

THIRD AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

This THIRD AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES is dated for identification this 20th day of May 2025 and amends that certain Second Amendment to Agreement for Consultant Services dated May 7, 2024, made by and between the Town of Los Gatos, ("Town") and AMS Electric LLC dba as Prime Electric LLC ("Consultant") identified as a Partnership and whose address is 1941 Ringwood Avenue, Suite 140, San Jose, CA 95130.

RECITALS

- A. Town and Consultant entered into an Agreement for Consultant Services for a Design-Build of Battery Power Supply at the Library on December 21, 2021, ("Agreement"), a First Amendment to Agreement for Consultant Services on June 6, 2023, a Second Amendment to Agreement for Consultant Services on May 7, 2024, copies of which are attached hereto and incorporated by reference as Exhibit A to this Agreement.
- B. Town desires to amend the Agreement to extend the term and time of performance.

AMENDMENT


1. Section 2.2 Term and Time of Performance is amended to add the following:

This contract will remain in effect from December 7, 2021, to June 30, 2026.

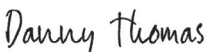
2. All other terms and conditions of the Agreement remain in full force and effect.

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

Town of Los Gatos:

Signed by:
 6/11/2025
3EF68F232F1B428...
Chris Constantin, Town Manager


Approved as to Consent:

Signed by:
 6/3/2025
B4C8EA6DC8874E7...
Danny Thomas, COO

Department Approval:

Signed by:
 6/3/2025
6E97831349044C3...
Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

Signed by:
 6/10/2025
EF86798A5594428...
Gabrielle Whelan, Town Attorney

Attest:

Signed by:
 6/11/2025
26A726C4AE6A4D9...
Wendy Wood, CMC, Town Clerk

SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

This SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES is dated for identification this 7th day of May 2024 and amends that certain First Amendment to Agreement for Consultant Services dated June 6, 2023, made by and between the Town of Los Gatos, ("Town") and AMS Electric LLC dba as Prime Electric LLC ("Consultant") identified as a Partnership and whose address is 1941 Ringwood Avenue, Suite 140, San Jose, CA 95130.

RECITALS

- A. Town and Consultant entered into an Agreement for Consultant Services for a Design-Build of Battery Power Supply at the Library on December 21, 2021, ("Agreement"), a First Amendment to Agreement for Consultant Services on June 6, 2023, copies of which are attached hereto and incorporated by reference as Exhibit A to this Agreement.
- B. Town desires to amend the Agreement to extend the term and time of performance.

AMENDMENT

1. Section 2.2 Term and Time of Performance is amended to read:

This contract will remain in effect from December 7, 2021 to June 30, 2025.

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

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

Town of Los Gatos:

DocuSigned by:
Laurel Prevetti 5/22/2024
853FEEA2EB39470...
Laurel Prevetti, Town Manager

Approved as to Consent:

DocuSigned by:
Danny Thomas 5/20/2024
B4C0EA8DC8874E7...
Danny Thomas, COO

Department Approval:

DocuSigned by:
Nicolle Burnham 5/20/2024
0E97831349644C3...
Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

DocuSigned by:
Gabrielle Whelan 5/21/2024
EFD6738A5534428...
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood 5/22/2024
BF6EBCBE2C214F8...
Wendy Wood, CMC, Town Clerk

FIRST AMENDMENT TO AGREEMENT

This FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES is dated for identification this 6th day of June 2023 and amends that certain Agreement for Consultant Services dated December 7, 2021, made by and between the Town of Los Gatos, ("Town,") and AMS Electric LLC, dba Prime Electric LLC (Consultant") identified as a Partnership and whose address is 1941 Ringwood Avenue Suite 140, San Jose, CA 95131.

RECITALS

- A. Town and Consultant entered into an Agreement for Consultant Services for a Design-Build of Battery Power Supply at the Library on December 7, 2021 ("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 extend the end date of the term and add to the minimum scope of insurance of the agreement.

AMENDMENT

1. Section 2.2 Term and Time of Performance is amended to read:

This contract will remain in effect from December 7, 2021 to June 30, 2024.

2. Section 3.1 Minimum Scope of Insurance is amended to read as follows:

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.

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

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

Town of Los Gatos:

DocuSigned by:
Laurel Prevetti
853FEEA2EB39470...

Laurel Prevetti, Town Manager

Approved as to Consent:

DocuSigned by:
Brandon Elliot
607F4FB74A34418...

Brandon Elliot,
Group Executive, Shareholder

Department Approval:

DocuSigned by:
Nicolle Burnham
0E97831349644C3...

Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

DocuSigned by:
Gabrielle Whelan
EFD0736A5534426...

Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood
BF0EB0BE20214F0...

Wendy Wood, CMC, Town Clerk

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this 7th day of December 2021 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and AMS Electric LLC dba Prime Electric LLC, whose address is 1941 Ringwood Ave. Suite 140, San Jose, CA, 95131. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desires to engage Consultant to provide Design-Build services for development of plans and construct a Battery Electrical storage system at the Library.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 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 Consultant.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide services as described in that certain Proposal sent to the Town on December 1, 2021, which is hereby incorporated by reference and attached as Exhibit A and B.
- 2.2 Term and Time of Performance. This contract will remain in effect from date of execution to June 30, 2023.
- 2.3 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 Consultant to practice its profession. Consultant 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. Consultant 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 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 Consultant's 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 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.

- 2.6 Compensation. Compensation for Consultant's professional services **shall not exceed \$513,000**, inclusive of all costs. Payment shall be based upon Town approval of each task.
- 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

- 2.8 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's 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 Consultant. 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 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.

- 2.11 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.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant 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. 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: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii. 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.
 - iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all

certificates and endorsements are to be received and approved by the Town before work commences.

- iv. 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.

General Liability:

- i. The Town, its officers, officials, employees and volunteers 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. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant'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 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.

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, 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 subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, 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 Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

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 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 Consultant. 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.
- 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 Consultant.
- 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

AMS Electric LLC dba Prime Electric LLC
1941 Ringwood Ave.
San Jose, CA, 95131

or personally delivered to Consultant to such address or such other address as Consultant 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 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 by:

AMS Electric LLC dba Prime Electric LLC, by:

DocuSigned by:
Laurel Prevetti 2/14/2022
853FFEA2EB39470...
Laurel Prevetti, Town Manager

DocuSigned by:
Brandon Elliott 2/7/2022
607F4FB74A34418...

Recommended by:

DocuSigned by:
Matt Morley 2/8/2022
BBA093B0D8F4484...
Matt Morley
Director of Parks and Public Works

Brandon Elliott, Group Executive, Shareholder
Printed Name and Title

Approved as to Form:

DocuSigned by:
Robert W. Schultz 2/11/2022
2FE0938555B744C...
Robert Schultz, Town Attorney

Attest:

DocuSigned by:
Shelley Neis 2/14/2022
B9666F65B1F34F6...
Shelley Neis, MMC, CPMC, Town Clerk



OCTOBER 22, 2021

Town of Los Gatos Battery Energy Storage System

ELECTRICAL RFP





Letter of Interest

October 22, 2021

Town of Los Gatos

41 Miles Avenue
Los Gatos, CA 95030
ATTN: Matt Morley

RE: Town of Los Gatos Battery Energy Storage System
Request for Proposal: Electrical

Dear Matt:

PRIME Electric is pleased to submit our Electrical Proposal for the Town of Los Gatos Battery Energy Storage System project. Our project experience with Design-Build and preconstruction services will bring tremendous value to the Town of Los Gatos team.

Our recent project experience (demonstrated herein) shows our ability to successfully turn over this project. We are comfortable with the Design-Build delivery model for this project and have selected a team that best fits the needs of the Town of Los Gatos Battery Energy Storage System project.

