



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 02/17/2026

ITEM NO: 8

DATE: February 17, 2026
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: **Authorize the Town Manager to Execute a Second Amendment to the Agreement for Services with Pacific Water Art, Inc. to Increase the Agreement Amount for Additional Maintenance and Repair Costs**

RECOMMENDATION: Authorize the Town Manager to execute a second amendment to the agreement for services for Water Fountain Maintenance and Repair with Pacific Water Art, Inc., to increase the agreement amount by \$25,397 for a total not to exceed amount of \$102,853

FISCAL IMPACT:

The Second Amendment to the Agreement for Services with Pacific Water Art increases the not-to-exceed contract amount by \$25,397, for a revised total contract amount not to exceed \$102,853. Sufficient funding is available within the existing Unanticipated Repairs CIP Project budget (CIP No. 811-9904; 4118151) for the increased contract amount associated with this action. No additional appropriations are required as a result of this action.

STRATEGIC PRIORITY:

This project supports the Strategic Priority of Quality Public Infrastructure.

BACKGROUND:

The Town entered into an Agreement for Services with Pacific Water Art, Inc. on July 1, 2024, for maintenance services for the Town's two water fountains, one located at Town Hall and the other located at Plaza Park. Pacific Water Art originally built the fountain at Plaza Park and has since been the only contractor to perform routine service or maintenance on it. Since being

PREPARED BY: Tyler Thomas
Superintendent

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Administrative Services Director, and Parks and Public Works Director

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installed in the early 2000's, the Plaza fountain has had routine maintenance and a few minor repairs. Pacific Water Art is the most knowledgeable local contractor that can not only make the repairs needed but also continue to provide a high level of maintenance.

The original maintenance agreement was for \$49,656 and signed by the Town Manager on June 10, 2024, since the total contract amount was under \$100,000. The first amendment to the agreement was executed on July 1, 2025, increasing the contract value to \$77,456. This amendment was for the repair of the ultraviolet (UV) disinfection system at the Plaza Fountain.

DISCUSSION:

In November 2025, after the UV system repairs were made, the fountain could only be manually operated. After troubleshooting the unit, it was discovered that the main control board had failed and needed to be replaced. Staff asked Pacific Water Art to inspect all other components of the fountain. During this investigation, it was discovered that the chemical dosing system was also in need of repair. Most components are original to the installation of the fountain and have outlasted their useful life cycle. The proposed second amendment an increase to the agreement to cover additional repair costs needed to restore the fountain for the upcoming season.

These repairs are critical to the safe operation of the fountain as the chemical system and the UV system help treat the water and keep it clean while in use.

CONCLUSION:

Staff recommends authorizing the Town Manager to execute the Second Amendment to the Agreement for Services with Pacific Water Art, Inc., to increase the agreement amount to cover additional costs for water fountain maintenance and repair.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:

1. Second Amendment to the Agreement for Services with Pacific Water Art
2. First Amendment to the Agreement and Original Agreement for Services with Pacific Water Art