

FIRST AMENDMENT TO AGREEMENT

PREAMBLE

This First Amendment to Agreement for Services is dated for identification on this 6th day of June 2025 and amends that certain Agreement for Services dated June 24, 2024, made by and between the Town of Los Gatos, ("Town,") and the Pacific Water Arts Inc. ("Service Provider") identified as an S Corporation and whose address is 330 Mathew Street Santa Clara, CA 95050.

I. RECITALS

- A. Town and Consultant entered into Agreement for Services on June 4, 2024, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.
- B. Town desires to amend the Agreement to add to the scope of services and to extend the term of the Agreement.

II. AMENDMENT

1. Section 2.1 Scope of Services is amended to add the following:

Service Provider shall provide services as described in that certain Proposal dated June 2, 2025, which is hereby incorporated by reference and attached as Exhibit B.

2. Section 2.6 Compensation is amended to add the following:

Compensation for Service Provider's professional services shall be increased by \$27,800 for a total agreement amount not exceed \$77,456. Payment shall be based upon Town approval of each task based on Exhibit B.

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

IN WITNESS WHEREOF, the Town and Service Provider have executed this Amendment.

Town of Los Gatos by:

Signed by:

Chris Constantin

3EF03F232FB428...

Chris Constantin, Town Manager

7/1/2025

Pacific Water Arts Inc. by:

DocuSigned by:

Berto Aguirre

6TF5D264AD824FA...

Berto Aguirre, Maintenance Manager

6/26/2025

Recommended by:

Signed by:

Nicole Burnham

0E97031349044C9...

Nicole Burnham,
Director of Parks and Public Works

6/26/2025

Approved as to Form:

Signed by:

Barbara Choi for Gabrielle Whelan

4D749A214F7F427...

7/1/2025

Gabrielle Whelan, Town Attorney

Barbara Choi signing on behalf of Gabrielle Whelan

Attest:

DocuSigned by:

Jenna De Long

5FBF22E0A33B409...

7/1/2025

Wendy Wood, CMC, Town Clerk

Jenna De Long signing on behalf of Wendy Wood

AGREEMENT FOR SERVICES

PREAMBLE

THIS AGREEMENT is dated for identification on this 4th day of June 2024 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Pacific Water Art, Inc. ("Service Provider"), identified as an S Corporation and whose address is 330 Mathew Street, Santa Clara, CA 95050. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 For the services described in this Agreement, and Service Provider was selected as a single source Service Provider.
- 1.2 Service Provider represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Town desires to engage Service Provider to provide water fountain maintenance.
- 1.4 Service Provider warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Service Provider acknowledges Town has relied upon these warranties to retain Service Provider.

II. AGREEMENT

- 2.1 Scope of Services. Service Provider shall provide services as described in that certain Proposal sent to the Town on May 6, 2024, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. The effective date of this Agreement shall begin July 1, 2024 through June 30, 2026, subject to appropriation of funds, notwithstanding any other provision in this agreement.
- 2.3 Compliance with Laws. The Service Provider shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Service Provider represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Service Provider to practice its profession. Service Provider 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. Service Provider 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 Service Provider by the Town and all reports and supportive data prepared by the Service Provider 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 Service Provider in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Service Provider shall not make any of these documents or information available to any individual or organization not employed by the Service Provider or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Service Provider 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 Service Provider in connection with other projects shall be solely at Town's risk, unless Service Provider expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Service Provider which is and has been confirmed in writing by Service Provider to be a trade secret of Service Provider.

2.6 Compensation:

FY2024/25:

Plaza Park = \$1,451 x 12 = \$17,412

Civic Center = \$324 x 12 = \$3,888

Total FY2024/25 = \$21,300 + \$3,000 unforeseen = **\$24,300**

FY2025/26:

Plaza Park = \$1,523 x 12 = \$18,276

Civic Center = \$340 x 12 = \$4,080

Total FY2025/26 = \$22,356 + \$3,000 unforeseen = **\$25,356**

Compensation for services in the amount **not to exceed \$49,656**, inclusive of all costs.

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

2.8 **Availability of Records.** Service Provider shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Service Provider shall make these records available to authorized personnel of the Town at the Service Provider 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 Service Provider. 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 Service Provider, 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 Service Provider 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. Service Provider agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Service Provider 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 Service Provider or is based on allegations of Service Provider's negligent performance or wrongdoing.

2.11 **Conflict of Interest.** Service Provider understands that its professional responsibilities are solely to the Town. The Service Provider has and shall not obtain any holding or interest within the Town of Los Gatos. Service Provider 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, Service Provider 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. Service Provider 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 Service Provider discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement Service Provider 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.** Service Provider warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Service Provider 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. Service Provider 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. Service Provider agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy insuring 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. Service Provider 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.

