

ORDINANCE NO. 895

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE AUTHORIZING THE APPROPRIATE OFFICIALS OF THE BOROUGH OF MONROEVILLE TO ENTER INTO A CONTRACT FOR THE DEVELOPMENT OF MONROEVILLE PARK.

BE IT ORDAINED and enacted by the Borough of Monroeville, in Council assembled, as follows:

That the appropriate officers of the Borough of Monroeville are hereby authorized to enter a contract with the lowest responsible bidder for the development of the Monroeville Park.

This Ordinance ratifies the awarding of the bid to the lowest responsible bidder. A copy of said contract is attached hereto, made a part hereof and marked Exhibit "A".

ORDAINED AND ENACTED this 12th day of November, 1974.

BOROUGH OF MONROEVILLE

ATTEST:

By S/ George C. Dale  
President of Council

S/ Marshall W. Bond  
Secretary

(SEAL)

EXAMINED AND APPROVED this 14th day of November, 1974.

S/ R. E. Droske  
Mayor

October 28, 1974

MONROEVILLE PARK CONSTRUCTION COSTS  
(Community Park)  
P-500 M #3-4-73-63-9, B.O.R. #42-00216

General Construction

Borock Corporation \$141,515.00

Plumbing Construction

Port Vue Plumbing, Inc. 18,510.00

Electrical Construction

Rome Electric Company, Inc. 11,978.00

\$172,003.00

FUNDING OF CONSTRUCTION

Federal B.O.R. Funds \$ 76,300.00

State P-500 Funds 47,000.00

Monroeville Borough 48,703.00

\$172,003.00

October 28, 1974

MONROEVILLE (COMMUNITY) PARK  
P-500 M #3-4-73-63-9, B.O.R. #42-00216

PROFESSIONAL FEE COSTS

Preliminary Planning and Engineering \$3,432.00

Construction Drawings, Specifications  
and General Supervision

9% of Construction Costs

172,003.00 X 9% 15,480.27

TOTAL PROFESSIONAL FEES \$18,912.27

## THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

# Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a  
**STIPULATED SUM**

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction.  
This document has important legal consequences; consultation with an attorney is encouraged with respect to its  
completion or modification.

**AGREEMENT**

made this **17** day of October in the year of Nineteen  
Hundred and Seventy Four

**BETWEEN**

The Borough of Monroeville, A Body Corporate and Politic  
Under the Laws of the State of Pennsylvania

the Owner, and

Port Vue Plumbing, Inc.  
Having Offices at  
812 Romine Avenue  
Portvue, Pa. 15133

the Contractor.

The Owner and the Contractor agree as set forth below.

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 8.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for  
1-B Mechanical Construction Work, Site Improvement Contract, Monroeville (Community) Park, 500M Project #3-4-73-63-9, B.O.R. #42-00216, Including Alternate "B" (Water Supply to Barn).

*(Insert above the caption descriptive of the Work as used on other Contract Documents.)*

ARTICLE 3

ARCHITECT

The Architect for this Project is Fahringer, McCarty, Gray, Inc.

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced no later than ten (10) days after the receipt of letter to proceed,  
and completed no later than two hundred fifty (250) calendar days after the date of letter to proceed.  
*(Here insert any special provisions for liquidated damages relating to failure to complete on time.)*

Special Conditions, Page 73

Sec. 0006 LIQUIDATED DAMAGES.

As actual damages for any delay in completion of the work which the Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of fifty dollars (\$50.00) as fixed liquidated damages for each calendar day of delay from the above date stipulated for completion, or as modified in accordance with Article 12 entitled, CHANGES IN THE WORK, under GENERAL CONDITIONS, until such is satisfactorily completed and accepted.

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of

*(State here the lump sum amount, unit prices, or both, as desired.)*

Eighteen Thousand Five Hundred Ten Dollars and No Cents (\$18,510.00)

ARTICLE 6

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the twenty second (22nd) day of each month ninety (90) per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety (90) per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, up to the first (1st) day of that month, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety (90) per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

*(Here insert any provisions made for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)*

## FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor sixty (60) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

## ARTICLE 8

## MISCELLANEOUS PROVISIONS

8.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

8.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

*(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)*

8.2.1 Specifications dated October, 1973, consisting of General Conditions, Pages 45 through 48; AIA General Conditions (Twelfth Edition), Pages 49 through 65; Prevailing Minimum Wage Determinations, Serial Number 24792(22); Certification of Wages Paid and Labor Discrimination, Pages 66 through 71; Special Conditions, Pages 73 through 83; and Technical Specifications, Division 2 through Division 16.

8.2.2 Drawings S-1 through S-8, dated October, 1973.  
 Drawing A-1, dated October 17, 1973.  
 Drawing M-1, dated October 17, 1973.  
 Drawing S-1, dated April 22, 1974.

