

CITY OF HARRISBURG

SERVICES AGREEMENT

THIS AGREEMENT is made at Harrisburg, Pennsylvania, by and between the CITY OF HARRISBURG, a municipal corporation ("CITY"), and

Kcs Electric LLC

_____ ("CONTRACTOR"), who agree as follows:

This Services Agreement and the following documents form the Contract between the parties hereto and are as fully a part of the Contract as if hereto attached, or herein repeated: this Services Agreement, Addenda (if any), the Project Manual, the Invitation to Bidders, the signed copy of the Bid, the Bid Proposal, the General Specifications, General Conditions Part I, the General Conditions Part II, Wage Rate Determination, the Technical Specifications, the Drawings (as listed in the Schedule of Drawings), the Notice to Proceed, and all of the documents and Exhibits enumerated or referred to in this Agreement.

Goods/Services

Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall supply the equipment, related goods, and services as described in Exhibit A. CONTRACTOR shall supply said goods at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for any goods other than those listed in Exhibit A unless prior to initiating orders: (a) CONTRACTOR notifies CITY and CITY agrees that such goods are outside the scope of Exhibit A; (b) CONTRACTOR provides a quote for the additional compensation required for these additional goods; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional goods and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Mayor, the City Solicitor or authorized designee and the City Controller, or by the Harrisburg City Council, as required by the Harrisburg City Code.

Payment

CITY shall pay CONTRACTOR for services or goods rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit C. The payments specified in Exhibit C shall be the only payments to be made to CONTRACTOR for the services/goods rendered pursuant to this Agreement unless pursuant to the section entitled "Goods/Services" above, CITY approves additional compensation for additional services/goods. CONTRACTOR shall submit all billings to CITY in the manner specified in Exhibit C, or, if not specified in Exhibit C, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

Facilities and Equipment

CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing the services/goods pursuant to this Agreement.

General Provisions

The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services/goods or payment therefor, the General Provisions shall control over said terms or conditions.

Authority

The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

Rights

This CONTRACT shall be awarded to the lowest responsible and responsive bidder within sixty (60) days of the bid opening, or all bids shall be rejected except as otherwise provided in this section. Extensions of the date of the award may be made by the mutual written consent of the CITY and the lowest responsive and responsible bidder.

A bid which conforms in all material respects to the requirements and criteria in the invitation for bids will be considered "**responsive**." A bidder that has submitted a responsive bid and that possesses the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance will be considered "**responsible**."

Exhibits

All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Exhibit A – Scope of Services/Technical Specifications

Exhibit B – Bid Form

Exhibit C – Fee Schedule/Manner of Payment

Exhibit D - General Provisions

Exhibit E – Special Terms and Conditions, Equipment and Supplies

Exhibit F – Bond Requirements

Exhibit G – Special Clauses

Standard Attachments:

Attachment 1	W9 (IRS REV. OCT 2018) – Required	Required
Attachment 2	City of Harrisburg Business Privilege/Mercantile License (if current)	Required if awarded
Attachment 3	Certificate/Proof of Insurance (Evidence)	Required
Attachment 4	WBE MBE Certifications (if applicable)	Not required
Attachment 5	WBE MBE Good Faith Effort Documentation (where subcontractors are needed)	Not required
Attachment 6	DBE Certifications (if applicable)	Not required
Attachment 7	Certification Letter – Litigation Disclosure	Required
Attachment 8	Subcontractor List	If applicable
Attachment 9	Public Works Employment Verification Form	Required
Attachment 10	Experience Questionnaire Form	Required

Attachment Instructions:

Attachment 1	The City can only accept IRS Version 2018 of IRS form W9.
Attachment 2	The City requires a business license to do business in the City. This can be acquired after issuance of the intent to award notice if you do not currently conduct business in the City of Harrisburg. Please call 717-255-6513 with questions regarding the City’s Business License requirements or to complete the licensing process.
Attachment 3	Certificate of Insurance (Evidence) – Please submit proposals only if you are able to meet the insurance requirements found in Exhibit E below. It is the bidder’s responsibility to review and determine that you are able to provide coverage at the required limits and meet the terms of the City’s professional services contract as provided. Please contact your insurance broker to discuss the requirements found in this solicitation.
Attachment 4	WBE/MBE certifications can be accepted from various certifying agencies.
Attachment 5	DBE/WBE/MBE Good Faith Effort Documentation (provided by the City) should be completed and submitted if your company intends to engage subcontractors to meet the requirements of the project.
Attachment 6	DBE Certifications (disadvantaged business certifications other than MBE/WBE)
Attachment 7	Self-certification of Non-Litigation - Respondents must identify all lawsuits, administrative claims, or fine proceedings the firm has been a party to in the past five (5) years. Include any fines levied by any governmental unit relating to the proposed work in this RFP such as fines from the EEOC, Department of Labor, or other unit of government. Disclose in this section any disbarments (if applicable) or outstanding legal disputes with any municipalities including the City of Harrisburg. Please include a list of judgements and ongoing litigation relative to the services proposed covering the last five (5) calendar years. Additionally, disclose any contracts for these services that were terminated early over the past five (5) calendar years.
Attachment 8	List of proposed sub-contractors

NOTE: BIDDER CONTACTS MUST BE ABLE TO SUPPLY ALL REQUIRED DOCUMENTATION WITHIN THREE (3) BUSINESS DAYS FROM THE DATE THE LETTER OF INTENT IS RELEASED. THE CITY MAY REQUIRE ADDITIONAL DOCUMENTS AS INDICATED ON BID FORM- QUESTIONS (RFI).

SIGNATURE SHEET
CITY OF HARRISBURG – KCS Electric LLC AGREEMENT

THE CITY OF HARRISBURG:

By: Wanda R. D. Williams Date: 2/14/24
Wanda R.D. Williams, Mayor

By: Charlie DeBrunner Date: 2/15/24
Charlie DeBrunner, Controller

APPROVED AS TO FORM AND LEGALITY:

By: Rafanie E. Baldock Date: 2/5/2024
Law Bureau

KCS Electric LLC:

Kenneth Schofield Date: 2/15/24
Kenneth Schofield, Owner

The City of Harrisburg is governed under Pennsylvania's Optional Third Class City Law Charter, 53 P.S. § 41101, et seq. Section 53 P.S. § 41413(c) of the law requires that "all bonds, notes, contracts and written obligations of the city shall be executed on its behalf by the mayor and the controller."

EXHIBIT A: SERVICE SCOPE AND TECHNICAL SPECIFICATIONS

Exhibit A1 Plumbing Scope
Exhibit A2 Electrical Scope
Electrical Schedule E-601
Plumbing Details P-501

END OF SECTION

EXHIBIT B: BID FORM/BIDDER PRICING

The undersigned, having familiarized themselves with the existing conditions at the project location that may impact the cost of the work, and with the Solicitation Documents (including the scope of work, the schedules, details, and Addenda (if any), the Invitation to Bidders, the Instructions to Bidders, the General Conditions hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including water, utility and transportation services, and other facilities and services necessary to perform and complete all work required for construction of the improvements outlined in the Scope and Technical Specifications for the facility located at 300 Verbeke Street and all incidental work in strict accordance with the Contract Documents within two months from issuance of the Notice to Proceed;

*BASE BID PRICE OF [submit base bid price in bid table] for Plumbing Scope

*BASE BID PRICE OF [submit base bid price in bid table] for Electrical Scope

***A bid table or base bid pricing form will be provided on PennBid.net**

EXHIBIT C: FEE SCHEDULE/MANNER OF PAYMENT

Contractor's Compensation

Without limiting the CITY'S right to amend or cancel portions of services during the contract term, the total of all fees paid to the CONTRACTOR during the contract term for the performance of all services as set forth in Exhibit A (Scope of Services/Technical Specifications), including normal revisions (hereafter the "Services"), shall not exceed the total sum of \$ 84,491.00 (as calculated below), except that additional compensation for additional services may be authorized via a Supplemental Agreement between the CITY and CONTRACTOR pursuant to this Agreement.

[CITY REPRESENTATIVE TO INSERT BASE BID PRICE BASED ON CONTRACTOR'S SUBMITTED BID FORM/PRICING]

Payment to Contractor

1. Payments to CONTRACTOR shall be made within a reasonable time, approximately thirty (30) days after receipt of CONTRACTOR's invoice or approved progress payment, said payments to be made in proportion to services performed or goods delivered. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify completion of billed services or goods supplied to the satisfaction of CITY.
2. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, itemization of goods delivered and overall status of project
 - (3) Invoice Date
 - (4) Sequential Invoice Number
 - (5) Total Contract Not to Exceed Amount
 - (6) Invoice Amount
 - (7) Total Billed to Date
 - (8) Total Remaining on Contract

Invoicing that does not conform to the format outlined above MAY be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

EXHIBIT D: GENERAL PROVISIONS/TERMS AND CONDITIONS

Term

This Agreement shall become effective on the date the last party hereto signs the Agreement, as indicated by the date next to that party's signature ("Effective Date") or Notice to Proceed, whichever comes first and shall terminate in 45 days from Notice to Proceed, unless otherwise extended by written agreement of the parties or by exercise of the CITY'S option set forth below.

Termination

Without limiting the CITY'S right to terminate this Agreement for cause, the CITY shall have the right to suspend or terminate this Agreement and/or a Purchase Order for its convenience at any time with immediate effect and without cause by written notice to CONTRACTOR.

If all or any portion of CITY'S payment obligations under this Agreement are grant funded (whether via a private, local government, state and/or federal grant program or any combination thereof), the CITY shall have the right to suspend or terminate this Agreement and/or a Purchase Order with immediate effect by written notice to CONTRACTOR due to expiration, suspension or termination of the grant program(s).

The CITY's obligation to make payments during any CITY fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (CITY, State and/or Federal) are not appropriated or otherwise made available to support continuation of performance of this Agreement in a subsequent fiscal period, the CITY shall have the right to terminate this Agreement and/or a Purchase Order with immediate effect by written notice to CONTRACTOR.

In the event of Termination pursuant to this Paragraph:

- A. CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
- B. CITY shall pay CONTRACTOR the reasonable value of Goods or Services satisfactorily rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services or delivered the goods required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services or Goods satisfactorily rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

Mercantile License/Business License

If applicable, CONTRACTOR shall comply with Chapter 5-715 of the Codified Ordinances of the CITY of Harrisburg which requires all persons, firms, companies and corporations engaging in business within the CITY of Harrisburg to obtain a Mercantile License and pay the mercantile tax.

No Conflicts

CONTRACTOR hereby represents and warrants to CITY that its execution and performance of this Agreement does not and will not breach any other agreement and does not require the consent of any other person or entity. CONTRACTOR hereby represents and warrants to the CITY that there is no relationship that would create a conflict of interest with the CITY under applicable law. The CONTRACTOR will not be prevented or restricted by virtue of providing the services or goods under this Agreement from providing services or goods to other entities or individuals.

Independent Contractor

- A. The parties intend that an independent CONTRACTOR relationship will be created by this Agreement and it is understood that the CONTRACTOR will not be an employee of the CITY. The CONTRACTOR shall act in the capacity of an independent CONTRACTOR with respect to the CITY. The CONTRACTOR shall not be, nor represent himself or herself as being, an employee or agent of the CITY, and shall not be, nor represent himself or herself as being authorized to bind the CITY. The CONTRACTOR shall not have the status of an employee of the CITY and shall not be eligible to participate in any employee benefit plans, pension plans, group insurance plans, paid vacation/sick leave programs, or any other employee benefits. CITY shall not provide social security, unemployment compensation, disability insurance, worker's compensation or similar coverage, nor any statutory benefits, to the CONTRACTOR. The CONTRACTOR shall be solely responsible for all taxes, withholdings, and other similar statutory obligations, including, but not limited to workers' compensation Insurance and CONTRACTOR agrees to indemnify and hold the CITY harmless in the event the CITY is required to pay any of the same on behalf of the CONTRACTOR.
- B. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors. CONTRACTOR agrees to not subcontract any portion of the Services without prior authorization from the CITY, which authorization shall not be unreasonably withheld.
- C. The provisions of this Paragraph shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of the Section titled "No Conflicts."

D. CONTRACTOR shall not assign this Agreement in whole or in part nor delegate any duties, without the prior written consent of the CITY, which consent shall be in the sole discretion of the CITY. Any assignment consented to by the CITY shall be evidenced by a written assignment agreement executed by CONTRACTOR and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the original Agreement and to assume the duties, obligations, and responsibilities being assigned.

Liquidated Damages

CONTRACTOR agrees that if he shall fail to complete the Work by the Completion Date specified or such extensions thereof as shall be granted as herein provided, the Contractor shall pay Owner, as Liquidated Damages and not as a penalty:(1) the sum of Two Hundred Dollars (\$200.00) per day for each day in which Contractor's Work is not finished past the date established for Substantial Completion; and (2) the sum of Five Hundred Dollars (\$500.00) per day for each day in which Contractor's Work is not finished past the date established for Final Completion. Contractor agrees that Liquidated Damages shall be assessed until all of Contractor's Work is completed.

Contractor's Business

CONTRACTOR represents that they are in the business of providing goods or services of the kind stated in this Agreement on a routine basis to various clients and it is expressly understood between the parties that services rendered under this Agreement shall not be considered CONTRACTOR's sole source of work, revenue, or income. It is further understood that this Paragraph constitutes a material condition of this Agreement and that the CITY would not have entered into this Agreement and agreed to pay for goods or services of CONTRACTOR without said representation and understanding. Services shall be performed in a workmanlike and timely manner and in conformance with industry standards and all applicable laws.

