-minute phone interview that lasts between three to five hours per interview day, saving staff resources and budget.

c. We have streamlined the Personal History Questionnaire (PHQ) and scheduling processes, allowing candidates more time to ensure their availability for interviews.

2. **Recruitment Timeline & Improved Candidate Experience:** Staff continues to work on reducing recruitment timelines and improving candidate experience through frequent and timely communication. In FY 2026-2027, Human Resources will implement surveys to collect input from new hires and hiring managers about their recruitment experience and ways to improve the process.

3. **Review of Job Classifications:** Before opening a recruitment, Human Resources reviews the job classifications with the hiring manager to ensure accuracy in job duties and requirements, and works with union representatives, if applicable, on proposed changes. Aligning job classifications with industry standards and the Town's immediate and long-term needs helps recruit the right talent. This strategy has contributed to increasing the number of qualified applications per recruitment. As part of the FY 2026-2027 budget process, staff is requesting budget approval to hire a consultant to conduct a classification study of specific job classifications to validate job duties and responsibilities and alignment with organizational needs.

4. **Advertising on Job Boards and Social Media:** The Town continues to advertise career opportunities through paid and free professional and industry-specific job boards (e.g., American Public Works Association, American Planning Association, and Municipal Management Association of Northern California) and leverages the Town's social media channels (e.g., LinkedIn, Facebook, and Instagram) for broader visibility.

5. **New Hire and Employee Referral Program:** In September 2022, the Town established a new Hire and Employee Referral Program. The program offers bonuses to new lateral officers as well as referral bonuses to Town employees in the following amounts:
   - $3,000 for an entry-level or police trainee. These candidates have no prior law enforcement experience and are or will be attending a police academy.

- $4,000 for pre-service. These individuals have completed a police academy but are not yet sworn in and must complete field officer training (FTO).
- $5,000 for lateral police officers. Lateral officers are experienced, trained, and certified sworn peace officers.

To date, the Town has hired 11 qualified lateral police officers and issued $156,000 in new hire and referral bonuses. Bonuses are paid upon the new hire successfully achieving each of the milestones set by the program.

6. **Competitive Wages and Benefits:** In Fiscal Year 2024-2025, the Town negotiated successor memoranda of understandings with its three bargaining units. Each of these contracts has a term of three years, which provides labor stability for the Town workforce, and each contains significant wage increases for employees to remain competitive in the market.

   In the 2026 annual employee satisfaction survey, 98% of respondents rated their satisfaction with Town-sponsored benefits (e.g., medical, dental, vision, life insurance) as neutral to very satisfied. The Town continues to allow departments to retain flexibility in work schedules through alternative work schedules and hybrid telework arrangements.

CONCLUSION:

As outlined in this report, the Town is actively reducing the current vacancy rate through focused recruitment and retention strategies. It is recommended that the Town Council accept this report.

COORDINATION:

This report has been coordinated with the Town Attorney.

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: 5/19/2026
ITEM NO: 16

DATE: May 13, 2026

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Conduct a Public Hearing on the Town of Los Gatos Proposed Operating and Capital Budget for Fiscal Year 2026-27 and on the Proposed Capital Improvement Program for FY 2026-27 – FY 2030-31**

RECOMMENDATION: Conduct a Public Hearing on the Town of Los Gatos Proposed Operating and Capital Budget for Fiscal Year 2026-27 and on the Proposed Capital Improvement Program for FY 2026-27 – FY 2030-31; Provide direction and recommendations on any changes for the final budget; Provide direction on Finance Commission recommendations; and Approve the FY 2026-27 List of Potential Donations Consistent with the Town's Donation Policy.

FISCAL IMPACT:

Town staff recommends establishing an Operating Budget of $75,660,382 and a Capital Improvement Program Budget of $6,454,919 for FY 2026-27. For a total operating and capital budget of $82,115,301. Estimated revenues for the operating and capital budgets are $78,246,172 and $3,460,439, respectively, for a total of $81,706,611. This results in an estimated use of fund balance of $408,690 across both budgets.

STRATEGIC PRIORITY:

This initiative supports the Town's 2025 to 2027 Strategic Priority to "ensure prudent financial management to result in structurally balanced five-year forecasts and fully funded five-year Capital Improvement Plans, managing liabilities such as pension costs and leveraging the Town's assets, efficiencies, partnerships, and revenue streams.

PREPARED BY: Kristina Alfaro
Administrative Services Director

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

EXECUTIVE SUMMARY:

The Proposed Fiscal Year (FY) 2026-27 Operating and Capital Budgets reflect the Town's continued commitment to prudent financial management, long-term fiscal sustainability, and maintaining core service levels while addressing ongoing economic and operational challenges. The proposed budget includes total operating and capital expenditures of $82.1 million and projected revenues of $81.7 million, resulting in an estimated use of fund balance of approximately $408,690.

The FY 2026-27 General Fund budget totals approximately $65.0 million in expenditures and $64.8 million in revenues. Compared to the prior year estimate, General Fund expenditures are increasing primarily due to rising personnel-related costs, including CalPERS contributions, healthcare costs, and internal service charges associated with technology and vehicle replacement programs. At the same time, several revenue categories, including property tax, sales tax, licenses and permits, continue to perform stronger than originally forecasted and have improved the Town's long-range financial outlook.

The Proposed Budget incorporates several significant structural improvements intended to enhance long-term fiscal sustainability and improve budget transparency. These include the implementation of a new operating expenditure base budget methodology utilizing historical expenditure trends, integration of five-year forecasts directly into financial summaries, expanded revenue and expenditure forecasting detail, and enhanced financial trend analysis. Collectively, these efforts resulted in approximately $1.3 million in ongoing expenditure reductions compared to prior budget methodologies.

While the Town's financial forecast has improved considerably since the FY 2025-26 Mid-Year Budget Update, the Town continues to face several long-term challenges. These include rising pension and retiree medical obligations, uncertainty surrounding economically sensitive revenues, risks associated with potential economic slowdown or recessionary conditions, and more than $300 million in unfunded infrastructure needs. Additionally, the FY 2026-27 Proposed Budget does not include the customary transfer to the General Fund Appropriated Reserve (GFAR), limiting the Town's ability to build reserves for future liabilities and capital obligations.

The Finance Commission reviewed the Proposed Budget over multiple public meetings and provided recommendations for Council consideration. Staff is recommending several modifications to the Proposed Budget consistent with portions of the Commission's recommendations, including adjustments to Vehicle and Equipment Fund charges, increased funding for priority facility projects, and additional appropriations for contractual obligations within the Parks and Public Works Department. These recommended changes would improve the General Fund position and result in a projected minor surplus of approximately $6,503 for FY 2026-27.

The Proposed FY 2026-27 Budget reflects a balanced and measured approach that prioritizes fiscal responsibility, operational stability, transparency, and long-term planning while maintaining the Town's commitment to delivering essential services to the community.

BACKGROUND:

On April 20, 2026, the Proposed FY 2026-27 Operating and Capital Budgets were posted to the Town's website, and the links (listed below) were provided to the Town Council and Finance Commission. Per Measure A, the Finance Commission received the Proposed Budgets 21 business days before May 19, 2026, the first meeting at which the Town Council will consider the Proposed Budgets.

Proposed Operating Budget:
https://www.losgatosca.gov/3067/Proposed-FY-2026-27-Operating-Budget

CIP Budget:
https://www.losgatosca.gov/3068/Proposed-FY-2026-27-Capital-Budget

Pursuant to Municipal Code Section 2.50.225(a)(6), the Finance Commission shall review proposed expenditures and advise the Town Council whether such expenditures meet the Town Council's objective for the Measure G tax. In the FY 2026-27, all Measure G proceeds are allocated to support public safety operations. This approach supports the following Measure G objectives: (a) maintaining and enhancing neighborhood police patrols and local crime prevention programs, and (d) maintaining the Town's long-term financial stability.

At its special meeting on April 27, 2026, the Finance Commission received a comprehensive review of the operating and capital budget.

The May 4, 2026, Finance Commission staff report included the additional information that was requested at the April 27th meeting. Additionally, prior to and at the May 4th Commission meeting, more information was requested from staff. Any information request received before the meeting was provided as a desk item to the commission.

The May 11, 2026, Finance Commission reviewed staff compiled recommendations received from various Commission members and discussed and finalized those recommendations, included as Attachment 1 for Council's consideration along with staff recommendations.

DISCUSSION:

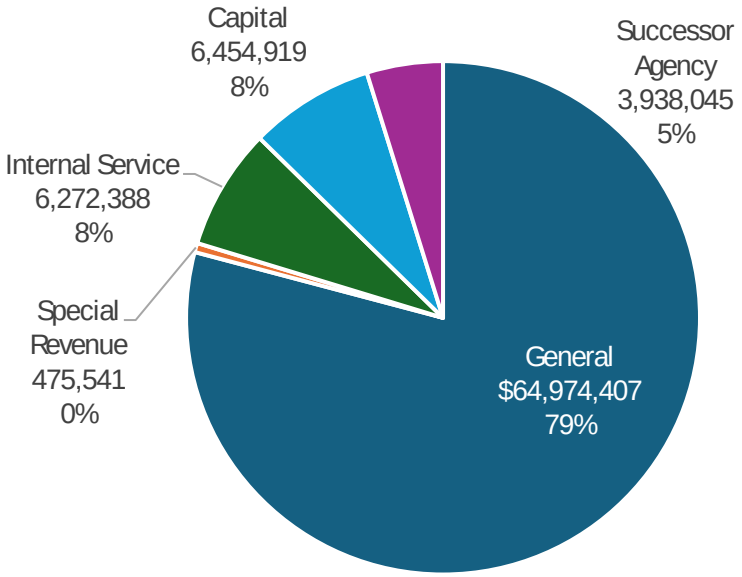
The FY 2026-27 Proposed Budget reflects a decrease in revenues and an increase in expenditures compared to the previous year's estimated budget. Total expenditures for all funds are proposed at $82.1 million, a $2.2 million or 2.8% increase from the previous year's

estimated budget. Total revenues for all funds are anticipated to be $81.7 million, a $4.4 million or 5% decrease from last year's estimated budget. Changes are discussed later in this report under the expenditure and revenue sections.

General Fund expenditures are recommended at $65.0 million, which is an increase of $3.3 million or 5.3%, from the previous year's estimated budget. General Fund revenues are estimated at $64.8 million, which is a $1.7 million or 2.5% decrease from the previous year's estimated budget.

The following graph shows the Town's budget by fund type.

Chart 1 FY 2026-27 Proposed Budget by Fund Type



General Fund

The General Fund is the Town's primary operating fund. It accounts for basic services such as public safety, public works, community development, park maintenance, code enforcement, and the administrative services required to support them. The fund generates revenue from the Town's discretionary funding sources (e.g., sales tax, property tax, and transient occupancy tax). As a rule, General Fund resources are used only to fund operations that do not have other dedicated (restricted) funding sources. Operations that rely heavily upon non-General Fund resources.

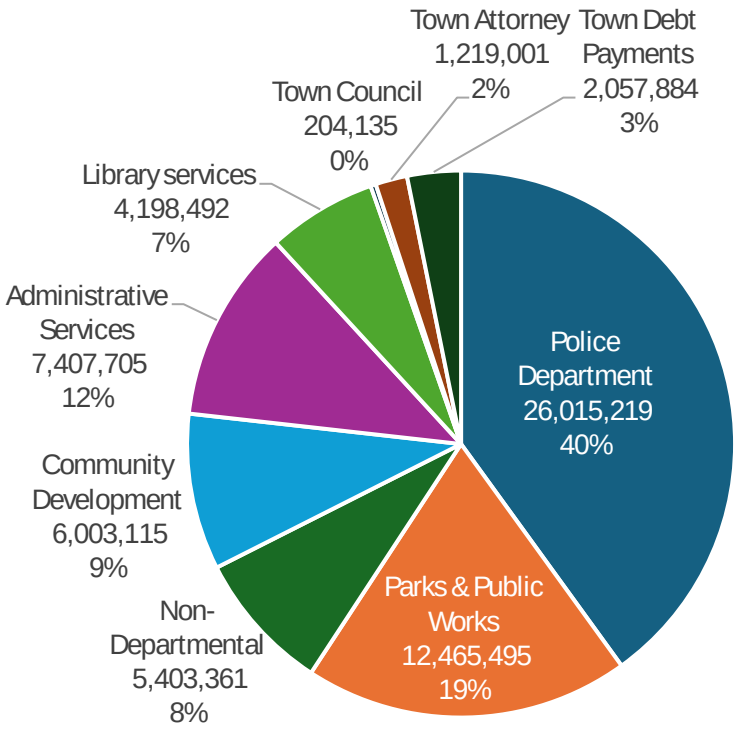
General Fund Expenditures
As illustrated in the following chart, most of the General Fund supports costs for Law Enforcement, Parks and Public Works, and Administrative Services.

SUBJECT: Conduct a Public Hearing on the Town of Los Gatos Proposed Operating and Capital Budget for Fiscal Year 2026-27 and on the Proposed Capital Improvement Program for FY 2026-27 – FY 2030-31

DATE: May 13, 2026

Chart 2 General Fund FY 2026-27 Proposed Budget – Expenditures

$64,974,407



FY 2026-27 expenditures are estimated at $65.0 million, which represents a $3.3 million or 5.3% increase compared to the FY 2025-26 Estimate Budget from the previous year. This increase is discussed further below.

Category	FY 2025-26 Estimate	FY 2026-27 Proposed	$ Variance	% Variance
Salary and Benefits	$23,405,209	$24,176,333	$771,124	3.3%
Overtime	1,384,604	1,457,000	$72,396	5.2%
CalPERS Benefits	8,790,965	10,410,788	$1,619,823	18.4%
All Other Benefits	5,349,271	6,294,481	$945,210	17.7%
OPEB Pay as you go	2,173,606	2,193,606	$20,000	0.9%
Total Salaries and Benefits	**$41,103,655**	**$44,532,208**	**$3,428,553**	**8.3%**
Operating Expenditures	11,569,730	10,273,206	($1,296,524)	-11.2%
Grants & Awards	339,820	321,950	($17,870)	-5.3%
Utilities	723,546	817,018	$93,472	12.9%
Internal Service Charges	4,741,938	6,567,141	$1,825,203	38.5%
Debt Service	2,057,884	2,057,884	$0	0.0%
Pension Pre-Funding	690,000	390,000	($300,000)	-43.5%
Fixed Assets/Equip	191,868	15,000	($176,868)	-92.2%
Transfers Out	300,000	0	($300,000)	-100.0%
TOTAL EXPENDITURES	**$61,718,441**	**$64,974,407**	**$3,255,966**	**5.3%**

The estimates for FY 2026-27 General Fund expenditures are based on a thorough analysis of anticipated personnel and non-personnel costs. To create a more fiscally responsible budget, department budgets for operating expenditures reflect a base budget that is reflective of ongoing expenses.

Personnel Costs

In FY 2026-27, personnel costs are expected to reach $44.5 million, accounting for 68.5% of the General Fund expenditures. These costs include salaries, overtime, and compensation for benefited and part-time staff (60%), retirement benefits (25%), and other fringe benefits (15%), such as health coverage.

To obtain these figures, the Town uses the salary projection module of its new Enterprise Resource Planning (ERP) software and made necessary updates to account for vacant positions, new hires, salary adjustments, and reallocated positions. Furthermore, the projected costs of benefits for the upcoming year, such as retirement and health plans, were taken into consideration.

The FY 2026-27 Proposed Budget includes funding for:

Category	Position	Position Count
FY 2025-26 Staffing		**163.74**
Administration and Town Offices	Deputy Town Attorney	1.0
	Administrative Assistant	.46
Community Development	Senior Planner	(.25)
Parks and Public Works	Parks Services Aide	.46
	Maintenance Worker	(.11)
TOTAL RECOMMENDED FY 2026-27 STAFFING		**165.30**

Non-Personnel

Non-Personnel budgets were developed based on the prior three-year actual expenses and then applied escalators to account for cost increases from FY 2024-25. One-time projects were excluded to reflect ongoing expenditure needs.

Major changes from the prior fiscal year include:

- Employee Compensation - Increasing primarily due to step progressions, cost of living adjustments, and requests to add one full-time position and a net of .56 part-time hours. Additionally, increases in retirement costs are driven by increased CalPERS costs and other benefit categories driven by health rate changes.
- Operating Expenditures - The result is a reduction of $1.3 million in the operating expenditure category due to the setting of the base budget for this category.
- Internal Service Charges - Increasing because of the full charge out of costs related to IT and Vehicle and Equipment Replacement.

General Fund Revenue

The Town's General Fund revenues for the upcoming fiscal year are projected to be $64.8 million, representing a decrease of $1.7 million or 2.5% from the FY 2025-26 Estimate Budget.

Category	FY 2025-26 Estimated	FY 2026-27 Proposed	Variance $	% Variance
Property Tax	$ 21,519,135	$ 22,560,237	$ 1,041,102	4.8%
VLF Backfill	5,406,000	5,664,604	258,604	4.8%
Sales Tax	9,175,517	9,738,517	563,000	6.1%
Franchise Tax	1,008,838	1,089,210	80,372	8.0%
Transient Occupancy Tax	2,255,805	2,278,360	22,555	1.0%
Business License Tax	2,601,500	2,679,550	78,050	3.0%
Licenses & Permits	7,014,459	7,549,926	535,467	7.6%
Intergovernmental	1,307,778	741,477	(566,301)	-43.3%
Town Services	6,947,848	5,405,946	(1,541,902)	-22.2%
Fines & Forfeitures	312,775	315,200	2,425	0.8%
Interest	1,913,261	1,926,877	13,616	0.7%
Other Sources	6,435,102	4,302,773	(2,138,854)	-33.1%
Operating Transfers In	582,029	562,411	(19,618)	-3.4%
TOTAL	**$ 66,480,047**	**$ 64,815,087**	**$ (1,664,960)**	**-2.5%**

Property tax (including VLF Backfill)– Increased by $1.3 million primarily due to actual growth in FY 2024-25 and updated budget methodology to align budget with actuals.

Sales Tax - Increased by $0.6 million primarily due to actual growth in FY 2024-25 and updated budget methodology to align budget with actuals.

Intergovernmental revenues – Decreased due to the last year of funding for the Cannabis Tax Grant.

Town Services – Decreased due to recent years, including higher revenue from major planning efforts that are not expected to return. Updating this category to match historical averages ensures a realistic baseline moving forward.

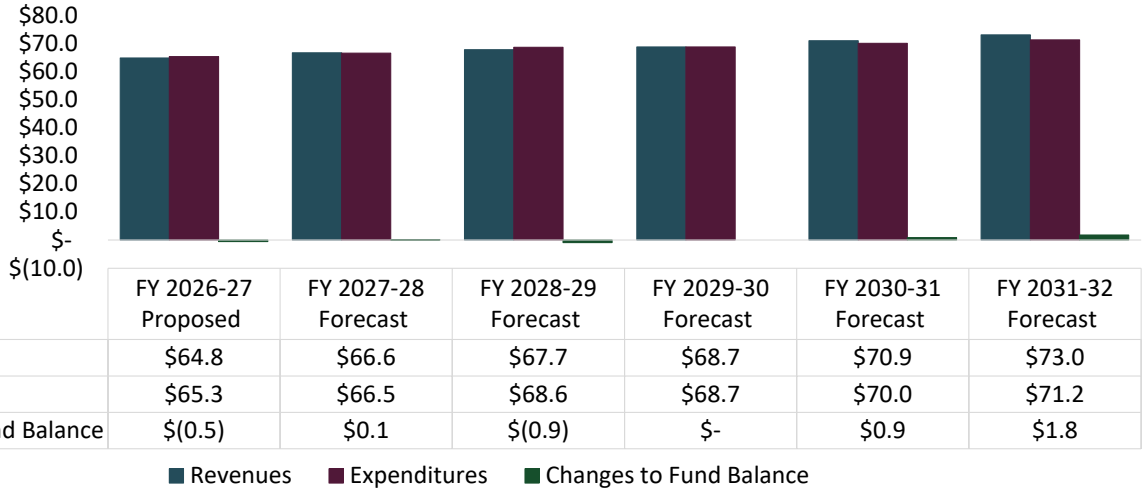
Other Sources – Decreased due to the one-time sale of 4 Tait that is anticipated to close in FY 2025-26 and is offset by increased revenue from the OPEB Trust to partially fund retiree medical pay as you go costs.

General Fund Forecast

The Town's forecast has been significantly improved since the FY 2025-26 update provided to the Town Council in February 2026. This is driven by increased revenues of $2.8 million from the original FY 2026-27 forecast, primarily in property and license and permit revenues, and modest increases in various other revenue categories. These increased revenues build the base that future projections are calculated from creating long-term positive impacts in the forecast. Expenditures are up $0.2 million, driven primarily by decreases in operating expenditures, and offset by increases in various other expenditure categories.

The graph below shows the proposed FY 2026-27 Proposed Budget and five forecast years for revenue, expenditures and changes to fund balance.

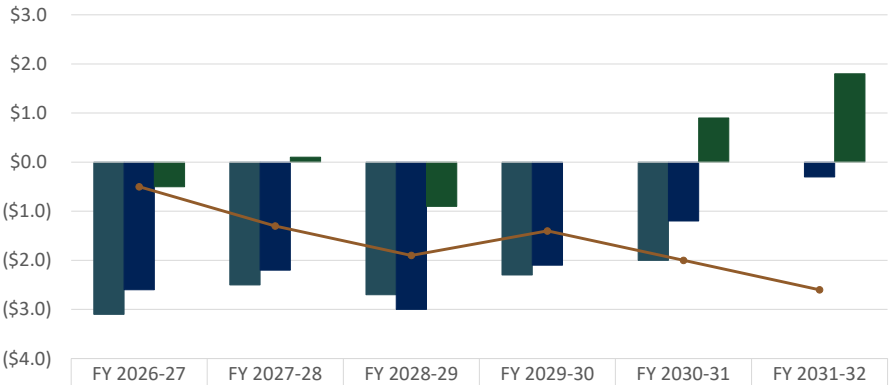
Chart 3 General Fund Forecast (in millions)



	FY 2026-27 Proposed	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast	FY 2030-31 Forecast	FY 2031-32 Forecast
Revenues	$64.8	$66.6	$67.7	$68.7	$70.9	$73.0
Expenditures	$65.3	$66.5	$68.6	$68.7	$70.0	$71.2
Changes to Fund Balance	$(0.5)	$0.1	$(0.9)	$-	$0.9	$1.8

The Town has been proactive in reviewing its base amount and growth factors, which included a contract with NHA Advisors, who subcontracted the baseline forecast and independent review of Town finances to Raftelis. The chart below shows four distinct forecast and their resulting impacts on the fund balance. They include the forecast presented at mid-year, a forecast with no budget balancing strategies, the forecast from the FY 2026-27 Proposed Budget, and the Raftelis forecast presented to the Town Council in April 2026.

Chart 4 General Fund Forecast Comparisons (in millions)



	FY 2026-27 Proposed	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast	FY 2030-31 Forecast	FY 2031-32 Forecast
FY 2025-26 Mid-Year Forecast	($3.1)	($2.5)	($2.7)	($2.3)	($2.0)	
Proposed Budget (No balancing strategies)	($2.6)	($2.2)	($3.0)	($2.1)	($1.2)	($0.3)
Proposed Budget	($0.5)	$0.1	($0.9)	$0.0	$0.9	$1.8
Raftelis Forecast	($0.5)	($1.3)	($1.9)	($1.4)	($2.0)	($2.6)

As indicated in the chart, the Town's efforts in reducing costs and improving revenue forecast over the last few years have started to show an improved forecast. Raftelis model shows the largest deficit because it was meant to show the Council a base case if no budget balancing strategies are utilized and the Town resumes an annual transfer of $1 million to the GFAR. The Town has now improved the trajectory of its forecast, but as discussed later in the ongoing challenges section, this may represent only a slight reprieve, and the Council and staff should remain diligent in looking for ways to slow expenditure growth to align with revenues and seek out options to fund a backlog of infrastructure projects.

Overall, this forecast reaffirms the Town's commitment to responsible financial management and positions the Town to remain resilient in the face of future uncertainties.

Capital Improvement Program (CIP)

The FY 2026-27 CIP is recommended at $6,454,919; this total includes $557,489 in transfers out to the General Fund to fund part-time staff associated with CIPs. Total projects are recommended at 5,897,430; this includes projects across three categories, Street Improvements, Parks and Trails, and Infrastructure. CIP funding sources are:

Funding Type	Funding Source	Carry Forward	FY 2026-27 Recommended CIP	Total
Ongoing	Gas Tax	$ 2,426,270	$ 1,917,807	$ 4,344,077
One-Time	GFAR	10,182,115	3,812,873	13,994,988
	Grant Fund	4,606,311	36,750	4,643,061
	Storm Drain Fees	1,570,000	130,000	1,700,000
Total Recommended CIP		**$ 18,784,696**	**$ 5,897,430**	**$ 24,682,126**

Within each category projects, are further broken down by new projects, existing projects with additional funding requests, and finally carryforward projects that are not requesting any additional funding.

The CIP includes recommendations to fund the following projects by Category:

Category	Project Name	One-time/ Ongoing	Estimated Carryforward	FY 2026-27 Proposed Budget	Total FY 2026-27 w/carryforward
STREET IMPROVEMENTS					
New	Impact Fee Study	One-Time	-	300,000	300,000
	East Main Street Crosswalk Improvements	One-Time	-	75,000	75,000
	Green Stormwater Infrastructure	Ongoing	-	100,000	100,000
	Timber Bridge Inspection		-	50,000	50,000

Category	Project Name	One-time/ Ongoing	Estimated Carryforward	FY 2026-27 Proposed Budget	Total FY 2026-27 w/carryforward
	Roadway Reconstruction Santa Cruz Avenue BHR to Hwy 9	One-Time	-	200,000	200,000
Total New Street Improvement Projects			**-**	**725,000**	**725,000**
Carryforward - With New Funding Requests	Street Repair & Resurfacing	Ongoing	6,357,803	2,865,680	9,223,483
	Rehab Crack & Seal		180,000	180,000	360,000
	Annual Street Restriping	Ongoing	30,000	15,000	45,000
	Roadside Fire Fuel Reduction	Ongoing	1,555,376	136,750	1,692,126
	Unanticipated Repairs	Ongoing	422,860	100,000	522,860
	Curb, Gutter & Sidewalk Maintenance	Ongoing	378,007	500,000	878,007
	Stormwater System – Pollution Prevention Compliance	Ongoing	43,481	30,000	73,481
	709 University Avenue Drainage System Replacement	One-Time	275,635	10,000	285,635
	Vasona Oaks Drainage Failure Repair	One-Time	190,263	120,000	310,263
Total Carryforward Street Improvement Projects			**9,433,425**	**3,957,430**	**13,390,855**

Category	Project Name	One-time/ Ongoing	Estimated Carryforward	FY 2026-27 Proposed Budget	Total FY 2026-27 w/carryforward
Carryforward	Downtown Parking Lots Seal Coat & Restriping	Ongoing	65,161	-	65,161
	Highway 17 Bicycle & Pedestrian Bridge - Design	One-Time	3,290,173	-	3,290,173
	Annual Storm Drain Improvement Project	Ongoing	179,862	-	179,862
	Loma Street Drainage	One-Time	699,240	-	699,240
	Blossom Hill Road – Union to Camden	One-Time	800,000	-	800,000
	Storm Drainage Mapping	Ongoing	266,681	-	266,681
	Shannon Road Repair	One-Time	1,748,464	-	1,748,464
Total Carryforward + New Funding Requests Street Improvement Projects			7,049,581	-	7,049,581
TOTAL STREET IMPROVEMENT PROJECTS			**16,483,006**	**4,682,430**	**21,165,436**
Parks and Trails					
Carryforward - With New Funding Requests	Parks Playground Fibar Project	Ongoing	41,564	20,000	61,564
	Vegetation Management Town-wide	Ongoing	498,135	100,000	598,135
Total Carryforward + New Funding Parks and Trails Projects			**539,699**	**120,000**	**659,699**

Category	Project Name	One-time/ Ongoing	Estimated Carryforward	FY 2026-27 Proposed Budget	Total FY 2026-27 w/carryforward
Carryforward	Sport Court Resurfacing	One-Time	149,803	-	149,803
	Oak Meadow Bandstand Area Improvements	One-Time	234,405	-	234,405
Total Carryforward Parks and Trails Projects			**384,208**	**-**	**384,208**
TOTAL PARKS AND TRAILS PROJECTS			**923,907**	**120,000**	**1,043,907**
Infrastructure					
New	Downtown Restroom Design (New)	One-Time	-	100,000	100,000
	41 Miles Avenue Emergency Management Improvements (New)	One-Time	-	525,000	525,000
	Library Lighting Controls Renovation (New)	One-Time	-	200,000	200,000
	Condition Assessment of Civic Center (New)	One-Time	-	250,000	250,000
Total New Infrastructure Projects			**-**	**1,075,000**	**1,075,000**
Carryforward - With New Funding Requests	Annual ADA Compliance Work	Ongoing	**67,870**	**20,000**	**87,870**
Carryforward	Battery Power Supply Library	Ongoing	2,818	-	2,818

Category	Project Name	One-time/ Ongoing	Estimated Carryforward	FY 2026-27 Proposed Budget	Total FY 2026-27 w/carryforward
	Civic Center Plumbing Repair and HVAC Repairs	Ongoing	50,377	-	50,377
	ARC Interim Community Center	One-Time	437,500	-	437,500
	Fleet Service Outdoor Work Area (Design Phase)	One-Time	45,000	-	45,000
	Enterprise Resource Planning (ERP) Upgrade	One-Time	376,877	-	376,877
	IT Disaster Resiliency Project	One-Time	397,341	-	397,341
TOTAL INFRASTRUCTURE PROJECTS			**1,377,783**	**1,095,000**	**3,547,783**
TOTAL STREET, PARKS AND TRAILS, AND PUBLIC FACILITIES PROJECTS			**18,784,696**	**5,897,430**	**24,682,126**

Ongoing Challenges

The Town continues to face several ongoing fiscal and operational challenges that could significantly impact long-term financial sustainability. While the current high-interest rate environment has generated stronger-than-anticipated investment earnings and improved short-term cash performance, these conditions also create broader economic uncertainty and place pressure on future development activity, borrowing costs, and consumer spending. The Town's investment portfolio has benefited from higher yields; however, investment revenue remains sensitive to future interest rate adjustments and broader market volatility.

Rising retirement and other post-employment benefit (OPEB) obligations continue to place structural pressure on the Town's finances. CalPERS employer contribution rates remain elevated due to inflationary pressures, investment market fluctuations, demographic

assumptions, and long-term pension liability amortization schedules. Similarly, OPEB obligations continue to require ongoing monitoring to ensure long-term sustainability and funding adequacy. Additionally, both categories have benefited from the high-interest rate environment, providing some relief in employer rates and funded status.

Although the Town's long-range financial forecast currently does not assume a recession scenario, economic slowdown risks remain significant. A recession could negatively affect economically sensitive revenues such as sales tax, transient occupancy tax (TOT), licenses and permits, and development-related activity. Sales tax performance, while relatively stable in the near term, remains vulnerable to changing consumer behavior, inflationary impacts, and continued shifts toward online purchasing patterns. In addition, several anticipated new sales tax revenue streams have not yet been fully realized, creating uncertainty around the timing and sustainability of future revenues.

The Town also continues to experience pressure within development-related revenues, which remain heavily influenced by market conditions, construction activity, and regional economic trends. Similarly, transient occupancy tax revenues continue to face uncertainty, as the full financial impact of recent hotel closures and reduced lodging inventory is still unknown. While tourism and travel activity have generally improved post-pandemic, the Town has not yet fully stabilized its TOT base.

At the same time, the Town faces substantial long-term infrastructure obligations. Current estimates identify more than $300 million in unfunded capital needs across facilities, streets, parks, utilities, and other public infrastructure assets. Without sustainable ongoing funding sources, these liabilities will continue to grow and may eventually require service level reductions, deferred maintenance, or future financing strategies.

Compounding these challenges is the Town's reduced ability to build reserves and address future liabilities. The FY 2026-27 budget does not include the customary $1 million transfer to the General Fund Appropriated Reserve (GFAR), limiting the Town's ability to strengthen long-term fiscal resiliency. Additionally, no Measure G revenues are currently being directed toward GFAR; previously, about half, or $600k, was transferred to the GFAR. While these actions may provide short-term budget flexibility, they reduce the Town's capacity to plan and fund infrastructure needs.

Collectively, these challenges highlight the importance of continued fiscal discipline, conservative forecasting, strategic reserve management, and ongoing evaluation of service delivery priorities to ensure the Town's long-term financial stability.

Changes to the Budget Document

The FY 2026-27 Proposed document has undergone a few changes one of which is the introduction of a base budget for the operating expenditure category. Town staff created a new base budget using an average of the last three years' actual expenditures. It then added escalators to account for increases in costs for FY 2025-26 and FY 2026-27. The result was a $1.3 million in savings.

The five-year forecast has been combined with the financial summaries to ensure all vital financial data lives in one place in the document. Additionally, in response to comments and recommendations received, staff created a new chart to show revenues and expenses by category in the General Fund, three years of historical information, the estimate and proposed budget, and the five-year forecast.

The updated revenue and expenditure category sections also include a description of revenues or expenditures in the category, a discussion of historical and forecast changes, the final budget to actuals average dollar, and the percent differences based on three prior year actuals. This provides the reader with a quick, holistic view of each category.

The forecast introduces an Average Annual Growth Rate (AAGR) for the last five years of actuals. In the coming year, staff will refine the AAGR to account for one-time occurrences and create better future projections.

Donation Opportunities - FY 2026-27 List of Town Needs

As part of the budget development process, the List of Town Needs is updated annually per Town Council Donation Policy (Attachment 3) to reflect goods, services, and other contributions that would help enhance Town services, programs, and events (Attachment 4).

CONCLUSION:

The FY 2026-27 Proposed Operating and Capital Budget positions the Town to continue providing high-quality municipal services while maintaining a disciplined and strategic approach to financial management. The Proposed Budget reflects significant progress in improving the Town's long-term financial trajectory through enhanced forecasting methodologies, expenditure controls, and more conservative baseline budgeting practices.

Although the Town's financial outlook has improved compared to prior forecasts, significant long-term challenges remain, including rising pension and healthcare costs, uncertainty in economically sensitive revenues, limited reserve growth capacity, and substantial unfunded infrastructure obligations. These ongoing pressures reinforce the importance of continued fiscal

discipline, conservative forecasting practices, and strategic investment in the Town's long-term financial resiliency.

The Proposed Budget balances operational needs with fiscal sustainability and demonstrates the Town's continued commitment to responsible stewardship of public resources. Staff will continue monitoring economic conditions, expenditure trends, and revenue performance throughout the fiscal year and will return to the Town Council with updates and recommendations as necessary.

Staff recommend that the Town Council conduct the public hearing, receive public input, provide direction on Finance Commission recommendations and proposed budget modifications, and continue consideration of the FY 2026-27 Proposed Operating and Capital Budget as part of the Town's budget adoption process.

ALTERNATIVES:

Staff would like to recommend the following changes to the FY 2026-27 Proposed Budget for council consideration:

- Reduction of Vehicle and Equipment Fund internal service fund charges by $1.5 million, consistent with Finance Commission's recommendations.
- Transfer out $811,334 of reduced general fund internal service fund charges from the General Fund to the Facilities Internal Service Fund for projects identified in Attachment 2.
- Approve a budget increase of $335,083 for the Facilities Internal Service Fund budget for projects identified for FY 2026-27 in Attachment 2.
- Approve a budget increase of $134,368 for the following three contracts in Public Works that have had costs come in higher than currently budgeted: Pacific Water Art, Throne Restrooms, Specialized Elevator Corp, and Field Turf USA.

The net impact to the General Fund would be a reduction in expenses of $579,027, resulting in a FY 2026-27 General Fund budget with a minor surplus of $6,503.

COORDINATION:

The preparation of the budget documents involved the participation of all Town Departments. The Finance Commission deliberated and provided its recommendations to the Council as discussed in this report.

ENVIRONMENTAL ASSESSMENT:

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

SUBJECT: Conduct a Public Hearing on the Town of Los Gatos Proposed Operating and Capital Budget for Fiscal Year 2026-27 and on the Proposed Capital Improvement Program for FY 2026-27 – FY 2030-31

DATE: May 13, 2026

Attachments:

1. Finance Commission Recommendations and Staff Responses
2. Tier 3 Projects - Facilities Needs
3. Solicitation and Donation Policy
4. Donation Opportunities List 2026-27

DRAFT MOTIONS RECEIVED

Draft Motion #1: 115 Pension Trust

I move that the Finance Commission recommend that the Town Council direct staff in June 2026 to use the full current balance of the Town's Pension Section 115 Trust, estimated at approximately $3.8 million, subject to staff verification, to make one or more Additional Discretionary Payments to CalPERS for the purpose of reducing the Town's unfunded accrued pension liabilities.

The Commission further recommends that this payment not be allocated mechanically or pro rata across all unfunded liabilities, but instead be targeted, in consultation with the Town's actuary and CalPERS as appropriate to the amortization bases, plans, or unfunded commitments where the payment is expected to produce the greatest fiscal benefit to the Town.

In determining the allocation of the ADP, staff should evaluate, at minimum:

- the projected reduction in total UAL principal;
- the net present value of avoided future UAL payments;
- the reduction in future required employer contributions;
- the impact on contribution volatility across the Safety and Miscellaneous plans;
- the shortening or elimination of higher-cost amortization bases; and
- the consistency of the payment with the Town's reserve, liquidity, and long-term financial policies.

The Finance Commission recommends that staff return to the Town Council with a concise implementation analysis before execution or as part of the Council action, including the recommended target allocation, projected annual savings, estimated net present value savings, impact on future CalPERS contribution schedules, and confirmation that use of the Pension 115 Trust balance does not impair the Town's operating reserves or near-term fiscal flexibility.

Background

The Pension 115 Trust provides valuable fiscal flexibility, but flexibility has value only if it is governed by a clear policy. The Town should not treat all available reserves and surplus funds the same. Some funds are needed for near-term operations, legally restricted purposes, adopted reserves, or capital commitments. Some funds should be preserved for plausible adverse scenarios identified through the Town's Asset Liability Management work. Other funds may be genuinely excess to the Town's current and reasonably foreseeable needs.

Once funds are identified as available beyond near-term needs, adopted reserve policies, legal restrictions, capital plans, and stress scenarios, the Town should have a disciplined process for determining whether those funds can be put to better use by reducing CalPERS unfunded accrued liabilities. A clearer framework for categorizing available resources would preserve fiscal resilience while reducing the risk that the Town carries avoidable pension costs simply because it has not adopted a formal definition of deployable surplus.

I move that the Finance Commission recommend that the Town Council direct staff, as part of the Town's Asset Liability Management work stream and long-term financial planning process, to reassess the Town's policy for use of the Pension Section 115 Trust and broader available reserves.

The Commission recommends that this reassessment be grounded in two principles: first, that the Town should preserve appropriate fiscal flexibility; and second, that the Town should avoid unnecessarily retaining funds that could be used to reduce high-cost CalPERS unfunded pension liabilities.

To support this policy, the Commission recommends that the Town develop a formal framework that classifies available funds into three categories:

Bucket 1: Near-Term Required Funds
Funds needed for operating liquidity, adopted budget commitments, legally or contractually restricted purposes, emergency reserves, near-term capital needs, and other obligations that should remain readily available.

Bucket 2: Flexible Contingency and Scenario-Based Funds
Funds not immediately required, but prudently retained because they may be needed under reasonably foreseeable adverse scenarios, including recession, revenue shortfalls, capital cost escalation, litigation, disaster response, pension contribution increases, labor cost pressures, or other fiscal risks identified through the ALM process.

Bucket 3: Deployable Surplus Available for Pension Liability Reduction
Funds that are not required for near-term operations, are not legally restricted, are not needed to satisfy adopted reserve policies or capital plans, and are not needed under the Town's adopted stress scenarios. The Commission recommends that the Town formally define this third category and establish a policy presumption that such funds should be evaluated for deployment to CalPERS through targeted Additional Discretionary Payments.

The Commission further recommends that staff evaluate whether Bucket 2 funds should remain in traditional liquid reserves, be invested according to their expected time horizon and liquidity needs, be held in the Pension 115 Trust where legally and fiscally appropriate, or be reserved for future pension-cost stabilization. Funds in Bucket 3 should be evaluated primarily against the expected fiscal benefit of reducing CalPERS UAL, including projected avoided interest costs, reduced future required contributions, improved funded status, and improved long-term budget resilience.

The Commission recommends that staff return to the Town Council with a proposed policy defining these three categories, the metrics used to identify deployable surplus, and an annual process for determining whether additional targeted ADPs to CalPERS are warranted.

Staff Response: Staff agree the Council should consider use of these fund given the opportunity to reduce long-term costs and result in a better return on investment than leaving the funds in the 115. However, Council direction to staff has been to wait to act on the 115 funds until the asset, liability study is completed. Staff agree that waiting for a few more months until the ALM study is completed would be prudent, ensuring all financial information is available before deciding to transfer funds. This is because the Town retaining the funds provides flexibility to use these funds to offset pension costs as available to offset any potential budget shortfall that would otherwise result in the use of fund balance/reserves.

Draft Motion #2 : Vacancy Savings Factor and Monthly Reporting

Labor costs are the most significant expense category in the operating budget and effective methods to accurately plan, track and manage this expense category is critical. The Finance Commission recognizes efforts being made to better understand labor costs and believes these efforts should remain highest priority. Completing and maintaining monthly labor reporting that provides insight to each of the significant subcategories will allow the Town to identify variances from the intended plan and either take corrective action or utilize funds for other high priority items.

This planning and reporting should clearly delineate the following:

Labor hours/FTEs - the plan should be based on the intended to deployment of human capital to achieve the intended service level. This should include planned hires.
Direct Labor Dollars - the planned salary/wages that includes contract requirements and planned Step increases. The existing salary levels and planned salary levels for hires/vacancy replacements are one variable that should be well understood given the lack of flexibility for a

significant portion of salary wage escalation. Hiring is one of the few avenues the Town has to affect the overall salary and wages costs.

Pension/benefits - the costs of these items should be broken out from salary/wages.
Overtime - the Finance Commission recognizes the need and at times the benefit of utilizing overtime as a tool to manage vacancies, emergencies and other events not part of normal business. However, it can be an expensive method to provide services and should be closely tracked and managed. Maintaining overtime tracking in context of the other labor costs sub categories will help control costs and provide insight to the relationships like vacancy and need for OT.

Several years ago the Town adopted a vacancy rate applied to labor to reflect the persistent trend of significantly under running labor budgets. This method was a stop gap method to allow expected under runs to be redeployed for other Town needs. The lack of insight to the actual FTE's being charged meant the planned headcount and actual headcount were not known until after the close of the budget year with a significant surplus. The Commission believes this vacancy rate has served its purpose but the better method would be budget plans that include planned hires and tracking to those plans by monthly FTEs. As the Town implements those improved reporting methods we encourage a transition away from the brute force method of a vacancy rate to the real labor plan that supports the Town intended service levels. It is understood there will be unexpected vacancies throughout the years which will potentially result in temporary underruns - but by identifying those as variances on a monthly basis those variances will be understood and allow identification of trends or concerns to the Town.
The decision to move away from a vacancy rate approach could be considered as the management tools are put into place and would improve the understanding and control of labor costs.

The above recommendations are a reflection of the good work that staff has accomplished and represents the next step forward in the ability to effectively plan and manage the largest cost category in Town Operating Expenses. As noted by staff, labor costs are expected to escalate at a higher rate than revenue so continuing to improve this expense category is appropriate.

Staff Response: Staff agree that more timely reporting would assist in calculating vacancy savings in the future. Additionally, staff agree that the Town should have a set number of staff to complete services at a certain level. However, because the root cause of the vacancies is do to attrition, employees leaving town service and then the lag time between filling the role, and potentially any change in compensation and benefits costs from the new hire, staff believe the current number of staff is the correct number. Under the current budget structure, the Council

approved the budget at the fund level and also approves the number of authorized positions. The Town Manager then manages both those numbers, using various tools including justification memos, use of part-time staff to backfill vacancies and overtime. Staff do not believe we will be ready to recommend a change in methodology to remove the vacancy savings factor until FY 2027-28 or beyond. As new reporting becomes available in July 2026, staff will consider potential replacement to the vacancy savings factor based on those report and within the budget approval structure of the Town.

Motion # 3: NHA Advisors Reports

Given the significance of long-term financial planning assumptions and the potential policy implications tied to analyses prepared by NHA Advisors, the Finance Commission recommends that any formal analyses, forecasts, or advisory recommendations produced by NHA first be presented to the Finance Commission for review and discussion prior to Council consideration or implementation.

This process would strengthen transparency, provide an opportunity for independent financial review, and allow the Commission to evaluate underlying assumptions, methodology, fiscal impacts, and consistency with the Town's broader long-term financial strategy before recommendations advance further in the decision-making process.

Staff Response: Staff agrees that the Finance Commission should view final reports prior to those reports coming to Council for approval. The Commission has been integral so far in making recommendations to NHA Advisors' work and we believe the Council and community would benefit from their continued input.

Motion #4: Internal Service Fund Charges

The Finance Commission moves to recommend that the Town Council direct staff to revise the FY2026-27 budget treatment of Internal Service Fund charges as follows:

1. **Vehicle and Equipment Replacement Fund — Implement the Full $1.5 Million Reduction**

The Commission endorses staff's finding that a $1.5 million reduction in Vehicle and Equipment Replacement Fund ISF charges is supportable in FY 2026-27 without creating an unfunded liability. Staff's ten-year projection confirms that ending fund balances remain healthy, averaging $4.4 million through FY 2036, even with reduced contributions. The Commission recommends that this full $1.5 million reduction be implemented. However, rather than redirecting any portion of those reduced charges to the Facilities Fund through an internal accounting transfer, the Commission recommends that the full $1.5 million in savings flow

directly to the General Fund, producing a visible and reportable General Fund surplus that the Town Council can evaluate and direct. The Commission further recommends that ISF charges for the Vehicle and Equipment Replacement Fund be set going forward to recover actual and projected costs only, and not to generate structural surpluses or to compensate for prior period underspending through inflated future charges.

2. Facilities Fund — Direct Appropriation, Not ISF Reallocation

Rather than funding the Facilities Fund through a reallocation of reduced Vehicle ISF charges, the Commission recommends that staff prepare and present to the Town Council a standalone analysis of the Facilities deferred maintenance backlog, including the full assessed need in current dollars (assessed at $3.4 million for FY 2025-26 and $3.3 million for FY 2026-27), a prioritized list of identified repairs, a recommended multi-year funding strategy, and the annual General Fund appropriation required to address the backlog over a defined and fiscally responsible timeframe. This analysis should be presented as a direct budget request, separate from ISF mechanics, so that the Town Council can make an informed and transparent appropriation decision.

The Commission notes that the Town Council may at any time direct staff to execute a direct transfer from the General Fund to the Facilities Fund or any other Internal Service Fund when needs are clearly identified and prioritized. This direct transfer mechanism is the appropriate and transparent tool for addressing ISF funding gaps — not artificially inflated service charges embedded in departmental billing rates that accumulate quietly and are difficult to reverse.

3. ISF Charge Methodology — Comprehensive Review

The Commission recommends that staff conduct a comprehensive review of the methodology used to set charges across all Internal Service Funds, with the objective of ensuring that charges are set to recover actual and projected costs rather than to generate structural surpluses or to compensate for past underfunding through inflated future rates. Where ISFs are genuinely underfunded relative to documented future needs, staff should bring a direct funding recommendation to the Town Council through the budget process or via a specific transfer request, rather than embedding the catch-up cost in annual service charges. This review should be completed as part of the FY 2027-28 budget preparation process and presented to the Finance Commission prior to budget adoption.

The Finance Commission believes these recommendations will produce a more transparent, more accurately reported, and more fiscally resilient budget than the approach currently proposed and will better serve the Town Council's ability to make informed, visible, and deliberate decisions about the allocation of the Town's resources.

Staff Response: Staff agrees that Internal Service Fund charges for vehicles and equipment should be reduced by $1.5 million. Staff also agree that all ISFs should be reviewed to ascertain proper fund balance and annual charges to departments. Staff will be reviewing both these items in FY 2026-27. However, staff recommends that the savings garnered by these funds be used to reduce unfunded liabilities in town facilities. Staff have recommended an alternative for Council's consideration in the staff report that recommends a transfer out of funds for identified facilities projects and still leaves the General Fund in a positive position for FY 2026-27.

Motion #5: Capital Improvement Program

- Establish an annual cash flow estimates for all capital project equal to or greater than over a million dollars so it can be tracked.
- Identify either, a PCI target specifically, or a spending capacity limit to spend on road resurfacing and repair.
- Identify a better location for the $6.5 million carry forward from the road resurfacing and repair account for future projects, ie like the highway 17 expansion.

Staff Response: Staff will evaluate these recommendations more thoroughly in partnership with Finance, but we do agree these can be addressed.

PPW does agree that cash flow statements can be developed for the specific projects requested. The Complete Streets and Transportation recommended that the Town establish a PCI of 80 with the recommended $3.7M per year spending level. The existing and future budget is unlikely to support spending $3.7M per year in paving suggesting that within five years the overall PCI will be less than 80. The future of the paving program and required spending is a subject that staff believes warrants detailed discussion with Town Council.

It is important to note that the $6.5M in carryforward does not include a $439,706 expenditure approved by Council on April 21, and the proposed allocation of $2.4 million from this fund proposed for action on May 19, 2026. Staff would recommend that some of the remaining $3.6 million be set into reserve for future paving needs such as the North Santa Cruz Reconstruction.

Tier 3 - Town of Los Gatos Facility Needs Projection

Location/Building	Project/System Type	Project Name	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	TOTALS
Civic Center	Mechanical Systems	Replace police dispatch AHU	$ 60,000					**$ 60,000**
Civic Center	Mechanical Systems	Replace Building controls		$ 225,000				**$ 225,000**
Civic Center	Mechanical Systems	Replace unit 2 in Council Chamber IT room		$ 15,000				**$ 15,000**
Civic Center	Mechanical Systems	Insulate boiler room piping	$ 7,500					**$ 7,500**
Civic Center	Accessibility Issues	DAC Accessibility Compliance	$ 109,871	$ 109,871	$ 109,871	$ 109,871	$ 109,871	**$ 549,355**
Library	Electrical Systems	Test and Certify Main Electric Panel	$ 50,000					**$ 50,000**
Library	Electrical Systems	Replace PV Inverters	$ 40,000					**$ 40,000**
Library	Interiors	Replace floor coverings (carpet)		$ 60,000			$ 80,000	**$ 140,000**
Library	Accessibility Issues	DAC Accessibility Compliance	$ 19,059	$ 19,059	$ 19,059	$ 19,059	$ 19,059	**$ 95,295**
Annual Total 2022 Dollars[2]			**$ 286,430**	**$ 428,930**	**$ 128,930**	**$ 128,930**	**$ 208,930**	**$ 1,182,151**
Annual Total Escalated to Fiscal Year Dollars at 4%			$ 335,083	$ 521,859	$ 163,138	$ 169,663	$ 285,935	**$ 1,475,678**

Notes:
1. Projections are based on information developed by Facility Engineering Associates in Fiscal Year 2021/22, informtation developed by Disability Access Consultants in 2022 and staff recommendations
2. Annual totals are on 2022 dollars. 2024 escalation provided for discussion. Future development of this projection will escalate all costs to year of projected expense.

TOWN OF LOS GATOS CALIFORNIA

COUNCIL POLICY MANUAL

Small Town Service Community Stewardship Future Focus

Title: Solicitation and Donation Policy	**Policy Number**: 2-17
Effective Date: 10/6/15	**Pages: 4**
Enabling Actions:	**Revised Date:**
Approved:	

PURPOSE

The purpose of this policy is to effect Town donations and solicitations in a manner that complies with both the letter and spirit of California ethics laws and, within that that framework, to expand the potential for community donations by establishing a mechanism by which individuals and organizations may be more readily advised of donation opportunities.

SOLICITATION GUIDELINES

Targeted Solicitation

Targeted solicitation is defined as the direct petition or contact of specific individuals, companies, foundations or other entities initiated by the Town Council and other elected officials, Council advisory bodies, and Town employees herein called "Town Officials" for the purpose of receiving goods, services, or other contributions for the Town. Targeted solicitation excludes the direct petition for government, private, or non-profit grants for Council-approved programs, projects, and services. Unless prior approval has been given by the Council, Town Officials shall not engage in targeted solicitation activities on behalf of the Town.

BROAD OUTREACH GUIDELINES

Broad Outreach

Broad outreach is defined as the process of informing a broad spectrum of individuals, companies, foundations, non-profit organizations, or other entities of donation opportunities through various communication vehicles, including but not limited to written, electronic, or internet-related publications, flyers, brochures, news releases, and television or radio announcements. Broad outreach is permitted by the Town Manager or designee subject to the guidelines provided in this policy.

The following broad outreach guidelines apply when communicating a Town need for goods, services, or other contributions:

- Broad outreach must relate to a Town Council-approved purpose, service, project, or program.
- Broad outreach for goods, services, or other contributions should be made by using a variety of communication methodologies to ensure outreach to the entire community.
- Donations shall not be made under the guise, pretense, or presumption of receiving official Town endorsement or approval of the donating party, product, project, or activity.

PROCEDURE FOR ESTABLISHING COUNCIL APPROVED TOWN NEEDS

The Council shall direct the Town Manager to develop a list of recommended Town needs for donation opportunities. Council consideration and approval of the list of Town needs may occur as part of the annual operating and capital budget development process and can be amended by Council at any time.

DONATION ACCEPTANCE GUIDELINES

All goods, services, or other contributions offered by individuals, companies, foundations, non-profit organizations, or other entities will be considered for acceptance or rejection, including items offered for donation that are identified on a Council approved list of needs. The acceptance of all donations to the Town will be based on the following guidelines.

- Purpose of the donation.
- Community or municipal need for the donation.
- Compatibility of the donation with Los Gatos Municipal Code, policies, programs, and other applicable laws.
- Timeliness of the donation as it relates to implementation.
- Level of benefit and financial impact to the Town.

All donations should be reviewed by the Town Manager or designee in advance of acceptance to ensure consistency with established policy guidelines.

AUTHORITY TO ACCEPT DONATIONS

The authority to accept all donations is based on the market value of the donation as reasonably determined.

Donations $25,000 and Under

The Town Manager or designee is authorized to accept or reject all minor donations that have a market value equal to or less than $25,000.

Donations over $25,000

The Town Council shall consider and accept or reject all major donations that have a market value greater than $25,000.

Ongoing Annual Donations from 501(c)(3) Organizations dedicated to supporting specific Town Departments in Offering Community Services:

- Potential uses for donation funds will be discussed and agreed upon with the respective non-profit bodies, in accordance with the Council approved Solicitation and Donation Policy.
- Funds donated will be placed into accounts as designated by the Finance Director.
- The departments may expend donated funds once received and deposited into the appropriate account only for items identified on the Council approved Town of Los Gatos Donation Opportunities List of Town Needs, which is approved annually with the Town's operating budget.
- At the end of each fiscal year, a written listing of items purchased from these accounts, in accordance with the Donation Policy, shall be provided to the Town Manager and Town Council.

PROCEDURES FOR ACCEPTING MAJOR DONATIONS

For all major donations, a staff report, containing analysis based on the donation acceptance guidelines established in this policy, will be written to guide the Council when considering major donations. The report will also provide donation recognition alternatives for Council consideration should the donation be accepted. The Council will determine on a case by case basis if the donation should be accepted or rejected.

DONOR RECOGNITION GUIDELINES

Acceptance of donations shall be acknowledged by the Town. Donation recognition practices shall be implemented in a consistent manner and adhere to Town Municipal Code, all applicable laws, regulations, and policies. Recognition of donations will be determined by the Council or Town Manager and shall be consistent with acceptance requirements of this policy and the guidelines set forth below:

Donations accepted by the Town may be acknowledged through one or more of the forms of recognition as indicated below. Other forms of recognition may be approved by the Town Council via resolution if compelled by special circumstances which shall be specified in the resolution.

- Written and/or verbal recognition.
- Public recognition at Town Council meetings.
- Inclusion in Town public communication materials, such as electronic media and selected publications.
- Plaques.

Title: Solicitation and Donation	Page: 4 of 4	Policy Number:

Plaques may be used to commemorate donations accepted by the Town from persons, businesses, and organizations according to the following standards:

Plaques used for recognition purposes may be affixed to an appropriate Town facility, which includes, but is not limited to a building or any portion thereof, structure, equipment, furniture or natural asset. Plaques shall include the name(s) of the person(s) being recognized and applicable date, with standard wording limited to:

- The Town of Los Gatos recognizes and appreciates _____ [and his/her family] for [his/her/their] donation to [identify facility].
- The Town of Los Gatos recognizes and appreciates _____ [business or organization] for its donation to [identify facility].
- The Town of Los Gatos recognizes and appreciates _____ for [his/her/its] donation to [identify facility] in the name of _____.
- Or language acceptable to the Town Council.

The size of the plaque shall not exceed 8"x10," unless the number of donors exceeds the allowable space. For multiple donors, the names of the donors should be proportioned thereto, and the size of the plaque shall not exceed four (4) square feet. The location, materials, size and color of plaques shall be consistent with acceptance requirements of this policy or by Council on a case by case basis should special circumstances exist, which shall be specified in a resolution. Unless compelled by special circumstances and approved by the Town Council via resolution, Town facilities shall not be named after an individual, group, organization or business as a result of any donated good, service, or other contribution to the Town.

APPROVED AS TO FORM:

_____

Robert Schultz, Town Attorney

TOWN OF LOS GATOS DONATION OPPORTUNITIES
FY 2026-27 LIST OF TOWN NEEDS

To ensure that all donations and contributions are sought and accepted in an ethical manner, the Council established a Donation and Solicitation Policy. A list of Town needs was developed to identify goods, services, and other contributions to enhance Town services, programs, and events. The recommended needs for FY 2026-27.

PUBLIC SAFETY

- Volunteer Program Materials and Equipment
- Specialized Public Safety Equipment and Supplies, including Support for Canine Program
- Training Support for Public Safety Staff and Volunteers
- Equipment, Supplies and Materials to support Police Operations
- Community Outreach Program Supplies

LIBRARY SERVICES

- Children, Youth, and Adult Program Collections, Supplies and Services
- Media items and other items for public circulation
- Funding to Support Technological Enhancements, including Digital Services
- Equipment and Services to Support Historical Preservation Efforts
- Resource Support for Collection Development and Reference, Local History, and Library Policy
- Items to be Used as Prizes, Give Aways, and Incentives for Reading Programs and Events

SENIOR SERVICES

- Home Emergency Kits Geared Towards the Needs of Seniors
- Targeted Solicitations for Community Engagement per the Town Solicitation and Donation Policy

COMMUNITY EVENTS

- Supplies, Materials, and Services for Special Community and Volunteer Events and Activities
- Funding for the Realization of Public Art Projects or Donations of Public Art Subject to the Town's Public Art Selection Policy

TOWN PARKS AND FACILITIES

- Beautification Materials and Services for Town Parks, Open Space, and Infrastructure
- Land for Parks and Open Space
- Contributions that Support Recreation or Expansion of Athletic Fields
- Contributions that Support Multi-Modal Transportation
- Medical Devices that Enhance Public Safety

SUSTAINABILITY

- Contributions to Help Minimize Impacts on Local, Regional, and Global Ecosystems through Conservation, Reduced Pollution, Increased Efficiency, and Protection of Wildlife, Vegetation, and Other Ecosystems.

TECHNOLOGY

- Equipment, Software and Services to Enhance Communication with the Public and Organizational Productivity

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 05/19/2026
ITEM NO: 17

DATE: May 19, 2026

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Discuss Potential Law Enforcement Services Agreement with City of Saratoga and Provide Direction to Staff**

RECOMMENDATION: Staff recommends that the Town Council receive this report, discuss the potential provision of law enforcement services to the City of Saratoga through the Los Gatos-Monte Sereno Police Department, and provide direction to the Town Manager. The Council may direct the Town Manager to take one of the following actions:

a. Continue discussions and negotiations with the City of Saratoga regarding a potential law enforcement services agreement and return to the Town Council with a proposed agreement for consideration at a future public meeting;
b. Cease discussions and negotiations with the City of Saratoga regarding a potential law enforcement services agreement; or
c. Provide other directions to staff.

FISCAL IMPACT:

There is no direct fiscal impact associated with receiving this report and providing direction to staff. The Town has already been working with Meliora Public Safety Consulting to evaluate departmental resource needs, workload demands, staffing assumptions, and beat structures associated with a possible Saratoga integrated service model. That work is ongoing and should be completed before any final agreement is presented, so the Town can confirm whether the

PREPARED BY: Chris Constantin
Town Manager

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Administrative Services Director

estimated service model is appropriate and whether the proposed model protects Los Gatos from unrecovered costs or operational dilution.

If the Town Council directs the Town Manager to continue discussions and negotiations, additional staff time, consultant support, and legal review may be required to evaluate operational, financial, liability, insurance, personnel, facilities, technology, transition, and implementation issues.

If an agreement is ultimately negotiated and approved by both agencies, implementation would require work before any transition in service. These transition activities may include recruitment, hiring, training, equipment acquisition, technology configuration, dispatch and records preparation, data and evidence transition planning, communications coordination, public messaging, legal review, and operational readiness work. Those costs would be incurred by Los Gatos in 2026-27 before service commencement and would need to be identified as reimbursable startup or transition costs to be repaid by Saratoga over the initial ten year contract term. Any proposed final agreement would include a fiscal analysis before Council consideration.

STRATEGIC PRIORITY:

This item supports the Town's strategic priorities related to public safety, fiscal sustainability, emergency preparedness, and regional collaboration. A potential law enforcement services partnership with Saratoga would allow the Town to evaluate whether an expanded regional service model can preserve high quality, community oriented policing while improving cost efficiency, and enhancing coordination among adjoining Los Gatos regionalized communities. The partnership could support long term fiscal sustainability by spreading appropriate fixed law enforcement costs across a broader service base.

BACKGROUND:

The Town of Los Gatos has long provided municipal law enforcement services beyond its own jurisdiction through an intergovernmental service model. Since 1995, the Town has provided law enforcement services to the City of Monte Sereno through what is now the Los Gatos-Monte Sereno Police Department. That partnership has allowed Monte Sereno to receive comprehensive municipal police services while allowing Los Gatos to share fixed public safety costs, improve regional coordination, and support a broader service base.

Los Gatos and Monte Sereno Renew Law Enforcement Services Partnership

In 2015, the Town and Monte Sereno amended and restated the original agreement to update performance and compensation terms. In 2025, the Town Council approved a new five year agreement with Monte Sereno, effective July 1, 2025, through June 30, 2030, with a five year

renewal option. That agreement continues a long standing regional partnership and includes updated provisions related to cost recovery, annual adjustments, emergency operations, critical incident cost recovery, communications and reporting, liability, insurance, payment terms, and dispute resolution.

The strength of this regional service model is also reflected in the quality of police services provided by the Los Gatos-Monte Sereno Police Department. The Town's recent 2025 Community Survey showed extremely high levels of satisfaction with police services, reinforcing community confidence in the Department's service quality, professionalism, responsiveness, and community oriented approach. The City of Monte Sereno has similarly emphasized the value of receiving high quality, community focused police services through its long standing partnership with Los Gatos.

Saratoga is Exploring Alternatives to Significant Cost Increases in Law Enforcement Services

The City of Saratoga has contracted with Santa Clara County for law enforcement services since shortly after incorporation in October 1956. Saratoga currently receives services through an allocation of law enforcement, supplemental, reserve, booking, processing, and communications services provided by the Santa Clara County Sheriff's Office.

On April 27, 2026, the Saratoga City Council held a special meeting to allow the Council to provide staff with further direction on Council priorities for law enforcement services. During the meeting and in the agenda report, Saratoga staff reported that the current Sheriff's Office contract provides 24,255 hours of service at approximately $9 million in F2025-26.

Saratoga staff also reported that the County's April 13, 2026, revised proposal for 2026-27 was approximately $11.6 million, an increase of approximately $2.6 million or 29 percent from the current contract. Saratoga staff further reported that absorbing the proposed increase while retaining current service levels would require significant tradeoffs, including reduced General Fund contributions to capital projects, lower discretionary additional pension payments, operating reductions, and reliance on reserves.

In considering alternatives, Saratoga is looking at options identified in Saratoga's staff report which include continuing with the Sheriff, negotiating reduced service levels, or pursuing a transition to Los Gatos. To facilitate discussion, on March 30, 2026, Los Gatos provided Saratoga with a preliminary proposal for potential law enforcement services beginning July 1, 2027. The proposal was administrative in nature and did not commit Los Gatos to the cost or to providing service, but rather, the proposal was intended to allow the Saratoga City Council to determine whether a partnership with Los Gatos should be explored.

The preliminary proposal described a service level partnership, similar to Monte Sereno, rather than a traditional hours based billing model similar to the County of Santa Clara agreement. Under that concept, Saratoga would receive law enforcement services comparable to what Los Gatos provides within its own community and through its existing relationship with Monte Sereno, including patrol, traffic enforcement, investigations, communications and dispatch, records support, evidence storage, administrative support, specialty resources, community outreach and engagement, and emergency operations support.

The preliminary proposal identified an annualized first year estimate of approximately $9.5 million beginning July 1, 2027, subject to mutual approval by both Councils and further development of final pricing, scope, and contract terms. Since that preliminary proposal, the Town has been working with Meliora Public Safety Consulting, a firm the Town had already worked with for its own comprehensive police department analysis, to evaluate whether the proposed model reflects Saratoga's expected workload demands, service needs, staffing requirements, and beat structure. That work remains ongoing.

While staff believe a viable path towards a win-win partnership exists, staff are at the point where the Town Council's direction is necessary to ensure this direction aligns with the best interests of the Town. The purpose of this item is to obtain Council direction before additional staff and legal resources are committed to further negotiations.

DISCUSSION:

Regional Public Safety Context

Cities throughout California continue to face constrained budgets while attempting to maintain core municipal services. Public safety is one of the largest service responsibilities for many cities and is affected by rising personnel costs, retirement and benefit costs, insurance and risk costs, technology and equipment requirements, dispatch and communications costs, emergency preparedness needs, and evolving legal and operational mandates.

