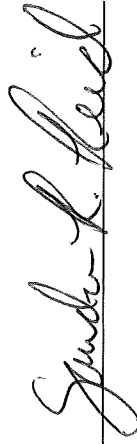


RESOLUTION NO. 60 OF 2015

Moved by: 

A Resolution approving a professional services contract with Suburban Lighting Consultants, Incorporated (“Suburban”) to provide continued professional consulting services for the City of Harrisburg LED streetlight upgrade project (the “Project”).

WHEREAS, pursuant to Resolution No. 118 of 2014, the City entered into a professional services contract with Suburban to provide professional consulting services for the City’s LED streetlight upgrade project, which capped the fees at Twenty Thousand Dollars (\$20,0000) (hereinafter “Contract 1”); and

WHEREAS, Suburban performed professional services under Contract 1 including, but not limited to, reviewing/commenting on technical aspects of the contract with The Efficiency Network for the LED streetlight project; LED fixture rating/selection, and utility bill analysis; and

WHEREAS, the budget limit of \$20,000 has been exhausted; and

WHEREAS, the City desires to enter into a second contract with Suburban (hereinafter “Contract II”) for continued and additional services related to the Project including, but not limited to, assistance with quality control, and negotiation with PP&L related to SMS and SHS accounts; and

WHEREAS, the City will compensate Suburban at an hourly rate of One Hundred Dollars (\$100), not to exceed a contract cost of Twenty Thousand Dollars (\$20,000); and

WHEREAS, a copy of the proposed professional services contract is attached hereto as Exhibit “A”; and

WHEREAS, contracts for professional services are exempted from public bidding requirements, as stated in the Pennsylvania Third Class City Code, 53 P.S. § 36901(d)(5).

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF HARRISBURG, that the professional services contract with Suburban Lighting Consultants, Inc. to provide continued and additional consulting services for the Project is approved.

BE IT FURTHER RESOLVED that the Mayor, City Controller and other appropriate City officials are authorized and directed to take all steps necessary to cause the professional services contract to be fully executed and to further effectuate the purpose of this resolution.

I second this resolution Wanda R.D. Williams

Passed the City Council September 8, 2015
Wanda R.D. Williams
President of City Council

Attest [Signature]
City Clerk

YEAS	NAYS
<input checked="" type="checkbox"/> MR. ALLATT	
<input checked="" type="checkbox"/> MR. BALTIMORE	
<input checked="" type="checkbox"/> MS. DANIELS	
<input checked="" type="checkbox"/> MR. KOPLINSKI	
<input checked="" type="checkbox"/> MS. REID	
<input checked="" type="checkbox"/> MS. WILSON	
<input checked="" type="checkbox"/> MS. WILLIAMS	
Yeas <u>7</u>	
Nays <u>0</u>	

Exhibit “A”

PROFESSIONAL SERVICES CONTRACT
FOR
MUNICIPAL STREET LIGHT SERVICES

This AGREEMENT made this _____ day of _____ 2015, by and between CITY OF HARRISBURG, a municipality of the Commonwealth of Pennsylvania, hereinafter called "Municipality" and SUBURBAN LIGHTING CONSULTANTS, INC, a Pennsylvania corporation with offices located at 30 Hibiscus Court, Doylestown, Pa., 18901, hereinafter called "Consultant".

WITNESSETH:

WHEREAS, the Municipality desires to obtain services as may be needed for the purpose of the upgrading of the existing street light system, owned partially by the local utility (Pennsylvania Power and Light) and the City of Harrisburg and the assistance in the negotiations for the return of overbilling for the SMS and the SHS accounts .

WHEREAS, the Consultant is ready willing, able and qualified to perform such services:

Now, therefore, the above listed parties, hereto in consideration of the promises and mutual covenants herein contained and intending to be legally bound, agree as follows.

1. The consultant shall perform the following services, when needed:
 - A. Function as the owner's representative in the City of Harrisburg Street Light LED Project under the direction of the City Engineer.
 - B. Assist with the quality control of the City of Harrisburg LED Project.
 - C. Assist in developing the technical aspects of the inventory/audit contract with The Efficiency Network, Inc. (TEN)
 - D. Assist in developing the technical aspects of the GESA contract with The Efficiency Net, Inc. (TEN) based upon the findings of the inventory/audit.
 - E. Negotiate the return of overbilling for SMS and SHS accounts with PP&L.

- F. Any other work as required and directed by the City Engineer.
2. Municipality shall pay the consultant at the rate of \$100.00 per man hour, portal to portal. Billings shall be submitted by the consultant on the first of every month and are due no later than the thirtieth of every month. Total billings on the project shall not exceed more than \$20,000.00, unless agreed upon, in writing, by the Municipality
3. This agreement represents a full understanding of the parties hereto and any representation or statements made by representatives of the parties hereto, shall not be binding upon the parties hereto.
4. The undersigned certifies that neither the Consultant, nor its shareholders, directors, officers, employees, nor agents shall have any private interest, direct or indirect, in any contract or contracts wherein they or any officers or employees exercise any functions or responsibilities in connection with the recommendation of the award of such contract or contracts.
5. The Consultant shall indemnify and hold harmless, the Municipality, its employees, agents officials representatives, attorneys, and assigns from any and all liability, both negligent and non-negligent, arising directly or indirectly out of all activities conducted in connection with this agreement and/or the performance hereof, including, but not limited to payment of all fees for their attorneys and all incidental litigation expenses.
6. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. Analyst will take steps to insure employees are treated during employment without regard to race, color, religion sex, age or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruit or recruitment advertising, layoff or termination, rates of pay or other forms of compensations and selection for training, including apprenticeship.

In WITNESS WHEREOF, the parties hereto have executed and sealed this Agreement, the day and year above written.

CITY OF HARRISBURG

BY _____

SUBURBAN LIGHTING CONSULTANTS, INC.

BY _____

INTER

MEMO

OFFICE

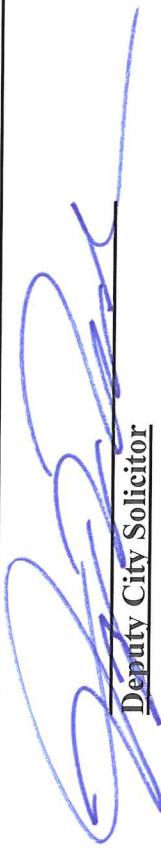
To: HARRISBURG CITY COUNCIL
From: Kirk Petroski, City Clerk
LEGISLATIVE APPROVAL FORM

Date: 8/21/15

LEGISLATIVE APPROVAL FORM/CERTIFICATE OF ACCEPTANCE

BILL NO. -2015 RESOLUTION NO. 6-2015

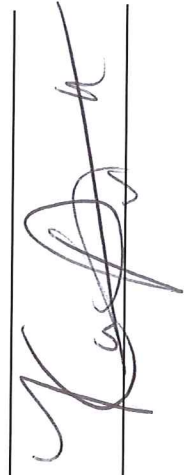
THE ABOVE LISTED ITEM WAS WRITTEN AND PREPARED FOR FINAL INTRODUCTION AT THE HARRISBURG CITY SOLICITOR'S OFFICE ON:

 _____
Deputy City Solicitor 8/21/15 _____
Date

Requested by Department/Bureau: City Engineer
Department/Bureau Contact Person: Wayne Martin

For Action on or before:

The attached was received in the Office of the City Clerk for introduction on

Received by:  _____
Date: 8-21-15