We understand that this project will be highly collaborative. PRIME will bring our lean and innovative practices, lessons learned from successes and challenges in the marketplace, and our strong and collaborative field team consisting of wireman and supervisors.

Additionally, the identified RFP project fundamentals are also core principles at PRIME:

- Proactive approach to preconstruction cost control and project planning
- Willingness to listen and provide project and design advice to the team
- Proven ability to deliver based on project needs
- Customer service focus
- Commitment to safety and quality control
- Commitment to planning and using Lean Planning principles (i.e. Pull Planning)

We are excited about the opportunity to work on this project; the outlined delivery model encompasses all of our best attributes. Performance based criteria and accountability metrics are welcomed by PRIME.

We are committed to adding value to this project. In order to accomplish this, PRIME will be a proactive team member that brings ideas to the table and focuses on solutions rather than problems. PRIME has the organizational depth and resources to assure total control and optimization of cost, quality, and schedule to positively impact the project.

Our project team will assist in developing the best overall solutions for the benefit of the entire project, not just our trade. We believe that the success of the project is best measured as a whole rather than by individual disciplines.

We look forward to demonstrating our ability to accomplish these goals. Thank you for the opportunity to provide this proposal response. We look forward to any questions or feedback.

Best Regards,


Jonathan Graves
PROJECT EXECUTIVE



Meet Your Team



Danny Thomas

CHIEF OPERATING OFFICER



Mike Sanjurjo

EXECUTIVE DIRECTOR
OF SALES



Brandon Elliott

GROUP EXECUTIVE



Jonathan Graves

PROJECT EXECUTIVE



Anthony Pinon

SERVICE & SPECIAL
PROJECTS MANAGER



10/22/2021

Town of Los Gatos
Parks and Public Works
41 Miles Avenue
Los Gatos, CA 95030

Attention: Matt Morley

Reference: Town of Los Gatos – Energy System
Prime Reference #: 21-228

Dear Matt,

Prime Electric is pleased to present this proposal for the electrical work required for the Project Town of Los Gatos – Energy System. This proposal is based on the provided drawings dated 3/15/10 and the scope discussed and detailed below.

Scope of work:

1. Provide Design Engineering and drawings for permitting.
2. Provide excavation and patch back for all underground requirements.
3. Install 125-kilowatt ELM Microgrid Battery Storage System.
 - a. See attached for cutsheet and details.
4. Provide start up, commissioning, and training for new Microgrid Battery Storage system.

Clarifications:

- A. All work shall be completed during normal business hours (7:00am to 4:00pm).
- B. All work shall be installed in compliance with the applicable specifications and all applicable codes.
- C. We have based our proposal on having unrestricted access to all work areas.
- D. We have assumed that the electrical panels have the space and capacity to accommodate the electrical requirements for this installation.
 - * **NOTE:** Commodities such as wire and conduit cost can fluctuate daily, and equipment pricing generally adjusts quarterly. Significant price increases will result in a request for adjustment of contract price
- E. We have not included the following:
 1. Overtime.
 2. Cut, patch and paint of existing finishes.
 3. Replacement of ceiling tiles.
 4. Provisions for and installation of temporary power and lighting.

5. Provisions for and installation of access panels.
6. Provision for a performance and payment bond.

The total cost to complete this work is \$498,470.00

Thank you for allowing Prime Electric to present this proposal for your review and consideration. This proposal is valid for sixty (60) days. Should you have any questions and/or comments, please feel free to contact me at (925) 961-1600.

Sincerely,

Jonathan Graves

Jonathan Graves
Project Executive
Prime Electric

Approval Signature: _____ Date: _____



Prime Electric - Town of Los Gatos

- Battery Energy Storage System Bid Submittal -

SITE: 100 Villa Ave, Los Gatos, CA 95030

125 kW / 330 kWh ELM BATTERY ENERGY STORAGE SYSTEM

BATTERY ENERGY STORAGE SYSTEM (BESS)

Solar Technologies will design and furnish a 125-kilowatt ELM Microgrid Battery Storage system to provide 100% backup power during grid outage. The ELM Microgrid ESS has been engineered to form a microgrid, and can perform demand response, Time of Use, and self-consumption. The microgrid system integrates an EPC bi-directional inverter (PCS), Kore's UL 9540a lithium-ion battery, ELM Fieldsight energy management software and an energy meter which measures your facility's energy consumption and deploys energy as needed. All of these components are bundled in a pre-engineered NEMA 3R enclosure which includes thermal management.

The system will be designed with a charging or discharging power of 125 KW and an energy storage capacity of 330 kWh. The energy storage capacity is capable of future expansion up to 440 kWh.

The system will include a free standing NEMA 3R battery cabinet inclusive of battery modules, battery racks, integral controls, and fire suppression system. During times the grid is functioning, the system will provide self-consumption, energy arbitrage and demand charge management peak shaving functionality.

Solar Technologies will design, engineer, permit and provide a battery energy storage system described below. ELM will provide battery system commissioning assistance.

Prime Electric.

- **ELM Microgrid Battery Storage 125 kW / 330 kWh**
- Systems contain the following:
 - 3x 110kWh Kore battery racks and BPU pre-installed
 - Kore BMS
 - EPC 125 kW PCS
 - ELM Microgrid controller
 - ELM Microgrid Switchgear package



- Internal A/C bus for solar, generator, & microgrid loads
- 5 Year ELM Monitoring
- 5 Years OEM Warranty
- 24 Volt DC power supply and UPS
- HVAC/heater (thermal management of batteries)
- NEMA 3R main enclosure
- Junction panel with termination blocks
- Wattnode energy meter
- ELM will provide Annual Report on System Functionality

SYSTEM OPERATION

ELM's Energy storage system can be used in 4 key storage applications for commercial battery systems:

Forms a Microgrid: The system will form a microgrid either for the lifetime of the system or intermittently upon grid failure. Included in the standard microgrid system is a battery, inverter, internal UPS used for system controls, wiring box, grid relay and contactor.

Demand Response: Energy Storage system is used to offset a facilities demand charges by reducing the demand to the local utility by deploying energy from the battery during preset peak demand times

Time of Use Shifting (TOU): This system will store less expensive off-peak energy into the battery and then deploys that energy from the battery during more expensive peak rate times.

Self-Consumption: In markets that do not allow net metering your battery system can store excess PV generation thus preventing the system from back-feeding PV power to the grid.

System Overview & Functionality:

This system will have full Microgrid functionality as well as additional functionality that may be used to add capabilities and decrease electricity costs. Depending on how much electricity is being used, the system will provide power for at least 2 hours and could run infinitely with solar input. An onsite generator could also be used for onsite power. The preferred scenario would be that the generator would only need to be used in rare circumstances during times of especially low solar production (e.g. a large winter storm in January) Below is a typical system of operations.

Sequence of Operations

The two main operational modes are Island (backup) and Grid Tied.

1.1 Island Mode (SO02/SO03)

In this mode, the Microgrid will operate as an island isolated from the utility grid. The goal in this mode is to maximize the use of available battery and PV and minimize the use of the generator. In this mode, there are two operational modes and three sub modes:



- Genset ON (SOO2): When the combined maximum output of the PV array and battery (a minimum SOC threshold for the battery has been reached) is insufficient to support the loads, the site controller should turn ON the genset incorporating a seamless transition. While the genset is ON, the storage inverter will be utilized to support the load and charge the battery in current source mode. The generator will be operating in a constant power mode while charging the batteries with excess power generation. PV will be utilized if available.
- Genset OFF (SOO3): While there is sufficient PV generation and battery capacity available, the generator will remain off and the storage inverter will form the grid and act as the Microgrid master. The PV inverters will sense the AC voltage on their terminals and follow the storage inverter.

1.2 Grid Tied Mode (SOO6/SO05)

In this mode, the Microgrid will operate in parallel with the utility grid. The goal is to maximize the local consumption of the PV generation and battery while keeping the batteries charged to prepare for an outage. If there is sufficient PV generation, the solar array will power the loads on site. If the load is fully met, PV will prioritize charging the battery bank until the battery state-of-charge (SOC) reaches 100%. If the PV generation exceeds the amount of power the battery can absorb (either due to high SOC or charge power limitations), the Microgrid can either export excess PV generation to the utility grid if allowed or curtail excess PV to prevent from exporting PV power to the grid. The microgrid will never export any battery power to the grid.

- Peak Shaving (SOO6): The Microgrid can be enabled to use PV and the battery up to a specific SOC threshold (configurable) to minimize grid import power by setting a load threshold the user wants to keep the grid power below.
- Demand Response (SOO6): The Microgrid can be enabled to use PV and the battery up to a specific SOC threshold (configurable) to minimize grid import power only during certain times by setting a load threshold the user wants to keep the grid power below.

We will provide equipment cutsheets, shop drawings, factory test reports, wiring diagrams, commissioning reports, as-builts and O&M Data as specified.



PROPOSAL ASSUMPTIONS, CLARIFICATIONS AND EXCLUSIONS

- Building permit fee and PG&E interconnection applications are excluded, to be passed through at direct cost without markup; we will request an estimate from AHJ prior to execution of contracts.
- ~~New concrete pad with steel bollards for protection of energy storage enclosure to be provided by others.~~ Included.
- Site preparation, including grading, soil stabilization, removal of landscaping and final grading is excluded and to be performed by others if needed.
- Microgrid control system programming & commissioning is excluded.
- Microgrid metering, relays, critical load panels and other related infrastructure and labor is excluded.
- Proposal assumes the existing Solar PV source circuit can be re-routed to energy storage system bussing.
- Proposal assumes as-built plan sets, C-ALTA, Geotechnical and Title Reports provided by Customer are sufficient for system engineering and permitting approval requirements. Additional studies or engineering reports will be charged in addition to proposal if required.
- ~~On-site construction and labor services are excluded from our quote, prevailing wages would not apply.~~
- Repairs or upgrades to the property not described within this Proposal which are otherwise required or discovered during the project. This can include existing electrical equipment, structural improvements, roof system repairs, etc.
- Utility company interconnection requirements such as NGOM meters or upgrades to Utility company infrastructure or mitigation work required through the utility interconnection application are excluded.
- Any extraordinary engineering, approvals, discretionary reviews, special certification or testing would be charged in addition to this Proposal.
- Costs incurred because of property access restrictions during normal working hours or Buyer's non-standard work hour requirements are excluded.
- Painting or any other "decorative work" on the System is excluded.
- Bid, Price or Performance Bonding is excluded.
- Fire safety and sprinkler systems are excluded.
- Security personnel excluded, securing equipment is the responsibility of Customer upon delivery and installation.
- Repair of damaged underground utilities, power, plumbing or irrigation lines if not provided with plans specifying their location is excluded.
- Remobilization after start of construction is excluded.
- Any work not originally included within this Agreement or specified as an inclusion within this Addendum A will be charged in addition to this Agreement at a labor rate of . per hour and costs plus 15%.

Price is good for 30 days



SOLAR TECHNOLOGIES CORPORATE QUALIFICATIONS

STE Electric DBA Solar Technologies was founded in 1998. We are a privately held, full design/build, C-10/C-46 licensed contractor with 85+ employees and offices in San Ramon, Campbell and Santa Cruz, California. We focus on grid-tied, behind-the-meter PV solar, energy storage and EV charging station projects for commercial, municipal, non-profit and residential customers.

