

## ORDINANCE NO. 298

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE PROVIDING FOR THE EXECUTION OF A CONTRACT FOR THE DELIVERY OF APPROXIMATELY 40,000 GALLONS OF E-1 DUST OIL, BY AND BETWEEN THE BOROUGH OF MONROEVILLE AND RUSSELL STANDARD CORPORATION-

BE IT ORDAINED AND ENACTED by the Borough of Monroeville, in Council assembled, 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 to execute a contract with Russell Standard Corporation for the delivery and application of Forty Thousand (40,000) gallons, more or less, of E-1 dust oil, the contract to be in substantially the following form:

A G R E E M E N T

THIS AGREEMENT, MADE AND ENTERED INTO this            day of 1961, by and between the BOROUGH OF MONROEVILLE, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, and situate in Allegheny County, Pennsylvania, hereinafter called "THE BOROUGH",

a n d

RUSSELL STANDARD CORPORATION, a Pennsylvania corporation, having its principal place of business in Irwin, Pennsylvania, hereinafter called "THE CONTRACTOR".

W I T N E S S E T H:

WHEREAS, "THE BOROUGH" advertised for bids for approximately Forty Thousand (40,000) gallons, more or less, of E-1 dust oil delivered and applied on certain streets and highways of the Borough of Monroeville as directed by the Borough Manager; and,

WHEREAS, in response to said advertisement, said Contractor herein submitted a bid; and,

WHEREAS, the bid of the said Contractor is that of the lowest responsible bidder; and,

WHEREAS, it is the desire of "THE BOROUGH" to accept the said bid and enter into a contract for the supplying and applying of the said materials with the said Contractor.

NOW, THEREFORE, BE IT AGREED between the said BOROUGH and the said CONTRACTOR as follows:

1. The advertisement of bids for this contract is incorporated herein as if specifically set forth.
2. The CONTRACTOR agrees to furnish to the BOROUGH approximately Forty Thousand (40,000) gallons of E-1 dust oil and to apply the same to the streets and highways of the Borough of Monroeville as directed by the Borough Manager.
3. The CONTRACTOR agrees to commence application of said E-1

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dust oil within ten (10) days of the execution hereof and to complete the same within thirty (30) days thereafter.

4. The BOROUGH agrees to pay to the CONTRACTOR exactly ten cents (10¢) per gallon of the said E-1 dust oil as delivered and applied upon the streets and highways of the Borough at the direction of the Borough Manager and upon certification of the Borough Manager as to the quantity of the said E-1 dust oil so applied. The BOROUGH shall be entitled to a discount of Two (2%) Per cent of the amount to be paid if the same is paid within fifteen (15) days after certification of the completion of the contract by the Borough Manager.

5. The CONTRACTOR further agrees:

(a) That, in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall be reason of race, creed or color discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.

(b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employe hired for the performance of work under his contract on account of race, creed or color;

(c) That there may be deducted from the amount payable to the CONTRACTOR under this contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and,

(d) That this contract may be cancelled or terminated by the BOROUGH and all money due, or to become due hereunder may be forfeited for a second or any subsequent violation of the terms of conditions of this portion of the contract.

6. The CONTRACTOR further agrees to execute and deliver to the said BOROUGH in addition to any other Bond which may now or may hereafter be required by law to be given in connection with this Contract, an additional bond for the use of any and every person, co-partnership, association or corporation interested, in the sum of not less than Four Thousand and no/100 (\$4,000.00) Dollars, having as surety thereon one or more surety companies legally authorized to do business in this Commonwealth conditioned for the prompt payment of all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material or labor enter into and become component parts of the work or improvement contemplated. Such additional bond shall be deposited with and held by the BOROUGH for the use of any party interested therein. Further, such additional bond shall provide that every person, co-partnership, association or corporation who, whether as subcontractor or otherwise, has furnished material or supplies or performed labor in the prosecution of the work as above provided and who has not been paid therefor, may sue in assumpsit on said additional bond in the name of the BOROUGH for his, their or its use and prosecute the same to final judgment for such sum or sums that may be justly due him, them or it, and

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have execution thereon, provided, however, that the BOROUGH shall not be liable for the payment of any costs or expenses of any such suit.

7. The CONTRACTOR further agrees to furnish a Bond guaranteeing the work to be done under this Contract with sufficient surety in the amount of Four Thousand and no/100 (\$4,000.00) Dollars.

8. The CONTRACTOR herein is an independent contractor and solely responsible for the work and the consequences thereof as a result of this Contract; and he shall protect the work during the construction thereof and is solely responsible therefor, and further agrees to carry workmen's compensation insurance.

ATTESTED hereto and intending to be legally bound hereby the parties hereto have caused this Contract to be executed by the duly authorized officers and their respective corporate seals affixed hereto the day and year first above written.

ATTEST:

THE BOROUGH OF MONROEVILLE

S/A.H.Curtis  
Secretary

By S/  
President of Council

ATTEST:

RUSSELL STANDARD CORPORATION

S/  
Secretary

By S/  
President

SEAL

SECTION 2. Any Ordinance or part of any Ordinance that shall conflict with this Ordinance is hereby repealed to the extent of such conflict.

ORDAINED AND ENACTED this            day of            , 1961.

Attest:

BOROUGH OF MONROEVILLE

S/A.H.Curtis  
Secretary

By S/  
President of Council

Examined and approved by me this 8th day of Sept , 1961

S/Anthony J. Martin  
Burgess