Work Product Ownership

Any works, ideas, discoveries, inventions, products, or other information, whether or not copyrightable, trade markable, patentable (collectively, the "Work Product") developed in whole or in part by the CONTRACTOR in connection with the Services shall automatically become the exclusive property of the CITY. No license or conveyance of any such rights to the CONTRACTOR is granted or implied under this Agreement. CONTRACTOR, without further consideration, agrees to sign all documents necessary to confirm or perfect the exclusive ownership of the CITY to the Work Product. The terms of this Paragraph shall survive termination of this Agreement.

Insurance

The parties agree that for the duration of this Agreement the CONTRACTOR shall maintain Primary/Non-Contributory insurance coverage, which shall include all terms, conditions and amounts required by the CITY which shall include the following minimum coverage:

Commercial General Liability:

\$1,000,000	General Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal & Adv. Injury
\$200,000	Damage to Rented Premises (each occurrence)

Excess Liability:
 \$2,000,000 Aggregate
 \$2,000,000 Each Occurrence
Automobile Liability
 \$1,000,000 Combined Single Limit (each accident)
Workers Compensation & Employers Liability
 Per Pennsylvania Statute

Builders Risk/All Risk Insurance 100% of Contract Amount

Coverage shall be demonstrated through a current Certificate of Insurance provided to the City no later than the time of execution of this Agreement, a copy of which shall be attached hereto, incorporated herein by reference and marked as "Attachment 3;" or by any replacement or updated post-execution Certificate that may be required from time to time by the City. The Certificate shall state that Contractor's insurance is Primary/Non-Contributory, name the City of Harrisburg as an Additional Insured as to all coverage specified herein (and as may otherwise be required by the CITY) and contain a provision requiring 30 days' notice prior to cancellation. All deductibles are the sole responsibility of Contractor (and its subcontractors and consultants) to pay and/or indemnify.

Indemnity

CONTRACTOR agrees to indemnify, hold harmless, and defend CITY and its agents, employees, directors, and elected and appointed officials from and against any and all claims (including Worker's Compensation Claims), damages, losses and expenses, including but not limited to court costs and reasonable attorneys' fees, for which CITY may be held liable of whatsoever kind or nature, including but not limited to injury (including death) to any person including the CITY's employees and damages to any property of whatsoever kind or nature, arising out of or in any manner connected with the services to be performed under this Agreement by CONTRACTOR, it's subcontractor, or any individual or legal entity working on behalf of or under CONTRACTOR's supervision or in any way connected with the use, misuse, maintenance, operation, or failure of any machinery or equipment (regardless of whether such machinery or equipment was furnished, rented, or loaned by CITY), whether due in whole or part to any act, omission, or negligence of CONTRACTOR, its subcontractor, or any individual or legal entity working on behalf of or under CONTRACTOR's supervision. CONTRACTOR shall not be responsible for any claims, damages, losses or expenses arising out of the CITY's negligence. The terms of this Paragraph shall survive termination of this Agreement.

Limitation of Liability

In no event shall CITY be liable to CONTRACTOR, its employees, agents, subcontractors or any third party, for any indirect, incidental, consequential, special or exemplary damages, whether in an action of contract, negligence, strict liability or other tortious action, arising out of this Agreement. Both Parties recognize that this Agreement reflects a reasonable allocation of risks and that such allocation is a significant inducement to provide the services described in this Agreement to the CITY.

Confidentiality

CONTRACTOR during the term of this Agreement may have access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the CITY, including its elected and appointed officials, employees, contractors and agents. Confidential information shall mean all non-public information including without limitation, all social security, tax, financial, investment, operational, personnel, and statistical information of the CITY. CONTRACTOR will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the CONTRACTOR, or divulge, disclose, or communicate in any manner any Confidential Information. CONTRACTOR will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, CONTRACTOR will return to CITY all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the CONTRACTOR during the term of this Agreement.

Publicity

Neither CONTRACTOR nor any subcontractor shall use the name of the CITY of Harrisburg, publish any information contained in or derived from the CITY's records, or quote the opinion of any CITY employee in any advertising, publicity, endorsement or testimonial, without the prior written approval of the CITY. The terms of this Paragraph shall survive termination of this Agreement.

Third Party Beneficiary

Nothing in this Agreement is intended to confer third-party beneficiary status on any other person or entity to enforce the terms of this Agreement.

Accounting Records of Contractor

During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder or for goods and services provided, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement or Addendum and records of CONTRACTOR's expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.

Taxes

CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Paragraph.

Recitals

Any recitals are incorporated into the terms of this Agreement as if fully set forth therein.

Conflict of Terms

In the event of any conflict between the terms or other provisions of this Agreement and any document prepared or provided by CONTRACTOR and made part of this Agreement, including by example and without limitation any document relating to the scope of services/technical specifications or payment thereof, the terms and conditions of this Agreement shall control over CONTRACTOR'S terms and conditions.

Entire Agreement

This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of the Agreement shall be deemed effective unless in writing and signed by the parties hereto.

Waiver of Breach

Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

Delay/Force Majeure

CITY shall not be liable for any delays resulting from acts of God, acts of third parties, orders of any kind of the government of the United States of America or of the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions or officials, or any civil or military authority, equipment failures, strikes, severe weather conditions, fires, riots, wars, earthquakes, equipment or facility shortages or any other causes beyond its reasonable control.

Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Survival of Terms

The terms and conditions of this Agreement that by their sense and context are intended to survive termination hereof shall so survive, including without limitation the sections relating to indemnification.

Binding Effect

This agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties.

Applicable Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of law provisions thereof. Each party hereto consents to the exclusive jurisdiction of the state courts of Pennsylvania situated in the County of Dauphin, Pennsylvania or in the United States District Court for the Middle District of Pennsylvania for any litigation that may arise out of this Agreement and each party hereto waives any objection based on forum non conveniens or any other objection to such venue. The United Nations Convention on Contracts for Sale of Goods shall not apply.

EXHIBIT E: SPECIAL TERMS AND CONDITIONS EQUIPMENT AND SUPPLIES

These Contract Special Terms and Conditions (“Special Terms and Conditions”) shall be part of the contract for the supply and delivery of **Construction Services** between the City of Harrisburg (“The City”) and the successful bidder (“Contractor”).

Order of Precedence

These Special Terms and Conditions supplement the Agreement General Provisions/Terms and Conditions (“Standard Terms and Conditions”) for this procurement. Should any discrepancy occur, the order of precedence shall be that these Special Terms and Conditions shall prevail over all other Contract documents, the Standard Terms and Conditions shall prevail over any Instructions to Bidders for Contracts (“IFB”) and the bidder’s bid submission, and the IFB shall prevail over the bidder’s bid submission.

Contract Scope

For the purposes of this contract, “**Construction Services**” are defined as found in the IFB Exhibit A: Scope of Services/Technical Specifications.

