

AMENDMENT TO AGREEMENT

PREAMBLE

This Fourth Amendment to Agreement of Services is dated for identification this 5th day of August 2025, and amends that certain Third Amendment to Agreement of Services dated January 21, 2025, made by and between the Town of Los Gatos, ("Town,") and the Traffic Management, Inc. ("Service Provider") identified as an S Corporation and whose address is 4900 Airport Plaza Drive, Suite 300 Long Beach, CA 90815.

I. RECITALS

- A. Town and Consultant entered into Agreement of Services Agreement on September 21, 2023, ("Agreement"), a First Amendment to Agreement for Services on November 28, 2023, a Second Amendment to Agreement for Services on August 20, 2024, a Third Amendment to Agreement for Services on January 21, 2025.
- B. Town desires to amend the Agreement to increase the scope of services, extend the term and time of performance, and add to the compensation of the agreement.

II. AMENDMENT

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

Service Provider shall provide services as described in that certain Proposal dated April 10, 2025 for the Tait Halloween Closure, the Johnson Halloween Closure, and the Holiday Parade Closure, which is hereby incorporated by reference and attached as Exhibit A.

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

This contract will remain in effect from August 29, 2025 to August 31, 2026.

- C. Section 2.6 Compensation is amended to read:

Compensation for Service Provider's professional services shall be increased by \$37,825.132 plus 10% of the 2025 Holiday Road Closure costs (\$3,782.51) to cover any unforeseen traffic control issues that might occur during the events, increasing the contract amount by \$41,607.64, for a total agreement amount not to exceed **\$135,400.64**. Payment shall be based upon Town approval of each task based on Exhibit A.

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

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

Town of Los Gatos by:

Traffic Management, Inc. by:

Chris Constantin, Town Manager

Darla Lersch, Manager, Contracts

Recommended by:

Nicolle Burnham,
Director of Parks and Public Works

Approved as to Form:

Gabrielle Whelan, Town Attorney

Attest:

Wendy Wood, CMC, Town Clerk



Office: San Jose
Phone: 877-763-5999
Fax:
Address: 690 Quinn Ave
San Jose, CA 95112
www.trafficmanagement.com

4/10/2025
Quote #113293

Customer

Customer: Town of Los Gatos

Phone:

Fax:

Address: 41 Miles Ave, Los Gatos, CA 95030

Billing Address: 41 Miles Ave, Los Gatos, CA 95030

Customer Job/Ref #:

Contact Name: Gary Heap

Direct Phone: (408) 857-5780

Cell: (408) 857-5780

Email: gheap@losgatosca.gov

Job

Job #: N/A

Project Name: Special Events

Location: E Main St, Los Gatos, CA 95030

Start Date: 10/31/2025 5:00 PM

Duration: 3 events

Scope: Special Events

Office Name: San Jose

☒ Prevailing Wage

☐ Union

☐ Public Works

☐ Weekday Work

☐ Project Labor Agreement

#	Item Details	Qty	Unit Price	FSC	Tax	Total
1	Tait Halloween Closure					
2	Tait Halloween Closure TS9310 Traffic Control Operation Crew Rates are based on four (4) traffic controllers (flaggers) for seven (7) hours onsite with one (1) pickup truck each, equipped to service two-way flagging and other typical closures. On-site hourly rate includes one (1) mobilization of labor, traffic control devices listed below, traffic control operations (installation, maintenance, or removal), Prevailing Wage Rates, & Normal Time, Weekday Rates (M-F). Please see terms and conditions for additional information. Towable equipment such as FAS, CMS, and Portable Light Towers are not included with standard TC Operation Services. Additional Equipment rates when needed, will be billed separately.	1.00(LS)	\$5,040.00 LS	<input type="checkbox"/>	<input type="checkbox"/>	\$5,040.00
3	Tait CMS Rental Package RM1000 One week rental of two (2) towable message boards (CMS) for the Tait Halloween closure	1.00(LS)	\$314.05 wk	<input type="checkbox"/>	<input type="checkbox"/>	\$314.05
4	Johnson Halloween Closure					
5	Johnson Halloween Closure TS9310 Traffic Control Operation Crew Rates are based on six (6) traffic controllers (flaggers) for seven (7) hours onsite with one (1) pickup truck each, equipped to service two-way flagging and other typical closures. On-site hourly rate includes one (1) mobilization of labor, traffic control devices listed below, traffic control operations (installation, maintenance, or removal), Prevailing Wage Rates, & Normal Time, Weekday Rates (M-F). Please see terms and conditions for additional information. Towable equipment such as FAS, CMS, and Portable Light Towers are not included with standard TC Operation Services. Additional Equipment rates when needed, will be billed separately.	1.00(LS)	\$7,560.00 LS	<input type="checkbox"/>	<input type="checkbox"/>	\$7,560.00
6	Johnson CMS Rental RM1000 Additional rent: \$436.00/dy;\$1,272.00/wk;\$2,704.00/mo(4wk)	1.00(wk)	\$411.08 wk	<input type="checkbox"/>	<input type="checkbox"/>	\$411.08
7	Holiday Parade Closure					

