

AMENDMENT TO AGREEMENT

This SECOND AMENDMENT TO AGREEMENT amends that certain agreement titled Agreement for Services dated June 3, 2025, made by and between the Town of Los Gatos, ("Town,") and Bear Electrical Solutions, LLC ("Service Provider"), a Limited Liability Company and whose address is 1252 State Street, P.O. Box 924, Alviso, CA 95002.

RECITALS

- A. Town and Service Provider entered into an Agreement for Services on June 3, 2025, ("Agreement").
- B. First Amendment to Agreement for Services on May 20, 2026.
- C. The parties desire to amend the Agreement in order to add additional services and increase the compensation.

AMENDMENT

- A. Section 2.1 Scope of Services - is amended to add the following: Service Provider will provide those additional services as described in that certain Proposal for Holiday Lights sent to the Town on October 22, 2026, which is hereby incorporated by reference and attached as Exhibit A.

- B. Section 2.6 Compensation - is amended to read:

Compensation for Year One (FY 2025/26) shall not exceed \$114,984. Compensation for Year Two (FY 2026/27) shall not exceed \$455,703. Compensation for the future years will be adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco-Oakland-San Jose Metropolitan Area Consumer Price Index for all Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year. If the CPI indicates a downward adjustment, compensation would remain at the base amount noted below. Payment shall be based upon Town approval of each task as shown below.

Year 1 - \$114,984 (FY25/26)

Year 2 - \$455,703 (FY 26/27), including 3% CPI.

Year 3 - \$190,760 (FY 27/28), including 3% CPI.

Year 4 - \$196,482 (FY 28/29), including 3% CPI.

Year 5 - \$202,377 (FY 29/30), including 3% CPI.

For a total agreement **not to exceed \$1,160,306.00**, inclusive of all costs. Payments shall be based upon Town approval of each task.

The above annual compensations for Years 3 through 5 include a 3.0% annual escalation estimate. Additional CPI adjustment above these annual limits, requires a written amendment to the Agreement.

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

Attachments:

A - Proposal for Holiday Lights

TOWN OF LOS GATOS

SIGNATURE

Chris Constantin

FULL NAME

Town Manager

TITLE

DATE SIGNED

Approved as to form:

SIGNATURE

Gabrielle Whelan

FULL NAME

Town Attorney

TITLE

DATE SIGNED

Bear Electrical Solutions, LLC

SIGNATURE

Andrew Bader

CONTRACTOR SIGNATORY'S FULL NAME

President

CONTRACTOR SIGNATORY'S TITLE

DATE SIGNED

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

Exhibits List

A - Proposal for Holiday Lights

Exhibit A

Proposal for Holiday Lights



Contractors License No. 982079
A - General Engineering
C-10 High Voltage Electrical
C-31 - Work Zone Traffic Control
D-31 Pole Installation and Maintenance
DIR# 1000002158

1252 State Street, PO Box 924, Alviso, CA 95002-0924
Tel: 408-449-5178 Fax: 408-449-5147

Created Date	10/22/2026	Contact Name	Tyler Thomas
Prepared By	Brittney Morgan	Account Name	Town of Los Gatos
Phone	(408) 449-5178	Phone	14082044220
Bid/Project	Holiday Tree Lighting/Downtown Tree Wrap Lights.	Quote Expiration	11/21/2026
Quote Number	00005197		

We are pleased to offer our quotation for the above referenced project as follows:

Location Los Gatos SL OTHER

Scope Summary

Quote Summary

Provide all necessary labor, equipment, and materials to complete the removal and replacement of decorative lighting at the Plaza Park tree, along with Town-wide decorative tree lighting inspections, troubleshooting, maintenance, and repairs.

