

AGREEMENT FOR SERVICES

On-Call Arborist Services

PREAMBLE

THIS AGREEMENT is by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Dudek ("Contractor"), a Corporation whose address is 687 S Coast Highway 101, Suite 110, Encinitas, CA 92024. This Agreement is made with reference to the following facts.

I. RECITALS

- A. Town desires to engage Consultant to provide on-call arborist services.
- 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. Standard of Care. Consultant shall perform the services under this Agreement in a manner that is consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar locality at the time of performance.
- C. Term. The term of this Agreement shall be from Thursday, January 1, 2026 to Friday, December 31, 2027.
- D. 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 pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- E. Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- F. 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.

- G. Compensation: Compensation for Consultant's professional services **shall not exceed \$99,000.00** 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.
- H. 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
- I. 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.
- J. 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.
- K. 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.
- L. 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.

- M. 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, but only to the extent caused by the negligent act or omissions or willful misconduct 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. Notwithstanding the foregoing, with respect to any professional liability claim or lawsuit, this indemnity does not include providing the primary defense of Town, provided, however, Consultant shall be responsible for Town's defense costs to the extent such costs are incurred as a result of Consultant's negligence or willful misconduct.

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. 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.
- D. 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.
- E. 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

Dudek

687 S Coast Highway 101, Suite 110, Encinitas, CA 92024

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

- F. 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.
- G. 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.
- H. Force Majeure / Excusable Delay. Consultant will not be responsible for damages or be in default by reason of delays caused by factors beyond Consultant's reasonable control.

Attachments:

A - Los Gatos On Call Arborist Proposal_2025-12-22

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

TOWN OF LOS GATOS:

Signed by:
Chris Constantin
03E5E4869B5C461...
SIGNATURE

Chris Constantin
FULL NAME

Town Manager
TITLE

1/13/2026
DATE SIGNED

CONSULTANT: Dudek

Signed by:
Joseph Monaco
224428F5133245C...
SIGNATURE

Joseph Monaco
ENTER CONSULTANT SIGNATORY'S NAME

President and CEO
ENTER CONSULTANT SIGNATORY'S TITLE

1/12/2026
DATE SIGNED

Approved as to form:

Signed by:
Gabrielle Whelan
BB433AD64396437...
SIGNATURE

Gabrielle whelan
FULL NAME

Town Attorney
TITLE

1/12/2026
DATE SIGNED

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

Exhibits List

A - Los Gatos On Call Arborist Proposal_2025-12-22

Exhibit A

Los Gatos On Call Arborist Proposal_2025-12-22

DUDEK

1904 FRANKLIN STREET, SUITE 600
OAKLAND, CALIFORNIA 94612
T 510.601.2500

Tyler Thomas
Town of Los Gatos
41 Miles Avenue
Los Gatos, CA 95030

December 22, 2025

Dear Tyler Thomas,

This letter outlines the scope of services and provides cost and turnaround-time estimates for on-call arborist services for the Town of Los Gatos (Town). Dudek's Oakland office has three full-time arborists available to support the town with on-call services. Jeremy Cawn, an ISA Certified Arborist/Urban Forest Professional, will serve as the project manager and primary point of contact for on-call services. Jeremy will be supported by Drew Morgan, Jonah Malenfant, and Jared Davis, all of whom are ISA Certified Arborists.

Scope of Services

Based on our experience in other Bay Area cities and the information provided by the Town, we anticipate offering the following services:

Tree Permit Application Review

Dudek Arborists will review tree permit applications and process the applications using the Town's permit management system. Our review will comprise a brief review of the application for completeness and inspection of the tree and property. Dudek will use the established tree-removal permit criteria in the Town's municipal code or a Town standard to determine whether a permit application is approved. After the determination is made, Dudek will prepare either the tree permit or the denial form and upload it into the Town's permit management system. Dudek will also update the permit status/workflow in the Town's permit management system.

Plan Review and Comments

Dudek will review and provide comments for new development projects where protected trees are present and have the potential to be impacted by the development. Dudek's review of project submittals will comprise a desktop analysis of project plan sets and documents. The desktop analysis will be followed by a visit to the site. The intent of the desktop analysis and site visit is to confirm that the project submittals are accurate and contain the information required in the Town's municipal code for new development near protected trees. After our review is complete, Dudek will prepare a comment document that briefly describes the project and the protected trees, and then provide our comments on the completeness of the project submittals and the Town Arborist's conditions of approval. We understand that some projects will go through several submittal rounds before approval. Dudek Arborists will be available to evaluate resubmittal documents and determine if our comments are addressed and our conditions of approval have been met.