These pressures are not limited to law enforcement. Cities are also balancing costs associated with infrastructure, parks, housing, planning, emergency management, fire prevention, community services, and administrative functions. As costs increase, many local agencies are evaluating shared service models, regional partnerships, joint use of specialized resources, and intergovernmental agreements to preserve service quality while improving affordability.

The Town's existing relationship with Monte Sereno is an example of this approach. It demonstrates that a neighboring jurisdiction can receive comprehensive municipal police services through a contract relationship while Los Gatos shares fixed operational costs, strengthens regional coordination, and supports a broader service base.

A potential Saratoga partnership raises a broader policy question for the Town Council whether expanding the regional municipal law enforcement model to a third jurisdiction could strengthen the Town's ability to retain high quality services, create economies of scale, reduce the Town's total cost of ownership of municipal police services, improve affordability for Saratoga, and enhance regional public safety coordination.

The Town is currently undertaking a detailed analysis with NHA Advisors, and their partners Raftelis and Willdan, to produce a detailed financial analysis, 10-year forecast, financial impacts analysis of future development, and an asset liability management study. Together, these studies are intended to form the backbone of information guiding the Town into the future. Preliminarily, the consultant team presented that the Town's revenue will not be sufficient in the future to address its existing service levels, future capital, and other needs identified in various Town reports. As such, a law enforcement services partnership that results in reducing the cost of ownership is a positive potential for the Town's future outlook. This is similar to Saratoga, and by working together with our existing partnership with Monte Sereno, our three communities can strengthen our relationships and reduce total cost in servicing our roughly 70,000 residents combined.

Saratoga Law Enforcement Cost

Saratoga's current model is based on purchased hours and allocated services through the Santa Clara County Sheriff's Office. Saratoga staff reported that the current contract includes 24,255 hours for approximately $9 million in 2025-26 and that the April 13, 2026, County proposal would increase the cost to approximately $11.6 million for 2026-27.

The issue for Saratoga is not merely the cost increase in a single year. Saratoga staff reported that absorbing the proposed County cost while maintaining current service levels would require significant tradeoffs that could affect the City's long-term fiscal stability. This creates an opportunity to evaluate whether a municipal regional model can provide Saratoga with cost predictability while still protecting the Town from unrecovered costs and reducing the total cost of ownership to our residents.

What could this mean for our Los Gatos regional jurisdictions

The Town should consider this context as a broader value proposition for all three communities. Like many cities throughout California, Los Gatos, Monte Sereno, and Saratoga face increasing pressure to sustain current service levels with existing revenues while managing rising public safety, personnel, technology, emergency preparedness, and operational costs. A carefully structured regional partnership may allow each community to preserve high quality law enforcement services while lowering the net cost of service delivery by sharing appropriate fixed costs and expanding operational capacity.

The communities also have a mutual interest in retaining and growing public safety capacity to meet future emergency needs, including major incidents and disaster response. By working together, Los Gatos, Monte Sereno, and Saratoga may be able to strengthen regional readiness, improve coordination, and better protect the safety and quality of life of residents and businesses across adjoining communities.

If successful, this partnership could also serve as a model for future intergovernmental cooperation in the Los Gatos region, demonstrating how cities can maintain or enhance service quality while reducing costs to taxpayers through thoughtful regional collaboration.

Service Quality, Responsiveness, and Local Accountability

While cost predictability is a significant reason Saratoga is evaluating alternatives, the potential partnership should also be considered in terms of service quality, responsiveness, and local accountability. The Los-Gatos Monte Sereno Police Department's service model is grounded in community oriented policing, direct local engagement, and close coordination between Department leadership and the communities served.

The Town's recent 2025 Community Survey showed extremely high levels of satisfaction with police services, reflecting community confidence in the Department's professionalism, responsiveness, and service quality. The Town's long standing relationship with Monte Sereno further demonstrates that high quality municipal police services can be delivered through a regional partnership while maintaining a strong community connection.

Responsiveness is also an important service consideration. In Saratoga's April 27, 2026, law enforcement options report, Saratoga reported Los Gatos's response times for the latest reporting period as

- 4.22 minutes for Priority I calls (Critical),
- 6.28 minutes for Priority II calls, and
- 6.59 minutes for Priority III calls (Routine).

The same report identified the Sheriff's Office average response times of

- 8.28 minutes for Priority I calls,
- 6.49 minutes for Priority II calls, and
- 6.44 minutes for Priority III calls.

The Sheriff's Office is a valued partner and will continue to be such regardless of the decisions made by Saratoga and Los Gatos. Although Los Gatos and Monte Sereno already achieve

excellent response times, the Town's continued investment in public safety technology is expected to further enhance response capabilities and service effectiveness. These improvements will benefit Los Gatos and Monte Sereno directly and, if a partnership is established, could also extend those gains to Saratoga.

Purpose of the Current Council Discussion

The Council is not being asked to approve a law enforcement services agreement with Saratoga at this meeting. Instead, staff is seeking direction on whether the Town should continue exploring a potential agreement.

Council direction is appropriate at this stage to confirm whether the Council is generally aligned with continuing to evaluate a potential Saratoga partnership and to identify any concerns, objections, priorities, or specific requirements that should guide staff before additional work proceeds. A partnership would involve significant policy, operational, and fiscal considerations, including expansion of the Police Department's service area, staffing and recruitment needs, dispatch and records capacity, technology integration, emergency operations, public expectations, liability exposure, cost recovery, transition timing, and the importance of the Town's ability to continue serving Los Gatos and Monte Sereno at a high level.

If Council directs staff to continue discussions, staff would complete the Meliora resource and workload evaluation, negotiate appropriate terms, refine the estimated cost, assess startup and transition needs, and return with a proposed agreement only if staff determines that the agreement can protect the Town's interests and provide mutual benefit to Los Gatos and Saratoga.

Policy Objective

The policy objective would be to determine whether a partnership with Saratoga can, but is not limited to:

- Preserve or improve the Town's ability to maintain high quality law enforcement services;
- Reduce the total cost of ownership of municipal police services for Los Gatos by spreading appropriate fixed costs across a larger service base;
- Provide Saratoga with stable, professional municipal law enforcement services at a lower projected cost than the service model currently under consideration by Saratoga;
- Improve regional coordination among neighboring communities;
- Create an integrated Los Gatos regionalized service model that is operationally coherent rather than a collection of separate jurisdiction specific service hour commitments;
- Maintain clear operational authority for the Police Chief and the Town;

- Validate the workload, staffing, and cost assumptions through the ongoing Meliora analysis before any final agreement is presented;
- Identify and recover appropriate startup and transition costs over the initial contract term;
- Protect the Town and Monte Sereno from uncovered costs, disproportionate risk, and operational dilution;
- Provide transparency, service review, and accountability appropriate for both agencies; and
- Preserve the County Sheriff's Office as a valued regional partner for mutual aid, specialized support, and broader countywide public safety coordination.

A potential agreement should not be pursued unless the Town can maintain service quality for Los Gatos and Monte Sereno, recover appropriate costs, preserve operational control, confirm that the proposed cost structure is appropriate, and manage risk.

Conceptual Approach to a Potential Partnership

If the Council directs staff to continue discussions with Saratoga, the Town would seek to negotiate an agreement that balances Saratoga's need for cost predictability with fiscal, operational, and risk protections for Los Gatos. The concepts below are intended to describe staff's negotiating framework and policy considerations. They are not final terms, and they are not presented for Council approval at this meeting.

<u>Integrated Regional Service Model</u>

Staff would seek to preserve an integrated regional service model rather than create a structure based on exclusive staffing assignments, fixed jurisdiction specific patrol hours, or separate police operations for each jurisdiction.

This approach is different from an hours based billing model. In an hours based model, the service relationship is measured primarily through purchased hours and allocated categories. In an integrated municipal service model, the value is measured by the availability of professional municipal law enforcement services, flexible deployment, regional coverage, local accountability, and coordinated response capability.

This concept would benefit Saratoga by providing access to the capacity and expertise of an established municipal police department. It would protect the Town by allowing the Department to deploy resources across Los Gatos, Monte Sereno, and Saratoga in a manner that supports service quality, officer safety, emergency response, and regional coordination instead of driving activity based on the service hours incurred.

Workload, Staffing, and Cost Validation

The Town has already been working with Meliora Public Safety Consulting to evaluate departmental resource needs and the workload demands that would be associated with serving Saratoga. This work is intended to help determine the staffing, supervision, dispatch, records, investigations, equipment, technology, administrative support, and other resources necessary to serve Saratoga without reducing service quality for Los Gatos or Monte Sereno.

This analysis is ongoing and should be completed before a final agreement is presented. The preliminary $9.5 million annualized estimate should be understood as a planning estimate, not a final price. Staff would use the Meliora analysis, internal operational review, and further negotiations with Saratoga to confirm whether the estimated service cost is appropriate, whether the proposed model is operationally feasible, and whether the Town can avoid unrecovered costs.

Cost Predictability and Cost Recovery

A central concept in any potential agreement would be balancing Saratoga's need for long term budget predictability with the Town's need to avoid absorbing costs that should be borne by Saratoga. The potential benefit to Saratoga would be a more stable and locally accountable municipal service model. The potential benefit to Los Gatos would be the ability to spread appropriate fixed costs across a larger service base and thereby lower the Town's total cost of ownership of police services.

Staff would seek to structure compensation so that Saratoga has a clear and predictable cost framework for budget planning. This may include use of a negotiated base rate, scheduled annual adjustment methodology, and a cap or other moderating feature for ordinary annual cost increases. The purpose would be to give Saratoga reasonable protection against unexpected or unlimited cost escalation.

At the same time, the Town would need safeguards to ensure that cost predictability for Saratoga does not become an unintended subsidy for Los Gatos residents. Staff would seek to address circumstances such as Saratoga requested special services, extraordinary incidents, transition costs, significant third-party or externally imposed costs, Saratoga specific technology or facility costs, and other costs that would not reasonably be absorbed as part of ordinary regional service delivery.

The negotiating objective would be to create a fair structure in which Saratoga receives budget predictability and Los Gatos receives appropriate cost recovery. Any final agreement would need to be supported by input from the Meliora analysis, Town financial review, legal review,

and operational review to ensure that Los Gatos is not taking on unrecovered costs in a manner that could affect services to Los Gatos or Monte Sereno.

Regardless of the direction of the partnership and aligned with one of the Town's top three strategic priorities, Los Gatos will need to continue its financial work to bring expenditure or revenue enhancements grown into closer alignment with ongoing revenue, address future capital maintenance work, and place the Town on a longer-term, financially sustainable path.

Transition and Implementation

A potential agreement would require substantial transition planning before services could begin. Issues may include staffing, recruitment, hiring, training, vehicles, equipment, technology systems, dispatch and communications, records, evidence, facilities, public messaging, emergency coordination, and integration with Saratoga's municipal operations.

Work would need to occur in advance of any service transition. Los Gatos would likely incur some of these startup and transition costs before the commencement of services. Staff would seek to identify those costs in advance and establish a reimbursement framework under which Saratoga would repay appropriate startup and transition costs over the initial ten year contract term. This approach would allow the Town to prepare responsibly for service commencement without shifting transition costs to Los Gatos residents, while also allowing Saratoga to amortize startup costs over the initial service period rather than absorb them all at once.

Staff would also seek protection if the service relationship does not proceed as expected or ends before the Town has recovered transition costs incurred in reliance on the partnership. This would be necessary because staffing, equipment, technology, and implementation decisions may need to be made before the first day of service.

Town Operational Authority and Saratoga Policy Input

Staff would seek to maintain clear day-to-day operational authority through the Police Chief and the Town's administrative structure. Saratoga would have appropriate opportunities to identify policy objectives, community concerns, and service priorities through consultation and reporting processes, but would not direct Department personnel or control tactical, deployment, supervision, or enforcement decisions.

This concept is important for both agencies. For Los Gatos, it preserves a clear chain of command and avoids divided operational control. For Saratoga, it provides a structured method for communication, service review, and policy level input without creating uncertainty over who is responsible for law enforcement operations.

Local Accountability, Reporting, Responsiveness, and Community Connection

A partnership should provide Saratoga with a more locally connected service relationship than a purely transactional service hour model. The preliminary proposal contemplated regular performance reporting, consultation regarding service needs, executive level communication regarding service delivery, and practical review of service trends.

Response time performance, calls for service, traffic activity, crime trends, significant incidents, and community safety concerns would be important components of that accountability framework. Staff would seek to provide meaningful information using available data and practical reporting methods so that Saratoga can understand service delivery trends while preserving the Town's operational authority and the Police Chief's chain of command.

At the same time, reporting expectations must be realistic. Reporting should support transparency, accountability, and community confidence without creating undue administrative burden or interfering with confidential law enforcement functions.

Lastly, there will be a need for extensive public outreach throughout our communities, given the significance of such a change in law enforcement services. Staff intends to include this in their transition plans.

Discretionary, Extraordinary, and Disaster Related Services

Staff would seek to distinguish between general municipal law enforcement services provided through the regional model and services that are requested specifically by Saratoga or arise from extraordinary events. This distinction is important because a regional model should provide comprehensive municipal law enforcement services while avoiding a structure in which Los Gatos absorbs costs uniquely attributable to another jurisdiction's discretionary requests, special events, local requirements, property, technology, or extraordinary service demands.

The Town's Monte Sereno agreement provides a recent example of addressing extraordinary service demands by tracking and recovering certain critical incident costs. A Saratoga agreement would need to address similar concepts, adjusted for the scale of Saratoga and the larger potential service relationship.

Liability, Insurance, and Risk Allocation

Police services involve substantial operational, legal, and insurance risk. Staff would seek provisions that clearly allocate risk between the parties and require appropriate insurance or pooled coverage.

Staff would seek to protect the Town from claims arising from Saratoga's municipal code, local laws, permit conditions, traffic restrictions, property conditions, meeting management decisions, discretionary service requests, technology systems, or other matters within Saratoga's control. At the same time, the Town would remain responsible for its own personnel, operations, and conduct as appropriate under law and any final negotiated agreement.

Any final agreement would require review by the Town Attorney before returning to Council for consideration.

Technology, Records, Evidence, Facilities, and Cybersecurity

A partnership will require consideration of technology, communications systems, dispatch systems, records systems, camera systems, public safety interoperability systems, vehicles, equipment, and facilities.

Staff would seek to clarify ownership, substation needs, cybersecurity responsibility, data governance, access rights, and public records responsibilities. Staff would also seek to avoid assuming responsibility for Saratoga owned systems or Saratoga specific technology unless the parties expressly agree on scope, legal requirements, operational feasibility, and cost responsibility.

Term, Renewal, Termination, and Transition Out

Providing services to Saratoga may require staffing, training, equipment, technology, and other upfront commitments. Staff would seek a term and termination structure that supports service stability and allows the Town to recover costs reasonably incurred in reliance on the service relationship, including startup and transition costs reimbursed over the initial ten year term.

At the same time, Saratoga would need reasonable clarity regarding renewal rights, termination rights, transition obligations, and cost exposure. Staff would seek to balance these interests so that Saratoga has predictability while Los Gatos is not left with unrecovered costs, stranded staffing commitments, or transition obligations caused by a decision outside the Town's control.

Dispute Resolution and Relationship Management

A potential agreement should include a structured dispute resolution process that encourages manager level discussion, good faith problem solving, and mediation before litigation, where appropriate. This concept can help preserve the intergovernmental relationship and reduce litigation risk, while allowing either party to seek immediate legal relief if necessary.

Beyond formal dispute resolution, the relationship would require regular executive level coordination. The purpose would be to ensure that concerns are addressed early, service expectations remain aligned, and the partnership continues to operate in a manner that benefits both communities.

Council Direction Requested

Staff requests Council direction on whether to continue discussions with Saratoga. If Council directs staff to continue, staff will continue with the necessary analysis and negotiations with Saratoga while engaging with Monte Sereno.

Town Management has advised Los Gatos employee groups and unrepresented employees of the potential partnership in accordance with our requirements for activity impacting current operations. The next steps, although not necessarily on the specific timeline, would include

- Town Council discussion and direction on a potential partnership – May 19, 2026;
- Continued discussions with Saratoga;
- Attending the City of Saratoga Council Meeting, where discussion on a potential partnership with Los Gatos will occur – June 3, 2026; and
- Town Council consideration of a law enforcement services agreement – June 16, 2026.

The nature and significance of this partnership may necessitate additional special meetings.

CONCLUSION:

The Town has a demonstrated history of providing law enforcement services through a regional municipal service model, most notably through its long standing partnership with Monte Sereno. Saratoga's current law enforcement cost pressures create a potential opportunity to evaluate whether an expanded Los Gatos regionalized service model could provide benefits to both communities.

The conceptual approach would be to pursue a win-win structure. Saratoga would receive a locally accountable municipal law enforcement alternative with greater cost predictability, while Los Gatos would have the opportunity to lower the total cost of ownership of its police department by sharing appropriate fixed costs, increasing public safety capacity, and building a broader regional service base. That opportunity should be pursued only if the ongoing Meliora analysis confirms that the estimated cost and resource assumptions are appropriate, startup and transition costs are recoverable, and the Town can maintain service quality for Los Gatos and Monte Sereno.

At this stage, staff is seeking direction only. No final agreement has been negotiated. If directed to continue, staff would return to the Town Council with a proposed agreement only after further negotiation, completion of the Meliora analysis, financial analysis, legal review, operational review, startup and transition cost assessment, and risk assessment.

COORDINATION:

This item has been coordinated with the Town Manager's Office, Town Attorney's Office, Police Department, and other Town staff as appropriate. Staff has also been working with Meliora Public Safety Consulting on the resource and workload analysis needed to evaluate the potential Saratoga service model. Further coordination would be required if the Council directs staff to continue discussions with Saratoga.

ENVIRONMENTAL ASSESSMENT:

The direction requested in this report is not a project under the California Environmental Quality Act because it involves administrative and organizational activity that will not result in direct or indirect physical changes in the environment. If a future agreement is brought forward, staff will include any required environmental determination at that time.

Attachments:
1. April 15, 2025, Council Agenda Report regarding Monte Sereno Police Services Agreement
2. April 27, 2026, Saratoga City Council Special Meeting Agenda and Staff Report regarding Saratoga Law Enforcement Options

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AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE TOWN OF LOS GATOS AND THE CITY OF MONTE SERENO

This Agreement for Law Enforcement Services ("Agreement") is entered into by and between the TOWN OF LOS GATOS ("Los Gatos" hereinafter) and the CITY OF MONTE SERENO ("Monte Sereno" hereinafter) (collectively the "Parties"), both municipal corporations and general law cities located in the County of Santa Clara, State of California.

RECITALS

A. Los Gatos has its own Los Gatos Police Department ("Department" hereinafter) and Monte Sereno does not.

B. Monte Sereno has contracted with Los Gatos since 1995 for police services and desires to continue to obtain police services from Los Gatos, as further described in Section 2 below, through an amended and restated contract and provide for police protection within its boundaries pursuant to this Agreement.

C. This Agreement is entered into pursuant to provisions of California Government Code Sections 55631 through 55634, and any and all other applicable authority.

D. Los Gatos and Monte Sereno desire to enter into a five (5) year agreement effective with an option to renew once for another five years.

NOW, THEREFORE, in consideration of the recitals and the mutual promises contained herein, Los Gatos and Monte Sereno agree as follows:

AGREEMENT

1. GENERAL PROVISIONS.

(a) This Agreement for Law Enforcement Services is effective July 1, 2025, and thereafter the provisions herein supersede and replace any previous agreement or amendments executed by the Parties.

(b) In this Agreement, the word "Chief" means Chief of Police of the Town.

(c) The Chief and their staff shall have sole authority and control over the overall operations and the procedural manner in which the police services are performed under this Agreement. On or before the 1st day of April of each year of this Agreement, the Chief and Town Manager shall consult with the Monte Sereno City Manager on service level issues and the Parties may modify this Agreement by written amendment

Attachment 1

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signed by both Parties as necessary to meet the needs of Monte Sereno subject to approval by the City and Town Council of each entity.

(d) The Chief or a member of the Chief's staff will attend Monte Sereno City Council meetings on a bi-annual basis and provide performance measures to the City of Monte Sereno City Council. These performance measures shall include crime statistics, response times and traffic enforcement trends and/or significant crime report summaries as well as patrol service hours provided for the prior six month period. In addition, the Chief or a member of the Chief's staff shall submit reports at least quarterly, unless otherwise agreed to by the Parties, to the Monte Sereno City Manager detailing the incidence of crime in the City. Through its City Manager, the City can request a higher level review of reported performance information when there are concerns related to the accuracy of information presented. The review shall first be at the Chief level, and if the response is not satisfactory, the Town Manager or designee will be charged with conducting an escalated review. As appropriate, the Chief or Town Manager will provide a response to the City Manager related to the review.

(e) Los Gatos and Monte Sereno shall cooperate in the preparation and submission of applications for government law enforcement grants for police services in and for the City. Los Gatos and Monte Sereno agree that there is a mutual benefit to such efforts. Los Gatos and Monte Sereno also agree that either may independently pursue grants and shall be individually responsible, therefore.

(f) The Los Gatos Police officers and personnel shall remain employees of the Town. Responsibility for and control over the selection, hiring, training, assignment and discipline of Los Gatos police personnel and other matters incident to the performance of services hereunder and the control of Los Gatos personnel shall remain exclusively within Los Gatos's authority. Formal complaints regarding the conduct of Los Gatos Police personnel may be submitted by an aggrieved party, including the Monte Sereno City Manager, to the Town and will be reviewed in accordance with Town Policy A-22 which relates to complaints against police officers.

(g) Employee relations and related issues, including, but not limited to, Los Gatos employee salaries and benefits, shall be the sole and exclusive responsibility of Los Gatos. As the employer, Los Gatos retains its full rights to make employment

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decisions regarding any police officers or police personnel, without any prior notice to Monte Sereno.

2. SERVICE PROVISIONS.

(a) General Services. Los Gatos shall provide police protection services to Monte Sereno for and during the term of this Agreement and any extension or extensions thereof. Services shall be the same as those provided to the Town and include the following:

(i) The enforcement of State Statutes and Municipal Ordinances of Monte Sereno (with any necessary legal assistance to be provided by counsel for either Los Gatos or Monte Sereno, depending upon where the violation took place), except such Municipal Ordinances of the type which would require special training of officers (e.g. certification in noise measurement, etc.) or of a type of enforcement that is contracted by Los Gatos to a third party or other public agency. Nothing herein contained shall preclude enforcement by Los Gatos personnel of the above-excepted ordinances;

(ii) Sworn Officer services commensurate with the coverage provided in Los Gatos.[1]*(Sworn Officers may include the Traffic Sergeant, School Resource Officers[2], detectives, or other sworn personnel spending directed or discretionary time within Monte Sereno);

(iii) Intake, processing, evaluation and issuance of concealed carry weapons permits in accordance with City Ordinance;

(iv) Traffic enforcement[1]*;

(v) Community Service Officer[3] services;

(vi) Investigations of cases meeting the assignment criteria being used by Los Gatos;

[1]*This includes activity and patrol time expended in Monte Sereno, and all other related administrative duties including, but not limited to, booking of evidence, report writing, case follow-up for cases originating in Monte Sereno.

[2] School Resource Officer as defined on the Town of Los Gatos Operations Bureau page available at https://www.losgatosca.gov/138/Operations-Bureau.

[3] Community Service Officer as defined in the Town of Los Gatos Job Descriptions available at https://www.losgatosca.gov/419/Job-Descriptions.

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(vii) 24-hour per day communications services to include:

(A) 9-1-1 service;

(B) Police dispatching; and

(C) After-hours dispatching of non-police services.

(viii) Police Records Specialist[4] services;

(ix) Evidence Storage;

(x) Administrative support;

(xi) Collateral Specialty Teams[5] and Additional Programs/Resources offered in Los Gatos including, but not limited to, investigative resources for both criminal and traffic related scenes and volunteers from various programs;

(xii) Coordination of police resources in the event of a major disaster or emergency that necessitates the activation of the Emergency Operations Center ("E.O.C.") in the Town, as more specifically detailed in Section 2b below.

(b) Emergency Operations Center. In the event of a major disaster or emergency in Monte Sereno that necessitates the activation of the E.O.C., the Town shall open the E.O.C. for use by Monte Sereno and activate the E.O.C. based on the needs of the disaster. A Department representative shall immediately be dispatched to the E.O.C. and report to the Monte Sereno Director of Emergency Services (City Manager or designee). Either the Chief or a Captain will respond as soon as possible and will assume responsibility of working with Monte Sereno City officials as needed. The Town shall maintain the E.O.C. and the E.O.C. infrastructure.

For the purpose of performing all of the services provided for in this Agreement, Los Gatos shall provide personnel, supervision, communications, equipment and supplies necessary to maintain the services to be rendered; provided~~,~~; however, if in the sole judgment of the Chief or their designee, an emergency arises in Los Gatos which requires temporary diversion of officers and vehicles from Monte Sereno, the same may be diverted to Los Gatos on an emergency basis, and to the extent emergencies in Monte

[4] Police Records Specialist as defined in the Town of Los Gatos Job Descriptions available at https://www.losgatosca.gov/419/Job-Descriptions.

[5] Collateral Specialty Teams as provided in the Town of Los Gatos FY 2023-24 Operating Budget available at https://www.losgatosca.gov/DocumentCenter/View/36220/FY-2023-24-Operating-Budget?bidId=.

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Sereno require additional police support, the Chief or the Chief's staff may divert personnel and vehicles from Los Gatos to Monte Sereno for any emergencies.

(c) In the event of a disaster, any FEMA, CalOES, or other reimbursement or allocation of funds (including litigation settlements or federal or state budget appropriations) associated with the disaster in Monte Sereno and provided to Monte Sereno shall be used, in part, to reimburse the Town for any costs incurred by the Town as a result of responding to the disaster. In any submission for reimbursements or allocations, Monte Sereno shall include Town costs and time.

(d) Communication

(i) Performance Information. Los Gatos will make available and provide information related to service performance in Monte Sereno to the City Council which is equivalent to the information being provided to the Town Council of Los Gatos.

(ii) Notifications. Los Gatos will work with Monte Sereno to ensure Monte Sereno is informed of key activity related to the services provided through this Agreement and in a manner equivalent to information provided to the Town Council of Los Gatos. This includes, but is not limited to, major incidents within Monte Sereno, changes to key personnel servicing Monte Sereno such as the Chief, and/or other information which would normally be provided from police operations.

3. AUTHORITY

(a) The authority for assignment, control and discipline of Los Gatos police officers, personnel, and employees and other matters incident to the performance of services by Los Gatos under this Agreement, shall remain with Los Gatos.

(b) Monte Sereno shall designate the Chief as its Chief in order to satisfy the provisions of Part I, Division 3, Title 4 of the California Government Code (sections 36501, et seq.).

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4. RESPONSIBILITIES

(a) Monte Sereno shall not be liable for payment of salaries, wages or other forms of compensation to any Los Gatos personnel performing services hereunder, including personnel performing indirect services hereunder, such as police management personnel, watch commanders, background investigators, Community Service Officers, police communications personnel, and police clerical personnel. It is understood and agreed that for such purposes all such Los Gatos personnel performing either direct or indirect services to Monte Sereno hereunder shall be deemed employees of Los Gatos while acting in or for Monte Sereno pursuant to this Agreement. Los Gatos shall maintain Workers' Compensation Insurance and Automobile Insurance covering all Los Gatos personnel and vehicles performing services under this Agreement.

(b) Los Gatos and Monte Sereno each represent and warrant that they are insured, through self-insurance or otherwise, in amounts sufficient to honor their respective indemnification obligations provided in Section 7 below, and that the indemnifying party's insurance coverage shall be the primary insurance as respects the other party. However, the maintenance of such insurance shall in no way reduce the obligation of either party to indemnify, defend, and hold harmless either party or its officers, agents, and employees.

5. PAYMENT FOR SERVICES

(a) A year, for the purposes of this Agreement, is the period beginning on July 1st and ending on June 30th.

(b) Annual Base Rate. For the services outlined in Section 2 above, beginning July 1, 2025, Monte Sereno agrees to pay Los Gatos the annual base rate of $1,458,319 ("Base Rate"). The Base Rate includes an overhead rate built into annual base amount and includes but is not limited to: personnel costs of 2.0 FTE Officers, supplies, materials, facilities and vehicle costs, as well as administrative time for the Town Attorney, Town Manager's Office, Human Resources Department and Finance Department. Included in the Base Rate is the cost to maintain the E.O.C. facility, the E.O.C. infrastructure and for activation of the E.O.C. in the event of a disaster or emergency as required in Section

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2(b). Any additional services furnished to Monte Sereno in the event of a disaster or emergency are not covered under this Agreement.

(c) Supplemental Law Enforcement Services Fund. In the event the City is awarded monies from the Supplement Law Enforcement Services Fund (SLESF) from the State of California, Monte Sereno will grant those funds to Los Gatos for additional front line police services consistent with the Supplemental Law Enforcement Services Fund program and agreed upon in writing by the Parties within 30 days of receipt of the monies from the State of California. For the 2025 distribution, the Parties agree that Monte Sereno will retain the portion of the SLESF funds necessary to establish the Flock Camera system in Monte Sereno. The remainder will be paid to Los Gatos and used for those services agreed upon by the parties.

(d) Extensive Services. In the event of extensive services, as described in this subsection (d), provided to Monte Sereno due to critical incident(s), Los Gatos will track incident time for these events.

(i) When it appears to the Chief, in their sole discretion, a single incident or a series of related incidents will involve 320 hours or more Department service hours in a year, the Chief of Police will so inform the Monte Sereno City Manager and discuss the necessary staffing levels to complete all of the associated tasks, including, but not limited to, investigations, records, court filings, and all of required work on the case and/or related cases.

(ii) If the Department service hours required for a single incident or a series of related incidents reported to the Monte Sereno City Manager as provided in subsection (d)(1) above result in Los Gatos performing more than 700 hours of Department service(s) in a year of the incident or the first incident in a series of related incidents, Los Gatos shall provide Monte Sereno with an accounting of the total service hours broken down between the incidents and the related Department services. and Monte Sereno agrees to pay for any additional services over 320 hours for the incident(s) in a year at the actual cost to Los Gatos to provide the services.

(iii) In instances where total hours equal or exceed 700 hours, Monte Sereno will be invoiced for the cost associated for hours exceeding 320. Such

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invoice will be payable on the fifteenth (15th) day of the succeeding month from the date of invoice.

(e) Los Gatos shall provide the Monte Sereno City Manager with a monthly statement for 1/12 of the Base Rate and the same shall be due and payable on or before the fifteenth (15th) day of the month next succeeding the month during which any such statement is mailed or delivered. All such statements shall be delivered to Monte Sereno as is specified in Section 7 (b) of this Agreement. Failure to pay within sixty (60) days of the due and payable date shall result in a penalty payment of ten (10) percent of the Base Rate.

(f) The Base Rate set forth in 5(b) shall increase yearly based on the Average Annual Consumer Price Index for benefits for the 12-month period ending December of the proceeding calendar year plus 2%. As such, Parties agree to use the U.S. Department of Labor, Bureau of Labor Statistics Employment Cost Index for State and Local Government Workers. In no event shall the annual increase be less than 2% nor exceed 7%.

(g) In the event of a substantive change in personnel costs to the Town, including, but not limited to, the reduction in Police Department workforce, such that the services provided to Monte Sereno are affected, the Parties may negotiate for amended terms to this Agreement.

(h) E.O.C. Pursuant to Section 2, the E.O.C. is available for Monte Sereno's use as part of this Agreement. Use is defined based on any single occupancy of the facility, regardless of length of time, subject to availability, and Los Gatos staffing resources. Monte Sereno is entitled to first priority to use the E.O.C. second only to Los Gatos. The Monte Sereno City Manager must request the use of the E.O.C. by contacting the Los Gatos Town Manager or designee. Los Gatos retains its full discretion in the use of the E.O.C. In the event the need for the E.O.C. is based on a disaster or emergency that affects Los Gatos and Monte Sereno, the Parties agree to work cooperatively to share the E.O.C. and the E.O.C. infrastructure.

(i) Crime laboratory fees, booking fees, and fees associated with the Santa Clara County Automated Fingerprint System (Cal ID), charged by the County of Santa Clara, or any other city, county or state agency, for incidents originally occurring in Monte

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Sereno shall be paid by the City, directly to the County of Santa Clara or applicable public agency and are not included in this Agreement.

(j) No other costs of any kind, including but not limited to capital projects, construction, equipment, or unforeseen personnel actions, will be added to the costs of the services unless specifically addressed in this Agreement.

(k) Any and all property acquired by Los Gatos under and pursuant to this Agreement shall be and at all times remain the property and responsibility of Los Gatos without any division or distribution thereof upon termination of this Agreement, except as otherwise agreed upon in writing. Property acquired by Monte Sereno shall remain the property and responsibility of Monte Sereno, except as Monte Sereno cedes such property to Los Gatos for the performance of services under this Agreement.

(l) The consideration provided to be paid to Los Gatos will not result in any surplus money and no monies shall be subject to refund to Monte Sereno at any time during or after the termination of this Agreement, unless there is overpayment.

6. TERM

This Agreement shall be effective July 1, 2025, and be operative through June 30, 2030, subject to the following cancellation provision:

(a) Except as otherwise provided in this subsection (a), the Town commits to providing the services pursuant to Section 2 of this Agreement for a three year period July 1, 2025 – June 30, 2028. During this initial three year period, Los Gatos may, at its option, only terminate this Agreement for cause and if Monte Sereno fails to cure a material breach of this Agreement within a period of 30 calendar days, from the date of Los Gatos's written notice specifying the material breach.

(b) After June 30, 2028, either Los Gatos or Monte Sereno may unilaterally with or without cause terminate this Agreement upon at least eighteen (18) months written notice to the other party.

(c) This Agreement may also be terminated or amended as of any date by written mutual agreement of both Parties.

(d) In the case of termination of this Agreement, Los Gatos will retain and provide the appropriate documents, records, and other information normally maintained

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by a law enforcement agency and transfer such appropriate documents to Monte Sereno in a reasonable timeline to facilitate Monte Sereno's obligation to perform law enforcement activity.

(e) The Parties agree to meet before January 1, 2029, to evaluate number of calls for service, number of incidents, total hours spent on Monte Sereno cases, use of the cap on Index changes, and other metrics and will determine whether or not to extend the Agreement for an additional five (5) years beginning July 1, 2030 and ending June 30, 2035. If the Parties determine an extension of the Agreement is appropriate, they shall work together to negotiate an amendment or extension to this Agreement which may include any new, mutually agreed upon terms.

7. INDEMNIFICATION

Except as set forth below, each party shall indemnify, defend, and hold harmless the other party for any claim, injury, loss, or damage, including all costs and reasonable attorney's fees, arising out of that party's performance pursuant to this Agreement. This obligation to indemnify, defend, and hold harmless excludes the claims, injuries, loss, or damages arising out of the other party's gross negligence or willful misconduct.

Additionally, Monte Sereno will indemnify, defend, and hold harmless Los Gatos from any claims, injury, loss, or damage, arising out of the following activities:

(a) Enforcement of the Monte Sereno Municipal Code where the primary basis for such claim, injury, loss, or damage is a defect of the Code which is outside the control of Los Gatos or where Los Gatos employees did not materially contribute to such defect during enforcement;

(b) Actions taken by Los Gatos employees where the claim, injury, loss, or damage was due to a condition which was solely due to Monte Sereno's failure to comply with applicable federal, state, or local requirement which rendered any subsequent action indefensible by sole virtue of Monte Sereno's failure.

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(c) Vehicle tows conducted in reliance upon the Monte Sereno Municipal Code or Monte Sereno signage, except to the extent such claim is based on the negligence of the towing company or the conduct of the Department;

(d) Law enforcement services provided at public or community meetings in Monte Sereno if specifically directed by the Monte Sereno City Manager, Mayor, or presiding Councilmember but not to the extent such claim is based on the conduct of the police officer; or

(e) Enforcement of permit conditions (e.g., special use permits, temporary use permits, etc.) in Monte Sereno except to the extent such claim is based on the conduct of the police officer.

If indemnification or defense is triggered, the Parties will coordinate with each other in the defense and the indemnifying party shall bear sole responsibility for the cost of defense, penalties or other damages resulting from the claim.

8. INSURANCE

(a) Scope of Insurance: Each party agrees to obtain the minimum scope of insurance described below for the duration of this contract:

(i) General Liability insurance policy(ies) insuring the entity to an amount not less than: five million dollars ($5,000,000) per occurrence for bodily injury, personal injury and property damage.

(ii) Each party agrees to provide the other party all certificates of insurance, with original endorsements effecting coverage as applicable, before this contract takes effect.

(b) General Liability:

(i) Each entity is to be covered as additional insured/additional covered party as respects: liability arising out of activities performed by or on behalf of the entity and premises owned or used by the Consultant.

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(ii) Each entity's insurance coverage shall be primary insurance as respects the other entity, its elected and appointed officials, employees and agents. Any insurance or self-insurances maintained by the other entity, its elected and appointed officials, employees, or agents, shall be excess of the other entity'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 other entity, its elected and appointed officials, employees or agents.

(iv) The 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.

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

(d) Any available insurance proceeds broader than, or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to meet settlement or judgment of any and all claims. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Party.

9. MISCELLANEOUS

(a) No person is intended to or shall be a third party beneficiary to this Agreement.

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(b) It is understood that the Town, and its employees, in the performance of the services agreed to be provided hereunder, shall act as and be an independent contractor and not an agent or employee of Monte Sereno.

(c) Any notice required by this Agreement shall be mailed or delivered to the Town of Los Gatos at 110 E. Main Street, Los Gatos, California 95032, Attention: Town Manager and to the City of Monte Sereno, 18041 Saratoga-Los Gatos Road, Monte Sereno, California, 95030, Attention: City Manager. A party's address may be modified by addressee's giving written notice of such modification to the other party calling specific attention to this Agreement.

(d) If any provision of this Agreement shall be held to be invalid, such provision shall be severable and such invalidity shall not impair the validity of any other provision of this Agreement.

(e) This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the Parties.

(f) Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

(g) The waiver of either party of any violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent reach or violation of the same term or condition.

(h) In the case of dispute between the Parties, both Parties shall meet and confer to discuss the dispute and potential remedies. If the meet and confer does not resolve the dispute, both Parties agree the next step would be mediation. In the event of any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, the Parties agree to submit the matter to mediation. Mediation shall be conducted within the County of Santa Clara by a mutually agreeable mediator. If the Parties cannot agree upon a mediator within thirty (30) days after either Party has requested mediation, a mediator shall be appointed by the Judicial Arbitration and Mediation Services (JAMS) office located

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nearest to Santa Clara County. All costs of mediation shall be shared equally by both Parties. The obligation to mediate shall be a condition precedent to the filing of any legal action or proceeding.

(i) In any legal action filed in state or federal court for enforcement of this Agreement, the successful party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled by law.

(j) The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

(k) This Agreement shall be governed by and interpreted in accordance with California law.

(l) The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

Signed by:
Diana Perkins
43D41F2388B54DD...

CITY OF MONTE SERENO

4/16/2025
Date

Signed by:
Chris Constantin
3EF03F232F1B428...

TOWN OF LOS GATOS

4/23/2025
Date

APPROVED AS TO FORM

DocuSigned by:
Kirsten Powell
00F15E0E71244B4...
4/16/2025

Office of the City Attorney

APPROVED AS TO FORM

Signed by:
Gabrielle Whelan
EFD6738A5534428...
4/23/2025

Office of the Town Attorney

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ATTEST

Signed by:
Wendy Wood
26A726C4AE6A4D9...

4/23/2025

Town Clerk

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TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 04/15/2025
ITEM NO: 8

DATE: April 4, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: Approve a Resolution Authorizing the Town Manager to Execute a Five-Year Police Services Agreement (July 1, 2025 – June 30, 2030) with the City of Monte Sereno

RECOMMENDATION:

Staff recommends that the Town Council adopt a Resolution authorizing the Town Manager to execute a five-year Police Services Agreement in substantially the form attached (Attachment 1) with the City of Monte Sereno for general law enforcement services.

STRATEGIC PRIORITIES:

This item supports the Core Goal of:

- **Public Safety** – Ensure public safety through proactive community policing, effective emergency response, and community-wide emergency preparedness.

This item supports the Strategic Priority of:

- **Further the Town's emergency preparedness, resiliency, and response capabilities, particularly in the area of wildfire risk.**
    - This partnership with Monte Sereno expands our overall patrol area and increases staffing resources, thereby strengthening the Town's ability to respond effectively during emergencies, particularly incidents related to wildfire risks and other significant public safety events.

PREPARED BY: Chris Constantin
Town Manager

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Chief of Police

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FISCAL IMPACT:

The proposed Agreement increases annual revenue by $322,805, from the current base rate of $1,135,514 to a new base rate of $1,458,319 for fiscal year 2025-26. For each subsequent year, the base cost increases by the Consumer Price Index of state and local works plus 2% with a minimum 2% and maximum 7% increase in annual cost to Monte Sereno. Additional provisions within the Agreement cap some liability to Los Gatos and provide a mechanism to recoup investigation costs that are above 700 hours.

BACKGROUND:

Since 1995, the Town of Los Gatos ("Town") has provided law enforcement services through an agreement to the City of Monte Sereno ("City") in a partnership which has been mutually beneficial for both communities.

In 2015, the Town and City executed an amended and restated agreement to change some of the performance and compensation terms for the last 10 years of the original 1995 agreement.

Both communities wish to extend this beneficial partnership beyond the current agreement's expiration on June 30, 2025. Consequently, the Town and City recently completed negotiations on a new five-year Police Services Agreement.

DISCUSSION:

The Town of Los Gatos and the City of Monte Sereno have recently concluded negotiations on a new 5-year Law Enforcement Services Agreement, effective July 1, 2025. This memorandum highlights some of the key changes proposed.

Monte Sereno is about 10% the size of Los Gatos, and law enforcement services are a significant expense. This agreement leverages a mutually beneficial partnership, providing Monte Sereno cost-effective access to comprehensive law enforcement services while allowing Los Gatos to optimize resource allocation and share fixed operational costs, reducing the overall tax burden in providing law enforcement services to both communities.

The Agreement sets the first year base cost to $1,458,319 which was negotiated in early 2024 and represents an estimated 92% cost recovery based on a model which calculates the incremental benefit of contracting existing services. This is a fair increase from the existing $1,135,514 to recover Los Gatos costs and to reflect that Monte Sereno agreed to several other cost containment items including:

- Paying the annual operating cost of Flock cameras benefiting both agencies,
- Increased the maximum annual base cost escalator by an additional percentage point,

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- Reduced threshold for billing Monte Sereno for critical incident services costs which are currently a cost to Los Gatos, and
- Transferring risk to Monte Sereno for certain areas that are currently risk exposures of Los Gatos.

Monte Sereno discussed this Agreement at their April 1st Council meeting and intend to approve the Agreement on April 15th. Below is a summary highlighting key changes from the previous (2015) agreement.

Contract Term

- The new agreement establishes a 5-year term (July 1, 2025 – June 30, 2030), with an option for a five-year renewal.
- After the initial three years, termination by either party requires eighteen months' written notice.
- A structured performance review will occur by January 1, 2029, to inform potential renewal.

Financial Terms

- The initial annual base rate is set at $1,458,319 for FY 2025-26, reflecting current law enforcement service costs and representing approximately 92% cost recovery.
- Annual increases remain tied to the Consumer Price Index plus 2%, with a minimum annual increase of 2% and maximum cap adjusted from 6% to 7%.

Service Provisions

- Patrol officer hours previously fixed at 80 weekly hours will now align with coverage levels provided to Los Gatos, offering more flexibility.
- The scope of services explicitly expands to include administrative support, concealed weapons permit processing, and evidence storage.
- Monte Sereno will retain a portion of the Supplemental Law Enforcement Services Fund (SLESF) to install a local Flock Camera system, with the remaining funds directed to Los Gatos for agreed-upon services. Ongoing operating costs for Flock will remain with Monte Sereno.

Emergency Operations Center (EOC)

- The 240-hour annual usage cap is removed. EOC access will now be provided without hourly restrictions, subject to availability.

Critical Incident Cost Structure

- The threshold for additional billing for extensive service demands due to critical incidents has been lowered from the current 900-hour trigger to 700 hours annually, with notification required at 320 hours. This change ensures equitable cost sharing during extraordinary events.

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Communication and Reporting Enhancements

- The new agreement provides Monte Sereno with service performance data and critical updates equivalent to those provided to Los Gatos, enhancing transparency and oversight.
- It introduces a clearly defined complaint process, including escalation pathways through the Chief of Police and Town Manager, thereby enhancing accountability and responsiveness to performance-related concerns.

Liability and Insurance

- Clearly defined indemnification responsibilities, particularly regarding Monte Sereno's municipal code enforcement and other specified activities.

Payment Terms

- A 10% penalty for payments overdue by more than 60 days is introduced to ensure timely financial compliance. Such a penalty did not exist previously.

Dispute Resolution

- Establishes a clear, structured dispute resolution process requiring mediation before litigation, facilitating collaborative problem-solving.

This agreement represents a thoughtful evolution of our partnership, balancing service quality, financial responsibility, and operational clarity.

CONCLUSION:

This Agreement provides mutual benefits by ensuring continued high-quality law enforcement services, sharing operational costs efficiently, clearly defining responsibilities, and enhancing service transparency and accountability for both Los Gatos and Monte Sereno.

COORDINATION:

This project has been coordinated with the Town Attorney, Police Department, and the City of Monte Sereno.

ENVIRONMENTAL ASSESSMENT:

This action does not constitute a "project" under the California Environmental Quality Act (CEQA) pursuant to **CEQA Guidelines Section 15378(b)(5)** because it involves an administrative activity of government that will not result in direct or indirect physical changes in the environment. Specifically, the authorization to execute a police services agreement is strictly related to the provision of law enforcement services and administrative operations, which do not have the potential for causing significant environmental impacts.

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Attachments:
1. Resolution
2. Proposed New Agreement
3. Redline Version of Agreement

Docusign Envelope ID: 05FF57F5-DA16-4C66-A2C9-9B85141AE3E7

STAFF REPORT

Meeting: City Council - Apr 15 2025
Agenda Heading: CONSENT CALENDAR
Staff Contact: Diana Perkins, City Planner/Interim City Manager
Department: Administration

Title: **Approval of a Resolution Authorizing the Interim City Manager to Execute a Five-Year Police Services Agreement (July 1, 2025 – June 30, 2030) with the Town of Los Gatos**

Recommendation(s):

Staff recommends that the City Council approve the draft resolution authorizing the Interim City Manager to execute a five-year police services agreement (July 1, 2025 – June 30, 2030) with the Town of Los Gatos.

Background Information:

The Town of Los Gatos has provided law enforcement services to the City of Monte Sereno since 1995. The current agreement, which was approved in 2015, will expire on June 30, 2025.

In October 2023, the City Council established the Police Services Ad Hoc Committee and appointed Mayor Craig and Council Member Mekechuk to the committee (Resolution 23-3893 Attachment 2). The purpose of the committee was as follows:

- Work with the City Manager to review the police requirements and needs of the City of Monte Sereno;
- Evaluate available providers for police services;
- Review the existing contract with the Town of Los Gatos; and
- Explore funding opportunities for police services,

That Ad Hoc Committee expired in October 2024 and the Council established a new Ad Hoc Committee with a revised purpose of working with the Interim City Manager to determine the police service needs of the City and appropriate terms for a new contract (Resolution 24-3917 Attachment 3). Mayor Craig and Council Member Mekechuk were appointed to this new Ad Hoc Committee, which expires on July 1, 2025.

The City Council discussed the proposed terms of the new agreement at a Special City Council meeting on April 1, 2025. Direction was provided to staff to review the base rate of the agreement considering the mutual benefit of the 20 Flock cameras that the Monte Sereno City Council approved and their annual cost. Additional direction was also provided to discuss the

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terms of the 'Critical Incident' provisions of the proposed agreement. Following is an update on the terms of these two items:

Agreement Base Rate
The proposed agreement sets the first-year base cost to $1,458,319 which was negotiated in early 2024. While this is a significant increase for Monte Sereno, over the current annual cost, it only recovers 92% of the Town of Los Gatos' costs for providing the services. In the draft agreement, Los Gatos has agreed to a base rate that does not recover their full costs given that Monte Sereno agreed to several other cost containment items including:

- Paying the annual operating cost of Flock cameras benefiting both agencies,
- Increased the maximum annual base cost escalator by an additional percentage point,
- Reduced threshold for billing Monte Sereno for critical incident services costs which are currently a cost to Los Gatos, and
- Transferring risk to Monte Sereno for certain areas that are currently risk exposure to Los Gatos.

Monte Sereno's annual cost of the Flock cameras has already been considered in the proposed base rate.

Critical Incident Services
The critical incident provisions are intended to provide assurance for Los Gatos that if an unusually time-consuming case were to occur in Monte Sereno, the City would share the cost of the investigation. The current threshold requiring payment from Monte Sereno is 900 hours and the previously discussed terms of the new agreement would have reduced this to 640 hours. However, due to concerns raised by the Council at the April 1, 2025 Special Meeting, the Town of Los Gatos has agreed to increase the threshold to 700 hours in the proposed agreement.

Analysis:

Several meetings have been held with the Monte Sereno staff, Town of Los Gatos staff, and the Ad Hoc Committee. Following are the main proposed changes to the existing agreement which will be reflected in a new agreement for services:

Term of the Agreement
The current agreement was for 10 years and is set to expire on June 30, 2025. The proposed agreement is for a five-year term with the option of a five-year extension.

Services Provided
The agreement lists the various law enforcement services that are provided including patrol hours, traffic enforcement investigations, 9-1-1 and dispatch services, records specialist services, etc. The main change proposed for these services is to the patrol services provided. The current agreement specifies that Monte Sereno will receive an average of 80 hours of patrol officer services a week. The proposed agreement states that sworn officer services commensurate with the coverage provide in Los Gatos will be provided in Monte Sereno.

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The purpose of this change in wording is to better describe the actual services received by Monte Sereno. Sworn officer services, which includes patrol hours, will be provided at the same levels they are provided in Los Gatos, which may change week to week based on the need. This change also emphasis the Police Department's practice of providing services to Los Gatos and Monte Sereno as if these were one jurisdiction.

Cost of Services – and annual increase

The current agreement started with an annual cost of $712,787 in 2015, which increased annually based on the U. S. Department of Labor, Bureau of Labor Statistics Employment Cost Index, and Benefit Index for State and Local Government Workers plus 2%, with a maximum of 6% annually. Based on the annual increases over the past 10 years, the current cost is $1,135,514 annually.

The Town's cost of providing police services has increased significantly over the past 10 years. Several unfunded state and federal mandates have required the Police Department to purchase additional equipment and additional reporting requirements for the Police Department which results in increased staff time. Additional law enforcement services have also been provided since the last agreement was approved which include the Concealed Carry Weapon Permits, new CAD technology for reporting and dispatch, purchase of drones, publication of the transparency website, training of therapy dogs, and de-escalation tools. The workers' compensation insurance and pension costs for Police Department employees has also increased significantly over the past 10 years.

The cost for services in the first year of the proposed agreement is $1,458,319. Annual increases will remain based on the same index plus 2%, but the maximum annual increase is proposed at 7%.

As a comparison, the following table shows the law enforcement services costs for other jurisdictions:

Jurisdiction	Population	FY 24/25 Police Budget
Town of Los Gatos	32,216	$22,021,478
Saratoga	29,607	$8,325,585
Los Altos Hills	8,189	$3,533,726
Portola Valley	4,204	$1,776,348

Use of Supplement Law Enforcement Service Funds

Monte Sereno receives $100,000 annually in Supplement Law Enforcement Service Funds from the state. The current agreement requires that Monte Sereno pass these funds to Los Gatos each year. The proposed agreement allows the two Councils to determine how the funds can be used each year. This will allow more flexibility to implement new technologies or additional services that may be desired for Monte Sereno.

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The proposed agreement also allows the use of the funds for the initial installation and set up costs for the Monte Sereno Flock cameras in the first year of the agreement.

Critical Incident Services
The current agreement requires Monte Sereno to reimburse Los Gatos for investigative costs for significant crimes that result in over 900 hour staff time in a year. Currently, Monte Sereno is required to reimburse the costs over 320 hours, but only when the total efforts exceed 900 hours.

This is intended to provide assurance for Los Gatos that if an unusually time-consuming case were to occur in Monte Sereno, the City would share the cost of the investigation. While this clause was added to the current agreement due to concern over a case that had occurred in in the early 2010s, such a large investigative case has not occurred since.

The draft agreement would modify this requirement so that Monte Sereno would reimburse the investigative costs when over 700 hours of staff time is spent by Los Gatos on a single incident or a series of related incidents. The requirement to reimburse the costs of over 320 hours would remain.

Emergency Operation Center (EOC) Usage Cap Removed
The Police Department maintains the Emergency Operation Center (EOC) for use by Los Gatos and Monte Sereno in the event of an emergency such as a severe storm, wildfire, or earthquake. Los Gatos maintains the EOC facility and infrastructure and will activate the EOC as needed based on the disaster. The current agreement allows Monte Sereno to use the EOC for 240 hours each year and requires reimbursement for additional use of the center.

The proposed agreement eliminates the 240 hour limit and does not require Monte Sereno to pay additional costs for the use of the EOC in the event of a disaster.

Indemnification
A section is added to the proposed agreement which states that Monte Sereno will indemnify Los Gatos for any loss or damage that occurs which is directly related to the action of Monte Sereno Council or staff arising out of the following activities:

- Police Department’s enforcement of the Monte Sereno Municipal Code where the primary basis for the claim was a defect in the Municipal Code which was outside the control of Los Gatos.
- Actions taken by Los Gatos staff where the claim was due to a condition solely due to Monte Sereno’s failure to comply with federal, state, or local laws.
- Vehicle tows which were conducted on the reliance on Monte Sereno’s Municipal Code or signage, except where the claim is based on negligence of the towing company or Police Department.
- Actions of law enforcement personnel at public or community meetings where the action was specifically directed by Monte Sereno Council or staff, except to the extent where such claim is based on the conduct of the law enforcement personnel.

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- Enforcement of permit conditions, except to the extent where such claim is based on the conduct of the law enforcement personnel.

Meet and Confer

A new section is proposed that would require Monte Sereno and Los Gatos to meet and confer in the event of a dispute between the two parties. The current agreement does not have this language and requires either party to take legal action if necessary to enforce the agreement.

The proposed agreement would require both parties to meet and confer as the first step in resolving a potential dispute. If that were not successful, the proposed agreement requires mediation as the next step in resolving any dispute. The final step would be a legal filing if the mediation were not successful.

Fiscal Impact:

Changes in the costs for police services will be incorporated in the proposed Fiscal Year 25/26 budget which is scheduled for the first review at the May 6, 2025 City Council meeting.

Public Noticing:

The City Council's agenda was posted at City Hall and the agenda and this report was posted on the City's website.

Attachments:

1. Resolution 23-3893 Establishing the Police Services Agreement Ad Hoc Committee
2. Resolution 24-3917 Establishing the Police Services Agreement Ad Hoc Committee
3. Draft Resolution - Agreement for Law Enforcement Services

SARATOGA CITY COUNCIL SPECIAL MEETING

APRIL 27, 2026

Public Participation Information
In accordance with Saratoga City Council's Remote Public Participation Policy, members of the public may participate in this meeting in person at the locations listed below or via remote attendance (if applicable) using the Zoom information below. In the event remote participation technology is unexpectedly unavailable, the meeting will proceed in person without remote participation.

Members of the public can view and participate in the **4:30 p.m. Closed Session** by:
1. Attending the meeting in person at:
   - City Hall Linda Callon Conference Room, located at 13777 Fruitvale Avenue, Saratoga CA 95070 **OR**
2. Accessing the meeting through Zoom:
   - Webinar URL: https://us02web.zoom.us/j/89527052458
   - Webinar ID 895 2705 2458 **OR**
   - Call In: 1.408.638.0968 or 1.669.900.6833 (*6 to unmute; *9 to raise hand)

Members of the public can view and participate in the **5:30 p.m. Special Meeting** by:
1. Attending the meeting in person at:
   - City Hall Linda Callon Conference Room, located at 13777 Fruitvale Avenue, Saratoga CA 95070 **OR**
2. Accessing the meeting through Zoom:
   - Webinar URL: https://us02web.zoom.us/j/89201627048
   - Webinar ID 892 0162 7048 **OR**
   - Call In: 1.408.638.0968 or 1.669.900.6833 (*6 to unmute; *9 to raise hand)

Written Communication
Comments can be submitted in writing via the Council Comments Form. Written communications will be provided to the members of the City Council and included in the Agenda Packet and/or in supplemental meeting materials.

Public Comment
Members of the public may comment on any item for up to three (3) minutes. The amount of time for public comment may be reduced by the Mayor or by action of the City Council. Public Comment will begin with speakers attending in-person first followed by those attending via Zoom.

Meeting Recording Information
In accordance with the Saratoga City Council's Meeting Recording Policy, City Council Study Sessions, Joint Meetings, Joint Sessions, Commission Interviews, Retreats, meetings with the Planning Commission, and Regular Session Meetings are recorded and made available following the meeting on the City website.

Attachment 2

4:30 PM CLOSED SESSION

City Hall, Linda Callon Conference Room | 13777 Fruitvale Avenue, Saratoga, CA 95070

CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION
Initiation of litigation pursuant to Government Code 54956.9(d)(4): (1 case)

5:30 PM SPECIAL MEETING

City Hall, Linda Callon Conference Room | 13777 Fruitvale Avenue, Saratoga, CA 95070

ROLL CALL

REPORT ON POSTING OF THE AGENDA
The agenda for this meeting was properly posted on April 26, 2026.

AGENDA ITEM

Saratoga Law Enforcement Options
Recommended Action:
Provide staff with further direction on Council priorities for law enforcement services in Saratoga.
Staff Report
Attachment A - Sheriff's Office Current Contract
Attachment B - Sheriff's December 2025 Public Safety Report
Attachment C - December 31, 2025 Sheriff's Proposed Contract
Attachment D - April 13, 2026 Sheriff's Proposed Contract
Attachment E - Los Gatos Preliminary Proposal

ADJOURNMENT

CERTIFICATE OF POSTING OF THE AGENDA, DISTRIBUTION OF THE AGENDA PACKET, COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

I, Britt Avrit, City Clerk for the City of Saratoga, declare that the foregoing agenda for the meeting of the City Council was posted and available for review on April 26, 2026 at the City of Saratoga, 13777 Fruitvale Avenue, Saratoga, California and on the City's website at www.saratoga.ca.us.

Signed 26th day of April 2026 at Saratoga, California.

Britt Avrit, City Clerk

In accordance with the Ralph M. Brown Act, copies of the staff reports and other materials provided to the City Council by City staff in connection with this agenda, copies of materials distributed to the City Council concurrently with the posting of the agenda, and materials distributed to the City Council by staff after the posting of the agenda are available on the City website at www.saratoga.ca.us and are available for review in the office of the City Clerk at 13777 Fruitvale Avenue, Saratoga, California.

In compliance with the Americans with Disabilities Act and the Governor's Executive Order, if you need assistance to participate in this meeting, please contact the City Clerk at bavrit@saratoga.ca.us or calling 408.868.1216 as soon as possible before the meeting. The City will use its best efforts to provide reasonable accommodations to provide as much accessibility as possible while also maintaining public safety. [28 CFR 35.102-35.104 ADA title II]

SARATOGA CITY COUNCIL

MEETING DATE: April 27, 2026

DEPARTMENT: City Manager's Department

PREPARED BY: Leslie Arroyo, Acting City Manager
Ryan Hinchman, Administrative Services Director

SUBJECT: Saratoga Law Enforcement Options

RECOMMENDED ACTION:

Provide staff with further direction on Council priorities for law enforcement services in Saratoga.

BACKGROUND:

The City of Saratoga has contracted with Santa Clara County for law enforcement services since shortly after incorporation in October 1956. Since then, service levels have broadened and become more comprehensive to meet the needs of the City. Each year, Council has established service levels, either increasing, decreasing, or maintaining general law enforcement hours, patrol hours, investigative hours, and funding a School Resource Officer as revenues allow.

Under the current contract (Attachment A), the Sheriff's Office provides the following services through an hour allocation (20,600 hours) for $9 million in FY 2025-26:

- Law enforcement services
- Supplemental services
- Supplemental reserve services
- Booking and processing services
- Communication services

Annual contract increases are limited to the lesser of (a) the percentage increase in total compensation and annual PERS cost increase, or (b) annual CPI/W plus 2% and annual PERS cost increase. Saratoga pays a portion of the lease cost for the West Valley substation, which increases by 2.5% annually. Yearly controllable operating costs are capped at 5%.

One of the supplemental services in the current contract is the School Resource Officer with the Sheriff's Office. The current contract expires on June 30, 2026, and City staff have been in conversations with the school districts to determine the appropriate contributions from the City moving forward. Currently, the City contributes 70% of the cost for school resource officers.

CONTRACT NEGOTIATIONS TIMELINE:

1. **June 5, 2024** – City Council authorized the City Manager to provide written notice of renewal to Santa Clara County for Law Enforcement Services from July 1, 2024, through July 1, 2026.
2. **June 2025** - City staff began holding discussions with the Sheriff's Office regarding the 2026 contract expiration.
3. **December 31, 2025** – the City received a proposal with an increase of about $2.9 million or 33% (Attachment C), while earlier discussions had indicated a potential cost increase closer to 20 percent.
4. **Early January 2026** - City staff met with the Sheriff's office to review the new proposed cost methodology, which substantially increases charges for overhead and investigative services.
5. **January 21, 2026** - the City Council appointed Mayor Chuck Page to serve on an Ad Hoc Committee with representatives from the City Councils of Cupertino, Los Altos Hills, and Saratoga to jointly review the Sheriff's proposal.
6. **February 2, 2026** - the Ad Hoc Committee began meeting weekly.
7. **April 13, 2026**, the Sheriff's Office provided a revised proposal after refining overhead costs, reducing the total from $11.9 million to $11.6 million (Attachment D).

DISCUSSION:

The Sheriff's Office April 13 proposal reflects a $2.6 million (29%) increase from the current contract. Although the cost decreased slightly compared to the December proposal, the April contract increase cannot be absorbed within the City's existing General Fund resources without significant trade-offs and long-term risk.

As discussed at the April 15, 2026, City Council meeting, to balance the FY 2026-27 budget and retain current Sheriff's Office service levels under the proposed contract, the City will need to sharply reduce General Fund contributions to capital projects, lower discretionary additional pension payments, implement operating reductions that may affect customer service levels over time, and rely on one-time reserves. These actions shift costs into future years, increasing future capital and pension obligations and accelerating the drawdown of General Fund reserves, which are projected to be depleted in about three years absent substantial expenditure reductions, new revenues, or both. As a result, the proposed Sheriff's Office contract materially worsens the City's structural deficit and necessitates consideration of alternative service models and additional revenue strategies to maintain long-term fiscal stability.

POTENTIAL SERVICE ALTERNATIVE:

City staff met with Los Gatos staff to discuss the potential feasibility of the Town of Los Gatos delivering law enforcement services to the City of Saratoga. On March 30, 2026, the Town of Los Gatos provided a preliminary proposal (Attachment E) for Law Enforcement Services, which is based on a service-level partnership rather than an hours-based billing model. Under the proposal, Saratoga would receive law enforcement services comparable to what Los Gatos provides to itself and Monte Sereno, including patrol, traffic enforcement, investigations, communications and dispatch, records support, evidence storage, administrative support, specialty resources (Canines, School Resource Officer, and Tactical Teams), community outreach and engagement, and emergency operations support.

Based on the work completed to date and subject to mutual approval of both Councils, Los Gatos currently anticipates it could provide services beginning July 1, 2027, for approximately $9.5 million in the first year. Final pricing, scope, and contract terms remain to be developed. Los Gatos has retained Meliora Public Safety Consulting to analyze its departmental costs and make recommendations on those points.

The Los Gatos proposal is in the early stages, so comparable data between the two proposals is limited.

The table below shows average response times reported by each agency for FY 2024-25 in minutes:

	Los Gatos Police	SCC Sheriff
Priority I	4.22	8.28
Priority II	6.28	6.49
Priority III	6.59	6.44

NEXT STEPS:
Staff is seeking direction on:

- Continue with the Sheriff
- Negotiate reduced service levels
- Pursue a transition to Los Gatos

ATTACHMENTS:

Attachment A – Sheriff's Office Current Contract
Attachment B – Sheriff's December 2025 Public Safety Report
Attachment C – December 31, 2025 Sheriff's Proposed Contract
Attachment D – April 13, 2026 Sheriff's Proposed Contract
Attachment E – Los Gatos Preliminary Proposal

2055394.1

Law Enforcement Contract – City of Saratoga

FISCAL YEAR 2025-2026 PROPOSED COSTS

County of Santa Clara
OFFICE OF THE SHERIFF | 55 WEST YOUNGER AVENUE, SAN JOSE, CA 95110

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The Sheriff's Office

Currently, The Sheriff's Office currently has 1,891.5 employees. Of those employees, 1,322 are sworn law enforcement officers and 569 are non-sworn, professional staff who provide support to the entire operation. In addition to the full-time badge staff, the Sheriff's Office has numerous Reserve Deputies Sheriff. The Sheriff's Office is divided into 4 major bureaus: Administrative Services, Enforcement, Custody, and Support Services.

I. Administrative Services

The Administrative Services bureau is comprised of the following divisions:

Budget Management and Accounting (Fiscal) Division – Performs a number of critical back-end services for the citizens of the County of Santa Clara in addition to providing support services directly to the Santa Clara County Sheriff's Office. As part of the Administrative Services Bureau, Fiscal is responsible for Budget Management, Cost Accounting and overall Fiscal Services.

Personnel, Backgrounds and Reserves Division – Responsible for the overall management of department personnel practices including recruitment/selection activities and employment background investigations, on-boarding procedures for badge and civilian staffs, employee relation activities including managing employee performance evaluation, and administration of leaves, injury and return-to-work program.

Information Systems Division – Manages the operation of multiple systems in the Sheriff's Office and other neighboring counties in the South Bay region. The division provides support for desktops, laptops, and other specialized equipment to about 2,000 internal users throughout the agency and support for regional Law Enforcement Telecommunications System (SLETS) and California Law Enforcement Telecommunication Systems (CLETS) to over 3,200 users from local, state, and federal law enforcement agencies. In addition, the division also provides support for networking, databases, infrastructure, applications, software development, and security systems that are unique to law enforcement and custody agencies.

Legislative, Contracts and Analysis Division – Responsible for the creation and management of contracts, grants and legislative files for Board and Committee meetings.

Sheriff's Identification Unit – Responsible for providing accurate, timely and complete fingerprint comparison and identification services to law enforcement agencies across Santa Clara County.

II. Enforcement

The Enforcement bureau is comprised of the following divisions:

Headquarters Patrol

Headquarters Patrol provides 24-hour uniformed law enforcement patrol services for most county buildings and all Central, East, and South unincorporated areas of Santa Clara County. The unincorporated areas of the Mount Hamilton Range, including Mount Hamilton, San Antonio Valley, Isabel Valley, San Felipe Valley, and Hall's Valley, are patrolled from this station. The unincorporated south county communities of San Martin, Rucker, and Uvas Canyon as well as the unincorporated areas surrounding Morgan Hill and Gilroy are patrolled by units from the South County Station.

The Sheriff's Office is also responsible for the Parks Patrol Unit that provides law enforcement services for the 27 parks and lakes managed by the Santa Clara County Parks Department. Also, the Rural Crimes Unit was formed in 1992 and specializes in crimes associated with rural farming businesses.

West Valley Patrol

The West Valley (WV) Patrol Division of the Sheriff's Office proudly serves the Cities of Saratoga, Cupertino, Town of Los Altos Hills, as well as the Western Unincorporated areas of the county from Summit Road to Moffett Field. The WV Patrol Division is committed to providing progressive law enforcement services and maintaining healthy community partnerships. Deputies are routinely involved in community events across all cities. There are 83 sworn positions and 7 professional support staff assigned to the West Valley Patrol Division. Deputies provide a full range of law enforcement responsibilities to include Patrol, Traffic Enforcement, Investigative Services, School Resource Officers, Neighborhood Resource Officers, K-9 Services, and Special Enforcement assignments.

The Division employs modern strategies such as community-oriented policing, predictive policing, as well as innovative and progressive initiatives geared toward enhancing the quality-of-life measures. A full-time analyst works directly with patrol deputies and detectives to identify crime trends. Deputies perform daily enforcement duties with the goal of making neighborhoods safe by bringing criminals to justice. The Division is managed by Captain Neil Valenzuela, who works closely with each city and the various communities.

Transit Patrol

The Sheriff Transit Patrol Division provides contracted supplemental general law enforcement services for the Valley Transportation Authority (VTA) with the primary goal of safety for VTA patrons, employees, and the security of VTA vehicles and properties. VTA's mass transit system of bus and light rail operations includes a 346 square mile service area that extends through 15 municipalities and unincorporated Santa Clara County. Law Enforcement responsibilities in the Sheriff Transit Patrol Division include 24-hour uniformed patrol, explosives detection K-9s, motorcycle patrol, bicycle patrol, detectives, and a special team focused on transit-related crime suppression.

The Sheriff's Office Transit Patrol Division also provides supplemental law enforcement services for Valley Transportation Authority property and assets located at the Milpitas BART Station.

Investigative Services

The Investigative Services Division operates out of three primary locations: Headquarters, West Valley Station, and South County Station. To accomplish the mission of the Investigative Services Division, investigators are trained for general investigation and receive additional training for specific areas of expertise. In order to ensure that each crime is properly investigated by a detective with skill and experience, the units are each dedicated to a particular type of crime.

Court Security

The Court Security Division provides security to the eight State of California Superior Courts located within Santa Clara County on a contract basis. The number of sworn and professional staff assigned to the Court Security Contract ranges from 125 to 212.

There are many specialized assignments within the Court Security Division to include Judicial/Dignitary Protection, Felony and Misdemeanor Court Trial Bailiffs, Risk Assessment Unit, CIT trained Dual Diagnosis Court Bailiffs, Juvenile Dependency Bailiffs, Juvenile Court Bailiffs Holding Cell Operations and Court Movement Deputies.

More than 1,250,000 people pass through our security screening stations each year. Deputies and Sheriff's Technicians operate security screening stations at the entrance of each court facility. Their primary job is to ensure no illegal or dangerous items enter a court facility.

III. Custody

The Santa Clara County Sheriff's Office Custody Division is the fifth largest jail system in California and among the 20 largest systems in the United States. Our jail facilities are among the 100 largest custody systems nationwide, with an inmate population of more than 1,000. The average daily population for the Santa Clara County Correctional facilities was approximately 2,994 inmates a day at the end of April 2024. Approximately 32,000 arrestees are booked annually, with an average length of stay of about 295 days.

The Custody Bureau consists of several divisions: Main Jail Facility, Elmwood Correctional Facility, Custody Administrative Services, Jail Reforms, Support Services, and Compliance.

IV. Support Services

Support Services are comprised of the following services:

Training & Professional Development Division

The Training and Professional Development Division supports the professional growth and development of Sheriff's Office personnel. The division provides innovative and relevant law enforcement training utilizing contemporary instructional concepts that support a learner-centered focus on learning for our personnel's entry-level and continuing education. The division offers state-of-the-art training for the Law Enforcement and Custody Bureaus through a multifaceted but distinct group of training programs, including:

- Santa Clara County Justice Training Center
- In-Service Training
- Entry Training Programs
- Body-Worn Camera (BWC) Program
- Regional Firearms Training Facility
- Regional Driver Training Center
- Advanced Officer Training

The Training and Professional Development Division is responsible for all training related to sworn staff, including entry-level academy training for Enforcement and Custody deputies, field training and on-the-job training, continuing education and perishable skills training, firearms and de-escalation training, and advanced officer training programs.

Sworn and professional staff comprise the Training and Professional Development Division to provide instruction; manage, facilitate, track, and schedule training; develop and certify contemporary training curriculum; facilitate and supervise training programs and academies; and collect and report training compliance, both internally and to governing bodies, including the California Commission on Peace Officer Standards and Training (POST) and the California Board of State and Community Corrections (STC). Additional staff, including extra-help instructors and personnel from other divisions through collateral assignments, provide quality instruction as subject matter experts for the academy and in-service training programs.

Special Operations

The Special Operations Division encompasses the Special Teams, Mutual Aid Coordinator, Air Support Unit, Intelligence Unit, Covert Investigations Unit (CIU), Fugitive Apprehension & Surveillance Team (FAST), Civil Enforcement Unit, and Civil Support Unit.

Valley Medical Center Security

Valley Medical Center Security division provides oversight of all security and law enforcement services for Santa Clara County Health System (SCC Health System), 24-hours a day, 7-days per week. SCC Health System comprises Valley Medical Center Hospital and Clinics, O'Connor Hospital, St. Louise Regional Hospital, DePaul Health Center, and numerous Valley Health Centers. SCC System employs approximately 10,000 employees, two-thirds of which are assigned to the Valley Medical Campus.

Stanford University

Stanford University division provides oversight and operational authority to Stanford Department of Public Safety through direct supervision of the assigned Captain. The Sheriff's Captain acts at the direction of the Sheriff in policy matters. The Sheriff's Captain will coordinate cases involving death and serious felonies to ensure coordination and control with the Sheriff's Office. The assigned Captain further reviews policy and procedures to safeguard adherence to the standards set by the Sheriff.

Records

The Records Division is the repository and the Custodian of Record for all records of the Sheriff's Office. The division is responsible for reviewing all crime reports for mandated statistical Uniform Crime Reporting (UCR) to the State Department of Justice.

Organizational Chart



Office of the Sheriff
Organizational Chart
April 15, 2025

Robert Jonsen
Sheriff

Dalia Rodriguez
Undersheriff

Brooks Jarosz
Senior Communication Officer

Deputy Felicia Segura
Public Information Officer

Thuyet Dang
Director of Administrative Services

- **Personnel/Backgrounds**
  Captain Jeffrey Puente
  Lt. Tyler Fernandes
- **Information Technology**
  Cindy Chen, Principal IT Manager
  Maroun Akiel, IT Manager
  Aman Bhella, IT Manager
- **Budget Management & Accounting**
  Paul Phan, FASM
  Kevin Zing, Dept. Fiscal Mgr.
  Martin Coronel, Program Manager II
- **Identification Unit**
  Alicia Rairden, SIU Director
  Elizabeth Lacey,
  Latent Fingerprint Examiner Sup.

Adam Oberdorfer
Assistant Sheriff
Law Enforcement

- **Investigative Services**
  Captain Sugey Jaimez
  Lt. Edward Munoz
  Lt. Steven Hernandez
- **Headquarters Patrol**
  Captain James Helms
  Lt. Brett Moore
  Lt. Tiffany Poyadue
  Lt. Dustin Davis
  Lt. Richard Alanis
- **West Valley Patrol**
  Captain Neil Valenzuela
  Lt. Shawn Flores
  Lt. Jason Vega
  Lt. Gerardo Quintana
- **Transit Patrol**
  Captain Jose Cardoza
  Lt. Jeffrey Taylor
- **Special Enforcement**
  Captain Jonathan Stream
  Lt. Joseph Piazza
  Lt. Kevin Weekes

Ricardo Urena
Assistant Sheriff
Law Enforcement Support Services

- **Stanford University**
  Captain Frank Zacharisen
- **Court Security**
  Captain Daniel Rodriguez
  Lt. Ramon Marquez
- **Protective Services**
  Captain Jason Brown
  Lt. Richard Glennon
- **Training and Professional Development**
  Captain Brendan Omori
  Lt. Kelvin Mah
  Lt. Ryan McGuire

Michelle Asban
Assistant Sheriff
Custody Operations

- **Main Jail**
  Captain Gurpreet Gill
  Lt. Herbie Dela Cruz
  Lt. Andres Gonzalez
  Lt. Bryan Peretti
  Lt. Juan Sevillano
  Lt. Michael Fortino
- **Elmwood**
  Captain Rita Roland
  Lt. Adam Valle
  Lt. Katia Staden
  Lt. Brent Nishijima
  Lt. Andrew Aguilar
  Lt. Theodore Shelton
  Lt. Victoria Solis
- **Administrative Services**
  Captain Maria Rocha
  Lt. Jose Quintero
  Lt. Marlene Golino
- Danielle Kawash
  Wellness Coordinator
  Program Manager II

Thomas Duran
Assistant Sheriff
Custody Support Services

- **Support Services**
  Captain Christopher Grumbos
  Lt. Brooks Lopez
- **Restorative Services**
  Dr. Holly Child,
  Restorative Svcs. Director
  Lt. Ruth Cote
  Reilly Johnson,
  Incacerated Rehabilitation Manager
- **Professional Standards & Compliance**
  Captain Antonio Fernandes
  Lt. Joseph Nguyen
  Lt. Shannon Catalano
  Lt. Benjamin Hemeon
- **Records & Admin. Booking**
  Michelle Covarrubias,
  Program Manager III
  Sandra Pacheco, Records Manager

Law Enforcement Contract – Background

I. SERVICES

City of Cupertino, City of Saratoga, and Town of Los Altos Hills entered into an agreement with the County of Santa Clara, Sheriff's Office for the following law enforcement services:

A. **Law Enforcement Services** - include patrol of established beats, responses to emergency calls, investigative services and other law enforcement services.
B. **Supplemental Services** – as requested by the City which may include traffic law enforcement beyond the basic services, crime prevention patrols, and other law enforcement services that are acceptable of being scheduled and within the capability of the Sheriff to provide.
C. **Supplemental Reserve Services** – services provided by reserve sheriff deputies such as transportation of arrestees from the arrest location to the appropriate jail facility and additional services as requested by City and approved by the Sheriff's Office.
D. **Booking and Processing Services** – include booking and processing services to those arrested persons within the corporate limits of City and who are brought to County jail for booking or detention.
E. **Communication Services** – emergency communication services in support of the Sheriff's Office and City's operations. Services include 24 hour per day 9-1-1 telephone answering and radio dispatching of Sheriff's personnel.

II. COMPENSATION

Law Enforcement Services

FY 2024-2025 base rate. Annual increase limited to the lesser of (a) percentage increase in total compensation and annual PERS cost increase or (b) annual CPI/W plus 2% and annual PERS cost increase.

Supplemental/Reserve Services

a. **Primary Rate** – average full cost of a single Deputy with patrol vehicle
b. **Supplemental Day Rate** – cost of a single Deputy with patrol vehicle during periods when the night shift differential salary increment is not payable
c. **Supplemental Night Rate** – cost of a single Deputy with patrol vehicle during periods when the night shift differential salary increment is payable
d. **Supplemental Reserve Rate** – cost of two Reserve Deputy Sheriff with patrol vehicle
e. **Investigative Service Rate** – average full cost per hour of an investigator's time.

Base Rent and Operating Costs of Westside Substation

The cities' share of the base rent and operating cost will be based upon the lease agreement between the County and Dollinger Properties, LLC. The monthly base rent will increase 2.5% each year. The cities shall be responsible for the base rent increase and any increase in operating expenses and real estate taxes allocated to the building to the extent that such expenses exceed costs incurred in the FY2023-2024 base year. Yearly controllable operating costs shall be capped at 5%. The cities' share of the operating cost and base rent will be a prorated amount based upon the actual billable hours as indicated in the COPANA reports.

III. TERM OF AGREEMENT – July 1, 2024 to July 1, 2026.

The agreement may be terminated without cause upon giving 180 days written notice of such termination to the other party.

IV. ANNUAL CONTRACT USAGE HISTORY

Saratoga	FY17-18	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25
Services								
General Law Enforcement Hours	20,060.0	20,060.0	20,060.0	20,060.0	20,060.0	20,060.0	20,060	20,060
Traffic Enforcement – Days - Hours	4,195.4	4,195.4	4,195.4	4,195.4	4,195.4	4,195.4	4,195	4,195
Investigative Hours	2,400.0	2,400.0	2,400.0	2,400.0	2,400.0	2,400.0	2,400	2,400
Reserve Activity Hours	340.0	340.0	340.0	340.0	340.0	340.0	68.0	68.0
Special Services – Traffic Sergeant	-	-	-	-	-	-	-	-
School Resources Officer	$100,000	$100,000	$100,000	$100,000	$251,445	$270,850	$317,332	$317,332
Projected Costs	**$5,420,767**	**$5,680,745**	**$6,057,371**	**$6,417,203**	**$6,841,990**	**$7,353,054**	**$7,812,199**	**$8,478,103**
Actual Costs	**$5,200,757**	**$5,678,842**	**$5,958,047**	**$6,406,882**	**$6,592,878**	**$7,124,047**	**$7,459,927**	

Benefits to Cities of Contracting for Services



Contracting for police services may help a community enhance its level and quality of service delivered, providing an array of services that can be revised as needs change and at a cost less than that for supporting an independent law-enforcement organization.

Cost Savings

Communities may contract for police services for many reasons, most of which are related to resources. Contracting for police services most often resulted in significant cost savings. Savings may result from reducing administrative and command staff positions with consolidation, pooling of resources, and lower capital costs. Contracting may also provide economies of scale, as larger organizations may be more efficient and provide services at lower cost than smaller ones.

Enhanced Quality and Level of Service

Since the policing system is highly fragmented and leads to a significant duplication of local services that consolidation through contracting can mitigate, a city contracting for services may find it can provide equivalent services with fewer staff than in a stand-alone entity. A city may, for example, provide capacity for rare events that far exceeds its true needs. By contracting with a larger agency with specialized capabilities as needed, a city can better focus its resources on base law-enforcement services.

Contracting for police services may provide an opportunity to enhance both the level and quality of service delivered. By contracting, a community can receive not only the benefits of the contract deputies assigned to it, but also has access to more specialized areas such as investigations, forensics, crime-analysis services of the Sheriff's Office and much more. The breadth and experience in the Sheriff's Office far exceed those in smaller cities' police departments.

Efficient Use of Staffing Resources

Contracting can make more efficient use of staffing resources, especially in communities with local law-enforcement agencies governed by minimum staffing levels. Such levels may be defined by collective bargaining but more often are driven by policy and practice. Such levels assume departments are autonomous and cannot rely on nearby agencies for resources. This may lead to communities setting staffing levels at an unnecessarily high level. The Sheriff's Office has resources in the other areas, which allows basic staffing level for the city to be at a lower level but backup and supervision from others can provide additional resources when needed.

Local Public Safety Budget and Statistics

County of Santa Clara, Office of the Sheriff Average Cost Per Resident for Police Services and Percent of City Budget Allocated to Law Enforcement Services

2024-2025 Police Operating Budgets

#	City	Land Area in Square Miles (1)	Population/ Square Mile	Population (1)	Police Budget	Budget per Capita	Total City Budget	Percent of City Budget
1	Saratoga (2)	12.8	2,313	29,607	$8,478,103	$286	$30,582,753	27.7%
2	Cupertino (2)	11.3	5,069	57,285	$17,898,214	$312	$90,041,794	19.9%
3	Los Altos Hills (2)	9.0	910	8,189	$2,655,828	$324	$19,342,843	13.7%
4	Monte Sereno (3)	1.6	2,162	3,459	$1,235,514	$310	$4,692,719	26.3%
5	Milpitas	13.5	5,727	77,321	$45,896,038	$594	$138,185,397	41.0%
6	Morgan Hill	12.9	3,448	44,478	$24,971,586	$561	$62,533,138	39.9%
7	Gilroy	16.5	3,530	58,250	$32,233,821	$553	$72,754,698	44.3%
8	Los Altos	6.5	4,614	29,990	$25,925,267	$864	$55,413,284	46.8%
9	Campbell	6.1	6,836	41,700	$24,351,109	$584	$68,719,281	35.4%
10	San Jose	178.3	5,438	969,655	$574,241,904	$592	$2,130,127,112	27%
11	Los Gatos	11.6	2,777	32,216	$22,021,478	$684	$57,225,743	38.5%
12	Sunnyvale (4)	22.1	6,876	151,967	$103,780,797	$683	$362,279,562	28.6%
13	Mountain View	12.0	6,815	81,785	$54,425,946	$665	$182,844,154	29.8%
14	Palo Alto	24.1	2,734	65,882	$55,811,660	$847	$306,893,000	18.2%
15	Santa Clara	18.3	7,162	131,062	$90,185,180	$688	$287,458,968	31.4%
Incorporated Cities		**357**	**4,994**	**1,782,846**				
Unincorporated Areas		**934**	**101**	**94,746**				
County Total		**1,291**	**1,451**	**1,877,592**				

[1] US Census estimates on 4/3/25 at http://www.census.gov/quickfacts
[2] Law enforcement services in Cupertino, Los Altos Hills, and Saratoga are provided under contract by the Santa Clara County Sheriff's Office.
[3] Monte Sereno's contract for police services is for 105 hours per week only. The police budget noted above is the flat rate for 105 hours.
[4] The City of Sunnyvale includes both police and fire protection costs in the department's public safety budget.

Annual Crime Rate

Name	FY 2025 Public Safety Budget*	Budget per Capita	Population	Number of Annual Crimes[1]			Crime Rate[1] (per 1,000 residents)		
				Violent	Property	Total	Violent	Property	Total
Monte Sereno[3]	$1,235,514	$310	3,459	4	33	**37**	1.16	9.54	**10.70**
Saratoga[2]	$8,478,103	$286	29,607	18	181	**199**	0.61	6.11	**6.72**
Los Altos Hills[2]	$2,655,828	$324	8,189	7	77	**84**	0.85	9.40	**10.26**
Los Altos	$25,925,267	$864	29,990	27	311	**338**	0.90	10.37	**11.27**
Los Gatos	$22,021,478	$684	32,216	45	544	**589**	1.40	16.89	**18.28**
Cupertino[2]	$17,898,214	$312	57,285	59	692	**751**	1.03	12.08	**13.11**
Morgan Hill	$24,971,586	$561	44,478	111	491	**602**	2.50	11.04	**13.53**
Sunnyvale[4]	$103,780,797	$683	151,967	377	2,920	**3,297**	2.48	19.21	**21.70**
Santa Clara	$90,185,180	$688	131,062	264	3,701	**3,965**	2.01	28.24	**30.25**
Milpitas	$45,896,038	$594	77,321	246	2,593	**2,839**	3.18	33.54	**36.72**
San Jose	$574,241,904	$592	969,655	4,861	19,259	**24,120**	5.01	19.86	**24.87**
Mountain View	$54,425,946	$665	81,785	204	50	**254**	2.49	0.61	**3.11**
Palo Alto City	$55,811,660	$847	65,882	135	1,820	**1,955**	2.05	27.63	**29.67**
Gilroy	$32,233,821	$553	58,250	309	1,688	**1,997**	5.30	28.98	**34.28**
Campbell	$24,351,109	$584	41,700	152	1,142	**1,294**	3.65	27.39	**31.03**
California			38,965,193	**199,838**	**888,840**	**1,088,678**	**5.13**	**22.81**	**27.94**
United States			**334,914,895**	**6,419,060**	**13,637,450**	**20,056,510**	**19.17**	**40.72**	**59.89**

[1] Source from OpenJustice, Crimes & Clearance for 2023, https://openjustice.doj.ca.gov/exploration/crime-statistics/crimes-clearance
[2] Law enforcement services in Cupertino, Los Altos Hills, and Saratoga are provided under contract by the Santa Clara County Sheriff's Office.
[3] Monte Sereno's contract for police services is for 105 hours per week only. The police budget noted above is the flat rate for 105 hours.
[4] The City of Sunnyvale includes both police and fire protection costs in the department's public safety budget.
[5] Data for US from https://ncvs.bjs.ojp.gov/multi-year-trends/crimeType

Contract Costing Model

The Sheriff's Office (SO), Fiscal Division annually develops a cost estimate for the contracting cities based upon the Contract Costing Model. The model has been developed in-house and takes into account a variety of cost factors, which are updated annually. It is important to note that not all cost factors in use within the costing model are developed by the SO. Some of the cost factors are dictated by other County departments to the SO, and the cost is just passed along to the contracting agencies. The following points outline the overall approach utilized to calculate the baseline estimates for the contracted cities.

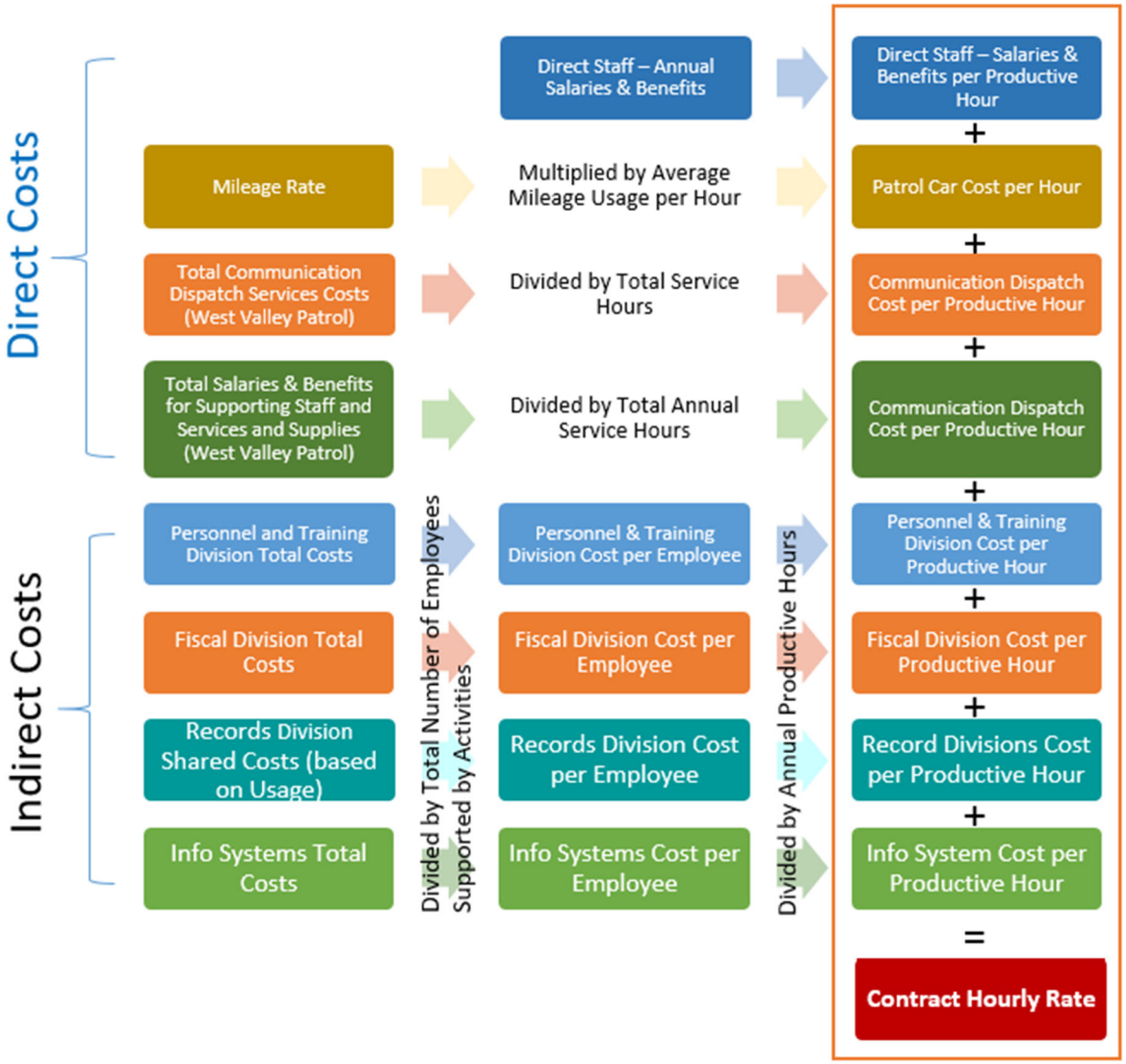
1. **Salaries and Benefits** – based on Countywide salary table, applicable benefit rates developed by County Office of Budget and Analysis, and annual salary increases and allowances specified by labor agreements.

   The salaries and benefits section of the contract is where the costs are captured for not only the direct staff that are assigned to each city, but also the regional and shared staff among the contracted cities.

2. **Services and Supplies –** the direct services and supplies include the projected expenditures for any supplies, materials, or services associated with the direct or shared staff.
3. **Indirect Costs**
   For all services provided, there are direct costs associated (salaries, benefits, services, and supplies) and indirect costs such as training, countywide support, divisional overhead, and departmental overhead. To truly capture the full cost of any service, both direct and indirect cost components must be captured. SO captures all indirect costs associated with the provision of its law enforcement services.

   - Overhead is calculated on a per position and is developed by taking the costs associated with those services that primarily provide support to the entire SO. The overhead calculation consists of the Personnel and Training Division, Information Systems Division, Records and Fiscal Division. For each of these areas, the cost per employee is generated by estimating the total administrative costs related to these activities and divided it by the total number of employees that are supported by those activities. The costs are then allocated to the division providing contract services based on number of staff assigned to the contract services or annual percentage of time spent on the activities (Records) . The total costs for these divisions included the applicable division's share of the Countywide overhead.

Cost Calculation Methodology



Fiscal Year 2025-2026 Proposed Hours

Proposed Hours

Fiscal Year 2025-2026

	Cupertino	Los Altos Hills	Saratoga	Unincorporated Areas	Total
General Law Enforcement Services (Primary Rate)					
Proposed Hours	41,881	5,421	20,060	14,696	82,058
Supplemental Services - Traffic Enforcement - Day					
Proposed Hours - Enforcement Vehicle - Deputy Sheriff	1,803	-	-	-	1,803
Proposed Hours - Motorcycle - Deputy Sheriff	5,447	1,860	4,195	-	11,502
Total Proposed Hours	7,250	1,860	4,195	-	13,305
Investigative Services					
Proposed Hours	5,100	750	2,400	-	8,250
Supplemental Reserve Services					
Proposed Hours	200	22	68	-	290
Total Proposed Hours	**54,431**	**8,053**	**26,723**	**14,696**	103,903
Traffic Sergeant					
Number of Traffic Sergeant	1	-	-	-	
School Resources Officer					
Number of SRO	2	-	1	-	

Fiscal Year 2025-2026 Summary of Proposed Costs

PROPOSED CONTRACT COSTS

Fiscal Year 2025-2026

	Cupertino	Los Altos Hills	Saratoga	Unincorporated Areas
General Law Enforcement Services				
Proposed Costs	$13,545,572	$1,753,314	$6,488,006	$4,753,127
Supplemental Services - Traffic Enforcement - Day				
Proposed Costs	$2,323,843	$596,026	$1,344,736	$0
Investigative Services				
Proposed Costs	$1,447,329	$212,843	$681,096	$0
Supplemental Reserve Services				
Proposed Costs	$15,400	$1,694	$5,236	$0
Traffic Sergeant				
Proposed Costs	$586,677	$0	$0	$0
School Resources Officer				
Proposed Costs (Cupertino - 1 SRO @ 85% and 1 SRO @ 75%; Saratoga - 1 SRO @ 70%)	$776,175	$0	$339,576	$0
Operating Costs Of West Valley Substation				
Proposed Costs	$279,769	$41,389	$137,355	$75,536
Overtime	$0	$150,000	$0	$0
Total Proposed Contract Costs	**$18,974,765**	**$2,755,266**	**$8,996,005**	**$4,828,663**
Total Capped Costs *	$18,922,370	$2,763,641	$8,982,245	$4,856,268
Amount in Excess of/ (Below Budget Cap)	**$52,396**	**($8,375)**	**$13,760**	**($27,605)**

*Increase in costs capped at the lesser of CPI+2% or the average compensation increase and PERS increase

Fiscal Years 2023-2024 and 2024-2025 Costs Comparison

COSTS COMPARISON BETWEEN
Fiscal Years 2024-2025 and 2025-2026

		Cupertino	Los Altos Hills	Saratoga	Unincorporated Areas
General Law Enforcement Services					
Budgeted Costs	FY 2024-2025	$12,788,363	$1,655,302	$6,125,321	$4,487,424
Proposed Costs	FY 2025-2026	$13,545,572	$1,753,314	$6,488,006	$4,753,127
Change ($)		$757,209	$98,012	$362,685	$265,703
Change (%)		5.92%	5.92%	5.92%	5.92%
Supplemental Services - Traffic Enforcement - Day					
Budgeted Costs	FY 2024-2025	$2,193,343	$562,555	$1,269,219	$0
Proposed Costs	FY 2025-2026	$2,323,843	$596,026	$1,344,736	$0
Change ($)		$130,500	$33,471	$75,517	$0
Change (%)		5.95%	5.95%	5.95%	
Investigative Services					
Budgeted Costs	FY 2024-2025	$1,325,235	$194,888	$623,640	$0
Proposed Costs	FY 2025-2026	$1,447,329	$212,843	$681,096	$0
Change ($)		$122,094	$17,955	$57,456	$0
Change (%)		9.21%	9.21%	9.21%	
Supplemental Reserve Services					
Budgeted Costs	FY 2024-2025	$15,400	$1,694	$5,236	$0
Proposed Costs	FY 2025-2026	$15,400	$1,694	$5,236	$0
Change ($)		$0	$0	$0	$0
Change (%)		0.00%	0.00%	0.00%	
Traffic Sergeant					
Budgeted Costs	FY 2024-2025	$570,774	$0	$0	$0
Proposed Costs	FY 2025-2026	$586,677	$0	$0	$0
Change ($)		$15,903	$0	$0	$0
Change (%)		2.79%	0.00%	0.00%	
School Resources Officer					
Budgeted Costs	FY 2024-2025	$725,330	$0	$317,332	$0
Proposed Costs	FY 2025-2026	$776,175	$0	$339,576	$0
Change ($)		$50,845	$0	$22,244	$0
Change (%)		7.01%	0.00%	7.01%	
Operating Costs Of West Valley Substation					
Budgeted Costs	FY 2024-2025	$279,769	$41,389	$137,355	$75,536
Proposed Costs	FY 2025-2026	$279,769	$41,389	$137,355	$75,536
Change ($)		$0	$0	$0	$0
Change (%)		0.00%	0.00%	0.00%	0.00%
Overtime					
Budgeted Costs	FY 2024-2025	$0	$200,000	$0	$0
Proposed Costs	FY 2025-2026	$0	$150,000	$0	$0
Change ($)		$0	($50,000)	$0	$0

Fiscal Years 2024-2025 and 2025-2026 Costs Comparison

		Cupertino	Los Altos Hills	Saratoga	Unincorporated Areas
Change (%)			-25%		
Total Budgeted Costs	**FY 2024-2025**	**$17,898,214**	**$2,655,828**	**$8,478,103**	**$4,562,960**
Total Proposed Costs	**FY 2025-2026**	**$18,974,765**	**$2,755,266**	**$8,996,005**	**$4,828,663**
Change ($)		$1,076,551	$99,438	$517,902	$265,703
Change (%)		**6.01%**	**3.74%**	**6.11%**	**5.82%**

Proposed Costs and Capped Budget Comparison

For FY 2024-2025 and FY 2025-2026

FY 2025-2026 Budget Cap

		Cupertino	Los Altos Hills	Saratoga	Unincorporated Areas
Total Budgeted Costs	FY 2024-2025	$17,898,214	$2,655,828	$8,478,103	$4,562,960
Adjusted Total Budgeted Costs - Excluding Operating Costs of West Valley Substation and Overtime	**FY 2025-2026**	**$17,498,839**	**$2,414,439**	**$8,302,238**	**$4,487,424**
Annual Allowable Increase Including PERS	8.54%	$1,494,861	$206,257	$709,230	$383,344
FY2025-2026 Capped Costs		$18,993,700	$2,620,696	$9,011,468	$4,870,768
FY2025-2026 Operating Costs of West Valley Substation		$279,769	$41,389	$137,355	$75,536
Overtime		$0	$150,000	$0	$0
Total FY2025-2026 Budget Cap		$19,273,469	$2,812,085	$9,148,823	$4,946,304
FY 2025-2026 Proposed Costs		**$18,974,765**	**$2,755,266**	**$8,996,005**	**$4,828,663**
Amount in Excess of or (Below Budget Cap)		($298,704)	($56,819)	($152,818)	($117,641)

*Allowable Annual Increase is the lesser of percentage of change in Total Compensation or Consumer Price Index - Urban Wage Earners and Clerical Workers (CPI/W) plus 2% plus PERS. For years in which compensation is increased in a multi-year contract, the annual increase to law enforcement service costs shall be limited to the average compensation increase for each year of the contract, not to exceed CPI/W plus 2% for each individual year.

