

# AGREEMENT FOR PROFESSIONAL SERVICES

## 709 University Avenue Drainage System Replacement Project

### 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 709 University Avenue Drainage System Replacement 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 Wednesday, June 30, 2027.
- 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 \$98,895.00** 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 - 709 University Ave 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 - 709 University Ave Project

**Exhibit A**

**Scope & Cost Proposal - 709 University Ave Project**

## SCOPE OF SERVICES

### 709 UNIVERSITY AVENUE DRAINAGE SYSTEM REPLACEMENT PROJECT

During design, CCTV inspection of the existing storm drain identified severe damage/corrosion within the pipe. However, the CCTV was only able to inspect a limited portion of the line, so the full extent of the deterioration could not initially be confirmed.

In early March 2026, the Town of Los Gatos (“Town”) retained Sanco Pipelines to pothole and expose additional portions of the pipe to better determine the condition of the unverified segments. Based on that work, it was determined that the existing 24-inch storm drain pipe is extensively deteriorated and structurally compromised, with damage significantly exceeding what was anticipated at the outset of design. The severity and extent of these conditions have been documented in prior correspondence with the Town.

These conditions were not known at the time of the original scope and have materially changed the nature of the project. The budget under the original scope has been fully utilized, and the additional work required to evaluate these conditions is outside that scope and requires a contract amendment.

#### TASK 1 – PROJECT ADMINISTRATION & MEETINGS

Sanbell will provide project administration and coordination for the additional services included in this scope. This task includes budget tracking, schedule coordination, internal coordination, and general communication with Town staff.

This task assumes up to three (3) virtual coordination meetings during the alternatives analysis phase and up to three (3) virtual coordination meetings during the design development phase.

**DELIVERABLES:** Meeting agendas/summaries, as needed.

#### TASK 2 – POTHOLING, UTILITY RESEARCH, & ADDITIONAL TOPO

Sanbell will coordinate with the Town and potholing contractor to plan and perform additional targeted potholing. This effort will further investigate subsurface conditions, verify pipe/trench conditions, and identify potential conflicts along the existing and proposed alternative alignments.

Potholing will be performed by Certerra Subsurface Imaging, Inc., as a subcontractor to Sanbell. The potholing scope includes up to 10 potholes, assumed to be standard 12-inch by 12-inch potholes performed to the top of pipe, encasement, or stop depth. The work will include Dig Alert coordination/delineation, vacuum excavation, slurry backfill, removal of debris, hot patching, standard traffic control, and preparation of a pothole report documenting the findings. Hot patching will be performed in accordance with City standards and is assumed to include backfill with up to two sacks of slurry, a hot mix patch up to 2 feet by 2 feet, grinding, and capping. Standard traffic control is included, with additional flagging or traffic control measures provided only if required by the Town/City.

The Town will coordinate potholing access with affected homeowners and the HOA, as necessary. It is assumed that the Town will not charge encroachment permit fees, traffic control plan review fees, or other Town permit/review fees associated with the potholing work.

Sanbell will also perform utility research to identify existing utilities within the project area using available records and mapping. This information will be used to support the alternatives analysis and identify potential conflicts, access limitations, and construction considerations.

Sanbell will perform supplemental topographic and field survey, as needed, to support the alternatives analysis. Since some alternatives may extend beyond the limits of the existing survey, additional field data may be needed to evaluate potential alignments, identify site constraints, and support the Town's selection of a preferred alternative. Budget for this effort has been included in the cost proposal.

### **TASK 3 - ALTERNATIVE ANALYSIS**

Sanbell will perform an alternatives analysis to evaluate feasible repair approaches for the failed storm drain system. This effort will support the Town in selecting a preferred repair method.

The following alternatives will be evaluated:

1. Alternative 1 (Open Trench) - trench repair and installation of new storm drain pipe along the existing alignment.
2. Alternative 2 (Slip Lining) - trench repair, slip lining of the existing pipe, and pressure grouting of annular spaces and voids.
3. Alternative 3 (Realignment / Bubble-Up) - approximately 250 linear feet of new storm drain pipe extending south to a bubble-up along Winchester Boulevard / North Santa Cruz Avenue.
4. Alternative 4 (Bubble-Up) - convert existing catch basin at Winchester Boulevard to bubble up and allow all overland stormwater flow to drain to next downstream catch basin.
5. Alternative 5 (Realignment) - new storm drain line from Winchester Boulevard along the University Oaks driveway to University Avenue.
6. Alternative 6 (Realignment) - approximately 500 linear feet of new storm drain pipe extending southerly to the existing inlet at Blossom Hill Road.

Sanbell will focus initial efforts and analyze Alternatives 1 - 4. If it is deemed that these alternatives are not feasible, Sanbell will notify the Town before analyzing Alternatives 5 - 6.