Contract Period

The City shall establish the Contract effective date as specified in Exhibit D of the General Provisions/Terms and Conditions of this contract.

Site Location

300 Verbeke Street Harrisburg, PA 17102 (Broad Street Market Temporary Structure) – Contractor parking will be provided.

Warranties

The Contractor warrants that all Contract item(s) it may furnish, either itself or through its agents and subcontractors, shall be free and clear of any defects in workmanship or materials.

- A. The Contractor shall pass through to the City the manufacturer’s warranty for all contract Items. The Contractor shall correct any problem with the Contract Item(s) and/or replace any defective part with a part of equivalent or superior quality, without additional cost to the City.
- B. The warranty period for a Contract Item shall commence upon delivery of the Contract Item to the City at the specified address.
- C. The Contractor warrants that it has the capability, either directly or through the manufacturer or a manufacturer’s representative, to perform warranty service for the warranty period.

Ancillary Services

A Contractor may choose to offer ancillary services in conjunction with the products it provides to the City. However, any ancillary services offered must be integral to the initial acquisition, must be initiated at the time of purchase, and must be included in the scope of the original procurement. Stand-alone services are not within the scope of this supply contract.

- A. Sample ancillary services include, but are not limited to, the following:
- Customization – any modification to a Contract item to meet specific requirements. In a situation where the procurement involves custom design and build of an item and the City determines that on-site inspection of the item is necessary during item design and build, the costs associated with such inspection/monitoring trips to the Contractor’s location shall be at the direct expense of the City and shall not be included in the price of the Contractor’s item or paid for by the Contractor in any manner.
 - Special Delivery Arrangements – these may include, without limitation, fuel surcharges, added charges for multiple delivery locations, or staged deliveries (multiple dates).
 - Special Lettering
 - Extended Warranty
 - Preventive Maintenance Services
 - Training
- B. Any ancillary services provided will be entirely at the Contractor’s option.
- C. If a Contractor chooses to offer ancillary services in conjunction with the Contract items it provides to the City, the Contractor and City shall negotiate the applicable services to be provided and notate the details of the required service and prices on the purchase order at time of order.
- D. The bidder may submit the list of ancillary services and prices it proposes to offer in any format. If it is not possible to submit pricing, as may be the case with certain installation services, the Contractor shall simply note that it is offering the service and that the actual price will be negotiated between the Contractor and the City and annotated on the purchase order at time of order.
- E. Though all potential ancillary services with their associated prices should be included in the Bid response, such services and their associated prices are not a factor in bid evaluation. However, the City reserves the right to restrict the types of services to be offered on any contract resulting from this IFB.

Product Recall

The Contractor shall provide recall notification, regardless of level, to the City through the most expedient method possible. The notice, at a minimum, shall include:

- complete product description and/or identification
- contract product delivered date
- purchase order number
- reason for recall
- instructions to acquire service and/or repair of product

Manufacturer's Price Reduction

If, prior to the delivery of the awarded item(s) by the Contractor, a price reduction is announced by the original equipment manufacturer, a comparative price reduction will be given to the City by the Contractor.

EXHIBIT F BONDS

Bid Bond

The successful proposer shall be required to furnish performance security in the form of a bond or irrevocable letter of credit in an amount equal to **10%** of the contract price. Such security shall be provided **with the bid submission**.

Payment Bond

The successful proposer shall be required to furnish performance security in the form of a bond or irrevocable letter of credit in an amount equal to **100%** of the contract price. Such security shall be provided within twenty (20) days after the contract has been awarded. Failure to furnish the security within the required time period shall void the award.

Performance Bonds

The successful proposer shall be required to furnish performance security in the form of a bond or irrevocable letter of credit in an amount equal to **100%** of the contract price. Such security shall be provided within twenty (20) days after the contract has been awarded. Failure to furnish the security within the required time period shall void the award.

EXHIBIT G SPECIAL CLAUSES

[To be completed by the City Representative:]

Prevailing Wage Act

The services provided under this Agreement constitute “public works” under Pennsylvania Statute Title 43 Chapter 5A. Pennsylvania Prevailing Wage Act meaning construction, reconstruction, demolition, alteration and/or repair work other than maintenance work, done under contract and paid for in whole or in part out of the funds of a public body where the estimated cost of the total project is in excess of twenty-five thousand dollars (\$25,000), but shall not include work performed under a rehabilitation or manpower training program [check if applicable]:

 x Public Works projects in an amount exceeding \$25,000.

Liquid Fuels Funds

The services provided under this Agreement constitute “construction or maintenance” under Pennsylvania Administrative Code 67 Pa. Code § 449.9 Liquid Fuels Tax Funds Construction and maintenance contracts and are funded by State Liquid Fuel Funds [check if applicable]:

 Construction or maintenance projects in an amount exceeding \$10,000

 City received PennDOT authorization Project Approval Form MS-329

Davis-Bacon Act

The services provided under this Agreement constitute services funded by a federal grant or loan monies for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, municipalities must comply with the wage rates and record keeping procedures established by the Davis-Bacon Act [check if applicable]:

 Project costs exceed \$2,000 and federal funds supply more than 25 percent of the total project cost

Steel Products Procurement Act

The services provided under this Agreement constitute a public works project and require steel products as defined under Pennsylvania Statutes 73 P.S. § 1886. Steel products require certification of the source of steel products used to confirm production in the United States [check if applicable]:

 Public Works project requiring steel products

Separation Act

The services provided under this Agreement constitute a project preparing for the erection, construction, and alteration of any public building and include at least two of the trade categories plumbing, heating, ventilation, and electric work [check if applicable]:

 x Public Buildings project in an amount exceeding \$21,000

Liquidated Damages

The City’s liquidated damages clause will apply to this project [check if applicable]:

 Yes, Liquidated Damages will apply.

Exhibit A2: Electrical Service Scope

The City of Harrisburg (CoH) is soliciting electrical services for the Broad Street Market temporary structure.