The project includes:

- Plaza Park Tree: Removal and disposal of existing decorative lighting, followed by installation of approximately 7,000 linear feet of new C9 light stringers and 7,000 warm-white C9 bulbs.
- 54 Trees: Troubleshooting and repair of non-functioning or partially functioning decorative lighting.
- 110 Trees: Inspection of existing decorative lighting, including adjustments and rewiring as necessary to promote tree health and maintain proper installation

Phase I – Removal of Existing Decorative Lighting (Plaza Park Tree)

- Mobilize personnel, equipment, and materials to the project site.
- Furnish and place plywood protection over grass areas to accommodate two (2) man lifts and minimize potential damage to landscaping.
- Disconnect electrical power to the existing decorative lighting installed on the Plaza Park tree.
- Remove all existing decorative light strings and associated materials from the tree.
- Collect, remove, and properly dispose of all removed lighting materials.

Phase II – Installation of New C9 Decorative Lighting (Plaza Park Tree)

- Mobilize personnel, equipment, and materials to the project site.
- Furnish and place plywood protection over grass areas to accommodate two (2) man lifts and minimize potential damage to landscaping.
- Furnish and install seven (7) 1,000-foot reels of C9 light stringers, totaling approximately 7,000 linear feet.
- Furnish and install approximately 7,000 warm-white C9 plastic bulbs.
- Secure and arrange decorative lighting to provide consistent coverage throughout the designated areas of the tree.
- Ensure lighting is properly secured while allowing adequate clearance for future tree growth.
- Energize, test, and verify proper operation of the newly installed decorative lighting system.

Phase III – Town-Wide Decorative Tree Lighting Maintenance & Repairs

- Mobilize personnel, equipment, and materials necessary to perform the work.
- Troubleshoot approximately 54 trees identified as having non-functioning or partially functioning decorative lighting.
- Furnish and install replacement bulbs, light strands, connectors, and other minor components as necessary to restore lighting to proper operation.
- Inspect approximately 110 trees with existing wrapped decorative lighting to identify outages, damaged lighting, loose wiring, improper installation, or other maintenance concerns.
- Adjust, loosen, or rewrap existing lighting where installations are too tight, girdling the tree, or otherwise potentially impacting tree growth or health.



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C-10 High Voltage Electrical
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- Secure lighting to maintain proper positioning while providing adequate clearance for future tree growth.
- Perform final operational testing of repaired lighting to verify proper functionality.

City/Town Responsibilities

- Complete all required tree trimming and pruning at Plaza Park prior to the commencement of Phase II.
- Ensure trees and designated work areas are accessible to crews and equipment.
- Review and authorize any additional work identified outside the approved scope before proceeding.

Additional Work, Exclusions & Conditions

- Tree trimming and pruning are excluded from the contractor's scope of work and shall be completed by the City/Town.
- Any additional electrical troubleshooting, repairs, or corrective work beyond the scope specifically outlined above shall require separate authorization.
- Additional work, if approved, will be performed on a time-and-materials (T&M) basis.
- Any unforeseen conditions requiring additional labor, equipment, or materials will be communicated to the City/Town for review and approval prior to proceeding with work outside the authorized scope.

Contract Amount & Authorization

Phase III-

Total Not-to-Exceed (NTE) Amount: \$120,000.00

All work performed under this scope shall be completed on a time-and-materials (T&M) basis, with total billings not to exceed \$120,000.00 without prior written authorization from the City/Town.

The contractor shall notify the City/Town if unforeseen conditions, additional repairs, or material requirements are identified that may cause the work to exceed the authorized not-to-exceed amount.

Exclusions Tree trimming- Troubleshooting of power- unforeseen issues

Product	Line Item Description	Quantity	Sales Price	Total Price
Total Labor, Equipment, Material	Per above scope summary	1.00	\$78,000.00	\$78,000.00
Total Labor, Equipment, Material	Downtown tree wrapped lights	1.00	\$120,000.00	\$120,000.00

Subtotal \$198,000.00

Customer Signature: _____

Date: _____

Terms And Conditions

Terms and Conditions of this proposal are per the existing maintenance agreement.

BES would like to thank you for the opportunity to provide you with this proposal.

Please give us a call with any questions or concerns.