8.2.3 Addendum No. 1, dated May 1, 1974.

8.2.4 Addendum No. 2, dated July 30, 1974.

8.2.5 Addendum No. 3, dated August 8, 1974.

8.2.6 Addendum No. 4, dated August 15, 1974.

8.3 A No-Lien Agreement, filed and recorded in the Recorder's Office, County of Allegheny, Commonwealth of Pennsylvania, shall be signed by the parties to this agreement and be made a part thereof.

This Agreement executed the day and year first written above.

OWNER Borough of Monroeville

CONTRACTOR Port Vue Plumbing, Inc.

Marshall W. Benoit

Paul P. Puchner  
President

Attest:

Karen D. Post

Attest:

Harold C. Grey

Seal:

Seal:



"NO LIEN" AGREEMENT

THIS AGREEMENT made and entered into the 17 day of October, 1974

by and between

THE BOROUGH OF MONROEVILLE - Hereinafter called the OWNER,

and

Port Vue Plumbing, Inc.  
812 Romine Avenue  
Portvue, Pa. 15133

- Hereinafter called the CONTRACTOR,

WHEREAS, simultaneously with the execution of this agreement a contract in writing was entered into between the parties for the furnishing of labor, tools, equipment, and other material for various site improvements on the premises known as 1-B Mechanical Construction Work, Site Improvement Contract, Monroeville (Community) Park, 500M Project #3-4-73-63-9, B.O.R. #42-00216, Including Alternate "B" (Water Supply to Barn).

NOW THEREFORE, these presents confirm and certify that the said contract above referred to contains as a material part thereof the following NO LIEN article to wit:

"The Contractor covenants and agrees that he will not at any time suffer or permit any lien, attachment or other encumbrance, under any law of the State or otherwise, by any person or persons, whomsoever, to be put or remain on the building or premises into or upon which any work is done or materials are furnished under this contract for such work or materials, or by reason of any other claim or demand against the Contractor, and that he will not put any materials on said building to which he has not obtained absolute title; and that any such lien, attachments, or other encumbrance, or claims of a third party, until it is removed, shall preclude any and all claim or demand for any payment whatever under or by virtue of this contract, and in the event that same is not removed, the Owner may remove the same at the expense, including legal fees, of the Contractor. The Contractor agrees to waive and does hereby waive and relinquish all rights to a lien upon the real estate hereinabove described and the building to be erected thereon in accordance with the terms of this Contract; and the Contractor expressly agrees that no lien shall attach to the real estate, building, structure, or any other improvement of the Owner either on behalf of the Contractor herein or in behalf of the Sub-contractors, mechanics, journeymen, laborers, materialmen, or persons performing labor upon or furnishing materials and machinery for such

property or improvement of said Owner and the Contractor does hereby expressly waive all rights to any such lien under the laws of the Commonwealth of Pennsylvania for and on behalf of themselves and all other such persons furnishing labor and materials as aforesaid in any form or manner whatsoever for the erection, construction, and completion of said building; and it is further agreed that this contract may be filed and recorded in the Recorder's Office of Allegheny County, Commonwealth of Pennsylvania, and that the filing and recording of same shall be constructive notice of its contents and of this waiver of said lien to all parties or persons whomsoever."

IN WITNESS WHEREOF the parties hereto have set their hands and seal on the day and year first above written.

OWNER: BOROUGH OF MONROEVILLE CONTRACTOR: PORT VUE PLUMBING, INC.

*Mark W. B...*

*Karen R. Ross*

ATTEST:

*Paul D. ...*

President

*David C. ...*

ATTEST:

SEAL:

SEAL:



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FINAL PAYMENT

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OWNER Borough of Monroeville

CONTRACTOR Port Vue Plumbing, Inc.

Marshall W. Bird

Paul P. ...  
President

Attest: Karen A. Post

Attest: Harold C. Grey

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property or improvement of said Owner and the Contractor does hereby expressly waive all rights to any such lien under the laws of the Commonwealth of Pennsylvania for and on behalf of themselves and all other such persons furnishing labor and materials as aforesaid in any form or manner whatsoever for the erection, construction, and completion of said building; and it is further agreed that this contract may be filed and recorded in the Recorder's Office of Allegheny County, Commonwealth of Pennsylvania, and that the filing and recording of same shall be constructive notice of its contents and of this waiver of said lien to all parties or persons whomsoever."

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OWNER: BOROUGH OF MONROEVILLE

CONTRACTOR: PORT VUE PLUMBING, INC.

Marshall W. Bove

Paul Perhoffer  
President

ATTEST:

Waven R. Post

ATTEST:

Harold C. Grey

SEAL:

SEAL:

