

## FOURTH AMENDMENT TO AGREEMENT

This FOURTH AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES is dated for identification this 5<sup>th</sup> day of December 2023 and amends that certain Third Amendment to Agreement for Consultant Services dated August 15, 2023, made by and between the Town of Los Gatos, ("Town") and the ActiveWayz Engineering ("Consultant") identified as an S Corporation and whose address is 2170 The Alameda Ste 200, San Jose, CA 95126

### RECITALS

- A. Town and Consultant entered into an Agreement for Consultant Services on May 3, 2021 ("Agreement") a First Amendment for Consultant Services Agreement on March 1, 2022, a Second Amendment for Consultant Services Agreement on April 1, 2023, and a Third Amendment for Consultant Services Agreement on August 15, 2023 for the Shannon Road Pedestrian and Bikeway improvements Project (CIP No. 813-0218), copies of which are attached hereto and incorporated by reference as Exhibit A to this Amendment.
- B. Town desires to amend the Agreement to extend the term and add to the minimum scope of insurance of the agreement.

### AMENDMENT

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

The contract term is extended to December 31, 2024.

2. Section 3.1 Minimum Scope of Insurance is amended to read:

Service Provider 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.

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

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

Town of Los Gatos:

ActiveWayz Engineering:

\_\_\_\_\_  
Laurel Prevetti, Town Manager

\_\_\_\_\_  
Admas Zewdie, President

Department Approval:

\_\_\_\_\_  
Nicolle Burnham  
Director of Parks and Public Works

Approved as to Form:

Attest:

\_\_\_\_\_  
Gabrielle Whelan, Town Attorney

\_\_\_\_\_  
Wendy Wood, CMC, Town Clerk

### THIRD AMENDMENT TO AGREEMENT

This THIRD AMENDMENT TO AGREEMENT is dated for identification this 15<sup>th</sup> day of August 2023 and amends that certain Second Amendment to Agreement for Consultant Services dated April 1, 2023, made by and between the Town of Los Gatos, ("Town") and the ActiveWayz Engineering ("Consultant") identified as an S Corporation and whose address is 2170 The Alameda Ste 200, San Jose, CA 95126

#### RECITALS

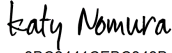
- A. Town and Consultant entered into an Agreement for Consultant Services on May 3, 2021 ("Agreement") and a First Amendment for Consultant Services Agreement on March 1, 2022, and a Second Amendment for Consultant Services Agreement on April 1, 2023 for the Shannon Road Pedestrian and Bikeway improvements Project (CIP No. 813-0218), copies of which are attached hereto and incorporated by reference as Exhibit A to this Amendment.
- B. Town desires to amend the Agreement to add to the scope of services and for additional compensation.

#### AMENDMENT


- 1. 2.1 Scope of Services is amended to read as follows:  
  
Consultant shall provide services as described in that certain Proposal sent to the Town on July 31, 2023, which is hereby incorporated by reference and attached as Exhibit B.
- 2. 2.6 Compensation is amended to read as follows:  
  
Additional compensation for Consultant's professional services shall be increased by \$80,224. For a total agreement amount **not to exceed \$276,933**, inclusive of all costs. Payment shall be based upon Town approval of each task based on Exhibit B.
- 3. All other items and conditions of the Agreement remain in full force and effect.

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


Town of Los Gatos:

DocuSigned by:  
  
3BC2441CEBC343B...  
Katy Nomura, Assistant Town Manager For  
Laurel Prevetti, Town Manager


ActiveWayz Engineering:

DocuSigned by:  
  
EC49C3B6AA4744E...  
Admas Zewdie, President

Department Approval:

DocuSigned by:  
  
0E07831340644C3...  
Nicolle Burnham  
Director of Parks and Public Works

Approved as to Form:

DocuSigned by:  
  
EFD0730A5534428...  
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:  
  
BF0EBCBE2C214F8...  
Wendy Wood, CMC, Town Clerk

## SECOND AMENDMENT TO AGREEMENT

This SECOND AMENDMENT TO AGREEMENT is dated for identification this 1<sup>st</sup> day of April 2023 and amends that certain First Amendment to Agreement for Consultant Services dated March 1, 2022, made by and between the Town of Los Gatos, ("Town") and the ActiveWayz Engineering ("Consultant") identified as an S Corporation and whose address is 2170 The Alameda Ste 200, San Jose, CA 95126

### RECITALS

- A. Town and Consultant entered into an Agreement for Consultant Services on May 3, 2021 ("Agreement") and a First Amendment for Consultant Services Agreement on March 1, 2022 for the Shannon Road Pedestrian and Bikeway improvements Project (CIP No. 813-0218), copies of which are attached hereto and incorporated by reference as Exhibit A to this Amendment.
- B. Town desires to amend the Agreement to add to the scope of services and for additional compensation.

