

AGREEMENT FOR PROFESSIONAL SERVICES

Vasona Oak Drainage Failure Repair Project engineering and design services

PREAMBLE

THIS AGREEMENT is by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Sanbell ("Contractor"), a Corporation whose address is 390 Willow Pass Rd, Ste 300, Concord, CA 94520. This Agreement is made with reference to the following facts.

I. RECITALS

- A. Town desires to engage Consultant to provide professional services for design of the Vasona Oaks Storm Drainage Project.
- B. Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- C. Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain the Consultant.

II. AGREEMENT

- A. Scope of Services. Consultant shall provide services as described in the Scope of Services, which is hereby incorporated by reference and attached as Exhibit A.
- B. Term. The term of this Agreement shall be from upon execution to Friday, June 30, 2028.
- C. Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for the Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license as required in Chapter 14 of the Code of the Town of Los Gatos.
- D. Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- E. Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless the Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

- F. Compensation: Compensation for Consultant's professional services **shall not exceed \$128,923.00** at the rates set forth in Exhibit A which is attached and incorporated by reference. Payment shall be based upon Town approval of each task.
- G. Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.
- Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:
Invoices: Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655
Email (preferred): AP@losgatosca.gov
- H. Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant offices during business hours upon written request of the Town.
- I. Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- J. Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.
- K. Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives, nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this

performance of this Agreement. If after employment of a person Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

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

III. INSURANCE AND INDEMNIFICATION

A. Minimum Scope of Insurance:

1. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
3. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Service Provider agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
4. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

B. General Liability:

1. The Town, its elected and appointed officials, employees, and agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant.
2. The Consultant's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or agents shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or agents.

4. Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- C. All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.
- D. Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.
- E. Indemnification. The Consultant shall indemnify the Town its elected and appointed officials, employees and agents from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by any act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant. Consultant shall defend the Town against any such claims.

IV. GENERAL TERMS

- A. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- B. Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- C. Mediation. Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties. In the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a blind draw. The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.
- D. Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Service Provider. In the event of such termination, Town shall pay Consultant an amount that bears the

same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

- E. Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- F. Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

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

Sanbell
390 Willow Pass Rd, Ste 300, Concord, CA 94520

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

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

Attachments:

A - Scope & Cost Proposal - Vasona Oak Project

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

TOWN OF LOS GATOS:

SANBELL:

SIGNATURE

Chris Constantin

FULL NAME

Town Manager

TITLE

DATE SIGNED

SIGNATURE

Robert Broestl

ENTER CONSULTANT SIGNATORY'S NAME

Principal Engineer

ENTER CONSULTANT SIGNATORY'S TITLE

DATE SIGNED

Approved as to form:

SIGNATURE

Gabrielle Whelan

FULL NAME

Town Attorney

TITLE

DATE SIGNED

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

Exhibits List

A - Scope & Cost Proposal - Vasona Oak Project

Exhibit A

Scope & Cost Proposal - Vasona Oak Project

SCOPE OF SERVICES

VASONA OAK DRAINAGE FAILURE REPAIR PROJECT

The Vasona Oak Drainage Failure Repair project consists of repair and replacement of an existing 36-inch corrugated metal pipe (CMP) storm drain that conveys runoff from University Avenue to Vasona Lake. The existing pipe has reached the end of its service life and is severely corroded, resulting in loss of structural integrity and erosion of the surrounding trench. These conditions have created voids and exposed portions of the pipeline, posing a safety hazard within the County park.

The storm drain discharges into Vasona Lake through an existing headwall structure owned and operated by Santa Clara Valley Water District (Valley Water). Because the work will affect the outfall/headwall area and discharge into Vasona Lake, the project is expected to require coordination, permitting, or consultation with Valley Water, the San Francisco Bay Regional Water Quality Control Board (RWQCB), U.S. Army Corps of Engineers (USACE), and CA Department of Fish and Wildlife (CDFW).