Over the past 20+ years we have established ourselves as one of the most accomplished and skilled solar design and installation companies in the business by providing customers with the best equipment, people and service at a competitive price. We are ranked among the top 25 commercial solar developers in California and were recognized in 2019 as SunPower's National Dealer of the Year and three times as SunPower Regional Commercial Dealer of the Year.

CALIFORNIA STATE LICENSE BOARD:

License #: 932914
 License Type: C-10 Electrical / C-46 Solar
 Expiration: 05/31/2023
 DIR Public Works Registration #: PW-LR-1000460402

INSURANCE:

Broker Name: Wise Insurance Agency, Inc.
 Broker Contact: 415.258.9912
 Certificate of Insurance: Provided Upon Request
 Commercial GL: \$1,000,000 per occurrence, \$2,000,000 general aggregate covering bodily injury, property damage liability, operations and contractual liability.
 Commercial Auto: \$1,000,000 per occurrence covering bodily injury and property damage liability.
 Umbrella/Excess Liability: \$4,000,000 per occurrence and \$4,000,000 general aggregate in excess liability coverage provided by GL and Auto.
 Workers Compensation: \$1,000,000 for bodily injury as required by law.





The ELM Microgrid Turnkey Package is shipped as a self-contained unit and can be installed outdoors or indoors.



MICROGRID 125kW PACKAGE

Turnkey Solution

Factory Assembled

Pre-Engineered

Pre-Wired

Pre-Installed Safety Labels

Pre-Tested

Managed Assets

Solar Generation

Distributed Battery Storage

Diesel, Propane & Nat Gas Generators

CHP Systems

Grid Power

Communications & Control

4G LTE Cellular

Ethernet and Wifi

Building Management

Generator Start and Stop

Optimal Power Forecasting

Power Reliability Alerts

Isochronous Generation Control

The Switch Advantage

Turnkey Solution

Indoor and Outdoor Enclosure Options

Climate Control

Fire Suppression Options

Microgrid Installation and O&M Guides

Microgrid 125

TECHNICAL SPECIFICATIONS

Electrical Specifications

AC Voltage	480 VAC
AC Input/Output Current	150 A
Max AC Output (<i>discharge</i>)	125kW
Max AC Input (<i>charge</i>)	125kW
Battery Capacity Range	110kWh – 910kWh
AC Frequency (<i>field settable</i>)	60 Hz
Max AC Overcurrent Protection	180 A
Peak Efficiency	98.5%
Power Factor	0 -1.0 Leading or Lagging

Equipment Specifications

External Dimensions (<i>L x W x H</i>)	60" x 36" x 104"
Weight	6100 lbs. (220kWh)
Lifting Provisions	Fork Lift Slots
Paint Tested	1000 Salt Hour Spray
Fire Suppression Options	Hybrid - 3M Novec
Temperature Range	-20°C to 50°C

Transfer to and from Islanded Mode

Upon detecting a grid disturbance, the system disconnects the Microgrid from the grid and seamlessly transitions critical/resiliency loads to Microgrid Islanded mode.

While in Microgrid Islanded mode, the system manages solar, wind and generator assets in order to efficiently support the resiliency loads.

Control Software

ELM Autonomous Microgrid Site Control System
Access & Alerts on Desktop & Mobile 24/7
Asset Monitoring System Level & Individual
Individual Microgrid Component Pages
Local HMI IP 65 Touchscreen
Communications: WiFi, Ethernet, Cellular

Functionality

Islanded MicroGrid	Off-Grid Applications
Grid Tied MicroGrid	AI Machine Learning Demand Charge Mgmt. Peak Shaving Self-Consumption Demand Response
Distributed Generation	Time of Use Operation

Key System Components

NEMA 3R Enclosure
Bi Directional Storage Inverter
DC Disconnect - (Battery)
AC Disconnect (<i>Inverter</i>)
Climate Controls

Certifications

Batteries	UL 1973, UL 9540A
Inverter	UL 1741 SA, IEEE 1547
System	UL 9540

For higher power or storage requirements multiple systems can be paralleled and additional energy storage containers can be added. Please contact Switch Storage for more details.