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 Service Provider; products and completed operations of Service Provider, premises owned or used by the Service Provider.
- ii. The Service Provider'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 Service Provider'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 Service Provider'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, Service Provider 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, Service Provider shall ensure that all subcontractors employed by Service Provider 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 Service Provider 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 Service Provider, or any of the Service Provider's officers, employees, or agents or any subcontractor.

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 Service Provider 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 Service Provider 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 Service Provider 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 **Prevailing Wages.** This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a “public work” by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.

- 4.4.1 The applicable California prevailing wage rate can be found at www.dir.ca.gov and are on file with the Town of Los Gatos Parks and Public Works Department, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.
- 4.4.2 Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime, weekend and holiday pay, and shift pay must be paid pursuant to applicable Labor Code section.
- 4.4.3 The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.
- 4.4.4 As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the TOWN, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term “certified payroll” shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.
- 4.4.5 In addition to submitting the certified payrolls and related documentation to the TOWN, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when

mandated by the project parameters shall also result in the withholding of progress, retention and final payment.

- 4.4.6 No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- 4.4.7 No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
- 4.4.8 Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the TOWN for any fines assessed by the California Department of Industrial Relations against the TOWN for such violation, including all staff costs and attorney's fee relating to such fine.
- 4.4.9 The TOWN shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the TOWN may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

4.5 **Amendment.** No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Service Provider.

4.6 **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.

4.7 **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

Pacific Water Art, Inc.
330 Mathew Street
Santa Clara, CA 95050

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

- 4.8 **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.
- 4.9 **Entire Agreement.** This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Service Provider. 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 Service Provider have executed this Agreement.

Town of Los Gatos by:

DocuSigned by:

Laurel Prevetti, Town Manager
653FEEA2EB39470...

Pacific Water Art, Inc. by:

DocuSigned by:

Dirk Rohloff, President
67AC4893AA684D5...

Recommended by:

DocuSigned by:

Nicolle Burnham
6E97091049644C9...
Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

DocuSigned by:

Gabrielle Whelan
6F96730A5534420...
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:

Wendy Wood
BF6EDC8E20214F8...
Wendy Wood, CMC, Town Clerk



**Pacific
Water
Art Inc.**

Lic. #623675
330 Mathew Street
Santa Clara, CA
Tel: 650.968.2733
Fax: 650.968.1633

www.pacificwaterart.com

PROPOSAL

To:	Account #: M1291 Los Gatos Town Plaza Ftn	Date: 5/6/24 Rev
Town of Los Gatos Parks & Public Works Attn: Jim Harbin 41 Miles Avenue Los Gatos, CA 95030	Job Name/Location: 2024-2026 (2-Year) Maintenance Proposal Los Gatos Town Plaza Fountain Santa Cruz & Main Street Los Gatos, CA	
	Contact Person: <u>Jharbin@losgatosca.gov</u>	Contact Number: (408) 399-5775

We hereby submit specifications and estimates for:

Maintenance services THREE times per week for the above-referenced site per the following:

- 1) Each visit test water chemistry and record.
- 2) Each visit verify that the reservoir water level is correct.
- 3) Inspect equipment, verify that the equipment is operating properly. Report any abnormalities to Owner for action. Inspect pump motors. Verify that pressure and vacuum gauges are within limits.
- 4) Inspect water treatment system. Monitor levels of chemicals in the chemical tanks. Refill tanks as needed. Chemical cost to be billed to TOFLG. Each visit verify pH is within limits and adjust as required.
- 5) Each visit clean the pump strainer baskets to remove the accumulated debris.
- 6) Wash and clean cartridge filters.
- 7) Inspect sump pumps to ensure they are without obstructions, clean as needed.
- 8) As needed, clean vault hatch gutter to remove accumulated debris.
- 9) Clean sensor probes every 6 months to ensure they operate properly. Verify and test.
- 10) Grease motors every 6 months.
- 11) Quarterly take amperage readings on all motors.
- 12) Provide monthly reports, pH weekly readings included as requested.
- 13) This agreement may be cancelled by either party upon a 30 day written notice of cancellation.
- 14) Any extra repairs authorized by the Owner will be charged at the following repair rates unless otherwise quoted:

Journeyman Plumber	- \$160.00/hr. port to port
Journeyman Electrician	- \$180.00/hr. port to port
Foreman	- \$150.00/hr. port to port
Journeyman Laborer	- \$140.00/hr. port to port
General Laborer	- \$120.00/hr. port to port

Town of Los Gatos 5/3/24

	6/21-6/22	6/24-6/25	6/25-6/26
Town Plaza (3x/week)	\$1,253	\$1,451	\$1,523

We are licensed by the State of California in Aquatics. Our State Qualified Applicator's License Number is #31059.