As a result, the scope of work includes preparation of environmental documentation, technical studies, and regulatory permit applications in addition to design and bid phase support services.

TASK 1 – PROJECT ADMINISTRATION & MEETINGS

Sanbell will provide project administration for the duration of the work. This includes schedule management, budget tracking, and coordination with Town of Los Gatos (“Town”), agencies, and subconsultants.

Environmental documentation, technical studies, and regulatory permitting will be performed by an environmental subconsultant (Acorn Environmental). Acorn will lead coordination with regulatory agencies. Agency coordination and meetings will be performed in accordance with the environmental subconsultant’s scope of work, included as an attachment to this proposal.

Sanbell will support this effort by facilitating communication between the Town and the environmental subconsultant, participating in coordination meetings, and incorporating environmental requirements and agency input into the project design.

DELIVERABLES: Meeting agendas and summaries, as needed

TASK 2 – DATA COLLECTION & RECONNAISSANCE

Sanbell will compile and review available project information, including record drawings, prior investigations, and existing survey data relevant to the storm drain system and outfall at Vasona Lake.

Sanbell will perform additional topographic survey, as needed, to support expanded project limits associated with environmental documentation, permitting, and design. Survey efforts will focus on areas required to support pipeline replacement, headwall improvements, access, and environmental study boundaries.

Sanbell will perform site reconnaissance, as needed, to confirm existing conditions, access constraints, and key features affecting design of the pipeline and headwall improvements.

Sanbell will coordinate with Acorn to provide base information required to support technical studies, environmental documentation, and permitting efforts.

Deliverables: Topographic survey and base mapping to support design and environmental analysis

TASK 3 – DESIGN DEVELOPMENT

Sanbell has previously prepared a preliminary set of plans for the project. Based on subsequent coordination and feedback, additional design development will be required, including refinement of the outfall improvements and incorporation of environmental and permitting requirements.

Sanbell will prepare plans, specifications, and estimate (PS&E) for replacement of the existing storm drain pipe, stabilization of eroded trench/backfill areas, restoration of damaged surface improvements, and modifications to the outfall/headwall at Vasona Lake. Design will include development of a new headwall by a licensed structural engineer.

Design will be developed in stages, including 60%, 90%, and final bid documents. Each submittal will include plans, specifications, and an engineer's estimate. Specifications will be prepared consistent with Town standards and applicable Caltrans Standard Specifications.

Following review of the 60% and 90% submittals, Sanbell will facilitate design review meetings to review plan check comments and identify remaining items before advancing to the next submittal. Sanbell will coordinate with the Town, agencies, and Acorn throughout design to incorporate environmental requirements, permitting constraints, and agency conditions into the plans.

Based on Sanbell's preliminary investigation and current understanding of the project conditions, geotechnical services are not anticipated to be required.

DELIVERABLES: 60%, 90%, and Final Bid Set Plans, Specifications, and Engineer's Estimate.

TASK 4 – ENVIRONMENTAL DOCUMENTATION & TECHNICAL STUDIES

Environmental documentation, technical studies, and regulatory permitting will be performed by an environmental subconsultant (Acorn Environmental). This work will support compliance with CEQA and applicable federal and state permitting requirements associated with work at the Vasona Lake outfall.

A detailed scope of work for Acorn's environmental documentation, technical studies, and permitting is included in the attached Exhibit E – Environmental Subconsultant Scope of Work. The following is a summary of the environmental subconsultant's scope:

Task 4.1 – Agency Coordination & Environmental Scoping

Coordinate with the Town, Valley Water, and regulatory agencies to establish permitting requirements, confirm the environmental compliance approach, and obtain preliminary feedback on project constraints and applicability of regulatory programs.

Task 4.2 – Biological Resources Assessment

Perform a desktop review of available biological resource databases and conduct a site visit to document existing conditions. Prepare a Biological Resources Assessment (BRA) identifying potential sensitive resources, evaluating project impacts, and recommending avoidance, minimization, and mitigation measures, including consistency review with the Santa Clara Valley Habitat Conservation Plan (HCP).