#	Item Details	Qty	Unit Price	FSC	Tax	Total
8	Holiday Parade Closure TS9310 Installation of rented, leased, or purchased traffic control devices described in line item #xx. Price based on a mobilization of up to forty (40) miles from the nearest TMI office and up to XXX (X) hours on site. Any additional scope or standby time preventing installation at the scheduled time (due to equipment in roadway, incomplete contractor work, etc.) will be billed at \$xxx/hr for crew. Customer must be present to sign off on the receipt quantities or will assume responsibility for TMI's documentation after the fact. Removal, rental, lease, purchase, lost or damaged equipment, equipment maintenance, and setup re-installation or modification not included.	1.00(LS)	\$23,072.00 LS	<input type="checkbox"/>	<input type="checkbox"/>	\$23,072.00
Same Day Cancellation Fee: \$xxx.00						
9	Holiday Parade CMS Rental Package RM1000 One week rental of six (6) towable message boards (CMS) for the Holiday Parade closure	1.00(LS)	\$1,428.00 wk	<input type="checkbox"/>	<input type="checkbox"/>	\$1,428.00

Sub Total	\$37,825.13
Tax (9.38%)	0
Total	\$37,825.13

Standard Terms & Conditions

1) Although TMI maintains standard general liability, workers compensation, and other insurance coverages, additional costs may be incurred for the issuance of insurance certificates that require special wording, endorsements, or additional coverages or policy changes. 2) Information provided herein should be relied on for estimating purposes only. 3) This estimate is based on information available and/or provided at the time of the estimate request, such as current permit rates and requirements from public agencies, and is subject to change without notice. 4) TMI reserves the right to modify this estimate should the scope of the project change or additional information is provided. 5) Unless otherwise specified, individual line items and rates are based on acceptance of the estimate as a whole. Significant changes in quantities, addition/deletion of line-items, or selection of single line-items may result in price changes. 6) Prices are valid for up to 60 days. 7) All orders for standard traffic control and equipment (without permit or posting requirements), will require at least three working days advance notice; additional time may be required for non-standard and/or large scale traffic control. General availability of traffic control is not guaranteed and is subject to availability and schedule of TMI crews and equipment. Allow up to 14 working days for traffic plan turn-around (from time of order to initial submittal.) Agency approval and turn-around time of traffic control plans may vary and cannot be guaranteed. 8) Permit approval and timeline often vary from Agency to Agency and no guarantee of approval or approval timeline is represented. 9) Compensation will be charged for jobs that require special safety training requirements and security clearance. 10) Unless stated otherwise, this estimate is based on work being performed during normal field working hours (7:00am to 3:30pm) Monday through Friday. Additional costs will be incurred and invoiced for after hours work, weekend and/or holidays. 11) ACCEPTANCE OF THIS ESTIMATE: Unless otherwise agreed in writing, acceptance of this estimate shall authorize TMI to perform all work as stated, and this document shall serve as the binding contract, subject to the terms and conditions herein. 12) FUEL SURCHARGE: A fuel surcharge may be applied to any services requiring travel, transportation or mobilization. 13) RENTAL PROTECTION PROGRAM: All rental orders will be automatically enrolled in Rental Protection Plan (RPP) unless opted out by customer. If customer opts out of RPP, customer assumes sole responsibility for damaged or lost equipment. RPP is not available for registered motor vehicles such as TMA's and traffic control trucks. RPP surcharge will only be applied to equipment rental charges, and not be applied to delivery, installation, removal, or other labor and service charges. RPP Coverage Exclusions: Lost, stolen, or missing equipment; damage resulting from customer misuse or negligence; damages of any kind to third parties.

Exclusions

Tax,Encroachment Permits,Traffic Control Plans,Traffic Signal Plans,Posting of "No Parking" Signs,Lost or damaged equipment,Equipment maintenance,Business and/or resident notification,Temporary striping or striping removal,Prevailing wage labor rates,Construction fencing,Steel/trench plates,Changeable message signs (CMS),Custom signage,Replacement or modification of existing facilities

x	x	4/10/2025
Estimator Eric Duncan	Customer Signature	Date Prepared