(PLEASE REFER TO MEP FOR ADDITIONAL SPECIFICATIONS)

1. Wherever fire rated partitions are penetrated for wire, conduits or raceways, seal around passages with code approved, laboratory tested and labeled sealant of fire resistance rating not less than that of penetrated assembly that will prevent passage of fire and smoke. Penetrations shall be installed in a manner to match assembly as tested by an approved testing laboratory or agency and include penetration system number.
2. Drawing symbols are used as an aide, not to define an exact number of pieces of equipment.
3. Provide sleeves around conduits, wiring and raceways through all floors, ceilings, walls, and partitions.
4. Contractor shall make all final equipment connections and provide the necessary adapters, fittings, valves, and devices for a complete operable system.
5. All products located within plenum areas including but not limited to insulation and adhesive systems, shall have a composite fire hazard rating not to exceed 25 flame spread and 50 smoke developed as determined by the applicable ul or ASTM standard. Refer to architectural and mechanical drawings for locations of plenum areas.
6. Provide grounding and bonding according to national electrical code article 250.
7. Wiring shall be THHN/THWN 600v insulated copper conductors with termination temperature of 75 degrees c. Circuits shall have a separate green ground conductor.
8. Raceways shall be (unless otherwise noted): interior concealed - EMT, IMC, RMC or type MC cable; interior exposed – EMT, IMC, OR RMC; exterior or wet location - IMC, RMC or LFMC (maximum 6 feet length); underground or below slab - IMC, RMC, OR RNC with RMC elbows and stub ups. Mechanical connections – interior - MC cable or LFMC, exterior - LFMC; lighting whips – MC cable (maximum 6 feet length).
9. Lighting control switches shall be mounted 40" AFF unless otherwise noted. Switches in existing areas shall be mounted at same height as existing.
10. Provide type HACR circuit breakers for compressor type loads.
11. All electrical materials, devices, appliances and equipment shall be labeled and listed by a certified testing laboratory.

12. Perform cutting and patching associated with new work. Structural members shall not be cut. Patching shall match existing adjacent surfaces as to material, texture, finish and fire rating. Under no circumstances shall waterproofing be penetrated without prior approval from architect and engineer.
13. Indoor raceways and wiring not in mechanical rooms shall be concealed unless otherwise noted.
14. Update panel schedules to reflect removed, altered or added circuits. New panelboard schedules shall indicate where the panel is fed from.
15. Provide labels for electrical equipment in accordance with **national electrical code article 110.16.**
16. Refer to structural drawings for seismic classification for building. Furnish and install seismic hangers and supports as required.
17. All work and equipment shall comply with all applicable laws, codes, and requirements, of all authorities having jurisdiction, including but not limited to the national electrical code, the local fire marshal, underwriters laboratory, IRI, FM, OSHA. Modifications required by the above authorities in order to bring the project into code requirements shall be made at no additional cost to owner. If contract documents are more stringent than code requirements, the contract documents shall govern.
18. The drawings are diagrammatic and indicate the approximate arrangement of the systems. The contractor shall field verify exact information, dimensions, locations and coordinate work with all other trades and existing conditions. **Not all information is shown.**

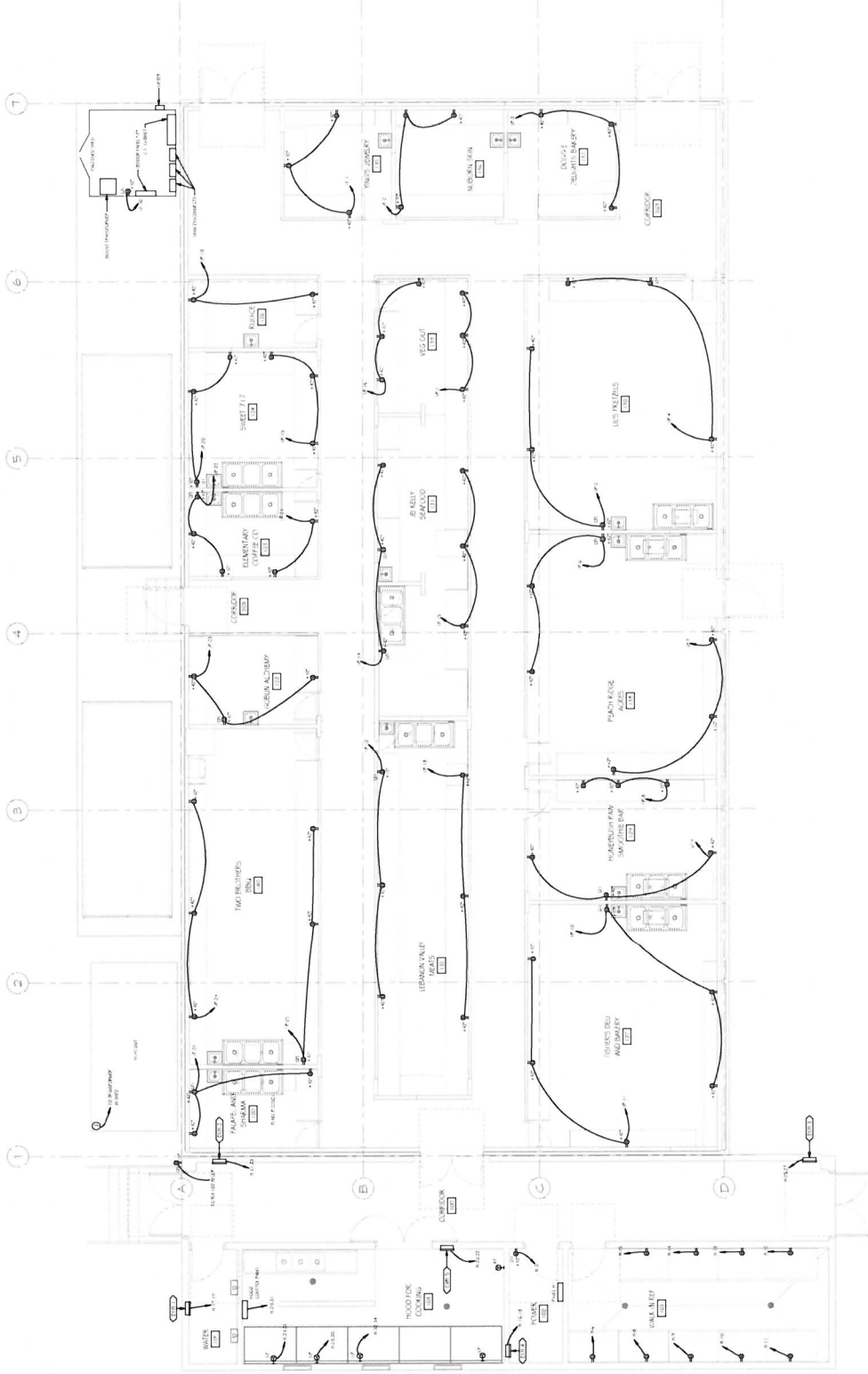
PROJECT NO.	2024-001
DATE	02/09/2024
DESIGNER	ARCHITECTS
CLIENT	BRADSTREET
LOCATION	TEMPORARY BROAD STREET MARKET