Summary of Proposed Hourly Rates

For FY 2024-2025 and FY 2025-2026

Santa Clara County - Sheriff's Office
Summary of Proposed Hourly Rates
Fiscal Year 2025-2026

General Law Enforcement Services - Deputy Sheriff

FY 2025-2026	$323.43	
FY 2024-2025	$305.35	
Increase	$18.08	5.92%

Supplemental Services - Day - Motorcycle Unit

FY 2025-2026	$320.53	
FY 2024-2025	$302.53	
Increase	$18.00	5.95%

Supplemental Services - Day - Patrol Car

FY 2025-2026	$320.53	
FY 2024-2025	$302.53	
Increase	$18.00	5.95%

Supplemental Services - Night - Motorcycle Unit

FY 2025-2026	$326.24	
FY 2024-2025	$308.08	
Increase	$18.16	5.89%

Supplemental Services - Swing - Patrol Car

FY 2025-2026	$326.24	
FY 2024-2025	$308.08	
Increase	$18.16	5.89%

Law Enforcement Services - Detective

FY 2025-2026	$283.79	
FY 2024-2025	$259.85	
Increase	$23.94	9.21%

Supplemental Services - Night - Patrol Car

FY 2025-2026	$326.24	
FY 2024-2025	$308.08	
Increase	$18.16	5.89%

Supplemental Reserve Services

FY 2025-2026	$77.00	
FY 2024-2025	$77.00	
Increase	$0.00	0.00%

School Resources Officer

FY 2025-2026	$266.69	
FY 2024-2025	$249.22	
Increase	$17.47	7.01%

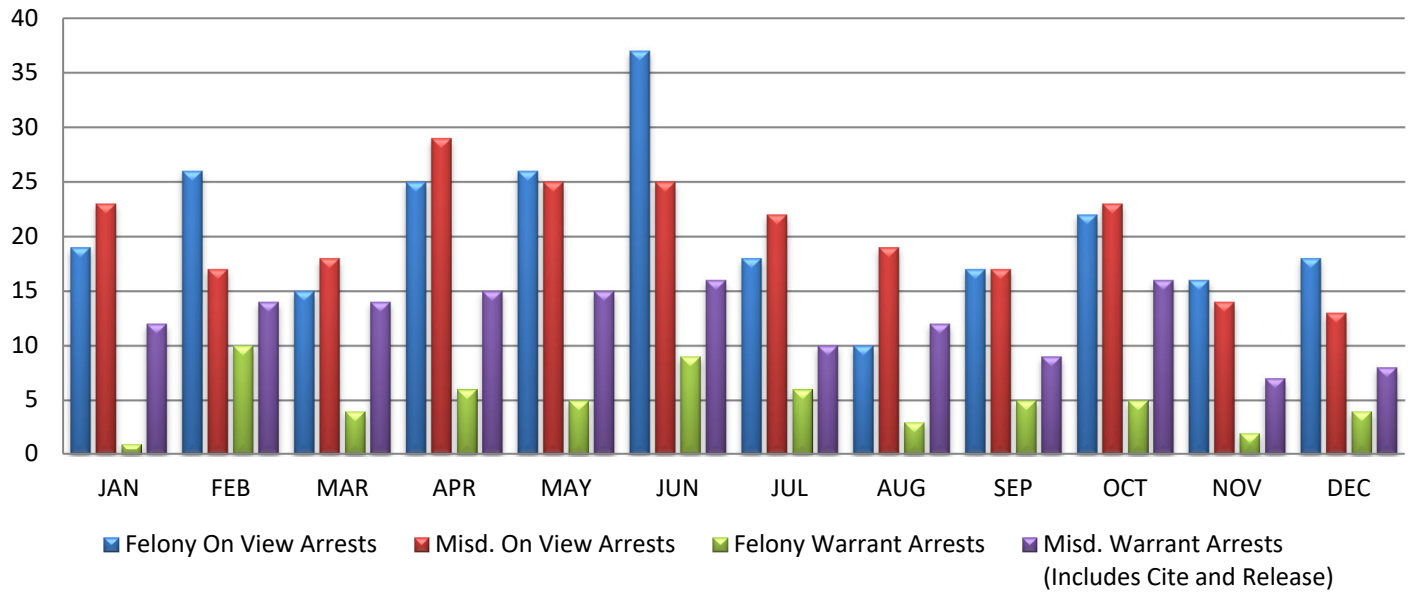
Contract Cities' Statistical Data

2024

Arrests

Totals and Averages

Number of Field Enforcement Deputies Assigned to West Valley Patrol Division		**59**
	Total Number	Average Per Deputy
Felony On View Arrests	249	4.22
Misdemeanor On View Arrests	245	4.15
Felony Warrant Arrests	60	1.02
Misdemeanor Warrant Arrests (Includes Cite & Release)	148	2.51
Total Arrests	***702***	***11.90***

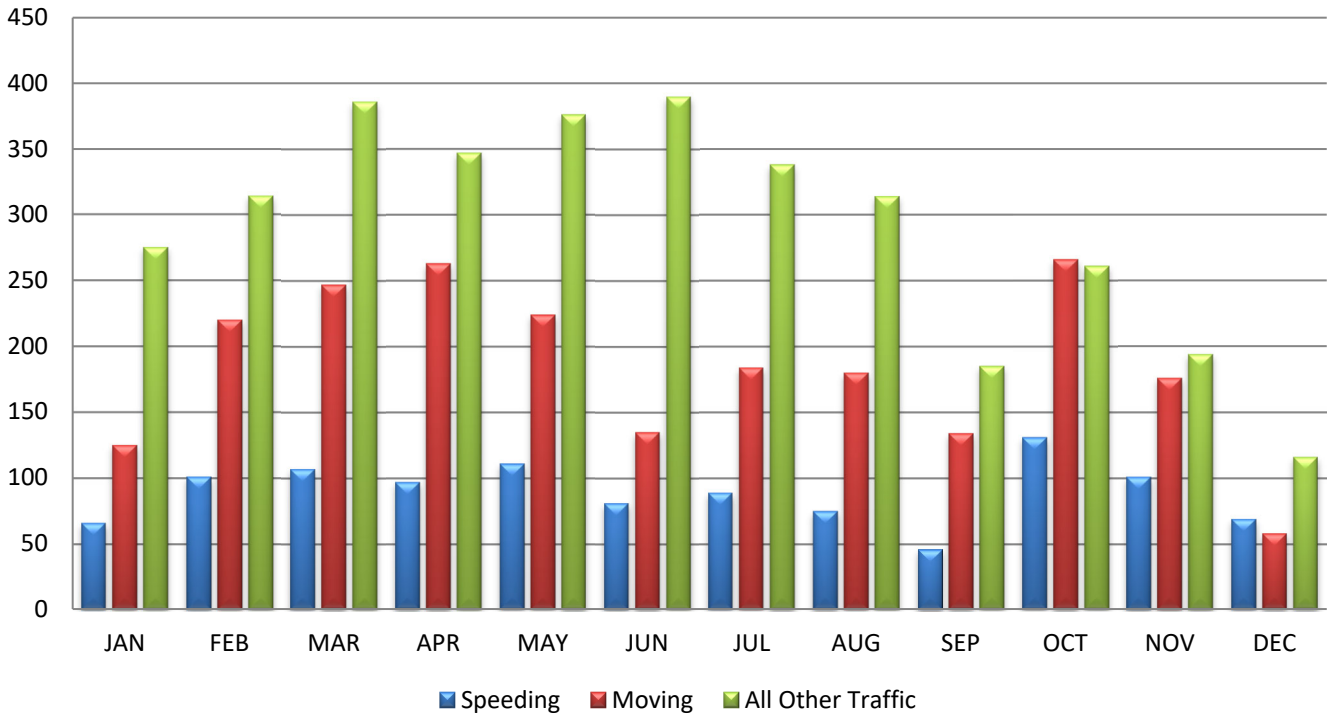


2024

Citations

Totals and Averages

Number of Field Enforcement Deputies Assigned to West Valley Patrol Division		**59**
	Total Number	Average Per Deputy
Speeding Citations	1,074	18.20
Moving Violation Citations	2,212	37.49
All Other Traffic Citations	3,496	59.25
Total Citations	***6,782***	***114.95***

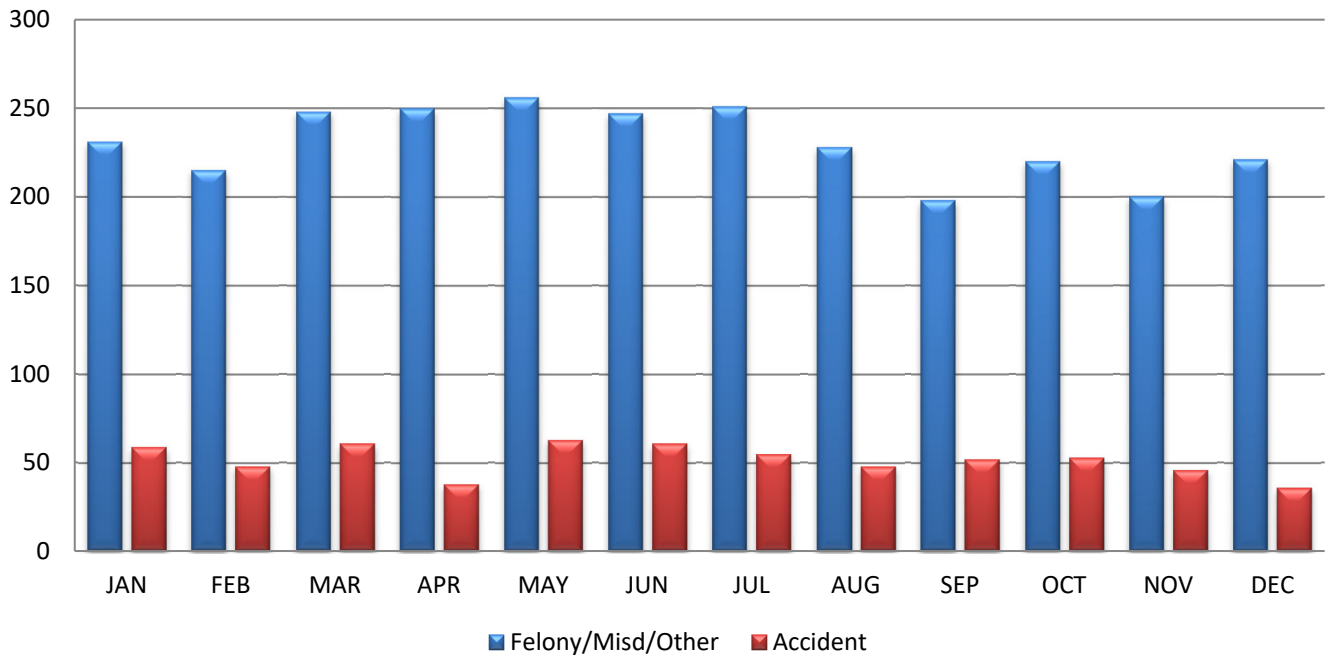


2024

Reports

Totals and Averages

Number of Field Enforcement Deputies Assigned to West Valley Patrol Division		**59**
	Total Number	Average Per Deputy
Reports (Felony / Misdemeanor / Other)	2,765	46.86
Accident Reports	620	10.51
Total Reports	***3,385***	***57.37***

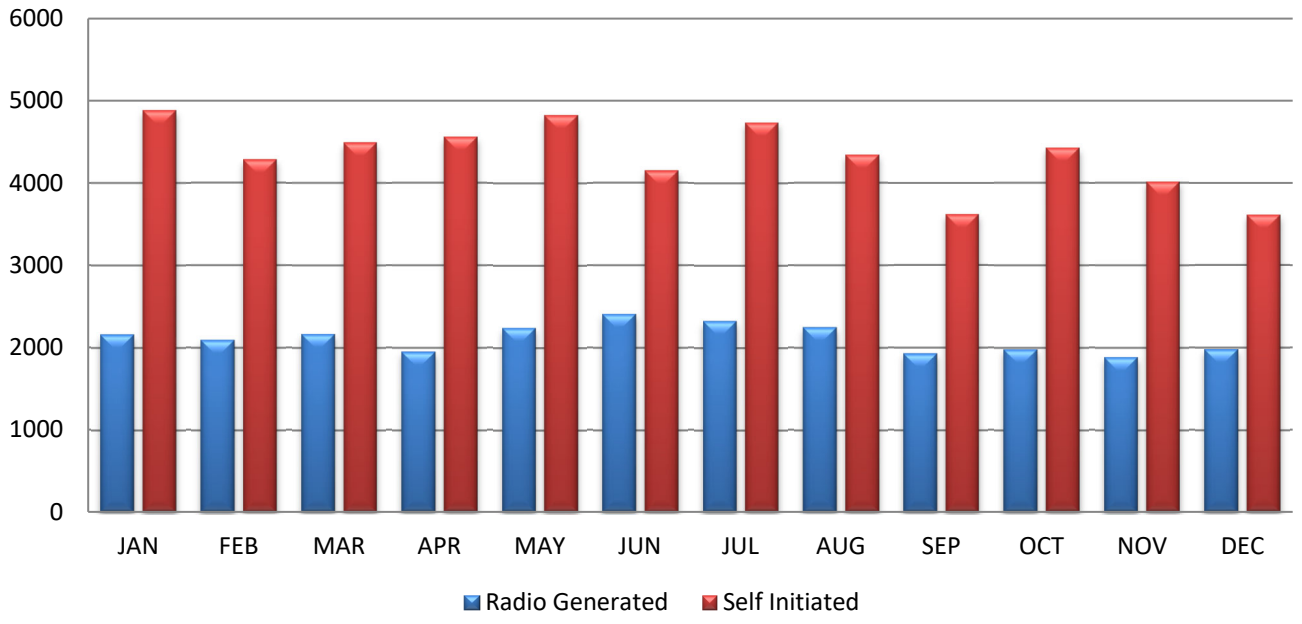


2024

Calls

Totals and Averages

Number of Field Enforcement Deputies Assigned to West Valley Patrol Division		**59**
	Total Number	Average Per Deputy
Radio Generated Calls	25,364	429.90
Self-Initiated Calls	51,899	879.64
Total Incidents / Contacts	***77,263***	***1,309.54***

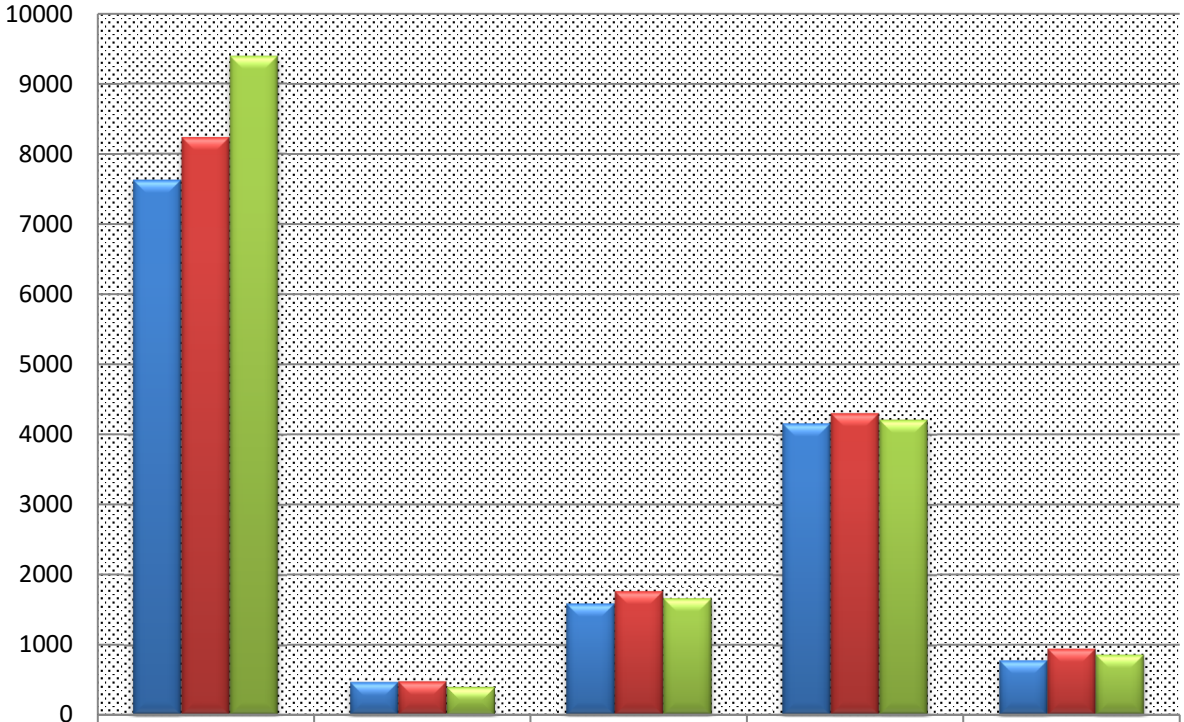


Priority Calls by District

2024 Totals

Priority Level	C	H	L	S	W
1	36	2	4	23	3
2	5,667	278	1,192	2,893	603
3	3,689	118	462	1,293	247

Total Priority Calls (1-3) Per Beat
2022-2024



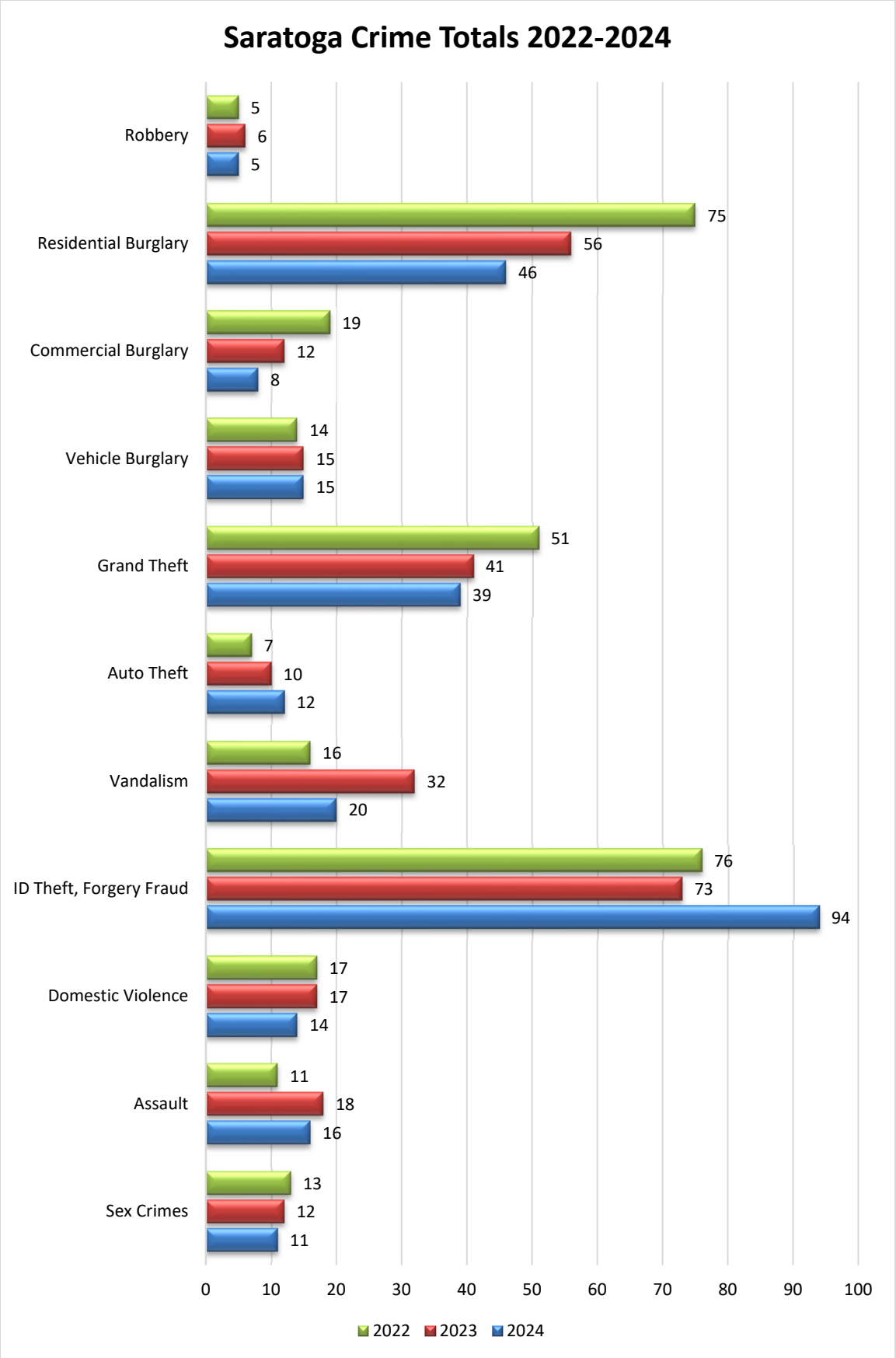
	C	H	L	S	W
2022	7624	465	1583	4159	774
2023	8234	476	1758	4302	938
2024	9392	398	1658	4209	853

Statistical Data – City of Saratoga

City of Saratoga

Selected Crimes

	Code	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Robbery	2110 2115	**2022**	0	2	0	0	0	0	0	0	1	0	1	1	**5**
		2023	0	1	0	2	1	0	0	1	0	0	1	0	**6**
		2024	0	0	1	1	0	1	2	0	0	0	0	0	**5**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Burglary, Residential	4590	**2022**	7	7	2	2	3	12	6	6	4	10	9	7	**75**
		2023	11	13	6	4	4	2	3	2	3	1	3	4	**56**
		2024	2	4	5	2	7	2	1	3	3	6	1	10	**46**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Burglary, Commercial	4591 4592	**2022**	3	0	1	1	3	1	2	0	3	4	1	0	**19**
		2023	1	2	0	0	1	1	3	2	1	0	1	0	**12**
		2024	2	0	0	2	1	0	0	0	0	1	1	1	**8**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Burglary, Vehicle	4593	**2022**	0	1	2	2	1	1	1	1	1	1	3	0	**14**
		2023	1	0	0	0	0	1	1	3	5	3	1	0	**15**
		2024	1	3	3	1	0	1	0	1	1	1	0	3	**15**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Grand Theft	4870	**2022**	5	7	2	8	3	3	4	2	6	1	4	6	**51**
		2023	2	1	8	4	4	4	1	3	1	7	2	4	**41**
		2024	3	2	3	4	5	2	0	4	3	1	5	7	**39**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Auto Theft	4703	**2022**	1	0	1	0	1	0	0	2	0	2	0	0	**7**
		2023	3	0	1	0	0	0	2	1	2	0	0	1	**10**
		2024	0	0	0	1	0	0	1	5	1	2	1	1	**12**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Vandalism	5940 5941	**2022**	0	4	0	3	0	4	1	1	1	0	1	1	**16**
		2023	1	3	0	1	5	1	3	3	4	3	2	6	**32**
		2024	0	0	3	6	2	2	3	1	3	0	0	0	**20**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Identity Theft Forgery Fraud	4700 4702	**2022**	10	6	5	4	8	9	8	8	2	5	2	9	**76**
		2023	7	8	5	5	6	8	5	7	6	6	2	8	**73**
		2024	8	6	15	11	8	4	10	6	7	9	6	4	**94**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Domestic Violence	2430 2730	**2022**	1	0	1	2	2	2	3	0	3	1	1	1	**17**
		2023	6	1	0	1	2	0	1	2	1	3	0	0	**17**
		2024	0	2	0	0	2	2	0	1	2	3	2	0	**14**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Simple & Aggravated Assaults	2400 2401 2402 2403 2404 2405	**2022**	1	0	2	0	2	2	0	0	3	1	0	0	**11**
		2023	0	0	0	3	1	1	2	2	2	5	1	1	**18**
		2024	3	1	3	2	3	2	1	0	0	0	0	1	**16**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Sex Crimes	2610 2615 2880 2885 2890 2895	**2022**	3	4	2	0	1	0	1	1	1	0	0	0	**13**
		2023	1	2	3	1	0	2	0	2	1	0	0	0	**12**
		2024	0	2	0	1	1	0	1	3	0	0	2	1	**11**

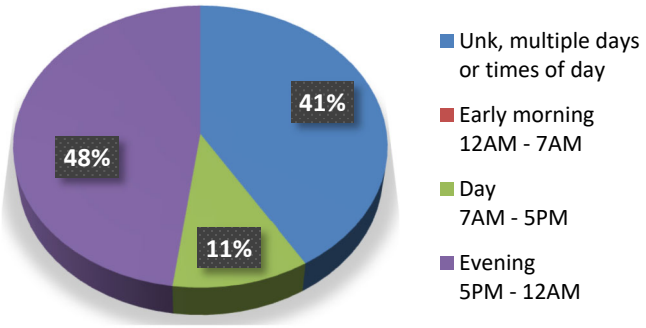

Saratoga Crime Totals 2022-2024
Robbery
5
6
5
Residential Burglary
75
56
46
Commercial Burglary
19
12
8
Vehicle Burglary
14
15
15
Grand Theft
51
41
39
Auto Theft
7
10
12
Vandalism
16
32
20
ID Theft, Forgery Fraud
76
73
94
Domestic Violence
17
17
14
Assault
11
18
16
Sex Crimes
13
12
11
0
10
20
30
40
50
60
70
80
90
100
2022
2023
2024

Saratoga Crime Index

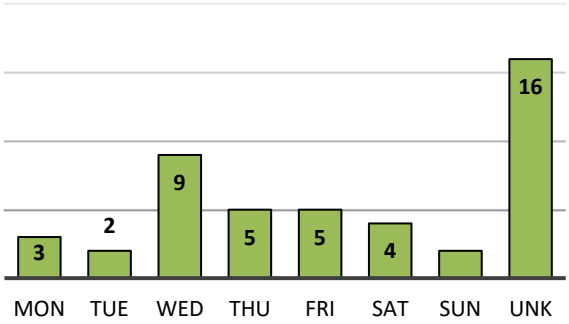
2023 - 2024 VARIANCES				
	2023	2024	% Difference	
Robbery	6	5	-17%	↓
Residential Burglary	56	46	-18%	↓
Commercial Burglary	12	8	-33%	↓
Vehicle Burglary	15	15	0%	
Grand Theft	41	39	-5%	↓
Auto Theft	10	12	20%	↑
Vandalism	32	20	-38%	↓
Identity Theft	73	94	29%	↑
Domestic Violence	17	14	-18%	↓
Assaults	18	16	-11%	↓
Sex Crimes	12	11	-8%	↓

SARATOGA RESIDENTIAL BURGLARIES

Time of Day

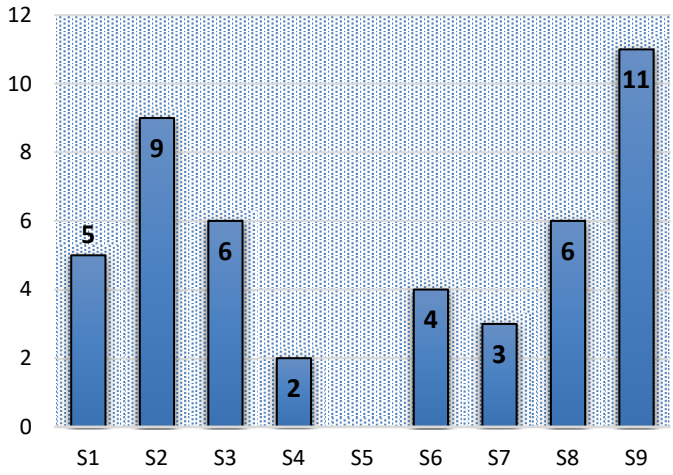


Day of Week

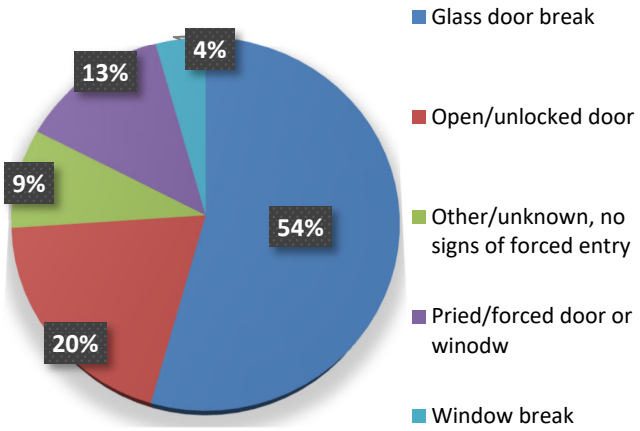


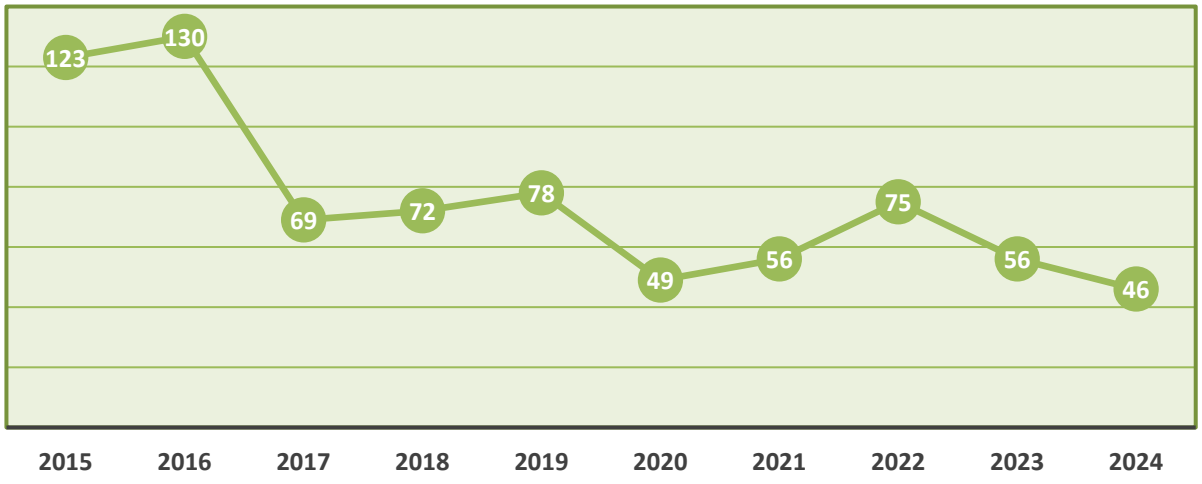
In 16 of the reported cases, the known time frame of the burglary occurred over the course of multiple days, so the day of week is unknown.

Beat



Method of Entry







Automated License Plate Readers

Flock Safety

2022 - 2024

SARATOGA

2022

- 6 stolen vehicles located/recovered
- 3 stolen license plates located/recovered
- 1 missing person case, provided assisted in location
- 3 suspects arrested
- 2 investigative leads
- 1 wanted vehicle located
- 1 warrant served

2023

- 13 stolen vehicles located/recovered
- 8 stolen license plates located/recovered
- 1 missing person case, provided assisted in location
- 24 suspects arrested
- 19 warrants served

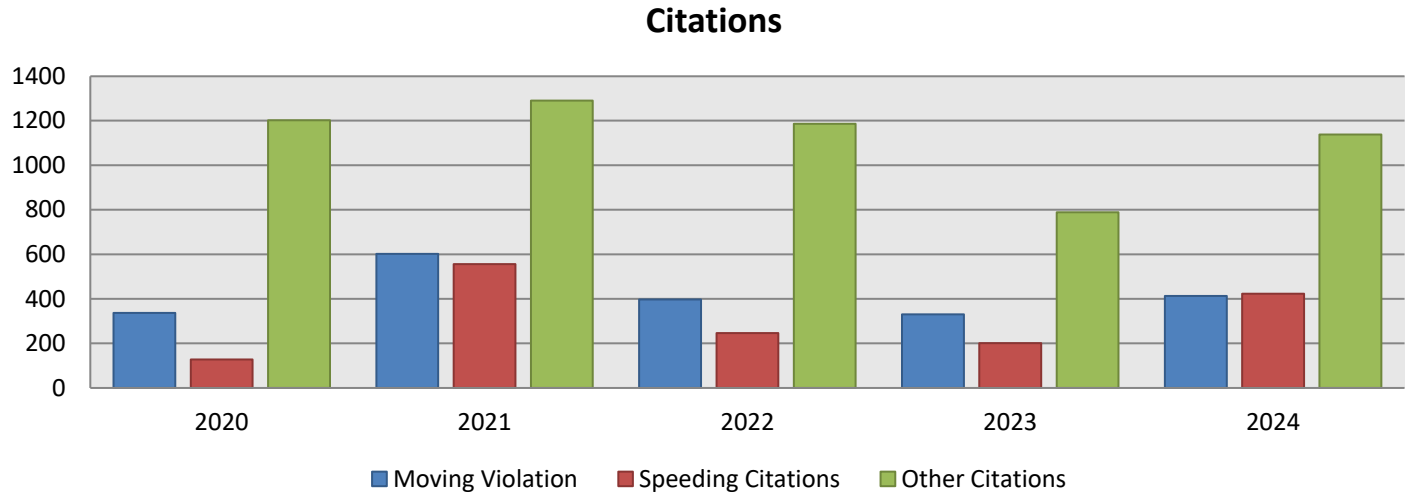
2024

- 11 stolen vehicles located/recovered
- 9 stolen plates located/recovered
- 17 suspects arrested
- 8 warrants served
- 1 wanted vehicle located (involved in hit-and-

City of Saratoga

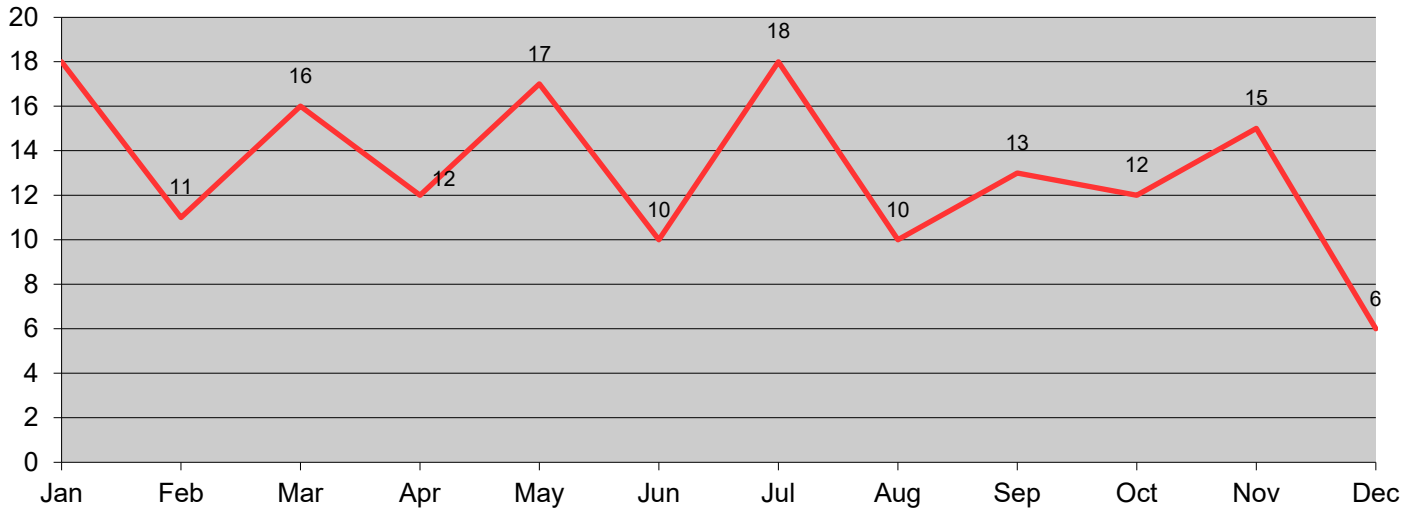
Traffic Related Activity – Patrol and Traffic Units Combined

	Code	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Moving Violations	8300	**2022**	18	30	64	60	35	18	19	28	41	26	27	31	**397**
		2023	53	49	27	13	13	25	23	38	23	20	24	22	**330**
		2024	38	36	38	32	36	21	38	44	24	73	25	8	**413**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Speeding Citations	8305	**2022**	15	24	28	30	38	18	17	10	15	14	14	23	**246**
		2023	18	17	12	5	29	15	28	19	14	19	18	7	**201**
		2024	43	32	60	36	54	46	38	34	19	31	23	7	**423**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Other Citations	8310 8315 8320 8325 8330 8335	**2022**	133	101	167	194	96	84	62	77	63	84	59	66	**1186**
		2023	97	71	67	77	56	60	62	75	69	42	62	51	**789**
		2024	100	113	86	121	121	120	92	117	49	91	86	42	**1138**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
DUIs	8500 8505 8510	**2022**	0	0	0	1	1	1	2	1	2	3	1	1	**13**
		2023	2	3	2	3	2	1	1	0	1	2	0	4	**21**
		2024	3	1	0	0	2	0	1	1	2	1	1	0	**12**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Accidents, Injury	8000 8005 8030 8035	**2022**	4	1	5	4	7	3	5	0	6	10	5	7	**57**
		2023	5	4	4	4	5	5	4	4	4	4	7	4	**54**
		2024	4	5	5	3	3	5	6	2	5	6	5	1	**50**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Accidents, Property Damage	8010 8015 8020 8025 8040 8045	**2022**	10	10	7	8	8	4	5	11	9	9	8	11	**100**
		2023	11	7	11	12	15	14	10	8	16	15	14	16	**149**
		2024	14	6	11	9	14	5	10	8	8	6	10	5	**106**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Accidents, DUI	8050 8055 8060	**2022**	0	0	0	0	1	0	1	0	0	0	1	0	**3**
		2023	0	0	0	0	0	0	0	0	0	0	0	1	**1**
		2024	0	0	0	0	0	0	2	0	0	0	0	0	**2**



Saratoga Accidents 2024

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Injury (8000, 8005)	4	5	5	3	3	5	5	2	5	6	5	1	**49**
Property Damage (8010)	8	3	8	8	13	5	8	7	4	4	7	2	**77**
Accident, No Details (8015)	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Bike / Pedestrian (8020, 8025)	3	1	0	0	0	0	2	0	0	0	1	1	**8**
Hit & Run - Injury (8030, 8035)	0	0	0	0	0	0	1	0	0	0	0	0	**1**
Hit & Run - Property Damage (8040)	3	2	3	1	1	0	0	1	4	2	2	2	**21**
Hit & Run - No Details (8045)	0	0	0	0	0	0	0	0	0	0	0	0	**0**
DUI - Injury (8050, 8055)	0	0	0	0	0	0	1	0	0	0	0	0	**1**
DUI - Property Damage (8060)	0	0	0	0	0	0	1	0	0	0	0	0	**1**
TOTAL ACCIDENTS	**18**	**11**	**16**	**12**	**17**	**10**	**18**	**10**	**13**	**12**	**15**	**6**	**158**
													13.2



Moffett Field - 'W' (W1)

Selected Crimes

	Code	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Robbery	2110 2115	2022	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2023	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2024	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Burglary, Residential	4590	2022	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2023	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2024	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Burglary, Commercial	4591 4592	2022	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2023	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2024	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Burglary, Vehicle	4593	2022	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2023	0	0	0	0	0	0	0	0	0	0	1	0	**1**
		2024	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Grand Theft	4870	2022	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2023	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2024	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Auto Theft	4703	2022	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2023	0	0	0	0	0	0	0	1	0	0	0	0	**1**
		2024	0	0	1	0	0	0	0	1	0	0	1	0	**3**
		Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Vandalism	5940 5941	2022	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2023	1	0	0	0	0	0	0	0	0	0	0	0	**1**
		2024	0	0	0	0	0	0	0	0	1	0	0	0	**1**
		Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Identity Theft Forgery Fraud	4700 4702	2022	0	0	0	1	0	0	0	0	0	0	0	0	**1**
		2023	0	0	0	0	0	0	0	0	1	0	0	0	**1**
		2024	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Domestic Violence	2430 2730	2022	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2023	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2024	0	0	1	0	0	1	0	0	0	0	0	0	**2**
		Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Simple & Aggravated Assaults	2400 2401 2402 2403 2404 2405	2022	0	0	0	0	0	1	0	0	0	0	0	0	**1**
		2023	0	0	1	0	0	0	0	0	0	0	0	0	**1**
		2024	0	0	0	0	0	1	0	0	0	0	0	0	**1**
		Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Sex Crimes	2610 2615 2880 2885 2890 2895	2022	0	0	0	0	0	1	0	0	0	0	0	0	**1**
		2023	0	0	0	0	1	0	0	0	0	0	0	0	**1**
		2024	1	0	0	0	0	0	0	1	0	0	0	1	**3**

Moffett Field - 'W' (W1)

Traffic Related Activity

	Code	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Moving Violations	8300	2022	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2023	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2024	0	0	0	0	0	0	1	0	0	0	0	0	**1**
		Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Speeding Citations	8305	2022	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2023	0	0	0	0	0	0	0	0	0	0	1	0	**1**
		2024	0	0	1	0	0	0	0	0	0	0	0	0	**1**
		Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Other Citations	8310 8315 8320 8325 8330 8335	2022	0	0	0	1	0	0	0	0	0	0	0	0	**1**
		2023	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2024	0	13	12	0	7	0	1	0	0	0	0	0	**33**
		Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
DUIs	8500 8505 8510	2022	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2023	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2024	0	0	0	0	0	0	0	0	0	0	0	0	**0**

Unincorporated County - 'W' (W2 - W9)

Selected Crimes

	Code	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Robbery	2110 2115	**2022**	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2023	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2024	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Burglary, Residential	4590	**2022**	3	3	2	0	1	1	1	1	1	1	1	1	**16**
		2023	0	2	3	1	2	2	0	0	1	1	1	0	**13**
		2024	2	2	0	0	0	1	0	0	0	2	0	0	**7**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Burglary, Commercial	4591 4592	**2022**	0	0	0	1	0	0	0	0	0	0	0	1	**2**
		2023	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2024	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Burglary, Vehicle	4593	**2022**	2	1	3	3	1	0	1	0	0	3	1	0	**15**
		2023	0	0	0	1	0	1	0	0	1	0	1	1	**5**
		2024	0	0	0	0	1	0	1	0	0	0	0	0	**2**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Grand Theft	4870	**2022**	0	0	2	2	0	0	1	1	0	1	0	0	**7**
		2023	2	0	0	0	0	0	0	0	0	0	0	0	**2**
		2024	0	0	1	0	1	1	0	0	1	0	0	0	**4**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Auto Theft	4703	**2022**	0	0	0	0	0	1	0	0	0	0	0	0	**1**
		2023	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2024	0	0	0	0	0	0	0	0	0	1	0	0	**1**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Vandalism	5940 5941	**2022**	2	1	1	1	1	1	3	0	0	1	0	0	**11**
		2023	0	0	0	0	0	0	0	0	0	2	0	1	**3**
		2024	0	1	0	0	0	0	0	0	1	0	0	0	**2**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Identity Theft Forgery Fraud	4700 4702	**2022**	1	1	2	3	2	0	0	2	2	2	2	2	**19**
		2023	0	1	2	2	2	2	1	0	1	0	3	0	**14**
		2024	0	2	1	3	5	1	2	1	1	2	1	1	**20**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Domestic Violence	2430 2730	**2022**	0	0	0	0	0	1	0	0	0	0	0	0	**1**
		2023	0	0	0	1	1	1	1	0	0	0	0	0	**4**
		2024	0	0	1	0	1	0	0	2	0	0	0	0	**4**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Simple & Aggravated Assaults	2400 2401 2402 2403 2404 2405	**2022**	1	1	0	0	1	0	0	0	0	0	0	0	**3**
		2023	1	0	0	0	0	0	0	0	0	0	0	1	**2**
		2024	0	1	1	0	1	0	0	1	1	0	1	0	**6**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Sex Crimes	2610 2615 2880 2885 2890 2895	**2022**	0	0	0	0	0	0	0	0	0	0	1	0	**1**
		2023	0	0	0	0	0	1	0	0	0	0	0	1	**2**
		2024	0	0	0	1	0	0	0	0	0	0	0	0	**1**

Unincorporated County - 'W' (W2 – W9)

Traffic Related Activity

	Code	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Moving Violations	8300	**2022**	1	0	0	1	0	1	2	0	0	0	0	0	**5**
		2023	0	0	0	0	1	1	0	0	1	0	0	0	**3**
		2024	0	0	0	0	0	0	1	0	0	0	0	0	**1**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Speeding Citations	8305	**2022**	0	3	0	0	1	0	5	0	0	0	1	0	**10**
		2023	0	3	0	0	4	5	6	8	1	2	7	1	**37**
		2024	1	1	0	0	0	0	1	1	0	0	0	0	**4**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Other Citations	8310 8315 8320 8325 8330 8335	**2022**	1	1	3	3	5	0	1	0	6	0	2	1	**23**
		2023	0	2	4	2	4	2	2	2	1	3	3	3	**28**
		2024	4	6	7	6	4	4	3	3	7	0	1	1	**46**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
DUIs	8500 8505 8510	**2022**	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2023	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2024	0	0	0	0	0	0	0	0	0	0	0	0	**0**

Unincorporated County - 'H'

Selected Crimes

	Code	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Robbery	2110 2115	**2022**	1	0	0	0	0	0	0	0	0	0	0	0	**1**
		2023	0	0	0	0	0	0	0	0	0	0	0	1	**1**
		2024	0	0	0	0	0	0	0	1	0	0	0	0	**1**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Burglary, Residential	4590	**2022**	0	0	0	0	1	0	2	1	0	0	0	0	**4**
		2023	0	0	0	1	0	0	0	0	0	0	0	0	**1**
		2024	0	1	1	1	0	1	0	0	0	0	0	0	**4**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Burglary, Commercial	4591 4592	**2022**	0	0	0	0	1	0	0	0	0	0	0	0	**1**
		2023	0	1	0	0	0	0	0	0	0	0	0	0	**1**
		2024	0	0	0	1	0	0	0	0	0	0	0	0	**1**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Burglary, Vehicle	4593	**2022**	1	0	0	1	0	1	0	0	0	0	1	0	**4**
		2023	1	0	0	0	0	0	2	0	0	2	0	0	**5**
		2024	1	0	1	1	0	0	1	0	0	0	0	0	**4**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Grand Theft	4870	**2022**	0	0	0	1	0	0	2	0	0	0	0	1	**4**
		2023	0	0	0	0	1	0	1	1	0	0	0	0	**3**
		2024	0	1	0	1	0	1	0	0	1	0	0	1	**5**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Auto Theft	4703	**2022**	0	1	0	2	1	0	1	1	0	0	0	0	**6**
		2023	2	1	0	0	0	0	0	0	1	0	0	1	**5**
		2024	0	0	0	0	0	1	2	0	0	0	0	0	**3**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Vandalism	5940 5941	**2022**	0	0	0	4	1	0	0	0	1	0	0	0	**6**
		2023	0	0	0	0	1	2	0	1	0	0	2	1	**7**
		2024	2	0	0	0	0	1	0	1	1	0	0	0	**5**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Identity Theft Forgery Fraud	4700 4702	**2022**	0	1	0	0	0	1	0	0	0	1	1	4	**8**
		2023	1	0	0	1	0	0	1	0	0	2	1	0	**6**
		2024	0	0	1	3	0	0	0	1	2	0	0	1	**8**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Domestic Violence	2430 2730	**2022**	1	0	0	0	1	0	0	0	1	1	1	0	**5**
		2023	1	1	0	0	1	0	0	1	0	0	0	1	**5**
		2024	0	0	0	0	0	1	0	1	0	0	0	1	**3**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Simple & Aggravated Assaults	2400 2401 2402 2403 2404 2405	**2022**	1	0	0	0	0	0	0	0	0	1	1	0	**3**
		2023	1	1	0	0	1	0	1	0	0	1	0	0	**5**
		2024	1	0	0	1	0	2	0	1	2	1	0	1	**9**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Sex Crimes	2610 2615 2880 2885 2890 2895	**2022**	0	0	0	0	1	0	0	0	0	0	0	0	**1**
		2023	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2024	1	0	1	0	0	2	0	0	0	1	0	0	**5**

Unincorporated County - 'H'
Traffic Related Activity

	Code	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Moving Violations	8300	**2022**	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2023	0	0	0	0	0	1	0	0	0	0	0	0	**1**
		2024	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Speeding Citations	8305	**2022**	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2023	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2024	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Other Citations	8310 8315 8320 8325 8330 8335	**2022**	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2023	0	0	0	0	0	0	0	0	0	3	0	0	**3**
		2024	0	0	0	0	0	0	0	0	0	0	0	1	**1**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
DUIs	8500 8505 8510	**2022**	0	0	0	0	0	0	0	0	0	0	0	0	**0**
		2023	0	1	0	0	0	0	0	0	1	0	0	0	**2**
		2024	0	0	0	0	0	0	0	0	0	0	0	0	**0**

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SHERIFF

City of Saratoga

December 2025
Statistical Data and
Public Safety Report

Office of the Sheriff
County of Santa Clara

Response Times for Saratoga
2023 - 2025

Saratoga 2023																																						
Priority	January			February			March			April			May			June			July			August			September			October			November			December			Avg	Total	Target
	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Time
1	5.64	4	6	5.02	4	6	6.08	5	6	5.65	5	6	7.11	3	6	5.01	6	6	4.03	6	6	2.38	4	6	3.23	4	6	14.50	1	6	8.90	1	6	11.30	4	6	6.60	47	6
2	8.97	265	10	9.40	212	10	10.59	294	10	7.56	236	10	8.22	216	10	7.78	217	10	9.35	228	10	9.68	228	10	5.55	228	10	7.93	246	10	6.18	226	10	5.93	242	10	8.10	2838	10
3	14.33	120	20	19.12	88	20	11.46	123	20	10.37	114	20	15.09	125	20	17.66	128	20	9.14	133	20	15.74	118	20	6.07	137	20	6.18	131	20	4.96	102	20	5.82	98	20	11.33	1417	20

Saratoga 2024																																						
Priority	January			February			March			April			May			June			July			August			September			October			November			December			Avg	Total	Target
	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Time
1	14.69	2	6	7.43	2	6	5.03	2	6	7.95	4	6	6.23	1	6	6.24	3	6	6.20	4	6	1.93	1	6	2.72	3	6	4.95	1	6	0.00	0	6	0.00	0	6	6.34	23	6
2	5.64	217	10	7.10	251	10	6.39	240	10	6.15	225	10	6.34	274	10	6.44	262	10	6.01	263	10	7.15	255	10	6.99	218	10	6.46	231	10	6.72	236	10	7.13	221	10	6.54	2893	10
3	7.01	77	20	5.33	70	20	9.67	128	20	7.26	98	20	6.48	109	20	6.85	120	20	5.98	125	20	6.92	131	20	5.94	109	20	6.68	111	20	4.43	103	20	7.90	112	20	6.70	1293	20

Saratoga 2025																																						
Priority	January			February			March			April			May			June			July			August			September			October			November			December			Avg	Total	Target
	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Target Time	Time	Calls	Time
1	2.52	2	6	6.08	5	6	0.00	0	6	2.40	3	6	0.00	0	6	8.82	2	6	19.55	3	6	13.83	2	6	6.36	3	6	6.58	2	6	0.00	0	6	8.34	2	6	8.28	24	6
2	6.75	219	10	6.35	187	10	5.98	206	10	6.25	244	10	6.58	254	10	6.53	250	10	7.15	252	10	6.22	233	10	7.15	243	10	6.71	204	10	6.03	216	10	6.14	62	10	6.49	2570	10
3	7.27	107	20	4.47	97	20	5.56	86	20	7.55	98	20	6.57	101	20	6.38	115	20	6.55	106	20	6.68	120	20	8.31	98	20	4.23	132	20	9.22	97	20	8.06	15	20	6.74	1172	20

City of Saratoga

Selected Crimes

	Code	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Robbery	2110 2115	**2023**	0	1	0	2	1	0	0	1	0	0	1	0	**6**
		2024	0	0	1	1	0	1	2	0	0	0	0	0	**5**
		2025	0	0	0	0	2	0	1	0	0	0	0	0	**3**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Burglary, Residential	4590	**2023**	11	13	6	4	4	2	3	2	3	1	3	4	**56**
		2024	2	4	5	2	7	2	1	3	3	6	1	10	**46**
		2025	4	5	4	3	1	3	4	3	5	3	6	8	**49**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Burglary, Commercial	4591 4592	**2023**	1	2	0	0	1	1	3	2	1	0	1	0	**12**
		2024	2	0	0	2	1	0	0	0	0	1	1	1	**8**
		2025	0	1	0	1	0	0	2	1	1	0	2	0	**8**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Burglary, Vehicle	4593	**2023**	1	0	0	0	0	1	1	3	5	3	1	0	**15**
		2024	1	3	3	1	0	1	0	1	1	1	0	3	**15**
		2025	2	6	2	0	1	1	0	4	0	2	0	0	**18**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Grand Theft	4870	**2023**	2	1	8	4	4	4	1	3	1	7	2	4	**41**
		2024	3	2	3	4	5	2	0	4	3	1	5	7	**39**
		2025	8	1	4	1	2	2	1	4	1	1	3	1	**29**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Auto Theft	4703	**2023**	3	0	1	0	0	0	2	1	2	0	0	1	**10**
		2024	0	0	0	1	0	0	1	5	1	2	1	1	**12**
		2025	3	1	1	1	0	1	1	2	2	2	0	0	**14**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Vandalism	5940 5941	**2023**	1	3	0	1	5	1	3	3	4	3	2	6	**32**
		2024	0	0	3	6	2	2	3	1	3	0	0	0	**20**
		2025	2	2	2	2	0	3	5	6	0	1	2	2	**27**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Identity Theft Forgery Fraud	4700 4702	**2023**	7	8	5	5	6	8	5	7	6	6	2	8	**73**
		2024	8	6	15	11	8	4	10	6	7	9	6	4	**94**
		2025	7	3	3	8	9	4	7	14	8	7	8	8	**86**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Domestic Violence	2430 2730	**2023**	6	1	0	1	2	0	1	2	1	3	0	0	**17**
		2024	0	2	0	0	2	2	0	1	2	3	2	0	**14**
		2025	0	2	3	1	3	1	1	1	1	0	4	1	**18**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Simple & Aggravated Assaults	2400 2401 2402 2403 2404 2405	**2023**	0	0	0	3	1	1	2	2	2	5	1	1	**18**
		2024	3	1	3	2	3	2	1	0	0	0	0	1	**16**
		2025	1	1	0	4	2	5	0	1	0	0	0	2	**16**
		Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**TOTAL**
Sex Crimes	2610 2615 2880 2885 2890 2895	**2023**	1	2	3	1	0	2	0	2	1	0	0	0	**12**
		2024	0	2	0	1	1	0	1	3	0	0	2	1	**11**
		2025	1	0	1	1	2	0	0	0	2	2	3	0	**12**

County of Santa Clara

Office of the Sheriff

55 West Younger Avenue
San Jose, California 95110-1721
(408) 808-4400

M E M O R A N D U M

Robert Jonsen
Sheriff

DATE: December 31, 2025

TO: Tina Kapoor, City Manager, City of Cupertino
Matt Morley, City Manager, City of Saratoga
Cody Einfalt, Acting City Manager, Town of Los Altos Hills

FROM: Adam Oberdorfer, Assistant Sheriff

SUBJECT: Updated Cost Methodology and Proposal for Contract Policing Services

---

Thank you for your patience as we worked closely with the County to update our contract methodology. We recognize that these delays have created challenges, and we remain committed to resolving them promptly. We look forward to working together to finalize a new contract quickly and efficiently.

As noted in the previous letter from County Executive James Williams and Sheriff Robert Jonsen dated December 18, 2025, the County, in coordination with the County Executive, the County Office of Budget and Analysis, the County Counsel's Office, and the Office of the Sheriff, undertook a thorough assessment of our police services contracting approach for all contracts. The result is a revised methodology that reflects an accurate, sustainable cost-recovery model aligned with current legal, operational, and fiscal realities. The revised methodology:

- Reflects actual salary and benefit costs, including the most recent Deputy Sheriffs' Association Memorandum of Understanding;
- Accurately accounts for actual overhead and support costs required to sustain 24/7 law enforcement operations; and
- Ensures transparency, consistency, and equity across contract cities and other police service contracts.

Since our last contract cycle, the landscape of modern policing—both nationally and within California—has changed significantly. Training requirements have expanded due to new state mandates, including additional instructional requirements on the use of force, firearms, and de-escalation. Technology has also become foundational to effective policing. Body-worn cameras, mobile data computers, department-issued smartphones, and secure mobile networks are now essential tools to ensure transparency, accountability, officer safety, and operational efficiency.

Legislative and accountability standards have also significantly expanded reporting obligations, including Uniform Crime Reporting (UCR) with NIBRS[1], the Racial and Identity Profiling Act (RIPA)[2], enhanced public records requirements, and independent review processes. While these mandates increase complexity and workload, they strengthen public trust and improve access to policing data.

However, the most significant challenge facing law enforcement today is workforce sustainability. Like municipal police departments throughout California, the Sheriff's Office continues to experience unprecedented recruiting and retention challenges. The costs of hiring, training, and retaining qualified deputies have increased significantly due to competitive labor markets, expanded training mandates, and evolving community expectations.

Despite these challenges, the Santa Clara County Sheriff's Office remains steadfast in its commitment to your communities. Our deputies know your neighborhoods, schools, and businesses. They attend local events, engage with residents, and serve as trusted partners in public safety. This long-standing relationship, built on shared values and mutual commitment to public safety, remains at the core of our service model.

Enclosed is a high-level budget proposal for renewing police services for Cupertino, Los Altos Hills, and Saratoga as projected for FY 2026–27. Costs are based on FY 2025–26 actuals with an estimated 5% increase for FY 2026-27. The proposal reflects the actual cost of delivering professional, community-oriented police services under current conditions while ensuring long-term sustainability.

To support cost comparisons, the proposed hours for each city remain consistent with the current fiscal year. However, due to ongoing city growth, rising service expectations, and operational requirements to maintain community standards and response times, adjustments to current hour allocations will likely be necessary to meet increasing service demands. A summary of the overhead methodology is also included below. Our office and the County look forward to meeting early in 2026 to review details and address any questions from the cities.

We value the longstanding partnerships we share with each of your cities and remain committed to providing high-quality, professional law enforcement services. We welcome the opportunity to review this proposal with you in greater detail and to work collaboratively toward finalizing the renewal of our police services agreements.

[1] https://www.fbi.gov/how-we-can-help-you/more-fbi-services-and-information/ucr/nibrs
[2] https://oag.ca.gov/ab953

Overview of West Valley Overhead Cost Components

The revised methodology includes the following proportional overhead components for personnel assigned to West Valley Patrol. Proportional costs are calculated based on the number of full-time equivalents (FTEs) assigned to the West Valley Patrol Division and their corresponding share of overall operations. This percentage is then applied to our total operating costs to determine the overhead allocation.

West Valley Overhead - Includes expenses related to operating the West Valley Division, such as personnel costs for the Captain, Lieutenant, Sergeants (supervisors), and essential support staff required to manage and oversee the division.

Personnel & Training - Includes the proportional cost of the Sheriff's Office Personnel Division and the Training and Professional Development Division, encompassing recruitment, hiring, and ongoing mandatory and professional training required to sustain a modern police workforce.

Fiscal Services - Includes proportional costs for fiscal management, accounting, and payroll services necessary to support personnel assigned to West Valley Patrol.

Information Technology (IT) Services - Includes proportional costs for IT support personnel and management who sustain 24/7 law enforcement operations, including CJIS-compliant systems required for CLETS and NCIC access, mobile phones and mobile data computers, law enforcement applications, secure data sharing, and other mission-critical IT services.

Internal Affairs - Includes proportional costs for Internal Affairs services required to meet legal and regulatory obligations, including the investigation of misconduct and citizen complaints, SB 2 decertification requirements, and other mandated oversight responsibilities applicable to all California law enforcement agencies.

Sheriff's Office Administration - Includes proportional administrative and executive oversight costs necessary to manage and support law enforcement services.

Investigative Services - Replaces the prior hourly billing model with an overhead cost for investigative services. This cost is based on the Investigative Services Division's actual costs and an analysis of the average investigative workload over the past three fiscal years, proportionally allocated to each contract city based on each city's case volume. The cost includes West Valley detectives focused on property crime, division leadership, and specialized investigative units such as Major Crimes, Sexual Assault, and Domestic Violence, as well as associated costs for property and evidence, crime scene investigation, and evidence processing and destruction.

Records - Based on a three-year workload analysis that considers case volume using the same formula as Investigative Services, the Records Division offers a variety of mandatory services around the clock. These include warrant confirmation, public information services, Uniform Crime Reporting (UCR), and state and federal crime reporting. They also handle CPRA processing, vehicle tow processing, and public report requests.

Santa Clara County - Sheriff's Office
West Valley Patrol

PROJECTED CONTRACT COSTS - FULL COSTS

Fiscal Year 2026-2027

			Rates	Cupertino	Los Altos Hills	Saratoga	Unincorporated Areas
General Law Enforcement Services (Primary Rate)							
Proposed Hours				41,881	5,421	20,060	14,696
Projected Costs	**FY26-27**	**@**	**$193.52**	**$8,104,687**	**$1,049,056**	**$3,881,952**	**$2,843,926**
Supplemental Services - Traffic Enforcement - Day							
Proposed Hours - Enforcement Vehicle - Deputy Sheriff				1,803	-	-	-
Proposed Hours - Motorcycle - Deputy Sheriff				5,447	1,860	4,195	-
	Total Proposed Hours			7,250	1,860	4,195	-
Projected Costs	**FY26-27**	**@**	**$193.52**	**$1,402,999**	**$359,845**	**$811,872**	**$0**
Traffic Sergeant							
Projected Costs	**FY26-27**	**@**	**$344,860.69**	**$344,861**	**$0**	**$0**	**$0**
School Resources Officer							
Projected Costs	**FY26-27**	**@**	**$316,207**	**$632,414**	**$0**	**$316,207**	**$0**
Subtotal				**$10,484,961**	**$1,408,901**	**$5,010,031**	**$2,843,926**
Operating Costs Of West Valley Substation							
Proposed Hours	General/Supplemental Services			49,131	7,281	24,255	14,696
	Traffic & School Officer			4,912	-	1,634	-
	FY26-27		101,909	54,043	7,281	25,889	14,696
Percentage				53.0%	7.1%	25.4%	14.4%
Total Projected Costs of Substation =			**$568,233**	**$301,338**	**$40,595**	**$144,356**	**$81,943**
OH and Support Services Costs							
West Valley OH costs			$14,739,880	$7,224,807	$1,116,113	$3,567,376	$2,831,584
Personnel & Training			$1,118,120	$592,947	$79,880	$284,052	$161,241
Fiscal Services			$316,770	$167,986	$22,630	$80,474	$45,681
IT Services			$1,049,837	$556,736	$75,002	$266,705	$151,394
Internal Affairs			$267,432	$141,821	$19,106	$67,940	$38,566
SO Admin			$419,567	$222,499	$29,974	$106,588	$60,505
Investigative			$6,801,625	$4,380,674	$426,845	$1,546,502	$447,603
Records			$3,761,686	$2,422,763	$236,070	$855,304	$247,550
Total Projected Costs for OH & Support Services =			**$28,474,917**	**$15,710,233**	**$2,005,620**	**$6,774,940**	**$3,984,124**
Total Projected Contract Costs		**FY26-27**		**$26,496,532**	**$3,455,116**	**$11,929,327**	**$6,909,994**

FY27 cost projection is based on FY26 projection with a 5% increase

Santa Clara County - Sheriff's Office
West Valley Patrol
PROJECTED CONTRACT COSTS - FULL COSTS
Fiscal Year 2026-2027

			Rates	Cupertino	Los Altos Hills	Saratoga	Unincorporated Areas
DIRECT LAW ENFORCEMENT STAFFING COST							
General Law Enforcement Services (Primary Rate)							
Proposed Hours				41,881	5,421	20,060	14,696
Projected Costs	**FY26-27**	**@**	**$206**	**$8,630,736**	**$1,117,147**	**$4,133,917**	**$3,028,517**
Supplemental Services - Traffic Enforcement - Day							
Proposed Hours - Enforcement Vehicle - Deputy Sheriff				1,803	-	-	-
Proposed Hours - Motorcycle - Deputy Sheriff				5,447	1,860	4,195	-
	Total Proposed Hours			7,250	1,860	4,195	-
Projected Costs	**FY26-27**	**@**	**$206**	**$1,494,063**	**$383,201**	**$864,568**	**$0**
Traffic Sergeant							
Projected Costs	**FY26-27**	**@**	**$360,985**	**$360,985**	**$0**	**$0**	**$0**
School Resources Officer							
Projected Costs	**FY26-27**	**@**	**$336,731**	**$673,462**	**$0**	**$336,731**	**$0**
Subtotal				**$11,159,246**	**$1,500,348**	**$5,335,216**	**$3,028,517**
Percentage				**53.0%**	**7.1%**	**25.4%**	**14.4%**
DIRECT LAW ENFORCEMENT SUPPORT SERVICES							
Support Staff - Salaries & Benefits			**$5,348,552**	**$2,621,612**	**$404,996**	**$1,294,467**	**$1,027,476**
Services & Supplies							
IC-Dispatch Services - Internal			4,324,600	2,119,719	327,461	1,046,649	830,771
IC-Automobile Services - Internal			1,571,823	770,435	119,019	380,416	301,953
IC-Insurance			1,025,102	502,457	77,621	248,097	196,926
IC-Office Rents			637,350	312,399	48,261	154,253	122,437
IC-Fuel - Internal			312,329	153,089	23,650	75,590	59,999
Bodyworn Camera & Dashcam			305,959	149,967	23,167	74,049	58,776
IC-Radio Maintenance - Internal			48,571	23,807	3,678	11,755	9,331
Communications and Telephone Svcs			37,380	18,322	2,830	9,047	7,181
IC - Wireless Voice & Data Services			35,543	17,421	2,691	8,602	6,828
Others			357,486	175,223	27,069	86,520	68,674
			$8,656,142	**$4,242,840**	**$655,449**	**$2,094,977**	**$1,662,876**
INDIRECT COUNTYWIDE SUPPORT			**$580,573**	**$284,570**	**$43,961**	**$140,512**	**$111,530**
Subtotal			**$14,585,267**	**$7,149,023**	**$1,104,406**	**$3,529,956**	**$2,801,883**
INDIRECT DEPARTMENT SUPPORT							
Investigative			$5,531,736	$3,740,926	$364,509	$1,320,653	$382,236
Records			$2,832,389	$1,915,449	$186,638	$676,208	$195,714
Personnel & Training			$1,057,612	$518,393	$80,083	$255,966	$203,171
IT Services			$997,556	$488,956	$75,536	$241,430	$191,634
SO Admin			$349,433	$171,276	$26,459	$84,570	$67,127
Fiscal Services			$298,434	$146,278	$22,598	$72,228	$57,330
Internal Affairs			$253,085	$124,050	$19,164	$61,252	$48,619
Subtotal			**$11,320,245**	**$7,105,328**	**$774,986**	**$2,712,306**	**$1,145,832**
Total Projected Contract Costs			**FY26-27**	**$25,413,597**	**$3,379,740**	**$11,577,478**	**$6,976,231**

Updated 04/02/26
Using budgeted Salaries & Benefits for FY2026-2027
Assuming 5% increase from FY2026 for Services & Supplies

TOWN OF LOS GATOS

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110 E. Main Street
Los Gatos, CA 95030

OFFICE OF THE TOWN MANAGER
(408) 354-6832
Manager@LosGatosCA.gov

Ms. Leslie Arroyo, City Manager
City of Saratoga
13777 Fruitvale Avenue
Saratoga, CA 95070

March 30, 2026

Subject: Preliminary Proposal for Law Enforcement Services Beginning July 1, 2027

Dear Ms. Leslie Arroyo,

As requested, I am providing a preliminary proposal for the Town of Los Gatos to deliver law enforcement services to the City of Saratoga beginning July 1, 2027. The opportunity to align Saratoga, Monte Sereno, and Los Gatos under a coordinated West Valley service model presents a meaningful enhancement to strengthen public safety, improve regional coordination, and create operational efficiencies that significantly benefit all three communities. This model would allow Saratoga to receive a higher touch, locally accountable level of service while continuing to benefit from the broader support network created by mutual aid, regional initiatives, and coordinated operations within the greater Santa Clara County and our regional partners.

