

## AGREEMENT FOR CONSULTANT SERVICES

### PREAMBLE

THIS AGREEMENT is dated for identification on February 18, 2025 by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) CSG Consultants, Inc., (“Consultant”), identified as an C Corporation and whose address is 550 Pilgrim Dr, Foster City, CA 94404. This Agreement is made with reference to the following facts.

### I. RECITALS

- 1.1 The Town desires to engage Consultant to provide plan review and inspection services.
- 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 June 26, 2024, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect February 18, 2025 through June 30, 2028.
- 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 the Consultant's professional services shall be paid at the established hourly rates, as set forth in the Fee Schedule, which is attached hereto. Payment shall be based upon Town approval of the Scope and Fee for each task and payment of fees by individual applicants. The total amount for this agreement shall not exceed **\$500,000**.

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@losgatosca.gov](mailto:AP@losgatosca.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

CSG Consultants, Inc.  
550 Pilgrim Dr  
Foster City, CA 94404

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:

CSG Consultants, Inc. by:

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Chris Constantin, Town Manager

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Cyrus Kianpour, President

Recommended by:

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Nicolle Burnham,  
Director of Parks and Public Works

Approved as to Form:

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Gabrielle Whelan, Town Attorney

Attest:

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Wendy Wood, CMC, Town Clerk



Employee-Owned

550 Pilgrim Drive  
Foster City, CA 94404  
Phone: 650.522.2500  
Fax: 650.522.2599

[www.csgegr.com](http://www.csgegr.com)

June 26, 2024

James Watson, PE  
Senior Civil Engineer – Land Development  
Town of Los Gatos  
41 Miles Avenue  
Los Gatos, CA 95030

**Re: Town of Los Gatos Parks and Public Works Staff Augmentation Assistance**

Dear Mr. Watson,

**CSG Consultants, Inc.** (CSG) is pleased to present this proposal to the Town of Los Gatos (Town) to provide part-time staff augmentation services for its land development team. CSG understands that the candidate would be working one or two days a week at the Town’s Engineering office for collaboration of weekly work assignments and review of the work items listed below:

- Review and provide comments on encroachment permit plans/applications for public improvements.
- Review and provide comments on grading permit plans/applications.
- Review and provide comments on building permit plans/applications related to public works.
- Other duties as assigned.

CSG is pleased to offer Mehdi Sharifi, PE, LEED AP, for this assignment. Mehdi is a Senior Engineer and is available to start assisting the Town as of September 18th, 2024, for the next two to three years, the duration of this assignment. CSG understands that the Town needs assistance prior to September 18th, 2024; therefore, CSG is very pleased to offer Jen Chen, EIT, PACP, to start this assignment immediately until Mehdi is available on September 18th or earlier. CSG is unwavering in its commitment to a seamless transition between Mehdi and Jen and will bear all costs for the transition between them. CSG understands that the task will likely involve both on-site and off-site and the assignment will require 16 to 24 hours a week. Both Mehdi and Jen are committed to the weekly required time commitment for the duration of this assignment.

CSG’s proposed staff will perform such work as described below, but not limited to:

**1.0 – Staff Augmentation**

- Provide customer service addressing inquiries related to the Public Works Department for applications and engineering requirements.
- Review encroachment permits.
- Inspect grading, drainage, sewer, sidewalks, curbs and roadway improvements, as needed.
- Assist Public Works related code enforcement issues, as needed.
- Respond to citizen complaints regarding construction impacts and regulations.
- Perform off-site review and approval of applications for new development including grading permits compliance with City codes and NPDES requirements.
- Perform other duties as assigned.

As a token of appreciation to the Town as a long-term client, CSG is pleased to offer this service at the Associate Engineer rate of \$200 per hour, based on our 2024 Standard Fees. Please see the hourly rate attachment, along with the resumes for Mehdi and Jen, for your reference.



CSG looks forward to working with the Town to continue providing engineering services to meet the Town's needs. Should you have any questions, please feel free to contact me at (650) 522-2511 or by email at [hatem@csgengr.com](mailto:hatem@csgengr.com).

Sincerely,



Hatem Ahmed, PE, PMP  
*Senior Principal Engineer*

*Attachments:*

- 2024 Standard Fees
- Resumes of Mehdi Sharifi, PE, LEEP AP and Jen Chen, EIT, PACP

Cc: Sophie Truong, PE, PLS, QSD/P – Senior Principal Engineer  
Mario Camorongon, PE, CFM, QSD/P – Principal Engineer

# CSG Engineering Services Fee Schedule



CSG Consultants' fee schedule for proposed services is provided below.

PERSONNEL / ROLE	HOURLY RATE
Administrative Assistant	\$115
Engineering Intern	\$145
Assistant Engineer	\$180
Associate Engineer	\$220
Structural Engineer	\$270
Associate Surveyor	\$210
Senior Engineer	\$245
Senior Land Surveyor	\$245
Senior Structural Engineer	\$295
Principal Engineer	\$295
Senior Principal Engineer	\$315
Two-Person Survey Crew	\$440
Assistant Project Manager	\$180
Project Manager	\$240
Senior Project Manager	\$260
Office Engineer	\$180
Construction Inspector	\$190
Senior Construction Inspector	\$210
Assistant Resident Engineer	\$210
Resident Engineer / Construction Manager	\$265
Structural Representative	\$265
Senior Construction Manager	\$315

## TERMS

- All hourly rates include overhead costs including but not limited to salaries, benefits, workers' compensation insurance, local travel, and miscellaneous office expenses.
- Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate.
- On July 1 of each year following the contract start year, CSG will initiate an hourly rate increase based on change in CPI for the applicable region.
- CSG will mail/email an invoice every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30 days from receipt of invoice.
- This fee proposal is valid for a period of 90 days from date of submittal.

# Mehdi Sharifi

PE, LEED AP

Senior Engineer



## LICENSES & CERTIFICATIONS

Professional Civil Engineer, State of California | 62646

LEED Accredited Professional

## EDUCATION

Bachelor of Science, Civil Engineering  
University of Texas | Austin, TX

## PROFESSIONAL AFFILIATIONS

Toastmasters International  
Club: 4840673

Mr. Sharifi has over 25 years of civil engineering experience with a focus on land development reviews. He has provided land development review on a variety of projects ranging from single family residential homes to expansive subdivisions and commercial improvements. Prior to joining CSG, Mr. Sharifi has worked with another consulting engineering firm gaining experience in the design and production aspects of improvement plans from schematic design to design development to construction documents and construction support.

## RELEVANT EXPERIENCE

### Land Development Staff Augmentation | City of San Mateo, CA

Mr. Sharifi has performed an onsite land development review for the City's development projects. His general duties included providing plan check review of all minor private development including but not limited to grading plans, public improvement plans, utility improvement plans, tenant map improvement plans, and plot plans.

### Land Development Staff Augmentation | Town of Woodside, CA

Mr. Sharifi performed an onsite plan review for reviewing and approving site permits, building permits, and encroachment permits.

### Land Development Staff Augmentation | City of Gilroy, CA

Mr. Sharifi performed an onsite land development review for the City's development projects. His general duties included providing plan check review of all major and minor private development (residential and commercial) including but not limited to grading plans, public improvement plans, utility improvement plans, tenant map improvement plans, and plot plans.

### Glen Loma Ranch – Phase 1A | City of Gilroy, CA

Mr. Sharifi serves as one of the primary plan review engineers for this land development project involving three residential subdivision improvement plans (Vista Bella, Petite Sirah and Motaro) with a total of 274 units. He provided review of rough grading and backbone infrastructure improvements including street design, utilities, signing & striping plans, construction phasing plans, erosion control plans, two roundabout designs (Luchessa/10th Street and Santa Teresa/Miller), Storm Water Management Plan, Hydraulics & Hydrology reports, geotechnical reports and joint trench plans.

### Hecker Pass East Cluster | City of Gilroy, CA

The land development project consisted of the review of backbone infrastructure improvements including street design, utilities, signing & striping plans, construction phasing plans, erosion control plans, Review of residential subdivision improvement plans with a total of 186 units; including onsite street improvements, utilities, joint trench, several roundabout designs, final maps, Storm Water Management Plan, Hydraulics & Hydrology reports and geotechnical reports.

### Hollywood Park Casino | City of Inglewood, CA

Mr. Sharifi served as the primary plan review engineer for the review of civil improvement plans (grading, drainage, utilities, storm management, etc.) for the relocation of a casino into a newly created structure.

### Dublin Ranch Subarea 3 | City of Dublin, CA

Mr. Sharifi conducted land development review of onsite and office landscape plans for this project. This 64-acre development includes 437 single-family units and townhomes within six neighborhoods.

# Jen Chen

EIT, PACP

Associate Engineer



## LICENSES & CERTIFICATIONS

Engineer-in-Training  
State of California  
XE 105230

NASSCO PACP Certified

## EDUCATION

Bachelor of Science, Civil and  
Environmental Engineering  
University of California Irvine  
Irvine, CA

## MEMBERSHIP

American Society of Civil  
Engineering (ASCE)

Ms. Chen has been working with CSG for the past 21 years. Her experience includes performing engineering plan reviews and inspections of private development projects, encroachment permit applications, entitlement reviews, civil and stormwater reviews, and lot line adjustments. Additionally, she is experienced with CentralSquare, including TRAKiT and Lucity, which she uses to track all permits, plan checks, and utility management.

## RELEVANT EXPERIENCE

### Land Development Staff Augmentation | City of Foster City, CA

Ms. Chen served as a Land Development Engineer on commercial and residential land development projects. She provided project management services, including plan review, inspection, coordination, customer report MRP C.6 inspection and compliance report preparation, and closeout. Commercial projects have included a research center, fitness center, and emergency generator.

### Engineering Services | City of Monte Sereno, CA

Ms. Chen served as an Associate Engineer on the project and has provided engineering services, including review and inspection of land development plans, encroachment permit review and inspection, customer report MRP C.6 inspection and compliance report preparation, and coordination for various Public Works projects.

### Engineering Staff Augmentation and Construction Management | Town of Los Altos Hills, CA

Ms. Chen served as Associate Engineer on various projects and has provided engineering staff augmentation services in the Town of Los Altos Hills, where she performed engineering plan checks for new and redevelopment projects, including residential houses, lot line adjustment, and encroachment permits. Additional responsibilities included the management of sanitary sewer program which included sewer plan review and inspection, operation and maintenance (O&M) contract administration, CIWQS reporting, assistance in capital improvement project (CIP) planning, and construction management of 2016 – 2019 Sanitary Sewer Repair and Replacement Project.

### Land Development Staff Augmentation | Town of Woodside, CA

Ms. Chen served as a Land Development Engineer for the Town of Woodside. Her duties included performing plan reviews and inspections for site development and encroachment permit applications, assisting the public works department in the P-TAP17 project application and project management, and conducting technical reviews for the 2016 Sanitary Sewer Management Plan (SSMP).

### Engineering Staff Augmentation | Town of Hillsborough, CA

Ms. Chen has provided engineering staff augmentation services in the Town of Hillsborough, where she also performed engineering plan checks for new and redevelopment projects, including residential houses, lot line adjustment, subdivision, and supervising grading and encroachment permits. Additional various tasks included:

- Prepared construction plans, specifications, and engineering estimates (PS&E) for various sewer, street, water, storm drain, and open space management projects.
- Performed project management including bid and contract award administration.
- Performed construction management including submittal review, inspections, scheduling, project coordination, conflict resolution, and state/federal regulations compliance.
- Reviewed, inspected, and managed utility encroachment permits, revocable encroachment permits, and wireless communications facilities permits.
- Prepared Engineering & Traffic Survey reports.
- Represented the Town at the monthly NPDES TAC meeting and oversees NPDES permit compliance including construction site inspections, illicit discharge control, and annual deliverables preparation.