TEMPORARY BROAD STREET MARKET
 500 MARKET STREET
 HARRISBURG, PA 17102

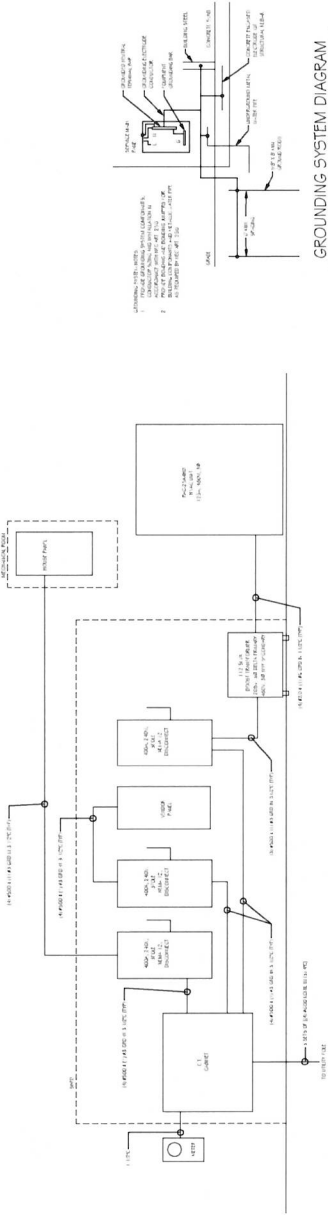
PROJECT NO. 2024-001
 DATE 02/09/2024
 DESIGNER ARCHITECTS
 CLIENT BRADSTREET
 LOCATION TEMPORARY BROAD STREET MARKET

PROJECT NO. 2024-001
 DATE 02/09/2024
 DESIGNER ARCHITECTS
 CLIENT BRADSTREET
 LOCATION TEMPORARY BROAD STREET MARKET

E-201



1 FLOOR PLAN - POWER
 SCALE: 1/8" = 1'-0"



GROUNDING SYSTEM DIAGRAM

POWER RISER

NOTES

1. ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL AND STATE CODES.
2. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
3. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL AND STATE CODES.

LOADING AND APPLIANCE PANEL SCHEDULE

CMT NO.	FEEDER BRANCH CIRCUIT DESCRIPTION	CIRCUIT BREAKER (AMP POLES)			WIRE (SIZE)			LOAD (KVA)			CIRCUIT BREAKER (AMP POLES)			CMT NO.	FEEDER BRANCH CIRCUIT DESCRIPTION	AREA NO.	LIGHTING TERMINAL AREA	
		A	B	C	NO.	SIZE	NO.	SIZE	A	B	C	NO.	SIZE					
1	RECEIPTS COMMON AREA	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	RECEIPTS COMMON AREA	2	
2	RECEIPTS 100 100 EIT	20	1	0.7	2	12	12	34	34	12	12	2	0.5	1	20	RECEIPTS COMMON AREA	3	
3	RECEIPTS COMMON AREA	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	RECEIPTS COMMON AREA	4	
4	RECEIPTS COMMON AREA SHED	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	RECEIPTS COMMON AREA	5	
5	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	6	
6	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	7	
7	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	8	
8	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	9	
9	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	10	
10	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	11	
11	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	12	
12	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	13	
13	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	14	
14	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	15	
15	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	16	
16	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	17	
17	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	18	
18	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	19	
19	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	20	
20	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	21	
21	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	22	
22	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	23	
23	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	24	
24	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	25	
25	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	26	
26	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	27	
27	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	28	
28	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	29	
29	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	30	
30	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	31	
31	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	32	
32	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	33	
33	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	34	
34	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	35	
35	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	36	
36	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	37	
37	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	38	
38	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	39	
39	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	40	
40	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	41	
41	WALK IN REF	20	1	0.5	2	12	12	34	34	12	12	2	0.5	1	20	WALK IN REF	42	

SEE CONNECTED WIRING FOR PANEL DEMAND FACTOR

PANEL DEMAND FACTOR: 77%

DEMAND LOAD SIZE: 114 AMPS

City of Harrisburg
Addenda #1
IFB 2023-06 Plumbing and Electrical for Temporary Structure

Instructions to Bidders – This Project Only

- City will waive costs for all required City permits
- Permits must be pulled for these projects, but there will be no cost.
- Change Orders can be submitted to Dave Baker and Debbie Reihart for review, consideration, and written approval.

Scope Clarifications:

- There has been a work order established with PP&L to provide the power (expected around the end of December). City staff are responsible for this coordination. A new shed will be placed on site to house the electrical infrastructure.
- There will be three commercial ranges and a gas fired water heater on site.
- Electric wiring will be placed in the trough inside the tent.
- Sunbelt is responsible for bringing the plumbing infrastructure to the tent.
- Grease traps, handwashing sinks, etc. will be provided by the market vendors.
- Sunbelt/City staff will be responsible for getting the gas to the tent.

ALL ADDENDA/CLARIFICATIONS **MUST** BE ACKNOWLEDGED IN THE PENNBID.NET PROJECT RFI FORM BY INDICATING THE NUMBER OF ADDENDUM ISSUED FOR THIS PROJECT BID.

Note: For general inquiries regarding contracting with the City please contact hdgreene@harrisburgpa.gov.

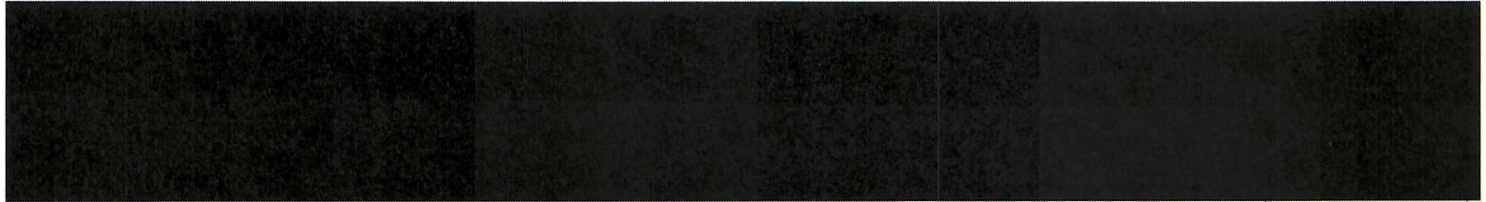
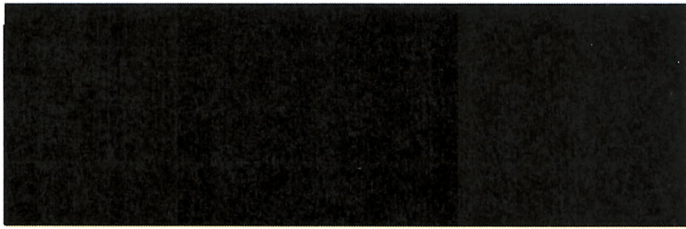
City of Harrisburg
Addenda #2
IFB 2023-06 Plumbing and Electrical for Temporary Structure