### AMENDMENT

- 1. 2.1 Scope of Services is amended to read as follows:

Consultant shall provide services as described in that certain Proposal sent to the Town on March 8, 2023, which is hereby incorporated by referenced and attached as Exhibit B.

- 2. 2.6 Compensation is amended to read as follows:

Additional compensation for Consultant's professional services shall be increased by \$25,238. For a total agreement amount **not to exceed \$196,709**, inclusive of all costs. Payment shall be based upon Town approval of each task based on Exhibit B.

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

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

Town of Los Gatos:

DocuSigned by:

*Laurel Prevetti*

853FEEA2EB39470...

Laurel Prevetti, Town Manager

ActiveWayz Engineering:

DocuSigned by:

*Admas Zewdie*

EG49C3B6AA4744E...

Admas Zewdie, President

Department Approval:

DocuSigned by:

*Nicolle Burnham*

0E07831340644C3...

Nicolle Burnham

Director of Parks and Public Works

Approved as to Form:

DocuSigned by:

*Gabrielle Whelan*

EFD0738A5534428...

Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:

*Wendy Wood*

BF0EBCBE2C214F8...

Wendy Wood, CMC, Town Clerk

## FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

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

### RECITALS

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

### AMENDMENT

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

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

2. Section 2.6 Compensation is amended to read:

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

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

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

Town of Los Gatos by:

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

Consultant by:

DocuSigned by:  
*Admas Zewdie*  
EC49C3B6AA474E...  
Admas Zewdie, President  
Print Name/Title

Recommended by:

DocuSigned by:  
*Matt Morley* 3/11/2022  
BBA0B3B0D8F4484...  
Matt Morley  
Director of Parks and Public Works

Approved as to Form:

DocuSigned by:  
*Robert W. Schultz* 3/23/2022  
2FE0938355B744C...  
Robert Schultz, Town Attorney

Attest:

DocuSigned by:  
*Shelley Neis* 3/23/2022  
B9666F65B1F34F6...  
Shelley Neis, MMC, CPMC, Town Clerk





## **AGREEMENT FOR CONSULTANT SERVICES**

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

### **I. RECITALS**

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

### **II. AGREEMENTS**

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

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

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

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

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

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

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

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

### **III. INSURANCE AND INDEMNIFICATION**

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

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

General Liability:

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

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

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

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

#### IV. GENERAL TERMS

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

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

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

- 4.4.9 Town shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., Town may continue to hold sufficient funds to cover estimated wages and penalties under the contract.
- 4.5 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.6 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.7 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

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

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

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

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

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

Town of Los Gatos by:

Consultant, by:

DocuSigned by:

*Laurel Prevetti*

5/20/2021

Laurel Prevetti, Town Manager

DocuSigned by:

*Admas Zewdie*

5/18/2021

Admas Zewdie, President

Recommended by:

DocuSigned by:

*Matt Morley*

5/19/2021

Matt Morley  
Director of Parks and Public Works

Admas Zewdie, President

Printed Name and Title

Approved as to Form:

DocuSigned by:

*Robert W. Schultz*

5/20/2021

Robert Schultz, Town Attorney

Attest:

DocuSigned by:

*Shelley Neis*

5/20/2021

Shelley Neis, MMC, CPMC, Town Clerk





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

July 31, 2023

Gary Heap, P.E., Town Engineer  
Town of Los Gatos, Parks & Public Works  
41 Miles Ave, Los Gatos, CA 95030  
(408) 399-5773

**RE: Shannon Road Pedestrian and Bikeway Improvements Project – Amendment Request #3**

Dear Gary,

Thank you for the opportunity to continue supporting the Town of Los Gatos in achieving the complete-street vision for Shannon Road. The Plans, Specification, and Estimate (PS&E) package for the Shannon Road Pedestrian and Bikeway Improvements Project was fully completed and ready to bid. This proposal is for the resign of the corridor based on Town Council direction to staff to accommodate recent resident requests for modification of the previous design. The proposed concept attempts to maximize placement of trees and reduce bicycle lane buffers to a minimum. We propose the following scope items to incorporate the desired changes and prepare contract package for the revised concept.

**SCOPE OF SERVICES**

**Project Management**

Communicate regularly with Town of Los Gatos project manager regarding project progress, challenges, and next action items; Prepare monthly invoices and progress reports; Prepare and maintain project schedule.

**Utility Coordination**

Review previously completed Notice to Owner (NTOs); coordinate with utility companies to update relocation plans if necessary; prepare amendment to previously approved utility and right of way certification documents in coordination with Caltrans.

**Final Design**

**100% PS&E**

Update the project geometric layout based on the Council-approved conceptual cross-sections; redesign driveways, curb ramps, drainage systems, and update relevant construction details accordingly; update project specifications and cost estimate.

***Final PS&E***

Review and respond to Town comments on the 100% PS&E package, update plans, specifications, and estimate to address Town comments.

