

AGREEMENT FOR CONSULTANT SERVICES

PREAMBLE

THIS AGREEMENT is dated for identification on 22nd day of May 2025 by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) Sanbell, (“Consultant”), identified as a C Corporation and whose address is 1390 Willow Pass Rd, Ste 300, Concord, CA 94520. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desires to engage Consultant to provide design for Vasona storm drain replacement project.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide services as described in that certain Proposal sent to the Town on May 1 2025, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect from upon execution through May 16, 2026. Consultant shall perform the services described in this agreement as described in Exhibit A.
- 2.3 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 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. 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 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 **\$49,956**, inclusive of all costs. Payment shall be based upon Town approval of each task and fees for each task shall not be exceeded without written authorization from the Town.

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

Email (preferred): AP@logatosca.gov

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

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

2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain

any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

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

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

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

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

amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

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

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. 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. This requirement does not apply to the professional liability insurance required for professional errors and omissions.

ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. 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 the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

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

Workers' Compensation insurance for their respective employees. 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.

3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its elected and appointed officials, agents, 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. 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 Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

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

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

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

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

Sanbell
1390 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.

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

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

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

Town of Los Gatos by:

Sanbell by:

Signed by:
Chris Constantin 6/3/2025
3EF03F232F1B428...
Chris Constantin, Town Manager

Signed by:
Robert Broestl 5/28/2025
CDB444CDDECD4C0...
Robert Broestl, Principal Engineer

Recommended by:

Signed by:
Nicolle Burnham 5/29/2025
0E97831349644C3...
Nicolle Burnham,
Director of Parks and Public Works

Approved as to Form:

Signed by:
Gabrielle Whelan 6/2/2025
EFD6738A5534428...
Gabrielle Whelan, Town Attorney

Attest:

Signed by:
Wendy Wood 6/3/2025
26A726C4AE6A4D9...
Wendy Wood, CMC, Town Clerk



May 1, 2025

Mr. Sean Rose
Town of Los Gatos
Parks & Public Works Department
41 Miles Avenue
Los Gatos CA 95030

Regarding: Proposal to provide Surveying and Engineering Design Services for the 709 University Avenue & Vasona Storm Drain Project

Dear Mr. Rose:

Bellecci & Associates (dba; Sanbell – Bay Area) appreciates the opportunity to work with the Town of Los Gatos. Per our conversation on April 24, 2025 and your follow up email on April 25, 2025, Sanbell proposes to provide surveying and engineering design services to the Town of Los Gatos for the 709 University Avenue & Vasona Storm Drain Project.

Attached for your review is our proposed scope of service and cost proposal to provide the surveying and engineering services requested in the Town's RFP.

Bellecci proposes to provide the services outlined in this proposal for an estimated fee of \$49,956.00 for both sites to be invoiced monthly on an hourly basis. We will not exceed this fee without prior approval from the Town.

We are excited about the opportunity to assist the Town with this project. If you have any questions, feel free to call me at 925-318-2071.

Sincerely,
BELLECCI & ASSOCIATES, INC

A handwritten signature in blue ink that reads 'Robert Broestl'.

Robert Broestl, PE
Principal Engineer I

Concord, CA 94520

bellecci.com

Pleasanton, CA 94566

Project Understanding

The Town of Los Gatos seeks engineering design services for the replacement of 2 corrugated metal storm drain pipes (CMP) that have corroded and missing inverts due to the age of the pipes. The soil material under the pipes has eroded away in the areas where the pipe invert is completely missing due to the corrosion. The void under the pipes created by erosion is causing sink holes and instability of the ground surface over the pipes. The aerial image below shows the approximate locations of the project sites.



The two project sites are as follows:

1. 709 University Avenue – 24” CMP located in an easement between buildings. Generally, the anticipated repairs include either replacing the CMP pipe or lining the existing pipe with a cured in place liner (CIP), and restoration of the existing ground surface over the pipe.
2. Vasona – 36” CMP crossing University Avenue and through a park with an outfall into Los Gatos Creek at Vasona Reservoir. Generally, the anticipated repairs include replacing the CMP pipe, repair of the existing rock outfall and restoration of the existing ground surface over the pipe.

The scope of work for the above project is described in more detail below:

Scope of Work:**PROJECT MANAGEMENT, MEETINGS AND PROGRESS REPORTS**

Sanbell will attend meetings with Town staff throughout the design process. The meetings shall include:

- One (1) kick-off meeting at the project site with Public Works staff and project stakeholders
- Two (2) design review meetings (virtual meetings) with Public Works staff
- Schedule and coordinate with staff

In addition, Sanbell will provide project progress updates monthly. The report will include accomplishments, anticipated problems or issues, schedule updates and schedule of upcoming events. In addition, we will provide cost reports with every invoice that highlights the approved budget, budget remaining, and amount spent for the invoicing period, estimated cost at completion and an estimate of the percent complete.

Deliverable: Progress reports and meeting agendas & minutes

DETAILED SITE INVESTIGATION

Sanbell will visually inspect the project sites to assess and accomplish the following:

- Review existing site conditions.
- Determine the existing access constraints at the project site.
- Determine the limits of work and identify possible construction issues.
- Identify possible conflicts with visible utilities (valves, manholes, monuments, etc.).

Deliverable: None

TOPOGRAPHIC SURVEY FOR BASE MAP

Sanbell will provide topographic surveying services by a licensed Professional Land Surveyor for development of topographic maps. We will provide an aerial image supplemented with ground shot information by the Sanbell survey crews. The topographic survey will include the following activities:

- Establish survey control using GPS coordinates (NAD 83, NAVD 88, Epoch 2010, Zone 3).
- Provide ground shot topographic survey for the areas at the site scheduled to receive new improvements. Supplemental survey to include the following:
 - o Curbs, gutters, sidewalks, driveways and existing improvements
 - o Sewer manhole rim and clean-outs.
 - o Storm drain manhole rim elevations and catch basin grate elevations and inverts.
 - o Water valve boxes, meter boxes and fire hydrants.
 - o Miscellaneous dry utility (PG&E, AT&T, etc.) boxes and equipment.
 - o Trees with trunk diameter.

Deliverable: None

COORDINATION WITH UTILITIES

Sanbell will coordinate with owners of the utilities (including Town owned facilities) in the project areas to obtain their utility base maps for use in developing the plans. Utility locations will be shown on the base map used for the design of the improvements.

Deliverable: Copies of the correspondence with the utility companies

PLANS, SPECIFICATIONS AND ESTIMATES

The plans, technical specifications and cost items will be compiled in standard Town format. The plans will be prepared in ACAD and use the aerial image supplemented with the topographic survey as the design base maps. The plans will be at a 1" = 20' scale on 22"x34" plan sheets and will include details needed for the construction of the project. We will prepare technical specifications using the format of the Town of Los Gatos and Caltrans 2024 Standard Specifications. Sanbell will provide the Town with 35% (conceptual), 80% and Bid submittal. Engineer's estimates will be provided with each submittal.

Deliverable: Electronic files (PDF) of Plans and Estimate at the 35% (conceptual), and electronic files of Plans, Specifications and Estimate 80% Design Stage and Final Bid Documents

BID SUPPORT (OPTIONAL)

During the bidding phase, Sanbell will assist the Town with the bidding process and provide the Town with assistance to answer any Contractor questions pertaining to the plans and specifications. We will prepare and issue contract addenda, as needed.

Deliverable: Copies of all addenda and correspondence

CONSTRUCTION SUPPORT SERVICES (OPTIONAL)

Sanbell will attend the preconstruction meeting as required. We will review the contractor submittals for compliance with the specifications and respond within ten days. We will also clarify questions regarding the plans (RFIs), review change order requests from the contractor and prepare as-needed plan modifications for the change orders.

In addition, Sanbell will prepare as-built plans for the Town's records. As-built changes will be based on the red line mark-ups from the Contractor and the Construction Manager.

