

BOROUGH OF MONROEVILLE
ORDINANCE NO. 275

AN ORDINANCE PROVIDING FOR THE EXECUTION OF AN AGREEMENT BY THE PROPER OFFICERS OF THE BOROUGH OF MONROEVILLE FOR THE BOROUGH OF MONROEVILLE WITH AVNER & SLUTSKY FOR THE ERECTION OF A PUBLIC LIBRARY IN THE BOROUGH AFORESAID.

BE IT ORDAINED AND ENACTED by the Council of the Borough of Monroeville and it is hereby ordained and enacted by the authority of the same.

SECTION 1. The proper officers of the Borough of Monroeville are hereby authorized and directed to enter into an Agreement with the said Avner & Slutsky for the erection of a public library in substantially the following form:

AGREEMENT

THIS AGREEMENT made the 25th day of March, 1961, by and between the BOROUGH OF MONROEVILLE, a municipal corporation situate in Allegheny County, Pennsylvania, hereinafter called "owner",

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AVNER & SLUTSKY, 800 East Diamond Street, Pittsburgh 12, Pennsylvania, hereinafter called "architect".

WITNESSETH THAT:

WHEREAS, the owner intends to erect a public library in the Borough aforesaid hereinafter called "the work".

NOW THEREFORE, the owner and the architect, for the considerations hereinafter named agree as follows:

1. Architect agrees to provide services consisting of the necessary conferences and the preparation of preliminary studies and preliminary plans for said work and a rendering of the proposed structure.

2. In consideration of said preliminary drawings, the owner agrees to pay to the architect the sum of One Thousand (\$1,000.00) Dollars payable upon the completion and submission of the preliminary plans contemplated in paragraph 1 hereof.

3. In the event that the owner should, after the completion of the preliminary work contemplated in paragraphs 1 and 2 herein, proceed to the erection of the work, the owner agrees to retain the architect on the terms and conditions hereinafter set forth.

4. The architect's professional services consist of the preparation of working drawings, specifications, large scale detailed drawings, for architectural, structural, plumbing, heating, electrical and other mechanical work; assistance in the drafting of forms of proposals and contracts; the issuance of certificates of payment; the keeping of accounts, the general administration of the business and supervision of the work.

5. The architect will endeavor, by general supervision, to guard the owner against defects and deficiencies in the work of contractors; but he does not guarantee the performance of their contracts.

6. When requested to do so, the architect will furnish preliminary estimates on the cost of the work but he does not guarantee such estimates.

7. The cost of the work, as herein referred to, means the cost to the owner of the work including any built-in or other fixtures which form a part of the plans prepared by the architect and ordered by him as part of the work, but such cost shall not include any architect fees.

8. When labor or material is furnished by the owner below its market cost, the cost of the work shall be computed upon such market cost

9. In consideration of the hereinabove specified services to be rendered by the architect, the owner agrees to pay a fee of seven (7%) per cent of the cost of the work. It is understood and agreed that the One Thousand (\$1,000.00) Dollars payment contemplated by paragraph 2 herein shall be a part of the seven (7%) per cent fee stated in this paragraph and not in addition thereto.

10. The owner shall, so far as the work under this Agreement may require, furnish the architect with the following information: A complete and accurate survey of the building site, giving the grades and lines of streets, pavements, and adjoining properties; the rights, restrictions, easements, boundaries, and contours of the building site, and full information as to sewer, water, gas and electrical service. The owner is to pay for borings or test pits and for chemical, mechanical, or other tests when required.

The owner shall provide all legal advice and services required for the operation.

11. If the architect is caused extra drafting or other expense due to changes ordered by the owner or due to the delinquency or insolvency of the owner, he shall be equitably paid for such extra expense and the service involved. If any work designed or specified by the architect is abandoned or suspended in whole or in part, the architect is to be paid for the service rendered on account of it to the extent of such services.

12. The payment of the fee contemplated by paragraph 9 herein shall be made in accordance with the following schedule:

After the preliminary drawings have been accepted and the owner has directed the architect to proceed to the preparation of the working drawings, the architect will commence the preparation of the working drawings and will bill the owner monthly for the portion of the working drawings completed each month, so that, upon the completion of the working drawings, the architect will have been paid seventy-five (75%) per cent of the total fee as determined by the estimated cost of the work.

After the working drawings have been accepted, and the job has been bid and the actual cost of the work has been determined and construction commenced, the architect will bill the owner monthly in proportion to the construction completion so that the final payment to the architect, of the total fee, will be made upon the completion of the work and its acceptance by the owner.

13. Drawings and specifications as instruments of service are the property of the architect whether the work for which they are made be executed or not, and are not to be used on other work except by agreement with the architect.

14. The owner and the architect, each binds himself, his partners, successors, legal representatives, and assigns to the other party to this agreement, and to the partners, successors, legal representatives and assigns

of such other party in respect of all covenants of this agreement.

Except as above, neither the owner nor the architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

15. All questions in dispute under this Agreement shall be submitted to arbitration in accordance with the following procedure:

Each party, his heirs, executors, administrators, successors or assigns shall appoint one arbitrator and a third arbitrator shall be chosen by the two arbitrators aforementioned within five days after their appointment. The award of the majority of such arbitrator shall be binding and conclusive upon the parties hereto. The appointment of such arbitrators shall be made within five days after receiving notice from any one of the parties hereto, his heirs, executors, administrators, successors or assigns to make such appointment. The failure of any one of the parties so to appoint an arbitrator shall authorize the party making an appointment to make an appointment for him. If such two arbitrators fail or be unable, within five days, to select a third arbitrator then and in such event, any Judge of the Common Pleas Court of Allegheny County, Pennsylvania, upon application made by any one of the parties hereto for that purpose is authorized and empowered to appoint such additional arbitrator.

16. This agreement shall become binding upon the execution hereof after an ordinance has been enacted by the Borough of Monroeville authorizing its proper officials to enter into this agreement. The owner and the architect hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, they have executed this Agreement the day and year first above written.

ATTEST: S/Arthur H. Curtis Borough of Monroeville
By S/Thomas Harter

ATTEST: S/Franklin S. Malick AVNER & SLUTSKY
By S/Joseph Slutsky

Section 2. Any Ordinance or part of any Ordinance conflicting with the terms of this Ordinance is hereby repealed to the extent of the said conflict.

ORDAINED AND ENACTED into law in Council this 25th day of April, 1961.

S/Thomas Harter
President

ATTEST: Arthur H. Curtis
Secretary

EXAMINED AND APPROVED by me this _____ day of _____, 1961.

Anthony Martin
Burgess