

AGREEMENT FOR SERVICES

PREAMBLE

THIS AGREEMENT is dated for identification on December 17, 2024 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Buringrud & Reyes Electric Inc. ("Service Provider"), identified as an S Corporation and whose address is 20295 Bear Creek Road, Los Gatos CA, 95033. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 Town sought quotations through RFP for the services described in this Agreement, and Service Provider was found to be the lowest responsible supplier for this purchase.
- 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 electrical maintenance service for downtown decorative tree lighting.
- 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 November 27, 2024, which is hereby incorporated by reference and attached as Exhibit A. Authorizing base services for 170 trees multiplied by 52 weeks plus annual replacement of 60 light strings and 150 hours of electrical work as shown in Exhibit B.
- 2.2 Term and Time of Performance. The effective date of this Agreement shall begin January 2, 2025 through June 30, 2029, 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: Compensation for year one (FY 2024/25) shall not exceed \$33,825. Compensation for future years will be the base cost of \$67,650 and shall 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. Payment shall be based upon Town approval of each task.

Annual Breakdown:	Dates:	Amount
Year 1 (FY2024/25)	1/2/24 through 6/30/25	\$33,825
Year 2 (FY2025/26)	7/1/25 through 6/30/26	\$67,650
Year 3 (FY2026/27)	7/1/26 through 6/30/27	\$67,650
Year 4 (FY2027/28)	7/1/27 through 6/30/28	\$67,650
Year 5 (FY2028/29)	7/1/28 through 6/30/29	\$67,650

For a total agreement amount **not to exceed \$304,425**, inclusive of all costs. Payment shall be based upon Town approval of each task.

*Total compensation does not include CPI adjustments for Years 2-5.

- 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 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.
- 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

Buringrud & Reyes Electric Inc.
20295 Bear Creek Road
Los Gatos, CA 95033

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:

Buringrud & Reyes Electric Inc. by:

Chris Constantin, Town Manager



Eric Buringrud, CFO

Recommended by:

Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

Gabrielle Whelan, Town Attorney

Attest:

Wendy Wood, CMC, Town Clerk



Proposal for downtown tree lighting services in the town of Los Gatos, CA

- Cover Letter

Buringrud & Reyes Electric Inc is pleased to submit this proposal for to the town of Los Gatos, in response to the RFP for tree lighting services on this day, the 29th of October, 2024.

As a licensed C-10 contractor and business operating in Los Gatos, we are thrilled for the opportunity to provide a proposal for the town that we live in and love being a part of. We are fully capable and ready to provide the required services requested in the RFP if awarded with an agreement. We own our own equipment such as vertical mast lifts and scissor lifts to reach the higher locations of electrical work and higher limbs of trees. We have a 2,200 square foot shop on our property at 20295 Bear Creek Rd. that houses all our equipment, tools, and material to complete work. We are invested in the town of Los Gatos and will have a daughter that will be attending Los Gatos High and are nearby for any emergency work that may come up throughout the year and especially during the Christmas season.

Eric Buringrud, the main contact and licensed contractor of the firm, will be on call any time of the day or night to ensure a very fast response time for any work needed. We are located about 15 minutes from downtown plaza square and will remain available for any service work needed if awarded an agreement with Los Gatos. We are a safety-oriented company that always puts safety above all on any project, as such we own all the traffic cones, delineators, lights and signage to perform any work with the outmost safety to town members, employee personnel as well as all the electrical safety equipment to perform any electrical work as safely as possible.

- Qualifications and Expertise

With over 20 years of experience in the electrical industry, we have extensive experience with many types of lighting and lighting controls systems, including in-ground lighting and tree lighting. We also have extensive experience with underground electrical and a deep understanding of troubleshooting electrical issues. We understand that the town of Los Gatos needs a firm that not only knows how to wrap lighting strings around trees and plug them in but also has a deep and close knowledge of electrical wiring methods and the California Electrical Code, to ensure any repairs are completed to last well beyond the required warranty period. B & R Electric Inc is a qualified local firm that can meet the needs of the town of Los Gatos, while keeping funds from town coffers directly in the town of Los Gatos. All of our business, from our auto repair to fine dining, happens primarily here in our town. And if awarded an agreement with Los Gatos, it will help to grow our Los Gatos business.