Task 4.3 – Aquatic Resources Delineation

Conduct an aquatic resources survey at the outfall and headwall area to identify jurisdictional waters and areas of impact. Prepare a delineation report in accordance with U.S. Army Corps of Engineers (USACE) requirements and submit for verification.

Task 4.4 – Cultural Resources Technical Memorandum

Conduct a cultural resources survey and records search to identify known or potential cultural resources. Prepare documentation consistent with Section 106 of the National Historic Preservation Act, including coordination with State Historic Preservation Officer and support for tribal consultation.

Task 4.5 – CEQA Compliance Documentation

Evaluate applicability of a CEQA categorical exemption (Class 1 or Class 2) and prepare a technical memorandum documenting compliance. Provide support for preparation and filing of a Notice of Exemption (NOE).

Task 4.6 – Habitat Plan Application (if required)

Prepare a Habitat Conservation Plan (HCP) application package, including required forms and coordination with the permitting authority.

Task 4.7 – Permit Applications and Processing

Prepare and submit permit applications to applicable regulatory agencies, including:

- Lake and Streambed Alteration Agreement (CDFW)
- Clean Water Act Section 404 Permit (USACE)
- Clean Water Act Section 401 Water Quality Certification (RWQCB)

Coordinate with agencies during review and respond to comments, as required.

DELIVERABLES: Technical study reports (biological, aquatic, cultural resources, etc), CEQA documentation and Notice of Exemption support, Permit applications and supporting materials

TASK 5 – BID PHASE SUPPORT

Sanbell will provide limited support during the bidding phase. This includes responding to contractor questions, assisting with interpretation of bid set documents, and preparing addenda, as needed.

Sanbell will coordinate with the Town during bid advertisement to support issuance of clarifications and ensure consistency with the contract documents.

DELIVERABLES: Responses to bidder inquiries and preparing addenda, as required.

Acorn Environmental Scope of Work

Project Understanding

The Proposed Project involves the permanent restoration and rehabilitation of a failing storm drainage pipeline in the Town of Los Gatos' storm drainage system. The existing pipeline consists of a corrugated metal pipe (CMP) that has reached the end of its service life, necessitating replacement to restore structural integrity and prevent further erosion. This section of the storm drainage pipe is approximately 180 feet from the Town's inlet at the edge of University Avenue to the existing headwall outlet at the edge of Vasona Lake. An existing dirt path provides access to the site, and the pipeline alignment crosses below a paved walking trail that has eroded and failed due to the condition of the storm drain. The Town maintains an easement for the alignment across County Parks & Recreation property and Santa Clara Valley Water District (Valley Water) is the owner and operator of Vasona Lake and the headwall.

Vasona Lake is a jurisdictional water that feeds Los Gatos Creek, a tributary of Guadalupe River thence Alviso Slough thence the San Francisco Bay. Northwestern pond turtle (*Actinemys marmorata*), proposed for threatened status under the federal Endangered Species Act (ESA), is known to occur in Vasona Lake and California red-legged frog (*Rana draytonii*), ESA threatened, has known occurrences upstream and downstream of the lake. In addition, other state-level protected plants, birds, and mammals may have the potential to occupy the riparian habitat along the lake shore. Despite complete downstream barriers to fish passage, the area is designated as Essential Fish Habitat for Coho (*Oncorhynchus kisutch*) and Chinook salmon (*O. tshawytscha*). While the Town is not a signatory to the Santa Clara Valley Habitat Conservation Plan (HCP), Valley Water is a signatory and Vasona Lake is within the boundary of the Santa Clara Valley HCP. The Santa Clara Valley HCP provides conditions to avoid take of covered species, but does not currently have programmatic agreements for impacts to jurisdictional water bodies. Because the Proposed Project discharges into a jurisdictional water body (Vasona Lake), the following regulatory agencies are expected to require permits or consultations prior to construction:

- San Francisco Bay Regional Water Quality Control Board (RWQCB)
- U.S. Army Corps of Engineers (USACE)
- California Department of Fish and Wildlife (CDFW)

The scope of work below includes technical studies necessary to support compliance with the California Environmental Quality Act (CEQA) and regulatory agency permitting. It is likely that the permits negotiated with each agency will contain protective measures for environmental resources during construction, which could include preconstruction surveys, revegetation plans, construction monitoring, etc. This proposal assumes that those items will be addressed in a future scope of work associated with the construction phase of the Project, once the exact permit details are known.

Scope of Work

Task 1: Technical Studies

Task 1a: Agency Coordination and Preliminary Environmental Scoping

Early in the process, Acorn will attend a meeting with the Town, Valley Water, and other jurisdictional agencies to establish lines of communication, determine the nature and format of the documents to be prepared. In this meeting, Acorn will summarize our proposed approach and recommendations for achieving CEQA compliance in an efficient manner based on previous experience, and seek concurrence on the proposed approach. Acorn will also solicit preliminary feedback on HCP applicability.

Task 1b: Biological Resources Assessment

Acorn qualified biologists will conduct a desktop review of relevant databases (e.g., Natural Resource Conservation Service, CDFW California Natural Diversity Database, U.S. Fish and Wildlife Service's IPaC, National Wetlands Inventory, and Critical Habitat Mapper) and aerial imagery to identify potential sensitive biological resources within the project site. A single site visit will then be performed to map vegetation communities, assess habitat suitability for special-status species, document observed species, and preliminarily delineate potential jurisdictional aquatic resources and other sensitive features. Based on these efforts, a Biological Resources Assessment (BRA) Report will be prepared to describe existing conditions, evaluate potential project impacts, identify potential permitting needs, and recommend avoidance, minimization, and mitigation measures.

As part of the BRA, a consistency analysis will be conducted for the Santa Clara Valley HCP due to the location of the outfall within the HCP area. Stormwater outfall infrastructure is a covered activity of the Plan. The Plan states that covered activities that occur within reservoirs can be exempted from Plan requirements provided that stream, riparian, or wetland land cover types are not impacted, but it also provides conditions for in-stream projects (including dewatered reservoirs) if those land cover types would be impacted.¹

A draft BRA will be submitted for Town review and revised following one round of comments.

Assumptions:

Acorn's senior biologist will complete the BRA survey and wetland delineation survey (Task 1c) in a single day survey, including travel time. Protocol-level surveys for special-status wildlife species are not included, nor is a full botanical survey.

Task 1c: Aquatic Resources Delineation

Acorn will conduct an aquatic resources survey to assess the areas of impact within Vasona Lake. The survey will primarily target the culvert discharge area and existing headwall that would be impacted plus a buffer of up to 50 feet on all terrestrial sides, as accessible. Aquatic resources will be mapped using GPS equipment and aerial photography and will be digitized on a map. Acorn will prepare a written report in accordance with USACE standards. The report will contain information regarding survey findings, a summary of potentially jurisdictional aquatic resources, and maps and figures in accordance with USACE requirements. The report will be submitted to the USACE for verification. This task assumes one round of review by the client and one round of review by the USACE for up to four hours of edits.

Task 1d: Cultural Resources Technical Memorandum

Permitting under the CWA requires consultation under Section 106 of the National Historic Preservation Act (NHPA). A pedestrian survey of the project site will be conducted by a qualified archaeologist to identify any previously unrecorded cultural resources and to ascertain the status of any recorded sites noted in the record searches. Resources identified will be recorded on new forms or updated forms will

¹ Section 6.2 *Exemptions from Conditions*: "The following activities and projects are exempt from all of the conditions in this chapter... Routine infrastructure maintenance by public agencies that occurs in urban-suburban, landfill, reservoir, or agriculture developed land cover types that do not affect stream, riparian, serpentine, pond, or wetland land cover types."

