

AGREEMENT FOR PROFESSIONAL SERVICES

2026 PPW Development Review and Inspection Services

PREAMBLE

THIS AGREEMENT is by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Ghirardelli Associates, Inc. ("Consultant"), a Corporation whose address is 6601 Owens Drive, Suite 155, Pleasanton, CA, 94588. This Agreement is made with reference to the following facts.

I. RECITALS

- A. Town desires to engage Consultant to provide pass through services for development review and inspections.
- B. Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- C. Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain the Consultant.

II. AGREEMENT

- A. Scope of Services. Consultant shall provide services as described in the Scope of Services, which is hereby incorporated by reference and attached as Exhibit A.
- B. Term. The term of this Agreement shall be from upon execution to Monday, June 30, 2031.
- C. Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for the Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license as required in Chapter 14 of the Code of the Town of Los Gatos.
- D. Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- E. Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless the Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

- F. Compensation: Compensation for Consultant's professional services shall 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 \$1,000,000.00**.
- G. Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.
- Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:
Invoices: Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655
Email (preferred): AP@losgatosca.gov
- H. Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant offices during business hours upon written request of the Town.
- I. Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- J. Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.
- K. Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives, nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly

and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

- L. Non-Discrimination. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subconsultants 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 subconsultants employed by Consultant provide the required Workers' Compensation insurance for their respective employees. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.
- E. Indemnification. The Consultant shall indemnify the Town its elected and appointed officials, employees and agents from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by any act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant. Consultant shall defend the Town against any such claims.

IV. GENERAL TERMS

- A. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- B. Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- C. Mediation. Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties. In the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a blind draw. The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.
- D. Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Service Provider. In the event of such termination, Town shall pay Consultant an amount that bears the

same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

- E. Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- F. Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

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

Ghirardelli Associates, Inc.
6601 Owens Drive, Suite 155, Pleasanton, CA, 94588

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

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

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

TOWN OF LOS GATOS:

GHIRADELLI ASSOCIATES, INC.:

SIGNATURE

Chris Constantin

FULL NAME

Town Manager

TITLE

DATE SIGNED

SIGNATURE

Randall Bruner

ENTER CONSULTANT SIGNATORY'S NAME

President/CEO

ENTER CONSULTANT SIGNATORY'S TITLE

DATE SIGNED

Approved as to form:

SIGNATURE

Gabrielle Whelan

FULL NAME

Town Attorney

TITLE

DATE SIGNED

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

Attachments:

A - Scope and Fee Schedule

Exhibit A

Scope and Fee Schedule

LAND DEVELOPMENT PLAN REVIEW SERVICES

The **Land Development Plan Review** service offered by GAI provides a comprehensive and expert evaluation of land development projects, ensuring compliance with local, state, and federal regulations. Through this service, GAI plays a pivotal role in facilitating the successful realization of development and redevelopment projects, by assessing various aspects of proposed developments and collaborating with permitting agencies and key stakeholders. From the early inception of a project during entitlements, to the final construction punch-list and close-out, the Land Development Review service acts as a vital checkpoint, contributing to the creation of sustainable, functional, and aesthetically pleasing spaces. With a proven history of expertise in this field, GAI's Land Development Review service stands as an essential partner for local agencies, developers, and communities alike, striving to achieve harmonious and responsible land development.

GAI employs a systematic approach to the plan review process which ensures thoroughness and precision at every stage of the development process.

GAI Plan Review Process



Planning Entitlement Review

GAI will provide the Town with Planning Entitlement Review services, the scope of which generally consists of:

- Attending pre-application meetings with Town and Applicant and providing preliminary comments
- Reviewing various entitlement packages (including but not limited to Tentative Maps, Site Plan and Architectural Review, Tentative Parcel Maps, etc.), which may include the following conceptual plans/reports:
 - Site plans including turning templates, vehicle/pedestrian circulation, and emergency vehicle access
 - Grading and drainage plans
 - Utility plans
 - Stormwater management plans and approach to ensure conformance to the NPDES Municipal Regional Permit
 - Traffic signal, photometrics, street lighting, landscape and irrigation plans
 - Various mapping elements including easement dedications, vacations, creation of new lot lines etc.
 - Traffic, utility, and geotechnical studies.
- Assisting the Town in preparation of project specific conditions of approval and development agreements (if necessary).
- Attending various meetings with Town staff, applicants, and/or other key stakeholders to progress the project.
- Providing aid to the Town during the CEQA process.

Exhibit A

- Attending Town Council, Design Review Board, and various other community meetings as requested by the Town, to provide technical advice to staff or seek clarification on standards and policies from staff.

Building and Encroachments Plan Review

GAI will provide the Town with comprehensive Building and Encroachments Plan Review services, the scope of which generally consists of:

- Reviewing Building and Improvement Plans, which may include:
 - Rough grading
 - Site plans including turning templates, vehicle/pedestrian circulation, and emergency vehicle access
 - Site grading and drainage
 - Utility and associated utility profiles
 - Stormwater management plan and approach for conformance to the NPDES Municipal Regional Permit
 - Signing, striping, and bicycle/pedestrian facility design
 - Erosion control, haul routes, construction Best Management Practices, and post-construction water quality control
- Technical and conformance reviews of project utility reports (sewer, storm, and water).
- Geotechnical investigation reports will be reviewed to ensure recommendations are incorporated in the project design.
- Traffic impact studies will be reviewed to ensure recommendations are included in the project design.
- Confirm that the plans conform to Town Engineering Standards, Town Municipal Code, Project conditions of approval, CEQA mitigation measures, and any associated master plans.
- Review bonding estimates for costing accuracy.
- Conformance reviews of landscape and joint trench plans with civil plans.
- Review operations, maintenance and other necessary agreements.
- Street lighting and photometric plans for conformance with Town and industry standards.
- Meetings and coordination with Town staff, applicants, and outside agencies (as requested)

As part of the plan review process, GAI will prepare a plan check comment letter and include any associated redlined documents. These comments and redlines will serve as the applicant's guidelines in making corrections and preparing their resubmittal package.

Engineering Construction Support

Once a development project has commenced construction, there are a number of engineering support tasks which the Town may need to perform. This is especially true of larger development projects with extensive off-site Public right of way improvements which fall under the Town's purview. Therefore, while it was not requested in the Town's RFQ, GAI can add engineering construction support as a task to this on-call contract. The scope of work would general include:

- Acting on behalf of staff as the Town's Public Works construction manager.
- Collaborating with Town staff on issues that arise in the field during construction.
- Reviewing engineering material submittals and/or requests for information (RFI) on behalf of Town staff.
- Reviewing plan revisions made by the applicant during construction.
- Attending pre-construction and in-progress construction meetings (as requested).

GAI's Skilled Plan Review Engineers

Each plan review assignment will be directed from the Town to GAI's established project manager. The plan review will then either be:

- Conducted directly by the project manager or
- Conducted by one of GAI's highly skilled plan review engineers, under the supervision and direction of the State of California licensed project manager

GAI places a strong emphasis on ensuring that every plan review assignment is handled by the same qualified staff from beginning to end. This commitment ensures a consistent review process and enhances the efficiency of the permitting process for applicants.

Quality Assurance and Quality Control (QA/QC) Procedures

The QA/QC process for land development plan review is paramount to a project's success and is taken seriously at GAI. To ensure the quality of each deliverable GAI provides, the following set of QA/QC steps are rigorously implemented with every plan review:

- At the start of each plan review, a designated QA/QC staff member is assigned to the project by the project manager. In some cases, the project manager will be performing the QA/QC.
- The designated QA/QC staff member is responsible for reviewing not just the plan check engineer's comment letter, but also the plans and other associated project documents to ensure major issues have not been missed.
- Comments made by the QA/QC staff will be discussed with the project manager and/or plan check engineer and integrated into the plan review package prior to finalizing the review to the Town.

Tentative Plan Review Timeline

GAI acknowledges that each development project comes with its own unique set of deadlines and obstacles to conquer. We remain dedicated to collaborating closely with the Town to tackle each of these challenges, ensuring that reviews are delivered smoothly and on time. While pinpointing precise timeframes for review turnarounds proves challenging without a full grasp of the project's scope, GAI has outlined a general structure for typical review categories. While these are not steadfast timelines, GAI will always do its best to work with the Town and deliver the review within an agreed upon timeline.

Task	Turnaround Time (Business Days)
Pre-application Package	Application material to be reviewed prior to pre-application meeting. Pre-application comments to be completed within ten (10) days from notice by Town (or other agreed upon date with Town)
Entitlement Application Package (including preparation of conditions of approval)	Twenty (20) days from notice by Planning (or other agreed upon date with Town)
Building and Encroachments Packages (1st Review)	Ten (10) working days from notice to proceed by Town
Building and Encroachments Packages (Subsequent Reviews)	Typically, five (5) working days from notice to proceed by Town Potentially up to ten (10) working days if 1st review was substantially incomplete
Review of various supporting documents (i.e. bonding estimates, development agreements, maintenance agreements, etc.)	Five (5) working days from notice to proceed by Town

Exhibit A

INSPECTION SERVICES

Developer funded projects are different than standard public works projects. They are fast-paced and cost conscious. Issues need to be identified early and resolved at the lowest level to keep the projects moving forward. When we work as the Quality Assurance Representative for a local agency for privately funded development projects our focus is to be problem solvers. Our goal is to ensure that the developer and construction team are delivering on their commitments of quality and schedule to the local agency and doing right by the community. Very simply, we do this through:

- **Experienced Inspectors:** By staffing our projects with experienced inspectors that have in- depth knowledge of all components of development, we can identify potential issues and resolve them quickly.
- **Robust Operational Support and Communication:** By providing consistent support in the daily operations of the project and maintaining continuous communication between the field inspector, client, and developer we ensure that all project goals are met and that the Town and the Community receive a quality product.

Field Inspection

GAI construction inspectors will perform all field inspection activities to monitor compliance with the contract plans and specifications of private developments. We will record all items of work, labor, equipment, materials incorporated, materials tested, and any other pertinent information in a daily diary for permanent record of events. Photographs of project progress will be taken on a regular basis and kept for permanent records to support disputes and verify quality for acceptance. A representative set of photos will be shared with the department on a weekly basis.

We will perform field measurements to ensure compliance with contract documents and report on daily completed work. We will work alongside Town materials testing consultant and/or the developers materials testing consultant to monitor field testing in accordance with project specifications. We will inspect all material delivered to the project for compliance and complete the appropriate documentation for each item. Our construction inspectors will inspect the work for final acceptance. Any non-conforming work will be documented and included in the punch-list for completion. All non-compliant work will be tracked and taken off the list for acceptance when the work is completed to our satisfaction, in meeting the contract requirements.

As the contract nears completion, the GAI inspectors will coordinate a "walk-through" including the contractor, the design staff, and Town representatives to develop the punch-list. GAI will then monitor the contractor's progress in completing the punch-list items. We will also help to ensure that no additional items are created in the process. Reports on the contractor's progress in correcting punch-list items will be reported to the Town daily or as requested.

GAI field staff will prepare electronic daily reports that document weather, shift duration, personnel on the project, equipment used, tracking of force account activities (including accurate recording of labor, equipment and materials used), phone conversations, field instructions and discussions, and any other daily occurrences pertinent to the scope, schedule, budget, quality, and safety related issues. Our Inspection staff monitor all daily activity for any impacts, non-compliance and/or enforcement of the project specifications and/or imposed best management practices (BMPs) to effectively minimize any impacts before they happen.



Inspection of Rough Grading, Bickford Ranch Development

Exhibit A

Municipal Engineering Services Hourly Rates

Classification	2026 Hourly Rate
Senior Principal Engineer	\$325
Principal Engineer	\$300
Senior Project Manager	\$283
Project Manager	\$267
Senior Engineer	\$255
Associate Engineer Not in Contract	\$225
Assistant Engineer Not in Contract	\$192
Senior Management Analyst	\$200
Management Analyst	\$174
Administrative Assistance	\$105
Engineering Trainee	\$93

- 1) Services are billed on a time-and-materials basis. All hourly rates include overhead costs. Overtime services provided outside of normal business hours will be billed at 1.5x the applicable rate.
- 2) Any extensive reproduction or delivery service charges shall be billed at actual.
- 3) Beginning January 1, 2027, and annually thereafter during the term of the Agreement, hourly rates may be increased by no more than the San Francisco Bay Area Consumer Price Index (CPI) over the rates then in effect.

Town of Los Gatos

On-Call Land Development Plan Review and Inspection

Construction Management and Inspection Services

Classification	Range	2026 Hourly Rates	
		Straight	
Contract Manager / Project Manager	Min.	\$	262.14
Contract Manager / Project Manager	Max.	\$	449.88
Construction Manager / Resident Engineer / Structures Representative	Min.	\$	262.14
Construction Manager / Resident Engineer / Structures Representative	Max.	\$	395.99
Assistant Resident Engineer / Assistant Structures Representative	Min.	\$	215.57
Assistant Resident Engineer / Assistant Structures Representative	Max.	\$	317.15
Construction / Civil / Structures Inspector	Min.	\$	215.57
Construction / Civil / Structures Inspector	Max.	\$	317.15
Electrical / Mechanical Inspector	Min.	\$	215.57
Electrical / Mechanical Inspector	Max.	\$	317.15
Construction Safety	Min.	\$	215.57
Construction Safety	Max.	\$	317.15
Storm Water Pollution Prevention (SWPPP)	Min.	\$	215.57
Storm Water Pollution Prevention (SWPPP)	Max.	\$	317.15
Project Controls / Scheduler / Estimator	Min.	\$	215.57
Project Controls / Scheduler / Estimator	Max.	\$	360.00
Labor Compliance / Document Control	Min.	\$	157.28
Labor Compliance / Document Control	Max.	\$	288.02
UAS / UAV / FAA Drone Pilot	Min.	\$	160.46
UAS / UAV / FAA Drone Pilot	Max.	\$	317.15

- 1) Hourly rates include vehicle, mobile phone, laptop, and camera.
- 2) Any extensive reproduction or delivery service charges shall be billed at actual.
- 3) Construction inspection activities are subject to prevailing wage requirements.
- 4) Per prevailing wage requirements, a shift differential is for any covered work shift beginning after 2PM.
- 5) Rates are valid through 12/31/2026.
- 6) Beginning January 1, 2027, and annually thereafter during the term of the Agreement, hourly rates may be increased by no more than the San Francisco Bay Area Consumer Price Index (CPI) over the rates then in effect.