TO: TOWN OF LOS GATOS
SUBJECT: ON-CALL ARBORIST SERVICES COST PROPOSAL

Tree Risk Assessment

Dudek's Oakland and Santa Cruz offices have a combined three Tree Risk Assessor Qualified (TRAQ) certified arborists who are available to evaluate trees and tree risk, and prepare an ISA Tree Risk Assessment to inform the Town about the risk a tree presents to nearby assets. The typical tree risk assessment includes a visual inspection of the tree from the ground, which can include limited light excavation around the base of the trunk. After the assessment is complete, Dudek will prepare a short report that summarizes the results of the assessment and will include the ISA tree risk assessment form and representative photos of the tree and the site.

Service Request

We understand that the Town will, from time to time, receive requests from residents and Town staff to evaluate trees on private and public property. Dudek Arborists are available to assist the Town with these service requests. In our experience, these service requests typically involve evaluating trees to address a specific concern, such as clearance above roadways, risk of falling branches, disease or pests, etc., and then providing management recommendations. Dudek arborists would evaluate the tree(s) described in the service request by performing a visual inspection of the tree from the ground. After the evaluation, we would perform any relevant desktop analysis, such as reviewing tree maintenance records. We will then prepare a short report with a summary of the tree and site, and our recommendations.

Code Enforcement

Dudek can assist the Town code enforcement and planning staff with code violations related to protected trees, with the preparation of tree appraisal reports to establish a value for trees that were destroyed and a depreciated value for trees that were damaged. Additionally, Dudek can provide recommendations for replacement species, size, and quantities for destroyed trees to assist the Town in providing mitigation measures. Finally, a Dudek TRAQ arborist can prepare a tree risk assessment to support the Town staff's decision to retain or remove trees that were damaged due to code violations.

Public Projects

Dudek can support the Town's public works department during street and sidewalk replacement projects by evaluating trees near proposed work areas for construction impacts and providing construction monitoring and root pruning guidance during construction. A Dudek arborist would work closely with public works staff to determine the scope of the project and which trees would be potentially impacted by the proposed work. Depending on the Town staff's needs, a Dudek arborist would be available to visit the project site prior to the start of the work to evaluate potential impacts to nearby trees and provide protection recommendations. Additionally, Dudek would work with Town staff to have an arborist on-site during construction to evaluate tree roots within the work area and provide guidance to Town staff regarding acceptable root pruning for trees identified for preservation or tree removal if impacts are anticipated to be significant. Dudek would provide the Town with a written summary of our evaluation and recommendation after each site visit.

TO: TOWN OF LOS GATOS
 SUBJECT: ON-CALL ARBORIST SERVICES COST PROPOSAL

Cost Estimate and Schedule

We understand that the Town anticipates up to 15 hours per week of on-call arborist work, with a cost not to exceed \$99,000. Dudek would perform the on-call arborist duties for the Town for the duration of Dudek’s UFMP project, which is scheduled to conclude in December of 2027.

The tables below present the hourly rates for the Dudek arborists assigned to the on-call arborist role, along with an estimated cost to perform the services described above. We bill on a time and materials basis; the cost estimates in Table 2 are based on the level of effort it takes to complete a similar service with our existing on-call arborist contracts. The cost estimate includes a site visit, mileage, and office time.

Table 1 Hourly Rates for Dudek Arborists

Dudek Arborist	Hourly Rate
Jeremy Cawn, ISA Certified Arborist, TRAQ, Urban Forest Professional	\$ 205.00
Jonah Malenfant, ISA Certified Arborist, TRAQ,	\$ 165.00
Jared Davis, ISA Certified Arborist, TRAQ,	\$ 165.00
Drew Morgan, ISA Certified Arborist	\$ 145.00

Table 2 Estimated Costs to Perform the On-Call Arborist Services

Service Type	Estimated Level of Effort (hours)	Jeremy Cawn	Jonah Malenfant	Jared Davis	Drew Morgan
Tree Removal Application Review	1.5	\$ 382.50	\$ 322.50	\$ 322.50	\$ 292.50
Tree Risk Assessment	3.5	\$ 792.50	\$ 652.50	\$ 652.50	\$ 582.50
Plan Review/Plan Comments	4	\$ 895.00	\$ 735.00	\$ 735.00	\$ 655.00
Service Request	3	\$ 690.00	\$ 570.00	\$ 570.00	\$ 510.00
Code Enforcement	6	\$ 1,305.00	\$ 1,065.00	\$ 1,065.00	\$ 945.00
Public Projects Arborist Support	3.5	\$ 792.50	\$ 652.50	\$ 652.50	\$ 582.50

We will work to complete any assigned tasks within the Town’s established timetables or within the timeline given to us by town staff. If we are unable to meet the town’s timeline for an assignment, we will notify our Town point of contact (Tyler Thomas) of the delay.

Sincerely,



Jeremy Cawn
 Fire Prevention Planner