Saratoga has deeply valued its longstanding relationship with the Santa Clara County Sheriff's Office, and we respect the strength of that history. Under the model we are proposing, Santa Clara County Sheriff's Office would remain an important regional public safety partner. This proposal is not intended to diminish that relationship, but rather to offer Saratoga an enhanced primary service model centered on local integration, direct accountability, and accessible connection for alignment with city priorities.

The traditional public safety model of regional boundaries continues to evolve. Communities are increasingly seeking service models that provide not only effective emergency response, but also deeper local alignment, greater transparency, and the ability to adapt quickly to changing community expectations. This proposal is intended to present Saratoga with a clear alternative, one that combines the operational depth of a full-service police agency with the accessibility, accountability, and community integration of a locally governed department.

Our proposal is based on a service level partnership rather than a traditional hours-based billing model. In practical terms, that means Saratoga would receive law enforcement services in the same integrated manner that Los Gatos provides within its own community and through its existing relationship with Monte Sereno. Under that model, services are not limited to a fixed patrol hour allocation. Instead, the city would receive law enforcement services with what Los Gatos provides to itself, including patrol, traffic enforcement, investigations, communications and dispatch, records support, evidence storage, administrative support, specialty resources (Canines, School Resource Officer, and Tactical Teams), community outreach and engagement, and emergency operations

support. The model also includes regular performance reporting, consultation regarding service needs, and direct executive level communication regarding service delivery.

From a governance standpoint for the City of Saratoga, we will integrate a structure that clearly defines service expectations, reporting, accountability, and annual consultation regarding service needs, while leaving operational authority over staffing, training, deployment, supervision, and discipline with the Police Department. We believe that framework provides both professional operational control and direct responsiveness to city leadership.

With respect to pricing, we are currently working with Meliora Public Safety Consulting to update our comprehensive workload analysis of police services to include Saratoga activity and proposed model. Based on the work completed to date and subject to mutual approval of our Councils, we currently anticipate a first year contract beginning July 1, 2027, with an annualized estimate of approximately $9.5 million. Our intent would be to structure pricing in a way that provides moderation and predictability in future annual increases so Saratoga can plan responsibly over multiple fiscal years and avoid undue pressure on the City's operating budget. We have customized our other contract community of Monte Sereno in a similar manner. When compared to the current and projected cost of services through the Santa Clara County Sheriff's Office, we are confident this model presents a meaningful opportunity for Saratoga to realize cost efficiencies while simultaneously enhancing service delivery, visibility, and local engagement.

We developed the proposed model to offer Saratoga meaningful operational advantages, including localized dispatch and communications, stronger performance reporting and accountability, modern policing technology, advanced drone and ALPR capabilities, integrated emergency preparedness, community policing model, enhanced investigative follow up, school safety support, and a more coordinated regional emergency management framework. For ease of review, I have summarized some of those features in Attachment 1, Preliminary Service Model and Partnership Features. I have also enclosed the current Monte Sereno law enforcement services agreement as a reference point for the type of contract structure, service expectations, reporting framework, and costing methodology that inform this preliminary proposal.

In addition to these service features, Los Gatos's average response times for the most recent reviewed reporting period were outstanding and are reported as:

- Priority 1: 4 minutes 22 seconds
- Priority 2: 6 minutes 28 seconds
- Priority 3: 6 minutes 59 seconds

Overall, we believe this proposal presents Saratoga with an opportunity to join a more integrated, locally accountable, and community service oriented law enforcement partnership while preserving the regional relationships and public safety coordination that are important to all of our communities. If Saratoga has interest in exploring this concept further, I would welcome the opportunity to meet with you and your team to discuss service expectations, governance considerations, and the development of a more refined scope and cost framework for fiscal year 2027 to 2028.

Together, Attachment 1 and the current Monte Sereno agreement are intended to provide both a concise summary of the proposed partnership model and a practical example of how that model can be documented in an intergovernmental agreement. Thank you for your consideration.

Respectively submitted,

Chris Constantin

Chris Constantin
Town Manager

Attachments

1. Attachment 1 – Preliminary Service Model and Partnership Features
2. Current Monte Sereno Law Enforcement Services Agreement

Attachment 1
Preliminary Service Model and Partnership Features

Under the proposed model, Saratoga would be served through an integrated West Valley law enforcement partnership designed to provide local accountability, operational depth, and coordinated regional support. Key features include the following:

1. Dedicated local service model
Rather than viewing law enforcement as a set number of purchased hours, Los Gatos would treat Saratoga as part of its service area. That approach supports stronger day to day alignment with city leadership, greater responsiveness to local priorities, and better adaptability as community needs evolve.

2. Localized dispatch and communications
Service would be delivered through the Los Gatos-Monte Sereno Police Department's dedicated communications center, with local geographic knowledge, tailored call prioritization, close coordination between dispatch and field units, and the ability to provide analytics upon request.

3. Greater transparency and service accountability
Leadership would receive biannual reporting to the City Council with performance measures that include crime statistics, response times, traffic enforcement trends, significant crime summaries, and patrol service hours, along with at least quarterly reporting to the City Manager. The model also includes an escalation pathway if concerns arise regarding performance information or service delivery.

4. Modern technology and data driven policing tools
Los Gatos deploys modern law enforcement technology, including Axon body worn TASER systems, body worn camera capability, and other digital evidence tools that support documentation, transparency, and effective investigations. Staff also use current analytical and investigative tools to support case development and informed operational decision making.

5. Advanced drone capabilities
The ability to deploy drones from the field and, as appropriate, through expanded deployment models strengthens situational awareness, supports officer safety, and improves incident assessment. As one of the few agencies in the County with the ability to deploy from stationary locations, staff can receive timely information that supports a more effective response.

6. ALPR integration and intelligence led policing
Los Gatos has demonstrated experience managing and leveraging Automated License Plate Reader systems, currently through Flock, and can work with Saratoga to evaluate and integrate its existing ALPR network in support of investigations, real time alerts, and crime prevention.

7. Smart surveillance and real time intelligence capabilities
Los Gatos is implementing Verkada camera systems with advanced object detection and integrating Axon Fusus to strengthen situational awareness. These tools can help bring together camera feeds, ALPR data, and drone imagery into a more unified operational picture that supports quicker assessment and more informed deployment decisions.

8. Stronger community policing and engagement
Los Gatos's service approach emphasizes relationship based policing with residents, businesses, schools, faith communities, service clubs, and other community stakeholders. Regular outreach, visibility, and proactive problem solving are central to the model and help build trust while working to prevent crime before it occurs.

9. Complaint handling and performance review
The model provides a formal process for submitting and reviewing complaints, together with an executive escalation path if concerns arise regarding performance information or service delivery. That level of clarity supports accountability, transparency, and trust between partner agencies.

10. Integrated emergency preparedness and response
Los Gatos provides active coordination with Community Emergency Response Teams and its Disaster Aid Response Team, along with robust disaster planning and readiness for wildfire and other major incidents, including Wildland Urban Interface risk mitigation supported by field and aerial deployment capabilities. The same model would be extended to Saratoga so that emergency coordination is addressed as part of the core public safety partnership.

11. Comprehensive emergency management capabilities
Integration of police services across Los Gatos, Monte Sereno, and Saratoga would support more coordinated response during emergencies and large scale incidents. Los Gatos and Monte Sereno are already moving forward with an integrated traffic flow and evacuation route model to strengthen evacuation planning, and Saratoga's inclusion would further enhance that regional approach.

12. School safety and youth engagement
Los Gatos provides a School Resource Officer model that enhances campus safety and builds positive relationships with students and would be prepared to extend that same approach to Saratoga.

13. Enhanced investigative follow up
Los Gatos adds value through thorough investigations, strong case continuity, consistent victim support, and collaboration with specialized regional units when needed. This helps ensure residents feel their cases matter and reflects a community oriented policing model that emphasizes understanding and responding to community needs.

14. Consistency, continuity, and accountability in service delivery
Los Gatos's preference would be to enter into an agreement that treats Saratoga in the same integrated manner as Los Gatos, with clear service expectations, a transparent and predictable cost framework, and direct accountability to Saratoga leadership and community priorities.

15. Real time crime and intelligence integration (RTIC)
Through Axon Fusus integration and coordinated technology platforms, Los Gatos is building toward a real-time operational environment that enhances situational awareness, supports faster decision-making, and allows staffing resources to be deployed more effectively. This capability is designed to scale across partner communities, including Monte Sereno and Saratoga.

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AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE TOWN OF LOS GATOS AND THE CITY OF MONTE SERENO

This Agreement for Law Enforcement Services ("Agreement") is entered into by and between the TOWN OF LOS GATOS ("Los Gatos" hereinafter) and the CITY OF MONTE SERENO ("Monte Sereno" hereinafter) (collectively the "Parties"), both municipal corporations and general law cities located in the County of Santa Clara, State of California.

RECITALS

A. Los Gatos has its own Los Gatos Police Department ("Department" hereinafter) and Monte Sereno does not.

B. Monte Sereno has contracted with Los Gatos since 1995 for police services and desires to continue to obtain police services from Los Gatos, as further described in Section 2 below, through an amended and restated contract and provide for police protection within its boundaries pursuant to this Agreement.

C. This Agreement is entered into pursuant to provisions of California Government Code Sections 55631 through 55634, and any and all other applicable authority.

D. Los Gatos and Monte Sereno desire to enter into a five (5) year agreement effective with an option to renew once for another five years.

NOW, THEREFORE, in consideration of the recitals and the mutual promises contained herein, Los Gatos and Monte Sereno agree as follows:

AGREEMENT

1. GENERAL PROVISIONS.

(a) This Agreement for Law Enforcement Services is effective July 1, 2025, and thereafter the provisions herein supersede and replace any previous agreement or amendments executed by the Parties.

(b) In this Agreement, the word "Chief" means Chief of Police of the Town.

(c) The Chief and their staff shall have sole authority and control over the overall operations and the procedural manner in which the police services are performed under this Agreement. On or before the 1st day of April of each year of this Agreement, the Chief and Town Manager shall consult with the Monte Sereno City Manager on service level issues and the Parties may modify this Agreement by written amendment

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signed by both Parties as necessary to meet the needs of Monte Sereno subject to approval by the City and Town Council of each entity.

(d) The Chief or a member of the Chief's staff will attend Monte Sereno City Council meetings on a bi-annual basis and provide performance measures to the City of Monte Sereno City Council. These performance measures shall include crime statistics, response times and traffic enforcement trends and/or significant crime report summaries as well as patrol service hours provided for the prior six month period. In addition, the Chief or a member of the Chief's staff shall submit reports at least quarterly, unless otherwise agreed to by the Parties, to the Monte Sereno City Manager detailing the incidence of crime in the City. Through its City Manager, the City can request a higher level review of reported performance information when there are concerns related to the accuracy of information presented. The review shall first be at the Chief level, and if the response is not satisfactory, the Town Manager or designee will be charged with conducting an escalated review. As appropriate, the Chief or Town Manager will provide a response to the City Manager related to the review.

(e) Los Gatos and Monte Sereno shall cooperate in the preparation and submission of applications for government law enforcement grants for police services in and for the City. Los Gatos and Monte Sereno agree that there is a mutual benefit to such efforts. Los Gatos and Monte Sereno also agree that either may independently pursue grants and shall be individually responsible, therefore.

(f) The Los Gatos Police officers and personnel shall remain employees of the Town. Responsibility for and control over the selection, hiring, training, assignment and discipline of Los Gatos police personnel and other matters incident to the performance of services hereunder and the control of Los Gatos personnel shall remain exclusively within Los Gatos's authority. Formal complaints regarding the conduct of Los Gatos Police personnel may be submitted by an aggrieved party, including the Monte Sereno City Manager, to the Town and will be reviewed in accordance with Town Policy A-22 which relates to complaints against police officers.

(g) Employee relations and related issues, including, but not limited to, Los Gatos employee salaries and benefits, shall be the sole and exclusive responsibility of Los Gatos. As the employer, Los Gatos retains its full rights to make employment

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decisions regarding any police officers or police personnel, without any prior notice to Monte Sereno.

2. SERVICE PROVISIONS.

(a) General Services. Los Gatos shall provide police protection services to Monte Sereno for and during the term of this Agreement and any extension or extensions thereof. Services shall be the same as those provided to the Town and include the following:

(i) The enforcement of State Statutes and Municipal Ordinances of Monte Sereno (with any necessary legal assistance to be provided by counsel for either Los Gatos or Monte Sereno, depending upon where the violation took place), except such Municipal Ordinances of the type which would require special training of officers (e.g. certification in noise measurement, etc.) or of a type of enforcement that is contracted by Los Gatos to a third party or other public agency. Nothing herein contained shall preclude enforcement by Los Gatos personnel of the above-excepted ordinances;

(ii) Sworn Officer services commensurate with the coverage provided in Los Gatos.[1]*(Sworn Officers may include the Traffic Sergeant, School Resource Officers[2], detectives, or other sworn personnel spending directed or discretionary time within Monte Sereno);

(iii) Intake, processing, evaluation and issuance of concealed carry weapons permits in accordance with City Ordinance;

(iv) Traffic enforcement[1]*;

(v) Community Service Officer[3] services;

(vi) Investigations of cases meeting the assignment criteria being used by Los Gatos;

[1]*This includes activity and patrol time expended in Monte Sereno, and all other related administrative duties including, but not limited to, booking of evidence, report writing, case follow-up for cases originating in Monte Sereno.

[2] School Resource Officer as defined on the Town of Los Gatos Operations Bureau page available at https://www.losgatosca.gov/138/Operations-Bureau.

[3] Community Service Officer as defined in the Town of Los Gatos Job Descriptions available at https://www.losgatosca.gov/419/Job-Descriptions.

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(vii) 24-hour per day communications services to include:

(A) 9-1-1 service;

(B) Police dispatching; and

(C) After-hours dispatching of non-police services.

(viii) Police Records Specialist[4] services;

(ix) Evidence Storage;

(x) Administrative support;

(xi) Collateral Specialty Teams[5] and Additional Programs/Resources offered in Los Gatos including, but not limited to, investigative resources for both criminal and traffic related scenes and volunteers from various programs;

(xii) Coordination of police resources in the event of a major disaster or emergency that necessitates the activation of the Emergency Operations Center ("E.O.C.") in the Town, as more specifically detailed in Section 2b below.

(b) Emergency Operations Center. In the event of a major disaster or emergency in Monte Sereno that necessitates the activation of the E.O.C., the Town shall open the E.O.C. for use by Monte Sereno and activate the E.O.C. based on the needs of the disaster. A Department representative shall immediately be dispatched to the E.O.C. and report to the Monte Sereno Director of Emergency Services (City Manager or designee). Either the Chief or a Captain will respond as soon as possible and will assume responsibility of working with Monte Sereno City officials as needed. The Town shall maintain the E.O.C. and the E.O.C. infrastructure.

For the purpose of performing all of the services provided for in this Agreement, Los Gatos shall provide personnel, supervision, communications, equipment and supplies necessary to maintain the services to be rendered; provided,; however, if in the sole judgment of the Chief or their designee, an emergency arises in Los Gatos which requires temporary diversion of officers and vehicles from Monte Sereno, the same may be diverted to Los Gatos on an emergency basis, and to the extent emergencies in Monte

[4] Police Records Specialist as defined in the Town of Los Gatos Job Descriptions available at https://www.losgatosca.gov/419/Job-Descriptions.

[5] Collateral Specialty Teams as provided in the Town of Los Gatos FY 2023-24 Operating Budget available at https://www.losgatosca.gov/DocumentCenter/View/36220/FY-2023-24-Operating-Budget?bidId=.

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Sereno require additional police support, the Chief or the Chief's staff may divert personnel and vehicles from Los Gatos to Monte Sereno for any emergencies.

(c) In the event of a disaster, any FEMA, CalOES, or other reimbursement or allocation of funds (including litigation settlements or federal or state budget appropriations) associated with the disaster in Monte Sereno and provided to Monte Sereno shall be used, in part, to reimburse the Town for any costs incurred by the Town as a result of responding to the disaster. In any submission for reimbursements or allocations, Monte Sereno shall include Town costs and time.

(d) Communication

(i) Performance Information. Los Gatos will make available and provide information related to service performance in Monte Sereno to the City Council which is equivalent to the information being provided to the Town Council of Los Gatos.

(ii) Notifications. Los Gatos will work with Monte Sereno to ensure Monte Sereno is informed of key activity related to the services provided through this Agreement and in a manner equivalent to information provided to the Town Council of Los Gatos. This includes, but is not limited to, major incidents within Monte Sereno, changes to key personnel servicing Monte Sereno such as the Chief, and/or other information which would normally be provided from police operations.

3. AUTHORITY

(a) The authority for assignment, control and discipline of Los Gatos police officers, personnel, and employees and other matters incident to the performance of services by Los Gatos under this Agreement, shall remain with Los Gatos.

(b) Monte Sereno shall designate the Chief as its Chief in order to satisfy the provisions of Part I, Division 3, Title 4 of the California Government Code (sections 36501, et seq.).

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4. RESPONSIBILITIES

(a) Monte Sereno shall not be liable for payment of salaries, wages or other forms of compensation to any Los Gatos personnel performing services hereunder, including personnel performing indirect services hereunder, such as police management personnel, watch commanders, background investigators, Community Service Officers, police communications personnel, and police clerical personnel. It is understood and agreed that for such purposes all such Los Gatos personnel performing either direct or indirect services to Monte Sereno hereunder shall be deemed employees of Los Gatos while acting in or for Monte Sereno pursuant to this Agreement. Los Gatos shall maintain Workers' Compensation Insurance and Automobile Insurance covering all Los Gatos personnel and vehicles performing services under this Agreement.

(b) Los Gatos and Monte Sereno each represent and warrant that they are insured, through self-insurance or otherwise, in amounts sufficient to honor their respective indemnification obligations provided in Section 7 below, and that the indemnifying party's insurance coverage shall be the primary insurance as respects the other party. However, the maintenance of such insurance shall in no way reduce the obligation of either party to indemnify, defend, and hold harmless either party or its officers, agents, and employees.

5. PAYMENT FOR SERVICES

(a) A year, for the purposes of this Agreement, is the period beginning on July 1st and ending on June 30th.

(b) Annual Base Rate. For the services outlined in Section 2 above, beginning July 1, 2025, Monte Sereno agrees to pay Los Gatos the annual base rate of $1,458,319 ("Base Rate"). The Base Rate includes an overhead rate built into annual base amount and includes but is not limited to: personnel costs of 2.0 FTE Officers, supplies, materials, facilities and vehicle costs, as well as administrative time for the Town Attorney, Town Manager's Office, Human Resources Department and Finance Department. Included in the Base Rate is the cost to maintain the E.O.C. facility, the E.O.C. infrastructure and for activation of the E.O.C. in the event of a disaster or emergency as required in Section

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2(b). Any additional services furnished to Monte Sereno in the event of a disaster or emergency are not covered under this Agreement.

(c) Supplemental Law Enforcement Services Fund. In the event the City is awarded monies from the Supplement Law Enforcement Services Fund (SLESF) from the State of California, Monte Sereno will grant those funds to Los Gatos for additional front line police services consistent with the Supplemental Law Enforcement Services Fund program and agreed upon in writing by the Parties within 30 days of receipt of the monies from the State of California. For the 2025 distribution, the Parties agree that Monte Sereno will retain the portion of the SLESF funds necessary to establish the Flock Camera system in Monte Sereno. The remainder will be paid to Los Gatos and used for those services agreed upon by the parties.

(d) Extensive Services. In the event of extensive services, as described in this subsection (d), provided to Monte Sereno due to critical incident(s), Los Gatos will track incident time for these events.

(i) When it appears to the Chief, in their sole discretion, a single incident or a series of related incidents will involve 320 hours or more Department service hours in a year, the Chief of Police will so inform the Monte Sereno City Manager and discuss the necessary staffing levels to complete all of the associated tasks, including, but not limited to, investigations, records, court filings, and all of required work on the case and/or related cases.

(ii) If the Department service hours required for a single incident or a series of related incidents reported to the Monte Sereno City Manager as provided in subsection (d)(1) above result in Los Gatos performing more than 700 hours of Department service(s) in a year of the incident or the first incident in a series of related incidents, Los Gatos shall provide Monte Sereno with an accounting of the total service hours broken down between the incidents and the related Department services. and Monte Sereno agrees to pay for any additional services over 320 hours for the incident(s) in a year at the actual cost to Los Gatos to provide the services.

(iii) In instances where total hours equal or exceed 700 hours, Monte Sereno will be invoiced for the cost associated for hours exceeding 320. Such

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invoice will be payable on the fifteenth (15th) day of the succeeding month from the date of invoice.

(e) Los Gatos shall provide the Monte Sereno City Manager with a monthly statement for 1/12 of the Base Rate and the same shall be due and payable on or before the fifteenth (15th) day of the month next succeeding the month during which any such statement is mailed or delivered. All such statements shall be delivered to Monte Sereno as is specified in Section 7 (b) of this Agreement. Failure to pay within sixty (60) days of the due and payable date shall result in a penalty payment of ten (10) percent of the Base Rate.

(f) The Base Rate set forth in 5(b) shall increase yearly based on the Average Annual Consumer Price Index for benefits for the 12-month period ending December of the proceeding calendar year plus 2%. As such, Parties agree to use the U.S. Department of Labor, Bureau of Labor Statistics Employment Cost Index for State and Local Government Workers. In no event shall the annual increase be less than 2% nor exceed 7%.

(g) In the event of a substantive change in personnel costs to the Town, including, but not limited to, the reduction in Police Department workforce, such that the services provided to Monte Sereno are affected, the Parties may negotiate for amended terms to this Agreement.

(h) E.O.C. Pursuant to Section 2, the E.O.C. is available for Monte Sereno's use as part of this Agreement. Use is defined based on any single occupancy of the facility, regardless of length of time, subject to availability, and Los Gatos staffing resources. Monte Sereno is entitled to first priority to use the E.O.C. second only to Los Gatos. The Monte Sereno City Manager must request the use of the E.O.C. by contacting the Los Gatos Town Manager or designee. Los Gatos retains its full discretion in the use of the E.O.C. In the event the need for the E.O.C. is based on a disaster or emergency that affects Los Gatos and Monte Sereno, the Parties agree to work cooperatively to share the E.O.C. and the E.O.C. infrastructure.

(i) Crime laboratory fees, booking fees, and fees associated with the Santa Clara County Automated Fingerprint System (Cal ID), charged by the County of Santa Clara, or any other city, county or state agency, for incidents originally occurring in Monte

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Sereno shall be paid by the City, directly to the County of Santa Clara or applicable public agency and are not included in this Agreement.

(j) No other costs of any kind, including but not limited to capital projects, construction, equipment, or unforeseen personnel actions, will be added to the costs of the services unless specifically addressed in this Agreement.

(k) Any and all property acquired by Los Gatos under and pursuant to this Agreement shall be and at all times remain the property and responsibility of Los Gatos without any division or distribution thereof upon termination of this Agreement, except as otherwise agreed upon in writing. Property acquired by Monte Sereno shall remain the property and responsibility of Monte Sereno, except as Monte Sereno cedes such property to Los Gatos for the performance of services under this Agreement.

(l) The consideration provided to be paid to Los Gatos will not result in any surplus money and no monies shall be subject to refund to Monte Sereno at any time during or after the termination of this Agreement, unless there is overpayment.

6. TERM

This Agreement shall be effective July 1, 2025, and be operative through June 30, 2030, subject to the following cancellation provision:

(a) Except as otherwise provided in this subsection (a), the Town commits to providing the services pursuant to Section 2 of this Agreement for a three year period July 1, 2025 – June 30, 2028. During this initial three year period, Los Gatos may, at its option, only terminate this Agreement for cause and if Monte Sereno fails to cure a material breach of this Agreement within a period of 30 calendar days, from the date of Los Gatos's written notice specifying the material breach.

(b) After June 30, 2028, either Los Gatos or Monte Sereno may unilaterally with or without cause terminate this Agreement upon at least eighteen (18) months written notice to the other party.

(c) This Agreement may also be terminated or amended as of any date by written mutual agreement of both Parties.

(d) In the case of termination of this Agreement, Los Gatos will retain and provide the appropriate documents, records, and other information normally maintained

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by a law enforcement agency and transfer such appropriate documents to Monte Sereno in a reasonable timeline to facilitate Monte Sereno's obligation to perform law enforcement activity.

(e) The Parties agree to meet before January 1, 2029, to evaluate number of calls for service, number of incidents, total hours spent on Monte Sereno cases, use of the cap on Index changes, and other metrics and will determine whether or not to extend the Agreement for an additional five (5) years beginning July 1, 2030 and ending June 30, 2035. If the Parties determine an extension of the Agreement is appropriate, they shall work together to negotiate an amendment or extension to this Agreement which may include any new, mutually agreed upon terms.

7. INDEMNIFICATION

Except as set forth below, each party shall indemnify, defend, and hold harmless the other party for any claim, injury, loss, or damage, including all costs and reasonable attorney's fees, arising out of that party's performance pursuant to this Agreement. This obligation to indemnify, defend, and hold harmless excludes the claims, injuries, loss, or damages arising out of the other party's gross negligence or willful misconduct.

Additionally, Monte Sereno will indemnify, defend, and hold harmless Los Gatos from any claims, injury, loss, or damage, arising out of the following activities:

(a) Enforcement of the Monte Sereno Municipal Code where the primary basis for such claim, injury, loss, or damage is a defect of the Code which is outside the control of Los Gatos or where Los Gatos employees did not materially contribute to such defect during enforcement;

(b) Actions taken by Los Gatos employees where the claim, injury, loss, or damage was due to a condition which was solely due to Monte Sereno's failure to comply with applicable federal, state, or local requirement which rendered any subsequent action indefensible by sole virtue of Monte Sereno's failure.

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(c) Vehicle tows conducted in reliance upon the Monte Sereno Municipal Code or Monte Sereno signage, except to the extent such claim is based on the negligence of the towing company or the conduct of the Department;

(d) Law enforcement services provided at public or community meetings in Monte Sereno if specifically directed by the Monte Sereno City Manager, Mayor, or presiding Councilmember but not to the extent such claim is based on the conduct of the police officer; or

(e) Enforcement of permit conditions (e.g., special use permits, temporary use permits, etc.) in Monte Sereno except to the extent such claim is based on the conduct of the police officer.

If indemnification or defense is triggered, the Parties will coordinate with each other in the defense and the indemnifying party shall bear sole responsibility for the cost of defense, penalties or other damages resulting from the claim.

8. INSURANCE

(a) Scope of Insurance: Each party agrees to obtain the minimum scope of insurance described below for the duration of this contract:

(i) General Liability insurance policy(ies) insuring the entity to an amount not less than: five million dollars ($5,000,000) per occurrence for bodily injury, personal injury and property damage.

(ii) Each party agrees to provide the other party all certificates of insurance, with original endorsements effecting coverage as applicable, before this contract takes effect.

(b) General Liability:

(i) Each entity is to be covered as additional insured/additional covered party as respects: liability arising out of activities performed by or on behalf of the entity and premises owned or used by the Consultant.

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(ii) Each entity's insurance coverage shall be primary insurance as respects the other entity, its elected and appointed officials, employees and agents. Any insurance or self-insurances maintained by the other entity, its elected and appointed officials, employees, or agents, shall be excess of the other entity'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 other entity, its elected and appointed officials, employees or agents.

(iv) The 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.

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

(d) Any available insurance proceeds broader than, or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to meet settlement or judgment of any and all claims. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Party.

9. MISCELLANEOUS

(a) No person is intended to or shall be a third party beneficiary to this Agreement.

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(b) It is understood that the Town, and its employees, in the performance of the services agreed to be provided hereunder, shall act as and be an independent contractor and not an agent or employee of Monte Sereno.

(c) Any notice required by this Agreement shall be mailed or delivered to the Town of Los Gatos at 110 E. Main Street, Los Gatos, California 95032, Attention: Town Manager and to the City of Monte Sereno, 18041 Saratoga-Los Gatos Road, Monte Sereno, California, 95030, Attention: City Manager. A party's address may be modified by addressee's giving written notice of such modification to the other party calling specific attention to this Agreement.

(d) If any provision of this Agreement shall be held to be invalid, such provision shall be severable and such invalidity shall not impair the validity of any other provision of this Agreement.

(e) This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the Parties.

(f) Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

(g) The waiver of either party of any violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent reach or violation of the same term or condition.

(h) In the case of dispute between the Parties, both Parties shall meet and confer to discuss the dispute and potential remedies. If the meet and confer does not resolve the dispute, both Parties agree the next step would be mediation. In the event of any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, the Parties agree to submit the matter to mediation. Mediation shall be conducted within the County of Santa Clara by a mutually agreeable mediator. If the Parties cannot agree upon a mediator within thirty (30) days after either Party has requested mediation, a mediator shall be appointed by the Judicial Arbitration and Mediation Services (JAMS) office located

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nearest to Santa Clara County. All costs of mediation shall be shared equally by both Parties. The obligation to mediate shall be a condition precedent to the filing of any legal action or proceeding.

(i) In any legal action filed in state or federal court for enforcement of this Agreement, the successful party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled by law.

(j) The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

(k) This Agreement shall be governed by and interpreted in accordance with California law.

(l) The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

Signed by:
Diana Perkins
43D41E2388B54DD...
CITY OF MONTE SERENO

4/16/2025
Date

Signed by:
Chris Constantin
3EF03F232F1B428...
TOWN OF LOS GATOS

4/23/2025
Date

APPROVED AS TO FORM

DocuSigned by:
Kirsten Powell
00F15E0E71244B4...
4/16/2025
Office of the City Attorney

APPROVED AS TO FORM

Signed by:
Gabrielle Whelan
EFD6738A5534428...
4/23/2025
Office of the Town Attorney

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ATTEST

Signed by:
Wendy Wood 4/23/2025
26A726C4AE6A4D9...
Town Clerk