Deliverable: Copies of all correspondence

COST PROPOSAL

Town of Los Gatos

709 University Avenue & Vasona Storm Drain Project

April 30, 2025

PROJECT BUDGET ESTIMATE												
TASK #	RATE	248	228	180	162	236	284	180	106	HRS. /TASK	DIRECT COST	TOTAL COST
TASKS DESCRIPTION	Principal Engineer I	Professional Engineer II	Engineer II	Assistant Engineer II	Professional Surveyor I	2-Man Survey Party	Survey Technician III	Administrative				
Task 1 - Project Administration												
1	Project Administration (Includes Project Status Reports & Schedule Updates)	12						2	14			\$3,188.00
2	Project Meetings (Town Staff)	4	4						8			\$1,904.00
3	QA/QC	2	2						4			\$952.00
	Sub-Total	18	6	0	0	0	0	2	26			\$6,044.00
Task 2 - Site Investigation, Data Collection, & Survey												
1	Utility Research & Coordination (PG&E, Comcast, AT&T, City, etc.)	2	2		6				10			\$1,924.00
2	Topographic Survey Base Map	2				2	10	8	22			\$5,248.00
3	Detailed Site Investigation	2	6	6					14			\$2,944.00
	Sub-Total	6	8	6	6	2	10	8	46			\$10,116.00
Task 3 - Plans, Specifications & Estimate												
1	35% Conceptual Plans & Estimate	4	8	16	48				2	78		\$13,684.00
2	80% Plans, Specification & Estimate and Bid Plans, Specifications & Estimate (100%)	4	16	28	60				2	110		\$19,612.00
	Sub-Total	8	24	44	108	0	0	0	4	188		\$33,296.00
Task 4 - Bid Support (Optional)												
1	Bid Period Services	0	0	0	0	0	0	0	0	0	0	\$0.00
	Sub-Total	0	0	0	0	0	0	0	0	0	0	\$0.00
Task 5 - Construction Phase (Optional)												
1	Construction Phase	0	0	0	0	0	0	0	0	0	0	\$0.00
	Sub-Total	0	0	0	0	0	0	0	0	0	0	\$0.00
1	Miscellaneous Expenses (Mileage, Prints, Postage, etc.)									0	\$500	\$500
	PROJECT TOTAL	32	38	50	114	2	10	8	6	260	\$500	\$49,956

Project Assumptions

- 1 Distribution of hours shown on the budget are for estimating purposes and the invoicing hours can vary as long as the total approved budget is not exceeded.
- 2 Miscellaneous expenses include mileage, postage, photocopies, computer plotting/printing for internal use, UPS/FedEx, etc.
- 3 Utility plans from the various utility companies are readily available, accurate and current and if needed utility relocations will be designed by others.
- 4 If needed, the Town will provide the storm drain video inspection files for the storm drain lines.
- 5 Town pays for all outside agency fees (Environmental, Caltrans, utility companies, etc.).
- 6 Town will print and distribute all bid documents.



AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT amends that certain agreement titled Agreement for Consultant Services dated May 22, 2025, made by and between the Town of Los Gatos, ("Town,") and Sanbell ("Consultant"), a Corporation and whose address is 1390 Willow Pass Rd, Ste 300, Concord, CA 94520.

- A. Town and Contractor entered into an Agreement for Consultant Services on May 22, 2025 ("Agreement").
- B. The parties desire to amend the Agreement in order to extend the term and time of performance.

AMENDMENT

- A. Section 2.2 Term and Time of Performance is amended to read: This contract will remain in effect from upon execution through December 31, 2026.
- B. All other terms and conditions of the Agreement remain in full force and effect.

TOWN OF LOS GATOS

Signed by:
Chris Constantin
03E5E4869B5C461...
SIGNATURE

Chris Constantin

FULL NAME

Town Manager

TITLE

5/1/2026

DATE SIGNED

SANBELL:

Signed by:
Robert Broestl
15F958DDFC5F4CD...
SIGNATURE

Robert Broestl

CONTRACTOR SIGNATORY'S FULL NAME

Principal Engineer

CONTRACTOR SIGNATORY'S TITLE

5/1/2026

DATE SIGNED

Approved as to form:

Signed by:
Gabrielle Whelan
BB433AD84396437...
SIGNATURE

Gabrielle whelan

FULL NAME

Town Attorney

TITLE

5/1/2026

DATE SIGNED

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