Section 6.4.2 *In-Stream Projects*: "All in-stream projects, including projects occurring in dewatered reservoirs, will adopt design requirement and construction avoidance and minimization measures to minimize impacts on covered species, natural communities, and wildlife movement."

be submitted if the sites have been previously recorded. A report will be prepared following NHPA Section 106 standards. The report will provide the results of the survey and records search.

The report will also provide any appropriate measures needed to address the potential of encountering resources during construction, avoidance of any resources previously identified, or data recovery efforts required to address potentially significant impacts to resources. Acorn will assist with NHPA Section 106 consultation with the State Historic Preservation Officer (SHPO) as needed and will draft a transmittal letter to the SHPO. Additionally, Acorn will assist the lead agency with tribal consultation and will draft tribal outreach letters. This task assumes one round of review by the USACE and one round of review by the SHPO. This task assumes no significant cultural resources will be identified that would require additional evaluation, data recovery, or formal mitigation.

Task 2: CEQA Compliance

The Proposed Project may qualify for the Class 1 (Existing Facilities) or Class 2 (Replacement or Reconstruction) categorical exemption as outlined in the California Environmental Quality Act (CEQA) Guidelines § 15301 and § 15302, respectively. The Class 1 categorical exemption applies to “restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety.” The Class 2 categorical exemption category applies to projects that will replace or reconstruct “existing utility systems and/or facilities involving negligible or no increase in capacity.” If any special exceptions outlined in CEQA Guidelines Section 15300.2 would occur, a categorical exemption may not be used. This includes if the project would result in potentially significant effects due to unusual circumstances associated with the presence of sensitive resources, hazardous conditions, cumulative considerations, scenic highways, hazardous waste sites, or historic resources.

Acorn technical analyst(s) will review available databases and planning documents to identify if any unique considerations or significant effects may occur that would result in an Exception to the Categorical Exemption pursuant to CEQA Guidelines § 15300.2. Acorn will prepare a draft whitepaper documenting the Proposed Project’s compliance with the applicable CEQA exemption. The report will be electronically submitted in Microsoft Word format. Upon receipt of comments from the Town, Acorn will revise the whitepaper and submit a final in Adobe pdf format. Acorn will assist the Town with filing of a CEQA Notice of Exemption with the State Clearinghouse (SCH). It is assumed that that City will directly pay the SCH filing fees.

Assumptions:

If any exceptions per CEQA Guidelines § 15300.2 preclude the use of a Categorical Exemption for the Proposed Project, Acorn will immediately notify the Town and provide a scope of work for an Initial Study / Negative Declaration or Mitigated Negative Declaration.

Task 3: Permit Applications and Processing

Task 3a: Lake or Streambed Alteration Agreement (LSAA)

Under California Fish and Game Code Section 1602, the California Department of Fish and Wildlife (CDFW) must issue a discretionary permit prior to commencement of construction activities that could impact the bed, channel, or bank of a river, stream, or lake. CDFW typically also has jurisdiction over riparian habitat alongside these respective features. Utilizing the biological data collected in Task 1b, Acorn will prepare and submit an LSAA Standard Agreement Notification application through the online Environmental Permit Information Management System (EPIMS) portal. This task assumes one round of review by the client and one round of review by CDFW for up to four hours of edits.

Task 3b: Clean Water Act (CWA) Section 404 Permit

Acorn will prepare a Nationwide (NWP) permit application under either NWP 3 for Maintenance Projects or NWP 7 for Outfall Structures. Depending on the applicable NWP, a Pre-Construction Notification may be required (NWP 7). Acorn will submit the application to the USACE for review. This task assumes one round of review by the client and one round of supplemental document edits to support the application.