c 650.793.2889 | w www.switchstorage.com | e d.hill@switchstorage.com

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04/21 Rev. 002



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 05/20/2025

ITEM NO.:

DATE: May 15, 2025
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: Authorize the Town Manager to Execute a Third Amendment to the Agreement for Consultant Services with AMS Electric LLC (dba Prime Electric LLC) for the Library Battery Power Supply Project (CIP 821-2505)

RECOMMENDATION:

Staff recommends that the Town Council authorize the Town Manager to execute a Third Amendment to the Agreement for Consultant Services (Attachment 1) with AMS Electric LLC (dba Prime Electric LLC) to extend the term and time of performance through June 30, 2026 for a design-build project to install a battery storage system at the Library (CIP 821-2505).

STRATEGIC PRIORITIES:

This extension of the term of performance pertains to the Town Council's Priority of **Quality Public Infrastructure**. This is a resiliency project and supports a critical facility that will provide community services during power outages.

FISCAL IMPACT:

There is no fiscal impact related to this action. The amendment is to extend the performance period only.

BACKGROUND:

The Library Battery Storage Project (CIP 821-2505) included the development of design plans and installation of a battery energy storage tied to the solar photovoltaic (PV) system at the Library. In FY 2020/21, Parks and Public Works staff issued a Request for Proposals (RFP), and AMS Electric LLC was selected. An Agreement for Services was executed on December 7, 2021.

PREPARED BY: Dan Keller
Fleet & Facilities Operations Manager

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

PAGE 2 OF 3

SUBJECT: Third Amendment to a Consultant Services Agreement with AMS Electric LLC
(dba Prime Electric LLC) Installation a Battery Storage System at the Library

DATE: May 15, 2025

On June 6, 2023, a First Amendment to the Agreement for Services was executed to extend the agreement term to June 30, 2024, to allow for installation and completion of the project which was delayed due to extended plan review time with Santa Clara County Fire and delays in the manufacturing and delivery of equipment.

On May 7, 2024, a Second Amendment to the Agreement for Services was executed to extend the agreement term to June 30, 2025, to allow time for welded anchoring inspection of the battery cabinet and time for the battery manufacturer to test, operate, and run the internal HVAC system.

DISCUSSION:

Since its inception, this project has undergone significant design changes. These changes were partially due to the advancing technology and discontinuation of the originally specified equipment. This includes the battery itself and components that allow better regeneration of power through the PV system.

During their recent inspection, PG&E required the contractor to replace the meter that was originally installed with an updated meter that adds additional protection during a grid outage. Acquiring this meter from Germany will take time to receive and program. An extension of the agreement term is needed to accommodate the new requirement from PG&E. Although these changes present a delay, they will provide a more operationally efficient product in the long term. Prior to the last PG&E inspection, while remote and online access is still being finalized, Town staff and the contractor made significant advancements in the critical infrastructure of the project. This included operation and testing of the battery, exercising the internal cooling system, and installation of components required for operation.

CONCLUSION:

The extension of this agreement will Authorize the Town Manager to execute a Third Amendment to the Agreement for Consultant Services with AMS Electric LLC (dba Prime Electric LLC) for a design-build project to install a battery storage system at the Library (CIP 821-2502) to extend the term and time of performance through June 30, 2026.

ENVIRONMENTAL ASSESSMENT:

In accordance with CEQA Guidelines Section 15378(b)(5), approval of this amendment is not a project subject to CEQA because it is an administrative activity that will not impact the environment.

PAGE 3 OF 3

**SUBJECT: Third Amendment to a Consultant Services Agreement with AMS Electric LLC
(dba Prime Electric LLC) Installation a Battery Storage System at the Library**

DATE: May 15, 2025

Attachment:

1. Third Amendment to Agreement for Consultant Services with Exhibit A