

**THIRD AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF WATSONVILLE
AND BEAR ELECTRICAL SOLUTIONS INC**

THIS THIRD AMENDMENT TO CONTRACT for consultant services is entered into by and between the **City of Watsonville** ("City") and **Bear Electrical Solutions Inc.,**

("Consultant") this day of _____. The City and Consultant agree as follows:

RECITALS

WHEREAS, City and Consultant have previously executed a Consultant Services Contract to provide Street Light Maintenance services, dated October 30, 2018; and

WHEREAS, the original contract was in the amount of \$20,000 with a contract term dated from November 1, 2018 to November 1, 2019, inclusive. At the end of the initial contract period, the City will have the option of extending the contract for two (2) more years. After three years, the City will have the option of extending the contract two (2) more years for a total possible five-year term contract; and

WHEREAS, In June of 2018 staff submitted a Request for Quotes and received three (3) responses. Based on their proposal which met the City requirements, Bear Electrical Solutions, Inc. was chosen; and

WHEREAS, on December 23, 2019, First Amendment was executed to add additional tasks to the work program of the consultant contract and increasing the total compensation by \$40,000 and extending the contract term through November 1, 2021; and

WHEREAS, on June 20, 2021, the city executed an internal transaction to add additional funds in the sum of \$8,273 in order to cover additional project costs; and

WHEREAS, the City has added additional tasks to the work program of the Consultant, increasing total compensation and is wishing to exercise a final option extending the term of the contract; and

WHEREAS, on June 14, 2022, the schedule of the performance is amended to extend the contract end date to June 30, 2023; and

WHEREAS, on June 14, 2022, a Second Amendment was executed in order to provide an additional amount of compensation not to exceed Thirty Eight Thousand Dollars (\$38,000) for Street Light Maintenance and an amount not exceed of Seventy Seven Thousand (\$77,000) for the repair of street light damage adding a total of increase of One Hundred Fifteen Thousand Dollars (\$115,000) to this contract bringing the City's total obligation to One Hundred Eighty Three Thousand Two Hundred Seventy-Three Dollars (\$183,273.00).

WHEREAS, the Third Amendment of the Contract for Consultant Services is in the best interest of the City of Watsonville.

NOW, THEREFORE, the City and the Consultant agree that the Contract shall be amended as follows:

Section 4 is hereby amended to read:

Section 4 and Exhibit "C" both entitled "Compensation" of the Contract, are hereby amended to provide an additional amount of compensation of (\$105,000.00) One Hundred Five Thousand Dollars for professional services.

All other terms and conditions of the Contract dated June 14, 2022, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Consultant Services Contract the day and year first hereinabove written.

CITY OF WATSONVILLE

By _____
Rene Mendez, City Manager

ATTEST:

By _____
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

By _____
Samantha W. Zutler, City Attorney

BEAR ELECTRIC SOLUTIONS, INC.

DocuSigned by:
Robert Asuncion
By _____
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Robert Asuncion, Vice President