Eric Buringrud has been a foreman on many large and medium sized projects throughout California. From replacing and upgrading lighting and HVAC controls in the entire Coachella Valley school district, to running large solar projects on the central coast, and running projects from the ground up for campuses and the fire department in San Jose, our experience and expertise is well suited to handle all of Los Gatos's tree lighting service needs.

- Project team

Our Licensed contractor and electrician, Eric Buringrud, first began his electrical career in 1998 wiring custom homes in Salt Lake City and moved back to California in 2009 after attending a school in New Mexico for solar PV design and installation. Since then, he has been working in the electrical industry as a foreman on a diverse range of electrical projects. He would be the one handling all inspections, maintenance, repairs, service calls and extra work issued by Los Gatos. Resume located on the next page.

Our CEO, Christina Reyes, runs the business from our home in Los Gatos. She handles all the invoicing and bookkeeping and would assist with reports as needed.

ERIC B. BURINGRUD

CA CERTIFIED GENERAL ELECTRICIAN

:: 408.438.2262 ::
:: 20295 Bear Creek Rd. ::
:: Los Gatos, CA ::
:: eric@bandrelectric.com ::

credentials

CA Certified General Electrician #152113 6/11-6/21
OSHA 30 - Construction Safety and Health Trained 11/15
NABCEP Certification for Solar PV Installation 4/10-4/13

Renewable Energy Major w/ PV System Design & Installation Emphasis 8/07 - 5/09
Associate of Applied Science (San Juan College, NM)

- Coursework included AC and DC motors and controls, Solar PV system design and installation, Panel Upgrades
- Extensive coverage of NEC & NFPA 70

work experience

Foreman Electrician 7/20 - 4/24
Elco Electric, Inc. (San Jose, CA)

- Ran 5-15 man crews on medium to large commercial projects for San Jose fire department. School districts and community buildings
- Installed switchgear, transformers, panels, lighting, and power for new and existing construction.

Journeyman Electrician 4/19 - 7/20
Helix Electric, Inc. (San Francisco, CA)

- Worked on commercial, prevailing wage projects throughout NorCal
- Temp Power, Single line, Various conduits, Equipment and device installation, Lighting controls, Fire alarm

Journeyman Electrician 9/16 - 4/19
Royal Electric, Inc. (San Luis Obispo, CA)

- Worked with 40+ man crew on multi-building dorm project
- U.G. medium voltage, Laid-out decks w/ Trimble, Roughed-in concrete and steel framing, pulled conductors, installed equipment
- Built-out E-rooms & IDF rooms and dressed panels

Foreman Electrician 4/13 - 12/16
Whitehead Electrical Systems, Inc. (Moorpark, CA)

- Foreman on large commercial projects installing BAS controls
- Coordinated materials, installation logistics w/contractors and inspectors, and daily reporting of job progress

ERIC B. BURINGRUD

CA CERTIFIED GENERAL ELECTRICIAN

:: 707.656.6831 ::
:: 226 Hearst Ave. ::
:: San Francisco, CA ::
:: eric.buringrud@gmail.com ::

Electrician/Solar Installer

6/12 – 4/13

Temp Agencies (Throughout CA)

- Worked on prevailing wage solar carport projects at schools

Head Solar PV Designer & Installation Manager

6/09 – 6/12

Absolute Electric & Solar, Inc. (Los Osos, CA)

- Managed solar installations on residential and commercial projects
- Performed site assessments, designed and submitted plans

Certifications

Forklift/Gradall, Boom (Aerial) lift, Scissor lift, First Aid CPR/AED Trained

References

Available upon request

ATTACHMENT B
PROPOSER'S INFORMATION FORM

(To be returned with Proposal. Also See Request for Proposal
Section 6 for Additional Required Information)

PROPOSER

Name: Eric Buringrud

Address: 20295 Bear Creek Rd

Los Gatos, CA 95033

1st Contact person (Name): Eric Buringrud

Title: Contractor Office Tel:

Direct/Cell: 408-438-2262 Fax:

Email: eric@bandrelectric.com

2nd Contact person (Name): Christina Reyes

Title: CEO Office Tel:

Direct/Cell: 408-887-8693 Fax:

Email: christina@bandrelectric.com

BUSINESS TYPE:

Proposer, if selected, intends to carry on the business as (check one):

Individual

Joint Venture

Partnership

Corporation

Year incorporated? 2023 In what state? California

When authorized to do business in California? 5/31/2023

Other (explain):

ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box(es) below.

Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received:

1 2 3 4 5 6

___ No Addendum/Addenda Were Received (check and initial)

ADDITIONAL INFORMATION

Number of years providing the specified service: 2

Names and titles of all officers and directors:

Christina Reyes - CEO

Eric Buringrud - CFO

If an individual or partnership, provide the following information:

Formation date of company: _____

Name and address of all partners, indicating whether they are general or limited partners:

List the names, titles, and qualifications of the key personnel who will perform work under this Agreement as well as their roles in relation to the Agreement. Identify the primary biologist to be designated for the Town. Include their certifications, experience, and training.

Eric Buringrud - Contractor, CA certified general electrician of 15 years.

Indicate whether Proposer has ever failed to complete any Agreement awarded to it. If so, note when, where, and why. Attach additional sheets, if necessary.

Proposer has never failed to complete any agreement awarded to it.

Indicate whether Proposer has been or is the subject of a bankruptcy or insolvency proceeding or subject to assignment for the benefit of creditors.

Proposer has never been the subject of a bankruptcy or insolvency.

SUBCONTRACTORS

Attached hereto and incorporated herein is the complete and entire list of subcontractors to be employed by the undersigned in the performance of the work.

Company _____

Location _____

Describe work to be contracted _____

Company _____

Location _____

Describe work to be contracted: _____

Company _____

Location _____

Describe work to be contracted: _____

REFERENCES

List three (3) references for work of a similar nature to the Services performed within the last five (5) years. References should be from a California municipality, county or a state or federal agency if possible. Preference will be given for references whose work was similar in scope and character to the Project.

Reference 1

Name of Agency:	Evergreen College
Agency Address:	3095 Yerba Buena Rd, San Jose, CA 95135
Contact Name and Title:	John Hanson - Operations Manager/inspections for Electrician on campus

Contact Telephone:	408-893-9720
Contact Email:	hansonjp@comcast.net
Contract Amount:	Contract between sub-contractor and Primary - \$6,973,200 (I was main foreman)
Description of Services Provided:	Multiple projects including pole lighting for sports complex. In ground lighting, outdoor GFCI pedestals, fountain and area lighting for Northlane corridor. And new construction of Gen Ed science and math academic building involving new service, multiple switchgear, panels, transformers, lighting and lighting controls, in ground lighting, exterior pole lighting and outdoor GFCI pedestals.
Date Services Were Provided:	Sports complex and north lane projects - 3/15/2021-8/25/2021 Gen Ed Building project - 8/10/2023 - 6/1/2024

Reference 2

Name of Agency:	Zovich Construction (Primary contractor on SJC fire training center project)
Agency Address:	103 Technology Ct, Suite A, Brentwood, CA 94513
Contact Name and Title:	Marco Zovich - Superintendent
Contact Telephone:	209-450-5795
Contact Email:	marcoz@zovichconstruction.com
Contract Amount:	Contract between sub and Primary - over \$13,000,000 (I was main foreman)
Description of Services Provided:	Installation of new Services and several switchgear, panels, transformers, backup generator, UPS systems, car chargers, solar carports, solar roofs, lighting and lighting controls, site lighting, in ground lighting, outdoor GFCI pedestals, pole/street lighting,
Date Services Were Provided:	9/1/2021 - 8/1/2023

Reference 3

Name of Agency:	
Agency Address:	
Contact Name and Title:	
Contact Telephone:	
Contact Email:	
Contract Amount:	

Description of Services Provided:	
Date Services Were Provided:	

RESERVATION

It is understood that the Town reserves the right to reject this Proposal, but that this Proposal shall not be withdrawn for a period of 45 days from the date prescribed for its opening.

DISCLOSURE

The undersigned declares that this Proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that the Proposal is genuine and not collusive or sham; that the undersigned has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal and has not directly or indirectly colluded or agreed with any Proposer or anyone else to put in a sham Proposal or to refrain from bidding; that the undersigned has not directly or indirectly sought by agreement, communication or conference with anyone to fix his/her Proposal price or the Proposal price of any other Proposer, or to fix any overhead, profit or cost element of such Proposal price or of that of any other Proposer, or to secure any advantage against the Town of Los Gatos or anyone interested in the proposed Contract; that the only persons or parties interested in this Proposal as principals are those named herein; that all statements contained in this Proposal are true; that the undersigned has not directly or indirectly, submitted his/her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any other persons, partnership, corporation, or association except to such person or persons as have a direct financial interest in Proposer’s general business; and that the undersigned has not accepted any Proposal from any subcontractor or vendor through any Proposal depository, the Bylaws, Rules or Regulations of which prohibit or prevent the undersigned from considering any Proposal from any subcontractor or vendor, which is not processed through said Proposal depository, or which may prevent any subcontractor or vendor from bidding to any general contractor who does not use the facilities of or accept bids from or through such Proposal depository; and that the undersigned has not paid, and will not pay, any fee to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