**OPTIONAL TASK - E-76 Construction Funding Authorizatoin Request**

ActiveWayz will prepare construction funding application (E-76 package) to Caltrans Local Assistance. ActiveWayz will complete and submit the following forms for Caltrans review and approval:

- Exhibit 3a
- Exhibit 9d
- Exhibit 12d
- Exhibit 17-Ex-18
- Exhibit 12f

FTIP reference sheet, approved NEPA document (to be provided by Town), signed and sealed PS&E package will be included in the funding application package.

***Project Budget Summary***

The proposed fee for the abovementioned scope is \$70,688, excluding the optional task. The table below summarizes the overall project budget. A detailed breakdown of the proposed fee is included as Attachment A.

Original Contract	\$ 126,631
Amendment #1	\$ 44,840
Amendment #2 (Construction Support)	\$ 25,238
<b>Contract Amount After Amendments</b>	<b>\$ 196,709</b>
Current Amendment Request (Excluding Optional Task)	\$ 70,688
<b>Contract Amount After Current Amendment</b>	<b>\$ 267,397</b>
Optional Task	\$9,536
<b>Contract Amount After Current Amendment (Including Optional Task)</b>	<b>\$ 276,933</b>

I hope you find the above information helpful as you review our amendment request. Should you have any questions regarding the above, please contact me at [admas@activewayz.engineering](mailto:admas@activewayz.engineering) or at (408) 219-5678.

Sincerely,

**ActiveWayz Engineering, Inc.**



Admas Zewdie, P.E.

President

**ATTACHMENT A**ActiveWayz Engineering  
Fee Estimate

7/17/2023

**TOWN OF LOS GATOS  
SHANNON ROAD PEDESTRIAN AND BIKEWAY IMPROVEMENTS (CIP No. 813-0218)  
AMENDMENT #3**

Tasks	ActiveWayz Engineering							
	Project Manager	Design Engineer	Engineering Technician	Total	Project Manager	Design Engineer	Engineering Technician	Total Fee
	Hours				\$220	\$136	\$109	
<b>1. Project Management</b>	<b>24</b>	<b>—</b>	<b>—</b>	<b>24</b>	<b>\$5,280</b>	<b>—</b>	<b>—</b>	<b>\$5,280</b>
Sub-Task								
Project Management & Coordination	16	—	—	16	\$3,520	—	—	\$3,520
Project Schedule	—	—	—	—	—	—	—	—
Kick-Off Meeting	—	—	—	—	—	—	—	—
Project Coordination Meeting	8	—	—	8	\$1,760	—	—	\$1,760
Ourteach Meetings (4)	—	—	—	—	—	—	—	—
<b>5. Utility Coordination</b>	<b>10</b>	<b>16</b>	<b>—</b>	<b>26</b>	<b>\$2,200</b>	<b>\$2,176</b>	<b>—</b>	<b>\$4,376</b>
Sub-Task								
Utility Coordination	10	16	—	26	\$2,200	\$2,176	—	\$4,376
	—	—	—	—	—	—	—	—
	—	—	—	—	—	—	—	—
	—	—	—	—	—	—	—	—
<b>6. Final Design</b>	<b>66</b>	<b>342</b>	<b>—</b>	<b>408</b>	<b>\$14,520</b>	<b>\$46,512</b>	<b>—</b>	<b>\$61,032</b>
Sub-Task								
65% PS&E	—	—	—	—	—	—	—	—
100% PS&E	52	264	—	316	\$11,440	\$35,904	—	\$47,344
Update Geometric Layout	10							
Prepare Demolition Xref File		8						
Prepare Demolition Plan Sheets		12						
Typical Cross Sections		8						
Profile Design	8	22						
Plan and Profile Sheets		28						
Curb Ramp and Driveway Design	10	40						
Improvement Detail Sheets		40						
Drainage System Design		32						
Drainage and Utility Xref File		12						
Drainage and Utility Plan Sheets		24						
Signing and Striping Sheets		16						
Quantity Calculation/Cost Estimate		22						
Specifications	12							
QC Review	12							
Final PS&E	12	70	—	82	\$2,640	\$9,520	—	\$12,160
Comment Review and Responses	3	4						
Update Xref Files (Geom, Prof, Demo, Drainage)		12						
Update Plan Sheets		46						
Update Estimate		8						
Update Specs	3							
QC Review	6							
E-76 Support to Town Staff	2	8		10	\$440	\$1,088	—	\$1,528
<b>Total</b>	<b>100</b>	<b>358</b>	<b>—</b>	<b>458</b>	<b>\$22,000</b>	<b>\$48,688</b>	<b>—</b>	<b>\$70,688</b>
<b>Optional Task</b>								
E-76 Construction Funding Authorizatoin Request	28	12	16	56	\$6,160	\$1,632	\$1,744	\$9,536