The results of this analysis will be compiled into a technical memorandum to support Town review and selection of a preferred method and alignment. For each alternative, the technical memorandum will include:

- Conceptual Layout
- Feasibility & Constraint Assessment
- Preliminary Hydraulic Evaluation
- Planning-Level Cost Estimate

**DELIVERABLES:** Technical Memorandum

#### **TASK 4 – DESIGN DEVELOPMENT**

Following selection of a preferred alternative and alignment by the Town, Sanbell will produce 60%, 90%, and final bid set design 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 Town review of the 60% and 90% submittals, Sanbell will facilitate design review meetings to review Town comments and identify remaining items before advancing to the next submittal.

Sanbell will coordinate with the Town throughout design to refine the selected approach. Design will consider access constraints, utility conflicts, and construction considerations identified during the alternatives analysis.

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

#### **TASK 5 – STORM DRAIN EASEMENT LEGAL & PLAT**

If the Town selects an alternative that requires realignment of the storm drain outside the existing easement, Sanbell will prepare a new storm drain easement legal description and plat. This task is anticipated to apply to the University Avenue realignment alternative, which would route the storm drain along the University Oaks driveway from Winchester Boulevard to University Avenue.

Sanbell's survey staff will review the proposed alignment, existing property/easement information, available record maps, and supporting design information to prepare the easement documents. The legal description and plat will define the proposed easement area needed for construction, access, operation, maintenance, and future replacement of the storm drain facility.

This task includes survey office time required to prepare the legal description and plat in a format suitable for Town review and future recordation. Any title company coordination, recording fees, property owner negotiations, or legal review by others are not included.

**DELIVERABLES:** Storm drain easement legal description and plat

#### **TASK 6 – 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.

**Cost Proposal for Contract Amendment Request**

709 University Avenue Drainage System Replacement Project

Town of Los Gatos

No.	Task Description	Labor Categories									Total Hours	Total Labor Costs	Sub Consultants	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	Surveyor Professional Surveyor II	Survey Crew 2-person survey crew	Surveying Staff Staff Surveyor II	Administrative				
		\$260	\$224	\$184	\$100	\$256	\$240	\$326	\$184	\$116				
<b>Task 1 - Project Administration &amp; Meetings</b>														
1.1	Project Administration (Includes Status Reports & Schedule Updates)	1	10	6	-	-	-	-	-	4	21	\$4,068	-	\$4,068
1.2	Project Meetings	2	8	8	-	-	-	-	-	-	18	\$3,784	-	\$3,784
<b>Task 2 - Potholing, Utility Research, &amp; Additional Topo</b>														
2.1	Potholing (Up to 10 Potholes)	-	2	8	-	-	-	-	-	-	10	\$1,920	\$27,627	\$29,547
2.2	Utility Research	-	4	16	-	-	-	-	-	-	20	\$3,840	-	\$3,840
2.3	Right-of-Way & Easement Research	-	1	2	-	-	4	-	4	-	11	\$2,288	-	\$2,288
2.4	Additional Topo & Field Survey	-	-	2	-	-	-	10	12	-	24	\$5,836	-	\$5,836
<b>Task 3 - Alternative Analysis</b>														
3.1	Alternative Analysis of Proposed Alignments & Methods	2	10	40	12	-	-	-	-	-	64	\$11,320	-	\$11,320
<b>Task 4 - Design Development</b>														
4.1	Plans, Specifications, & Estimate (60%)	1	12	44	-	-	-	-	-	-	57	\$11,044	-	\$11,044
4.2	Plans, Specifications, & Estimate (90%)	1	10	40	-	-	-	-	-	-	51	\$9,860	-	\$9,860
4.3	Plans, Specifications, & Estimate (Bid Set)	2	8	32	-	-	-	-	-	-	42	\$8,200	-	\$8,200
<b>Task 5 - Storm Drain Easement Legal &amp; Plat</b>														
5.1	Preparation of Storm Drain Easement Legal & Plat	-	-	-	-	2	18	8	-	-	28	\$7,440	-	\$7,440
<b>Task 6 - Bid Phase Support</b>														
6.1	Bid Phase Support	1	3	4	-	-	-	-	-	-	8	\$1,668	-	\$1,668
		<b>10</b>	<b>68</b>	<b>202</b>	<b>12</b>	<b>2</b>	<b>22</b>	<b>18</b>	<b>16</b>	<b>4</b>	<b>354</b>	<b>\$71,268</b>	<b>\$27,627</b>	<b>\$98,895</b>

**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 Town of Los Gatos will provide all available utility information requested by Sanbell.
- 4 The above labor rates are based on the 2026 Sanbell Billing Rate schedule.

# Billing Rates



Jan 1, 2026 to  
Dec 31, 2026

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## Engineering Services

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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

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## Construction Services

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

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## Land Surveying Services

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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

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## Legal & Expert Services

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

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

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

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## Expenses

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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%