We Propose hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:		See Above
Payment to be made as follows: Payment terms are 30 days upon receipt of invoice. This proposal is governed by the terms and conditions of the Facilities Purchase agreement between the Town of Los Gatos and Pacific Water Art, Inc.		
<p>All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.</p>	Authorized Signature	
	Title	Billy Le – VP of Operations
<p><i>Note: This proposal may be withdrawn by us if not accepted within 90 days.</i></p>		

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Signature: _____

Title: _____



**Pacific
Water
Art Inc.**

Lic. #623675
330 Mathew Street
Santa Clara, CA
Tel: 650.968.2733
Fax: 650.968.1633

www.pacificwaterart.com

PROPOSAL

To: Town of Los Gatos Parks & Public Works Attn: Jim Harbin 41 Miles Avenue Los Gatos, CA 95030	Account #: M1291 Los Gatos Town Plaza Ftn	Date: 5/6/24 Rev
	Job Name/Location: 2024-2026 (2-Year) Maintenance Proposal Civic Center Fountain Los Gatos, CA	
	Contact Person: <u>Jharbin@losgatosca.gov</u>	Contact Number: (408) 399-5775

We hereby submit specifications and estimates for:

Maintenance services ONCE per week for the above-referenced site per the following:

- 1) Remove trash and debris from the fountain.
- 2) Test the water for proper chemical content and add the necessary algaecides.
- 3) Check pump operation once per month. Report any abnormalities to management for action.
- 4) This agreement may be cancelled by either party upon a 30-day written notice of cancellation.
- 5) Any extra repairs authorized by the Owner will be charged at the following repair rates unless otherwise quoted:

Journeyman Plumber	- \$160.00/hr. port to port
Journeyman Electrician	- \$180.00/hr. port to port
Foreman	- \$150.00/hr. port to port
Journeyman Laborer	- \$140.00/hr. port to port
General Laborer	- \$120.00/hr. port to port

Town of Los Gatos 5/3/24

	6/21-6/22	6/24-6/25	6/25-6/26	
Civic Center (1x/week)	\$280	\$324	\$340	

We are licensed by the State of California in Aquatics. Our State Qualified Applicator's License Number is #31059.

We Propose hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:

See Above

Payment to be made as follows:

Payment terms are 30 days upon receipt of invoice. This proposal is governed by the terms and conditions of the Facilities Purchase agreement between the Town of Los Gatos and Pacific Water Art, Inc.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized
Signature

Title Billy Le – VP of Operations

Note: This proposal may be withdrawn by us if not accepted within 90 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance:

Title: _____



**Pacific
Water
Art Inc.**

PROPOSAL

www.pacificwaterart.com

Lic. #623675
330 Mathew Street
Santa Clara, CA 95050
Tel: 650.968.2733
Fax: 650.968.1633

To: Town of Los Gatos Parks & Public Works Attn: Tyler Thomas 41 Miles Ave Los Gatos, CA 95030	Account #: M1291 Town of Los Gatos	Date: 6/2/2025
Job Name/Location: UV System Repair Proposal Town of Los Gatos Plaza Fountain		
Contact Person: tthomas@losgatosca.gov		Contact Number: O: 408-399-5775

We hereby submit specifications and estimates for:

Pacific Water Art, Inc. attempted to start up the system but found a few issues with the UV system preventing the splashpad to operate. We consulted with the manufacture (Trojan UV) while we were troubleshooting the system and they recommended to replace the UV lamps, sleeves, sensor assembly, and recalibrate the system with the help of a Trojan UV certified expert onsite. This is required per SCC DEH to keep the public safe. Our proposed scope and cost as below:

Materials & Labor:

Sensor Assy Set.....	\$12,355.00
2 New Trojan Lamp Assbly.....	\$2,645.00
2 New Quartz Sleeves.....	\$1,050.00
Misc Materials/Truck/Fuel/Tools.....	\$300.00
Trojan UV Onsite Service.....	\$5,000.00
Labor for 2-man crew.....	<u>\$6,450.00</u>
Total Cost for Labor and Materials.....	\$27,800.00

NOTES: 1) Lead Time is 5 to 6 weeks - Warranty 1 year

- 2) Any additional work found during repair will be reported for attention action and pricing
- 3) Union Labor

We Propose hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of: Twenty-Seven Thousand Eight Hundred and No/100..... Dollars	\$27,800.00
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Payment to be made as follows:

Due upon completion, as invoiced. Net 30 days.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature	<i>Berto Aguirre</i>
Title	Berto Aguirre Maintenance Manager
Note: This proposal may be withdrawn by us if not accepted within 30 days.	



**Pacific
Water
Art Inc.**

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

PROPOSAL

Signature: _____

Title: _____