WORDS AND PHRASES

Wherever in this Proposal an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail; if all or any portion of the Proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.

CERTIFICATION

The undersigned certifies that the Proposal Documents have been thoroughly read and understood and that, except as may be specifically noted and contained in addenda, there are no

discrepancies or misunderstandings as to the meaning, purpose or intent of any provision in the Proposal Documents or as to the interpretation of the same. The undersigned hereby incorporates by reference, the same as though set out in full, all provisions of Request for Bids published by the Town and pertaining to the work described in this Proposal.

The names of all persons Interested in the foregoing Proposal as principals are as follows:

Christina Reyes, Eric Buringrud

Important Notice: If Proposer or other interested person is a corporation, give legal name of corporation, state where incorporated and names of the president and secretary thereof; if a partnership, give name of the firm, also names of all individual co-partners composing firm; if Proposer or other interested person is an individual, give first and last names in full.

PROPOSER'S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

**(1) If Proposer is *INDIVIDUAL*,
sign here:**

Proposer's Signature

Proposer's typed name and title

Date: _____

**(2) If Proposer is *PARTNERSHIP* or
JOINT VENTURE, at least (2) Partners
or each of the Joint Venturers
shall sign here:**

Partnership or Joint Venture Name
(type or print)

Signature

Name of Member of the Partnership or Joint Venture

Date: _____

Signature

Name of Member of the Partnership or Joint Venture

Date: _____

**(3) If Proposer is a CORPORATION,
the duly authorized officer(s) shall
sign as follows:**

The undersigned certify that they are respectively:

CEO _____ (Title)

and CFO/licensed contractor _____ (Title)

of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Buringrud & Reyes Electric Inc

Corporation Name (type or print)



Signature

Christina Reyes - CEO

Name and Title (type or print)

Date: 10/29/2024



Signature

Eric Buringrud - Contractor

Name and Title (type or print)

Date: 10/29/2024

ATTACHMENT D

PROPOSAL PRICE SHEET

For all serviced described below, unless excluded by the Town in description of services, the Town shall consider unit prices to include all labor, equipment, fees of any kind, overhead, insurance, fuel, materials, surcharges, disposal fees, and any other costs associated with and necessary for the Bidder to perform such service. No qualifications, exemptions, or alterations of services described below will be allowed. Failure to comply will result in disqualification of bid.

BASIC SERVICES

BID ITEM	LOCATION	DESCRIPTION	UNIT PRICE	FREQ	COST
1	170 Trees w/Lights	Maintain Lights – Inspect lighting at dark once a week, reset and repair. Include all work in report with monthly invoice.	\$637.50	x 52 weeks per year	\$33,150
2	Light strings	Repair or replace light strings due to tree growth or other damage.	Flat rate per String (avg. = 5 strings per tree)	Per string \$35	\$35
3	Extra Work	Work beyond scope.	Flat rate per hour.	X 1	\$150/hr

 <hr/> Signature	<u>SIGNATURE</u> CFO/Contractor
Eric Buringrud <hr/> Name (printed or typed)	11/25/2024 <hr/> Date
408-438-2262 <hr/> Telephone	eric@bandrelectric.com <hr/> E-mail
93-1988506 <hr/> Tax ID Number	19114887 <hr/> Los Gatos Business License Number

Town of Los Gatos - Downtown Decorative Tree Light Maintenance

Contractor Proposal				Buringrud & Reyes Electric Inc.
Item	Location	Description		Bid
1	N Santa Cruz Ave, Grays Lane and Main St.	Maintain Lights - 170 trees (x 52 weeks)		\$33,150
2	"	5 strings per tree (x 60 trees)	\$175 per tree	\$10,500.00
3	"	Hourly rate (x 150 hrs)	\$160 per hour	\$24,000.00
	"			
Total				\$ 67,650.00