

AMENDMENT TO AGREEMENT

This FIFTH AMENDMENT TO AGREEMENT FOR SERVICES amends that certain Agreement for Services titled Agreement for Services dated September 21, 2023, made by and between the Town of Los Gatos, ("Town,") and Traffic Management Inc. ("Contractor"), a Corporation and whose address is 8399 Edgewater Drive, Oakland, CA 94621.

RECITALS

- A. Town and Consultant entered into an Agreement for Services on September 21, 2023, ("Agreement")
- B. The Agreement was amended by the First Amendment dated November 28, 2023, the Second Amendment dated August 20, 2024, the Third Amendment dated January 21, 2025, and the Fourth Amendment dated August 5, 2025.
- C. The parties desire to amend the Agreement to provide traffic-management services for the 2026 Halloween road closures and Children's Holiday Parade, extend the Agreement term, and increase compensation.

AMENDMENT

- A. Section 2.1 Scope of Services is amended to read as follows:
Service Provider shall provide services as described in that certain Proposal dated June 24, 2026 for the Tait Halloween Closure, the Johnson Halloween Closure, and the Holiday Parade Closure, which is hereby incorporated by reference and attached as Exhibit A.
- B. Section 2.2 Term and Time of Performance is amended to read:
This contract will remain in effect from September 1, 2026 to August 31, 2027.
- C. Section 2.6 Compensation is amended to read:
Compensation for Service Provider's professional services shall be increased by \$39,096.50 plus 10% of the 2026 Holiday Road Closure costs (\$3,909.65) to cover any unforeseen traffic control issues that might occur during the events, increasing the contract amount by \$43,006.15, for a total agreement amount not to exceed \$178,406.79. Payment shall be based upon Town approval of each task based on Exhibit A.
- D. All other terms and conditions of the Agreement remain in full force and effect.

Attachments:

A - Scope of Services - 2026 Halloween and Children's Holiday Parade Traffic Control

TOWN OF LOS GATOS

CONTRACTOR: Traffic Management Inc.

SIGNATURE
Chris Constantin
FULL NAME
Town Manager
TITLE
DATE SIGNED

SIGNATURE
Elva Pinedo
CONTRACTOR SIGNATORY'S FULL NAME
Director, Credit and Collections
CONTRACTOR 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 of Services - 2026 Halloween and Children's Holiday Parade Traffic Control

Exhibit A

Scope of Services - 2026 Halloween and Children's Holiday Parade Traffic Control



Office: San Jose
Phone: 877-763-5999
Fax:
Address: 205 Dupont Street
San Jose, CA 95126
www.trafficmanagement.com

7/20/2026
Quote #126557

Customer

Customer: Town of Los Gatos
Phone:
Fax:
Address: 41 Miles Ave, Los Gatos, CA 95030
Billing Address: 41 Miles Ave, Los Gatos, CA 95030
Customer Job/Ref #:

Contact Name: Gary Heap
Direct Phone:
Cell:
Email: gheap@losgatosca.gov

Job

Job #: N/A
Project Name: Special Events
Location: Tait Ave and W Main St, Los Gatos, CA 95030
Start Date: 10/31/2026 5:00 PM
Duration: 3 events

Scope: Special Events
Office Name: San Jose
☒ Prevailing Wage
☐ Union
☐ Public Works
☐ Weekday Work
☐ Project Labor Agreement

#	Item Details	Qty	Unit Price	FSC	Tax	Total
Tait Halloween Closure 10/31/2026 (Saturday) (2 items)						
1	Tait Halloween Closure TS9310	1.00(LS)	\$5,556.60 LS	☐	☐	\$5,556.60
Price based on up to four (4) traffic controller/flagger(s) for up to seven (7) hours onsite. Any additional scope or standby time preventing traffic control operations (due to equipment in roadway, incomplete contractor work, etc.) will be billed at the following hourly rates: Standard - \$793.80 Overtime - \$793.80 Premium Time - \$952.56						
2	Tait CMS Rental Package RM1000	1.00(LS)	\$470.00 wk	☐	☐	\$470.00
Additional rent: \$78.35/dy;\$235.00/wk per CMS board Up to one week rental of two (2) CMS Boards for the Tait Halloween closure Additional rental rate of equipment: \$436.00/dy; \$1272.00/wk; \$2704.00/mo						
Sub Total:						\$6,026.60
Johnson Halloween Closure 10/31/2026 (Saturday) (2 items)						
3	Johnson Halloween Closure TS9310	1.00(LS)	\$8,334.90 LS	☐	☐	\$8,334.90
Price based on up to six (6) traffic controller/flagger(s) for up to seven (7) hours onsite. Any additional scope or standby time preventing traffic control operations (due to equipment in roadway, incomplete contractor work, etc.) will be billed at the following hourly rates: Standard - \$1190.70 Overtime - \$1190.70 Premium Time - \$1428.84 **Same day cancellation fee: \$4167.45**						
4	Johnson CMS Rental RM1000	1.00(LS)	\$235.00 wk	☐	☐	\$235.00
Additional rent:						

#	Item Details	Qty	Unit Price	FSC	Tax	Total
	\$78.35/dy;\$235.00/wk per CMS board Up to One week rental of one (1) CMS board for the Johnson Halloween closure. Additional rental rate of equipment: \$436.00/dy; \$1272.00/wk; \$2704.00/mo Sub Total: \$8,569.90					

Holiday Parade Closure (2 items)						
5	Holiday Parade Closure TS9310	1.00(LS)	\$23,072.00 LS	☐	☐	\$23,072.00
Price based on a mobilization of up to forty (40) miles from the nearest TMI office and up to eleven (11) hours on site. Any additional scope or standby time preventing installation at the scheduled time (due to equipment in roadway, incomplete contractor work, etc.) will be billed at \$2,097/hr for crew. Customer must be present to sign off on the receipt quantities or will assume responsibility for TMI's documentation after the fact. Removal, rental, lease, purchase, lost or damaged equipment, equipment maintenance, and setup re-installation or modification not included. **Same Day Cancellation Fee: \$11,500.00**						
6	Holiday Parade CMS Rental Package RM1000	1.00(LS)	\$1,428.00 wk	☐	☐	\$1,428.00
One week rental of six (6) towable message boards (CMS) for the Holiday Parade closure Additional rental rate of equipment: \$1308.00/dy; \$3816.00/wk; \$8112.00/mo Sub Total: \$24,500.00						

Sub Total	\$39,096.50
Tax (0.00%)	0
Total	\$39,096.50

Standard Terms & Conditions

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

Exclusions

Tax,Encroachment Permits,Traffic Control Plans,Traffic Signal Plans,Posting of "No Parking" Signs,Lost or damaged equipment,Equipment maintenance,Business and/or resident notification,Temporary striping or striping removal,Construction fencing,Steel/trench plates,Custom signage,Replacement or modification of existing facilities