Electrical Scope Materials

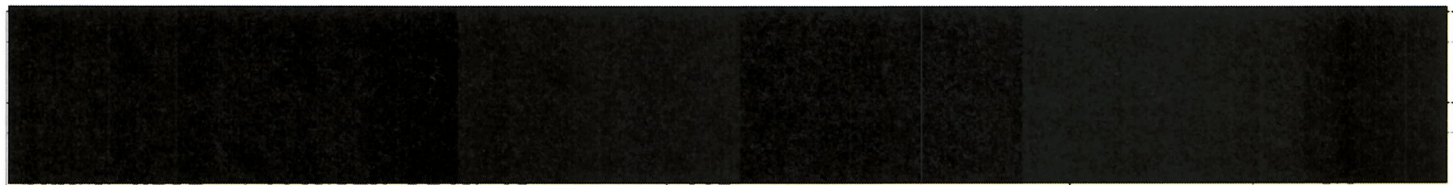
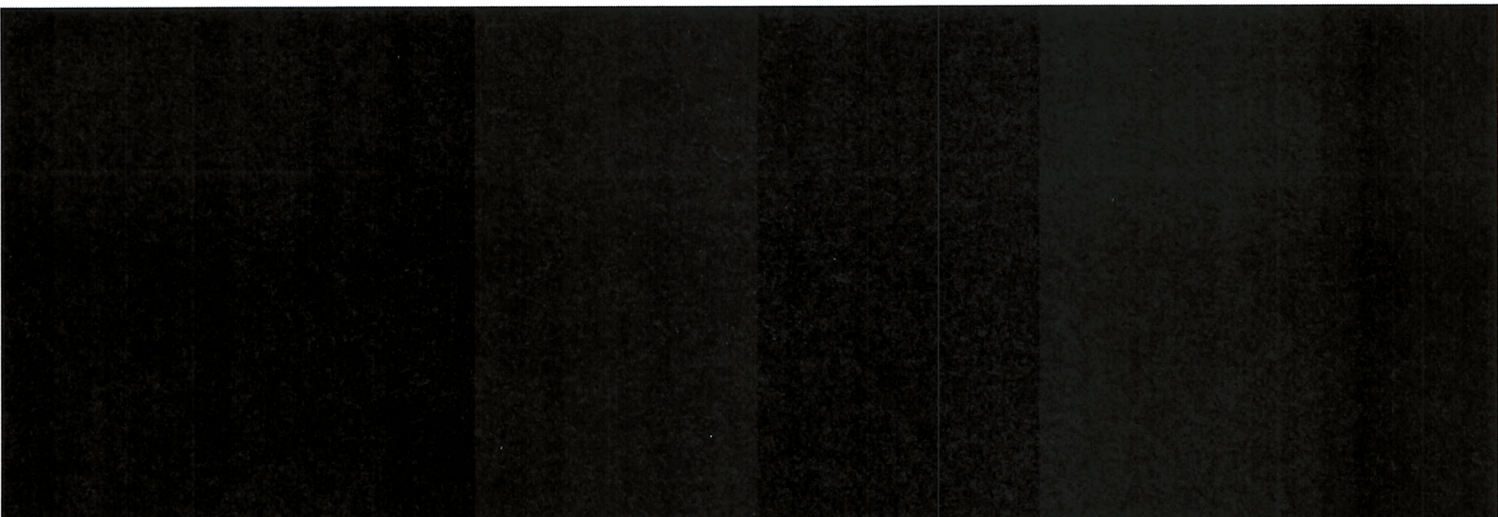
- Materials quoted on the provided on the subsequent pages to this Addenda #2 will be provided by the City for the electrical scope of this project.

ALL ADDENDA/CLARIFICATIONS **MUST** BE ACKNOWLEDGED IN THE PENNBID.NET PROJECT RFI FORM BY INDICATING THE NUMBER OF ADDENDUM ISSUED FOR THIS PROJECT BID.

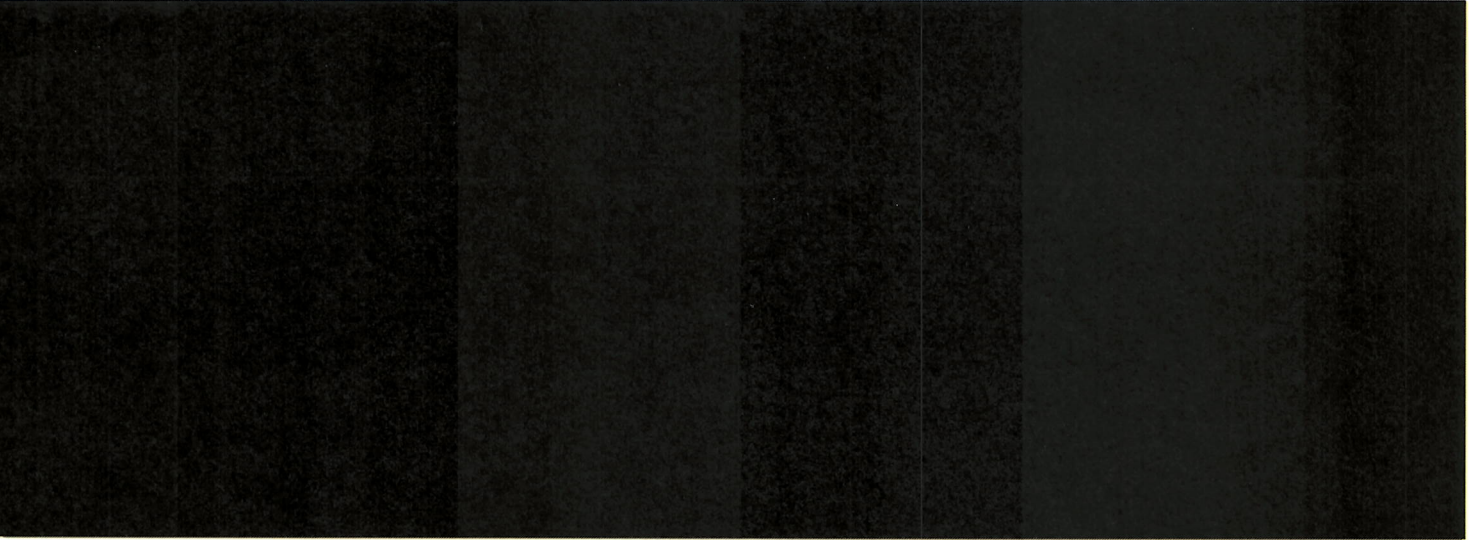
Note: For general inquiries regarding contracting with the City please contact hdgreene@harrisburgpa.gov.



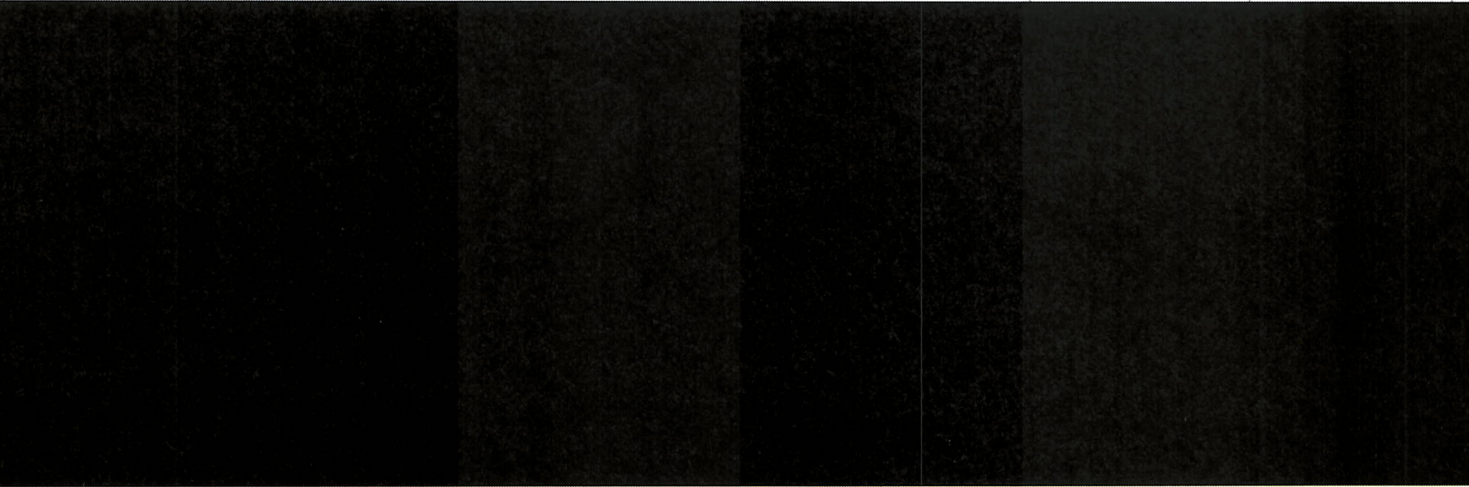
ORDER QTY	DESCRIPTION	UNIT PRICE	NET AMOUNT
150FT	XHHWAL 3/OXHHWALBLACKMR 3/OAWG XHHW-2 STRANDED ALUMINUM CONDUCTOR		
150FT	XHHWAL 6XHHWALGREEN 6AWG XHHW-2 STRANDED ALUMINUM CONDUCTOR		
1000FT	XHHWAL 1XHHWALBLACK 1AWG XHHW-2 STRANDED ALUMINUM CONDUCTOR 1 x 2500ft		
1000FT	XHHWAL 6XHHWALGREEN 6AWG XHHW-2 STRANDED ALUMINUM CONDUCTOR		
150FT	XHHWAL 500MCMXHHWALBLACKMR 500MCM AWG XHHW-2 STRANDED ALUMINUM CONDUCTOR 2500' MASTER REEL		
150FT	XHHWAL 2XHHWALGREEN 2AWG XHHW-2 STRANDED ALUMINUM CONDUCTOR GREEN		
6EA	SYD WIRE_CUT_CHARGE for wire cuts by SYD		
1EA	ECPS PP-484812R 48" X 48" X 12" NEMA3R CT CABINET PPL APPROVED 1200AMP MAX 1PHASE or 3PHASE 208V 240V		
*** Continued on Next Page ***			



ORDER QTY	DESCRIPTION	UNIT PRICE	NET AMOUNT
	3PHASE 480 1200AMP MAX 3PHASE 480Y/277 800AMP MAX GRAY PAINTED FINISH		
3EA	SIEM 4MLKA3A MAIN LUG KIT FOR 400AMP 3PHASE P1 PANELBOARD		
3EA	SIEM P1X42MC400CT 400AMP 120/208VAC 3PHASE 4WIRE (42) CIRCUIT PANELBOARD INTERIOR ONLY COPPER BUS		
3EA	SIEM B68 BACKBOX 20"W X 68"H X 5-3/4"D		
3EA	SIEM S68B 68" SURFACE PANELBOARD TRIM NEMA1		
3EA	SIEM EGK ALUMINUM GROUND BUS ASSEMBLY 44 CONNECTIONS FOR PANELS P1 -P2 -P3		
18EA	SIEM B3100 100AMP 3POLE 240VAC BOLT ON CIRCUIT BREAKER		
72EA	SIEM DFFP1A FILLER 1-IN BRNCH CKT REPLACES DFFP1/QF3		
*** Continued on Next Page ***			



ORDER QTY	DESCRIPTION	UNIT PRICE	NET AMOUNT
4EA	SIEM GF325NRA 400AMP 240VAC 3POLE 4WIRE FUSED SOLID NEUTRAL NEMA3R GENERAL DUTY SAFETY SWITCH		
16EA	SIEM S1836L3150 150AMP MAIN LUG (18)1POLE SPACES (36)CIRCUIT 120/240VAC 3PHASE 4WIRE LOADCENTER ALUMINUM BUS NEMA1 COMBINATION COVER 3 PHASE MAIN LUG		
12EA	MERSEN TR400R 400AMP 250VAC/VDC CLASS RK5 TIME- DELAY CURRENT LIMITING FUSE REJECTION TYPE		
1EA	SG3Y0112BK 120/208V-480V TRANSFORMER 112.5 KVA HAMMOND		



IFB 2023-06 Plumbing and Electrical for Temporary Structure - Proposal Data

Supplier	bidder's firm name:	Enter bidder contact name	Enter contact email	Enter contact phone	Is the bidder a certified MBE or WBE or DBE? If Yes, please attach certification below.	If not a State and/ or Nationally certified for-profit entity would entity like to be recognized by the City of Harrisburg as a "SELF CERTIFIED MWDBE owned for profit- entity?"	If awarded, does the bidder plan to use subcontractors for this contract? If Yes, please submit MWBE Good Faith Form below...	Does the bid include tank system closure by DEP certified individual with UMR certification?
Kcs Electric	ric llc	Kenny Schofield	kenny@kcsaelectricllc.com	717-203-1455	No	No	Yes	No

Scorecard

IFB 2023-06 Plumbing and Electrical for Temporary Structure - Proposal Data

Supplier	The bidder has read all documents, related attachments, and any issued addenda.	If addenda have been issued for this bid enter the total # issued in the field provided [Enter "3" for Addenda #3]. If addenda have NOT been issued for this bid enter ""NONE"" in the field provided.	Does submitted bid price include prevailing wages?	Enter the bidder's company/firm payee name:	Enter bidder contact name	Enter contact email	Enter contact phone	Is the bidder certified MB WBE or DBE? Yes, please certification
Kcs Electric Scorecard Open...	Yes	3	Yes	KCS Electric llc	Kenny Schofield	kenny@kcselectricllc.com	717-203-1455	No

Responses

Success: All data is valid!

Status	#	Description	Unit of Measure	Quantity Required	Unit Price	Total Cost
Success: All values provided	#1-1	Total Base Bid cost per the scope of work defined within the documents	LS	1	\$ 84,491.00	\$ 84,491.00
Basket Total						\$ 84,491.00
Grand Total						\$ 84,491.00