Task 3c: CWA Section 401 Water Quality Certification

A Water Quality Certification (WQC) from the Regional Water Quality Control Board (RWQCB) will be necessary to ensure that the discharge does not violate state water quality standards. Acorn will prepare an application to obtain a WQC. The RWQCB may issue a completeness determination requesting additional information. This task assumes one round of review by the client and one revision to the permitting package based on RWQCB request.

Optional Task 3d: Habitat Plan Application Package

If the HCP is applicable and the Proposed Project is not exempt, the Town would submit an application to the appropriate permitting authority. Under this optional task, Acorn would complete the Habitat Plan Coverage Screening Form, the Conditions Worksheet, and the Habitat Plan Application, and submit all required documentation to the permitting authority. This task includes up to two virtual meetings or calls with the permitting authority regarding the application materials.

Application Fee Estimates

Two of the three regulatory permits – LSAA and CWA 401 Certification – require the payment of an application fee, which is not included in the cost estimates presented above. The LSAA application fee is based on the total construction cost of the project, whereas the 401 Certification application fee is based on the area of direct impacts to aquatic resources. Based on information available at this time, the CDFW LSAA Application fee is expected to be \$5,765.75. The San Francisco Bay RWQCB 401 Certification application fee will likely be \$4,212.00.

If the Proposed Project obtains coverage under the Santa Clara Valley HCP, the Santa Clara Valley Habitat Agency would determine the amount of fees owed upon reviewing the BRA and the specific habitat types that would be impacted. For preliminary budgeting purposes, the application fee could range from approximately \$5,250 to \$18,150.

Acorn will refine these estimates as soon as practicable upon completion of the tasks above.

Cost Assumptions

- All deliverables will be prepared electronically.
- This proposal assumes agencies will not request a site visit or in-person field verification. This work, if required, can be conducted for an additional fee based on time and materials.
- Permitting costs do not include a detailed compensatory mitigation/restoration plan or fish relocation plan, as it is not anticipated that those would be needed. If the agencies determine any of these plans are needed, these could be provided under a separate scope.
- Costs associated with permit filing fees/permit application fees are not included within this cost estimate and it is assumed that such filing fees will be paid for by the Town. Cost estimates are provided above for planning purposes only, subject to refinement upon completion of the technical studies.
- Although threatened and endangered species are known to occur in the area, due to the limited size and scope of the Proposed Project, this scope of work assumes that construction best management practices (BMPs) and other permit terms will avoid take of listed species, and therefore no Incidental Take Permit is included herein.



5/13/2026

Cost Proposal for Contract Amendment Request

Vasona Oak Drainage Failure Repair Project

Town of Los Gatos

NO.	TASK DESCRIPTION	SANBELL LABOR CATEGORIES								HOURS	LABOR COSTS	SUBCONSULTANTS		TOTAL
		Principal-in-Charge Principal Engineer	Project Manager Senior Engineer II	Design Engineer Project Engineer I	Staff Engineer Engineering Tech	Project Surveyor Professional Surveyor I	Survey Crew 2-person survey crew	Surveying Staff Staff Surveyor II	Administrative			Environmental Acorn Environmental	Structural Engineer MP Structural	
		\$260	\$224	\$184	\$100	\$256	\$326	\$184	\$116					
Task 1 - Project Administration, Meetings, & Agency Coordination														
1.1	Project Administration (Includes Status Reports & Schedule Updates)	1	28	8	-	-	-	-	12	49	\$9,396	-	-	\$9,396
1.2	Project Meetings	2	12	12	-	-	-	-	-	26	\$5,416	-	-	\$5,416
Task 2 - Data Collection & Reconnaissance														
2.1	Data Collection & Reconnaissance	-	4	8	-	1	12	10	-	35	\$8,376	-	-	\$8,376
Task 3 - Design Development														
3.1	Plans, Specifications, & Estimate (60%)	1	12	40	10	-	-	-	-	63	\$11,308	-	\$4,200	\$15,508
3.2	Plans, Specifications, & Estimate (90%)	1	10	32	8	-	-	-	-	51	\$9,188	-	\$2,300	\$11,488
3.3	Plans, Specifications, & Estimate (Bid Set)	2	8	28	8	-	-	-	-	46	\$8,264	-	\$1,000	\$9,264
Task 4 - Environmental Documentation & Technical Studies														
4.1	Agency Coordination & Environmental Scoping	-	-	-	-	-	-	-	-	-	\$0	\$4,455	-	\$4,455
4.2	Biological Resources Assessment	-	-	-	-	-	-	-	-	-	\$0	\$14,630	-	\$14,630
4.3	Aquatic Resources Delineation	-	-	-	-	-	-	-	-	-	\$0	\$7,563	-	\$7,563
4.4	Cultural Resources Technical Memorandum	-	-	-	-	-	-	-	-	-	\$0	\$7,288	-	\$7,288
4.5	CEQA Compliance Documentation	-	-	-	-	-	-	-	-	-	\$0	\$6,050	-	\$6,050
4.6	Habitat Plan Application Package	-	-	-	-	-	-	-	-	-	\$0	\$5,940	-	\$5,940
4.7	Permit Applications and Processing	-	-	-	-	-	-	-	-	-	\$0	\$20,922	-	\$20,922
Task 5 - Bid Phase Support														
5.1	Bid Phase Support	1	4	8	-	-	-	-	-	13	\$2,628	-	-	\$2,628
		8	78	136	26	1	12	10	12	283	\$54,576	\$66,847	\$7,500	\$128,923

