

CITY COUNCIL AGENDA REPORT

April 20, 2021
Operations Services

TITLE: APPROVE FIRST AMENDMENT TO AGREEMENT WITH HARVEY ELECTRIC IN THE AMOUNT OF \$200,000 FOR FY 2020/21

SUMMARY

City Council approved a three-year as-needed agreement with Harvey Electric in FY 2019/20 in the amount of \$150,000 for each fiscal year. Due to the unforeseen increase of electrical repairs and projects requiring electrical work this fiscal year, staff is requesting to increase the current agreement amount by \$50,000 to a not-to-exceed amount of \$200,000 for this fiscal year. This increase will ensure adequate funding to complete current projects and any potential electrical repairs for the remainder of the fiscal year.

RECOMMENDATION

Authorize the City Manager to amend the as-needed agreement with Harvey Electric for FY 2020/21 to the not-to-exceed amount of \$200,000.

FINANCIAL STATEMENT

The agreement with Harvey Electric is funded by the Facilities operating budget (40301) and Facilities Renovation budget (Internal Service Fund 515).

BACKGROUND

Harvey Electric was selected through a competitive bid process to perform as needed and emergency electrical services for the City. This past year, there were several unanticipated failures to the underground lighting at City flagpoles at the Veterans Memorial building and Lions Wayside Park. Flags flown during hours of darkness are required to be illuminated per the United States Flag Code. Repair work on these underground lights were necessary to comply with the Code and allow the American flag to be flown during hours of darkness.

In addition, Harvey Electric has supported numerous city-wide projects such as the electrical service installation for the trailers at the Operations Services Center to temporary house employees of the Operations Service Department in compliance with COVID-19 protocols. Another significant project was the installation of the backup generator at Fire Station #5.

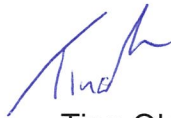
The proposed increase of \$50,000 to the agreement amount will cover these projects and any additional repairs for the remainder of this fiscal year.

Submitted by:



Kathleen Yurchak
Director of Operations and
Water Utilities

Fiscal Review:



Tina Olson
Director of Finance

Approved by:



Nelson Fialho
City Manager

Attachment:

1. First Amendment to the As-Needed Agreement with Harvey Electric

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("First Amendment") is entered into this ____ day of April 2021, by the City of Pleasanton ("City") and Harvey Electric ("Contractor").

Whereas, on July 1, 2019 the City and Contractor entered into an As-Needed Maintenance and Trade Services Agreement for Electrical Services Repair for City buildings and structures ("Agreement"); and

Whereas, the parties desire to amend the Agreement to include additional funding due to emergency repairs and to support electrical projects.

Now, therefore, in exchange for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The first sentence of Section 3 of this Agreement "Compensation", is amended to read as follows:

Total Compensation pursuant to this Agreement for all cumulative Work Authorization shall not exceed \$200,000 through June 30, 2021.

2. This First Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. With respect to signatures delivered via facsimile or electronically, Contractor shall deliver its original wet ink signature to the City within thirty (30) days following Contractor's original delivery via facsimile, electronic mail or other transmission method, provided that failure to deliver such original ink signature shall not affect the validity of the electronic signatures that were delivered.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

In witness whereof, authorized representatives of the parties have executed this First Amendment to the Agreement as of the date and year first above written.

CITY OF PLEASANTON

CONTRACTOR

Nelson Fialho, City Manager

Signature

Print Name

ATTEST:

Karen Diaz, City Clerk

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney