

AGREEMENT FOR CONSULTANT SERVICES

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

I. RECITALS

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

II. AGREEMENTS

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

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

- 2.6 Compensation. Compensation for Consultant's professional services **shall not exceed \$126,631.00**, inclusive of all costs as described in Exhibit A. Payment shall be based upon Town approval of each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

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

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

- 2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.
- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, Consultant may perform some obligations under this Agreement by subcontracting but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to

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

- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

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

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

General Liability:

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

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

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

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

IV. GENERAL TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

Town of Los Gatos by:

Consultant, by:

DocuSigned by:

Laurel Prevetti

5/20/2021

Laurel Prevetti, Town Manager

DocuSigned by:

Admas Zewdie

5/18/2021

Admas Zewdie, President

Recommended by:

DocuSigned by:

Matt Morley

5/19/2021

Matt Morley
Director of Parks and Public Works

Admas Zewdie, President

Printed Name and Title

Approved as to Form:

DocuSigned by:

Robert W. Schultz

5/20/2021

Robert Schultz, Town Attorney

Attest:

DocuSigned by:

Shelley Neis

5/20/2021

Shelley Neis, MMC, CPMC, Town Clerk

SCOPE OF SERVICES

1 PROJECT MANAGEMENT

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

Deliverables:

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

Assumptions:

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

2 TOPOGRAPHIC SURVEY

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

Deliverables:

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

Assumptions:

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

3 DATA COLLECTION AND ALTERNATIVE ANALYSIS

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

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

Deliverables:

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

Assumptions:

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

4 COMMUNITY OUTREACH

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

Deliverables:

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

Assumptions:

- Preparation of graphic renderings are not included.

5 UTILITY COORDINATION

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

Deliverables:

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

Assumptions:

- Preparation of graphic renderings are not included.

6 FINAL DESIGN

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

6.1 65% PS&E

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

SCOPE OF SERVICE

- > Title Sheet (1 sheet)
 - > Notes, Legend, and Abbreviations (1 sheet)
 - > Existing Conditions Plan (1"=20' scale, 3 sheets)
 - > Demolition Plan (1"=20' scale, 3 sheets)
 - > Improvement Plans (1"=20' scale, 3 sheets)
 - > Signing and Striping Plans (1"=20' scale, 3 sheets)
 - > Construction Details (6 sheets)
 - > Standard Details (2 sheets)
 - > Best Management Practices (1 sheet)
 - > Total (23 sheets)
- **Technical Specifications** – Prepare draft technical specifications using the Town of Los Gatos specification format and content. Supplement technical specifications as needed with Caltrans standards for project work not already covered by the Town’s standard specifications. Prepare bid tabulation and detailed measurement and payment section. The bid tabulation and the units of measurement shall be consistent with the cost estimate.
 - **Estimate** – Prepare estimate of probable cost based on items and quantities of work shown on the plans. Unit prices will be based on the magnitude of the quantities and recently awarded local projects and engineer’s judgment.

<p>Deliverables:</p> <ul style="list-style-type: none"> • 65% Plans (PDF) • 65% Technical Specifications (MS Word, PDF) • 65% Cost Estimate (MS Excel, PDF) 	<p>Assumptions:</p> <ul style="list-style-type: none"> • Town will prepare front-end specifications. • Town will provide sheet border, and CAD drafting standards if available. • Town will be responsible for environmental clearance, right of way certification, and E-76 authorization coordination. • Landscaping and irrigation design is not included in the scope of work. • The optional segment (Cherry Blossom Lane to Short Road) is not included.
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6.2 100% PS&E

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

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

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

Deliverables:

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

Assumptions:

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

7 BID SUPPORT

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

Deliverables:

- Responses to RFIs

Assumptions:

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

8 CONSTRUCTION ADMINISTRATION

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

Deliverables:

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

Assumptions:

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

9 SUPPLEMENTARY SERVICES

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

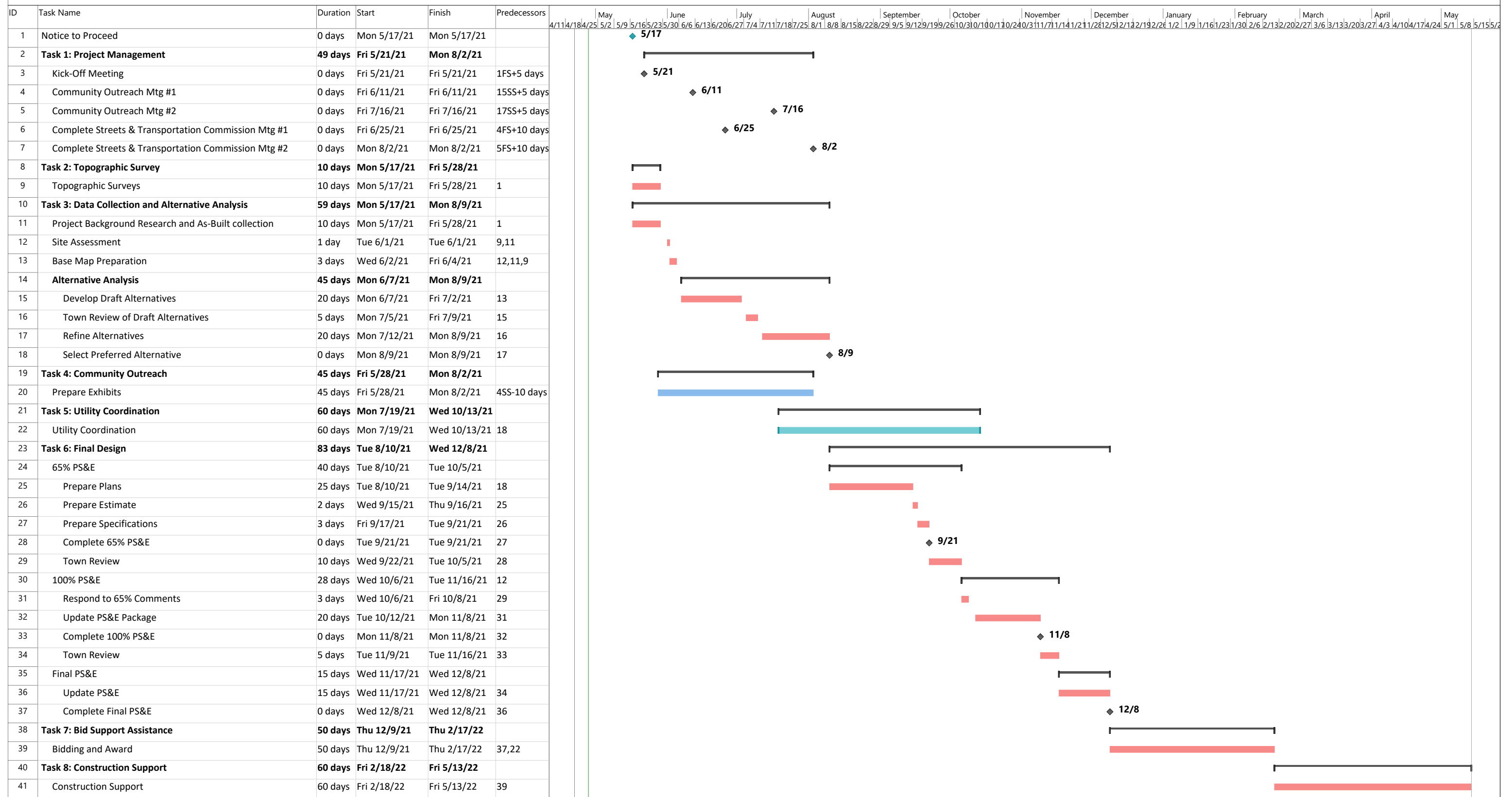
ActiveWayz Engineering
Fee Estimate

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

Tasks	ActiveWayz Engineering								PLS Surveys	Grand Total
	Project Manager	Project Engineer	Design Engineer	Engineering Technician	Total	Subtotal Fee	Direct Expenses	Total Fee	Total Fee	
	Hours									
	\$198	\$168	\$124	\$60						
1. Project Management	54	—	—	—	54	\$10,692	—	\$10,692	—	\$10,692
Project Management & Coordination	16	—	—	—	16	\$3,168	—	\$3,168	—	\$3,168
Project Schedule	4	—	—	—	4	\$792	—	\$792	—	\$792
Kick-Off Meeting	2	—	—	—	2	\$396	—	\$396	—	\$396
Project Coordination Meeting	16	—	—	—	16	\$3,168	—	\$3,168	—	\$3,168
Ourteach Meetings (4)	16	—	—	—	16	\$3,168	—	\$3,168	—	\$3,168
2. Topographic Survey	—	—	—	—	—	—	—	—	\$18,500	\$18,500
Field Topographic Survey & R/W Mapping	—	—	—	—	—	—	—	—	\$18,500	\$18,500
3. Data Collection and Alternative Analysis	32	—	52	66	150	\$16,744	—	\$16,744	—	\$16,744
Site Assessment	4	—	4	—	8	\$1,288	—	\$1,288	—	\$1,288
Project Background Information	—	—	8	8	16	\$1,472	—	\$1,472	—	\$1,472
Base Map Preparation	2	—	8	8	18	\$1,868	—	\$1,868	—	\$1,868
Alternatives Analysis	26	—	32	50	108	\$12,116	—	\$12,116	—	\$12,116
4. Community Outreach	16	—	16	40	72	\$7,552	—	\$7,552	—	\$7,552
Prepare Exhibits	8	—	16	40	64	\$5,968	—	\$5,968	—	\$5,968
Attend Meetings (up to 4 additional)	8	—	—	—	8	\$1,584	—	\$1,584	—	\$1,584
5. Utility Coordination	16	—	24	—	40	\$6,144	—	\$6,144	—	\$6,144
Utility Coordination	16	—	24	—	40	\$6,144	—	\$6,144	—	\$6,144
6. Final Design	81	111	86	189	467	\$56,689	—	\$56,689	—	\$56,689
65% PS&E	60	82	64	140	346	\$41,992	—	\$41,992	—	\$41,992
100% PS&E	15	21	16	35	87	\$10,498	—	\$10,498	—	\$10,498
Final PS&E	6	8	6	14	35	\$4,199	—	\$4,199	—	\$4,199
7. Bid Support	4	4	—	—	8	\$1,464	—	\$1,464	—	\$1,464
Pre-bid meeting	2	—	—	—	2	\$396	—	\$396	—	\$396
Bid Support	2	4	—	—	—	\$1,068	—	\$1,068	—	\$1,068
8. Construction Administration	9	8	—	12	29	\$3,846	—	\$3,846	—	\$3,846
Meetings	3	—	—	—	3	\$594	—	\$594	—	\$594
Shop Drawing Reviews	2	4	—	—	6	\$1,068	—	\$1,068	—	\$1,068
RFIs	2	4	—	—	6	\$1,068	—	\$1,068	—	\$1,068
As-builts	2	—	—	12	—	\$1,116	—	\$1,116	—	\$1,116
9. Supplementary Services	—	—	—	—	—	—	\$5,000	\$5,000	—	\$5,000
Supplementary Services	—	—	—	—	—	—	\$5,000	\$5,000	—	\$5,000
Total	212	123	178	307	820	\$103,131	\$5,000	\$108,131	\$18,500	\$126,631



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



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

ACTIVEWAYZ' RESPONSES TO CLARIFICATION QUESTIONS ON THE PROJECT SCOPE

04/06/2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESPONSE: See response to Question 3 above.

FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

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

RECITALS

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

AMENDMENT

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

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

2. Section 2.6 Compensation is amended to read:

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

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

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

Town of Los Gatos by:

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

Laurel Prevetti
Town Manager

Consultant by:

DocuSigned by:
Admas Zewdie
EC49C3B6AA474E...

Admas Zewdie, President

Print Name/Title

Recommended by:

DocuSigned by:
Matt Morley 3/11/2022
BBA0B3B0D8F4484...

Matt Morley
Director of Parks and Public Works

Approved as to Form:

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

Robert Schultz, Town Attorney

Attest:

DocuSigned by:
Shelley Neis 3/23/2022
B9666F65B1F34F6...

Shelley Neis, MMC, CPMC, Town Clerk





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

February 18, 2022

Suyesh Shrestha, Assistant Engineer
Town of Los Gatos, Engineering Department
41 Miles Ave, Los Gatos, CA 95030
(408) 395-1437

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

Dear Suyesh:

The Shannon Road Pedestrian and Bikeway Improvements Project has reached a significant milestone with the completion of the 65% Project Plans. These plans reflect the extensive community input received on the project during its development. As we get ready to complete the remaining project tasks, and accommodate some of the requests from the community, I would like to inform you that scope and budget amendment is needed to complete the project. Below, I have provided explanation of the additional scope of work for the project.

1. **Sidewalk extension to E. La Chiquita Avenue** – The project scope currently ends at the Shannon Road/Cherry Blossom Lane intersection. This task will extend the sidewalk improvements to E. La Chiquita Avenue on the south side of Shannon Road. PLS Surveys will perform field topographic survey and existing right of way determination. ActiveWayz Engineering will prepare design plans, estimate, and specifications for the added area. The scope excludes curb return modification and curb ramp design at the Shannon Road/E. La Chiquita Avenue intersection.
2. **Additional Project Management Effort** – The project experienced delays to solicit and accommodate additional community input. Several additional team coordination meetings were held to discuss and coordinate potential project changes and concerns raised by community members. Additional community meetings were held based on residents' requests and Council's direction.
3. **Additional Alternative Analysis** – Several iterations of the project alternatives were developed beyond the three alternatives included in the scope of work to evaluate requests from community members as well as Town staff.
4. **Public Meetings** – Visual renderings were prepared for the alternatives to assist with community engagement.

5. **Design Revisions** – After the project concept was approved and design effort commenced, additional design modification requests were raised at community meetings and individual resident outreach meetings.

Project Budget Summary

Task	Original Contract Amount	Amendment Requested	Contract Amount after Amendment
1. Project Management	\$10,692	\$5,000	\$15,692
2. Topographic Survey	\$18,500	\$3,500	\$22,000
3. Data Collection and Alternative Analysis	\$16,744	\$10,840	\$27,584
4. Community Outreach	\$7,552	\$3,500	\$11,052
5. Utility Coordination	\$6,144	-	\$6,144
6. Final Design	\$56,689	\$27,000	\$83,689
7. Bid Support	\$1,464		\$1,464
8. Construction Administration	\$3,846		\$3,846
9. Supplementary Services	\$5,000	-\$5,000	\$0
Total	\$126,631	\$44,840	\$171,471

As you can see from the above summary, the project has evolved significantly in character during the design effort. In addition, the extensive community engagement resulted in considerably more effort than originally anticipated. I hope you find the above information helpful as you review our amendment request. Should you have any questions regarding the above, please contact me at (408) 219-5678 or admas@activewayz.engineering.

Sincerely,

ActiveWayz Engineering, Inc.



Admas Zewdie, P.E.

President

AGREEMENT FOR CONSULTANT SERVICES

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

I. RECITALS

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

II. AGREEMENTS

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

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

- 2.6 Compensation. Compensation for Consultant's professional services **shall not exceed \$126,631.00**, inclusive of all costs as described in Exhibit A. Payment shall be based upon Town approval of each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

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

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

- 2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.
- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, Consultant may perform some obligations under this Agreement by subcontracting but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to

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

- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

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

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

General Liability:

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

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

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

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

IV. GENERAL TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

Town of Los Gatos by:

Consultant, by:

DocuSigned by:

Laurel Prevetti

5/20/2021

Laurel Prevetti, Town Manager

DocuSigned by:

Admas Zewdie

5/18/2021

Admas Zewdie, President

Recommended by:

DocuSigned by:

Matt Morley

5/19/2021

Matt Morley
Director of Parks and Public Works

Admas Zewdie, President

Printed Name and Title

Approved as to Form:

DocuSigned by:

Robert W. Schultz

5/20/2021

Robert Schultz, Town Attorney

Attest:

DocuSigned by:

Shelley Neis

5/20/2021

Shelley Neis, MMC, CPMC, Town Clerk

SCOPE OF SERVICES

1 PROJECT MANAGEMENT

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

Deliverables:

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

Assumptions:

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

2 TOPOGRAPHIC SURVEY

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

Deliverables:

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

Assumptions:

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

3 DATA COLLECTION AND ALTERNATIVE ANALYSIS

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

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

Deliverables:

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

Assumptions:

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

4 COMMUNITY OUTREACH

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

Deliverables:

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

Assumptions:

- Preparation of graphic renderings are not included.

5 UTILITY COORDINATION

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

Deliverables:

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

Assumptions:

- Preparation of graphic renderings are not included.

6 FINAL DESIGN

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

6.1 65% PS&E

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

SCOPE OF SERVICE

- > Title Sheet (1 sheet)
 - > Notes, Legend, and Abbreviations (1 sheet)
 - > Existing Conditions Plan (1"=20' scale, 3 sheets)
 - > Demolition Plan (1"=20' scale, 3 sheets)
 - > Improvement Plans (1"=20' scale, 3 sheets)
 - > Signing and Striping Plans (1"=20' scale, 3 sheets)
 - > Construction Details (6 sheets)
 - > Standard Details (2 sheets)
 - > Best Management Practices (1 sheet)
 - > Total (23 sheets)
- **Technical Specifications** – Prepare draft technical specifications using the Town of Los Gatos specification format and content. Supplement technical specifications as needed with Caltrans standards for project work not already covered by the Town’s standard specifications. Prepare bid tabulation and detailed measurement and payment section. The bid tabulation and the units of measurement shall be consistent with the cost estimate.
 - **Estimate** – Prepare estimate of probable cost based on items and quantities of work shown on the plans. Unit prices will be based on the magnitude of the quantities and recently awarded local projects and engineer’s judgment.

<p>Deliverables:</p> <ul style="list-style-type: none"> • 65% Plans (PDF) • 65% Technical Specifications (MS Word, PDF) • 65% Cost Estimate (MS Excel, PDF) 	<p>Assumptions:</p> <ul style="list-style-type: none"> • Town will prepare front-end specifications. • Town will provide sheet border, and CAD drafting standards if available. • Town will be responsible for environmental clearance, right of way certification, and E-76 authorization coordination. • Landscaping and irrigation design is not included in the scope of work. • The optional segment (Cherry Blossom Lane to Short Road) is not included.
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6.2 100% PS&E

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

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

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

Deliverables:

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

Assumptions:

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

7 BID SUPPORT

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

Deliverables:

- Responses to RFIs

Assumptions:

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

8 CONSTRUCTION ADMINISTRATION

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

Deliverables:

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

Assumptions:

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

9 SUPPLEMENTARY SERVICES

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

ActiveWayz Engineering
Fee Estimate

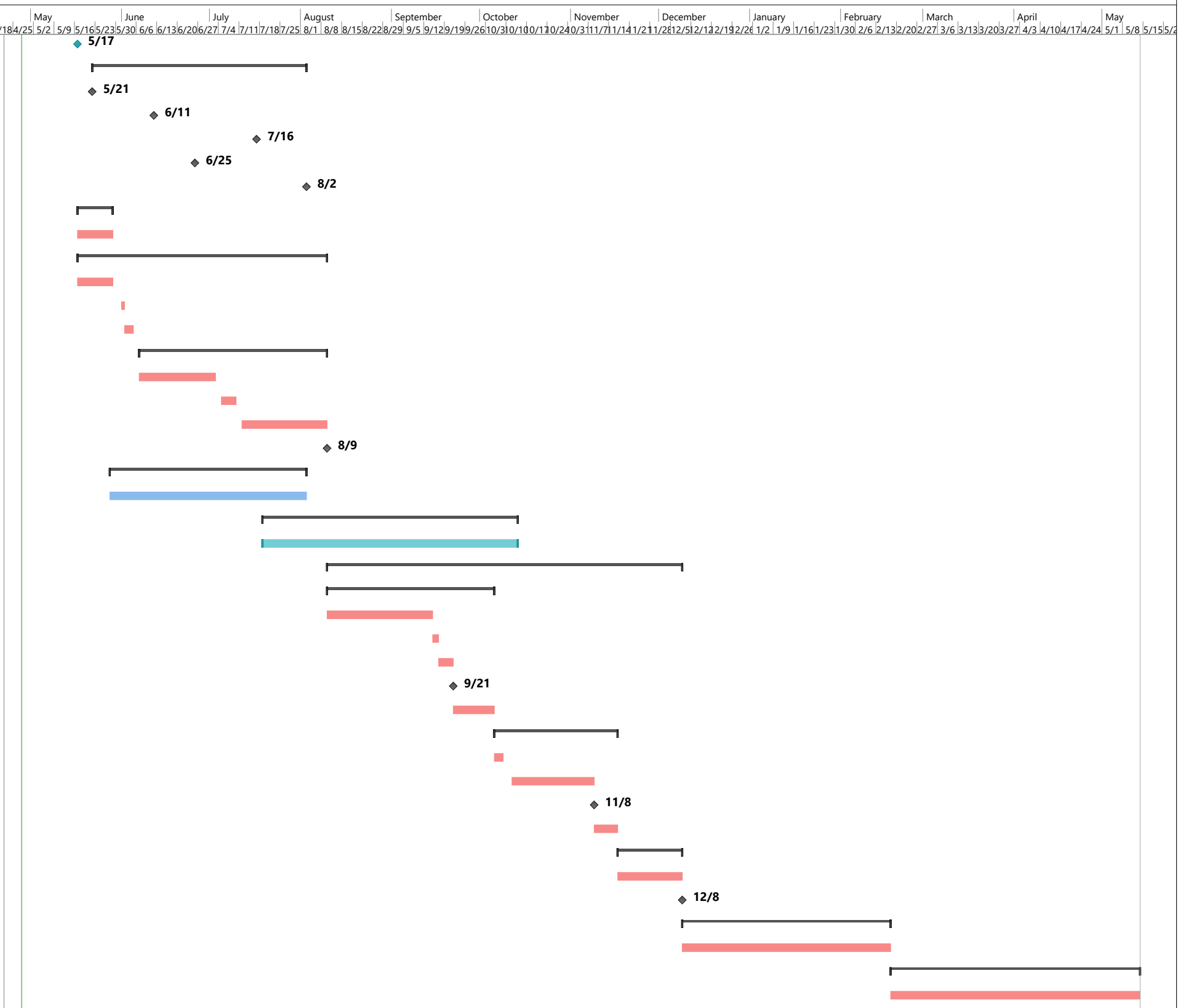
TOWN OF LOS GATOS
SHANNON ROAD PEDESTRIAN AND BIKEWAY IMPROVEMENTS (CIP No. 813-0218)

Tasks	ActiveWayz Engineering								PLS Surveys	Grand Total
	Project Manager	Project Engineer	Design Engineer	Engineering Technician	Total	Subtotal Fee	Direct Expenses	Total Fee	Total Fee	
	Hours									
	\$198	\$168	\$124	\$60						
1. Project Management	54	—	—	—	54	\$10,692	—	\$10,692	—	\$10,692
Project Management & Coordination	16	—	—	—	16	\$3,168	—	\$3,168	—	\$3,168
Project Schedule	4	—	—	—	4	\$792	—	\$792	—	\$792
Kick-Off Meeting	2	—	—	—	2	\$396	—	\$396	—	\$396
Project Coordination Meeting	16	—	—	—	16	\$3,168	—	\$3,168	—	\$3,168
Ourteach Meetings (4)	16	—	—	—	16	\$3,168	—	\$3,168	—	\$3,168
2. Topographic Survey	—	—	—	—	—	—	—	—	\$18,500	\$18,500
Field Topographic Survey & R/W Mapping	—	—	—	—	—	—	—	—	\$18,500	\$18,500
3. Data Collection and Alternative Analysis	32	—	52	66	150	\$16,744	—	\$16,744	—	\$16,744
Site Assessment	4	—	4	—	8	\$1,288	—	\$1,288	—	\$1,288
Project Background Information	—	—	8	8	16	\$1,472	—	\$1,472	—	\$1,472
Base Map Preparation	2	—	8	8	18	\$1,868	—	\$1,868	—	\$1,868
Alternatives Analysis	26	—	32	50	108	\$12,116	—	\$12,116	—	\$12,116
4. Community Outreach	16	—	16	40	72	\$7,552	—	\$7,552	—	\$7,552
Prepare Exhibits	8	—	16	40	64	\$5,968	—	\$5,968	—	\$5,968
Attend Meetings (up to 4 additional)	8	—	—	—	8	\$1,584	—	\$1,584	—	\$1,584
5. Utility Coordination	16	—	24	—	40	\$6,144	—	\$6,144	—	\$6,144
Utility Coordination	16	—	24	—	40	\$6,144	—	\$6,144	—	\$6,144
6. Final Design	81	111	86	189	467	\$56,689	—	\$56,689	—	\$56,689
65% PS&E	60	82	64	140	346	\$41,992	—	\$41,992	—	\$41,992
100% PS&E	15	21	16	35	87	\$10,498	—	\$10,498	—	\$10,498
Final PS&E	6	8	6	14	35	\$4,199	—	\$4,199	—	\$4,199
7. Bid Support	4	4	—	—	8	\$1,464	—	\$1,464	—	\$1,464
Pre-bid meeting	2	—	—	—	2	\$396	—	\$396	—	\$396
Bid Support	2	4	—	—	—	\$1,068	—	\$1,068	—	\$1,068
8. Construction Administration	9	8	—	12	29	\$3,846	—	\$3,846	—	\$3,846
Meetings	3	—	—	—	3	\$594	—	\$594	—	\$594
Shop Drawing Reviews	2	4	—	—	6	\$1,068	—	\$1,068	—	\$1,068
RFIs	2	4	—	—	6	\$1,068	—	\$1,068	—	\$1,068
As-builts	2	—	—	12	—	\$1,116	—	\$1,116	—	\$1,116
9. Supplementary Services	—	—	—	—	—	—	\$5,000	\$5,000	—	\$5,000
Supplementary Services	—	—	—	—	—	—	\$5,000	\$5,000	—	\$5,000
Total	212	123	178	307	820	\$103,131	\$5,000	\$108,131	\$18,500	\$126,631



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

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



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

ACTIVEWAYZ' RESPONSES TO CLARIFICATION QUESTIONS ON THE PROJECT SCOPE

04/06/2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESPONSE: See response to Question 3 above.