Notes:

- 1 The above cost proposal is for the anticipated work as described in the Contract Amendment Request for Additional Engineering Services
- 2 Distribution of hours may vary based on the actual level of effort required during performance of the services.
- 3 The above labor rates are based on the 2026 Sanbell Billing Rate schedule.
- 4 The Town of Los Gatos will provide Sanbell with all available utility information requested by Sanbell.
- 5 The Town of Los Gatos will provide potholing and CCTV as needed.

Billing Rates



Jan 1, 2026 to
Dec 31, 2026

Engineering Services

Engineering Technician	\$108
Staff Engineer I	\$146
Staff Engineer II	\$162
Staff Engineer III	\$176
Staff Engineer IV	\$190
Project Engineer I / Project Manager I	\$184
Project Engineer II / Project Manager II	\$224
Senior Engineer I / Senior Project Manager	\$228
Senior Engineer II / Senior Project Manager	\$242
Principal Engineer I	\$260
Principal Engineer II	\$288

Construction Services

Public Works Inspector	\$176
Senior Public Works Inspector	\$190
Public Works Inspector Assistant	\$146
Construction Manager	\$228
Administrative	\$116
Resident Engineer	\$224

Land Surveying Services

Safety Monitor/Flag Person	\$128
Staff Surveyor I	\$146
Staff Surveyor II	\$176
Staff Surveyor III	\$184
Professional Land Surveyor I	\$240
Professional Land Surveyor II	\$256
Survey, Party Chief II	\$196
Survey, Journeyman Rodman	\$130
Survey, Apprentice I	\$84
Survey, Apprentice II	\$90
Survey, Apprentice III	\$110
Survey, Apprentice IV	\$126
2-Man Survey Crew	\$326
3-Man Survey Crew	\$436
Drone Photography/Videography	\$240
Graphic Artist	\$154

Legal & Expert Services

Document Review and Case Meetings	\$270
Depositions and Trial Testimony	\$446

Client authorized overtime work will be charged at 135% of the standard hourly

*** billing rates to increase 4% per year, beginning on January 1

Expenses

Bond	\$0.50/SF
Mylar	\$18/SF
Large Format Color Presentation	\$3.00/SF
Company Vehicle at Site	\$16/hr
Color Copies - 8.5x11	\$1.50/EA
Color Copies - 11x17	\$2.5/EA
Other Direct Project Expenses	Cost + 10%
Subcontractors	Cost + 10%
Outside Printing & Delivery Service	Cost + 10%