

ORDINANCE NO. 915

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE AUTHORIZING THE APPROPRIATE OFFICIALS TO ENTER, EXECUTE AND RATIFY AN AGREEMENT WITH TURTLE CREEK VALLEY COUNCIL OF GOVERNMENTS, INC., FOR VARIOUS IMPROVEMENTS TO OVERLOOK PARK

BE IT ORDAINED AND ENACTED by the Borough of Monroeville, in Council assembled, as follows:

Section I. That the appropriate officials of the Borough of Monroeville are hereby authorized to enter, execute and ratify an agreement with the Turtle Creek Valley Council of Governments, Inc. for various improvements to Overlook Park, a copy of said agreement is attached hereto, made a part hereof and marked Exhibit "A".

ORDAINED AND ENACTED this 11th day of February, 1975.

ATTEST:

BOROUGH OF MONROEVILLE

S/ Marshall W. Bond

Secretary

By S/ George C. Dale
President of Council

(SEAL)

EXAMINED AND APPROVED this 12th day of February, 1975.

S/ R. E. Droske
Mayor

AMENDED AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of November, 1974, effective June 1, 1973, by and between the COUNTY OF ALLEGHENY, a political subdivision of the Commonwealth of Pennsylvania, acting as the COUNTY DEMONSTRATION AGENCY, an agency existing under the Demonstration Cities and Metropolitan Development Act of 1966, Title I, as amended, P.L. 89-754, 80 STAT. 1225, hereinafter referred to as "CDA", through the Allegheny County Turtle Creek Valley Model Cities Agency,

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TURTLE CREEK VALLEY COUNCIL OF GOVERNMENTS, INC., a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal place of business at 407 Howard Street, East Pittsburgh, Allegheny County, Pennsylvania, hereinafter called "Council."

W I T N E S S E T H:

WHEREAS, the parties hereto, under date of June 20, 1974, entered into Agreement No. 11338-A, Contract No. 3198, which became effective June 1, 1973; and

WHEREAS, the parties hereto desire to amend Agreement No. 11338-A, Contract No. 3198, as set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto that Agreement No. 11338-A, Contract No. 3198, be changed in the following manner:

1. Paragraph 1, titled "Compensation", which appears on pages 1 and 2 of said Agreement shall be deleted, and in lieu thereof, the following language shall be substituted:

"1. Compensation - The CDA agrees to pay Council for the services to be rendered under the terms of this Agreement, which are set forth in Appendix I attached hereto and specifically made part hereof, as follows:

Phase I - A sum not to exceed FOUR HUNDRED FORTY-ONE THOUSAND NINE HUNDRED (\$441,900.00) DOLLARS.

Phase II - No phase II monies will be expended under the terms of this Agreement.

Phase III - A sum not to exceed EIGHTY-EIGHT THOUSAND (\$88,000.00) DOLLARS.

Said compensation shall be paid upon certification by Director to, and acceptance by, the Board of County Commissioners of Allegheny County.

Any and all payments made to Council pursuant to this Agreement are contingent on the receipt by the CDA of Federal or State funds applicable to the project as defined herein. It is specifically understood and agreed by Council that CDA shall not be obligated to pay any monies to Council hereunder and hereinafter in the event that such Federal or State funds are, for any reason, terminated or withheld from the CDA or otherwise not forthcoming, including, but not limited to, presently committed funds or future funds contemplated for any subsequent phase or parts thereof, under and pursuant to this Agreement. In the event that said funds are terminated or withheld from the CDA, or otherwise not forthcoming, Council agrees to

SCOPE OF SERVICES

PHASE I - The services to be performed by Agency, more specifically described in Exhibit "A", hereof shall commence upon the effective date of this Agreement, and shall terminate upon the expenditure of all Phase I funds.

It is specifically agreed between the parties hereto that Agency shall perform those services referred to in subsequent phases hereof, only after receipt of a written Notice to Proceed from Director, or his duly authorized representative.

PHASE III The services set forth in Exhibit "A" hereof shall commence upon the date set forth in the above-described Notice to Proceed, and shall terminate upon the expenditure of all Phase III funds, but in no event later than June 30, 1975.

The Turtle Creek Valley Council of Governments, Inc., shall be the recipient of matching funds from the Department of Community Affairs Project 500 of the Commonwealth of Pennsylvania and from the Allegheny County Demonstration Agency. The Turtle Creek Valley Council of Governments, Inc., shall be responsible for the planning, development, and construction work on the following recreational sites:

1. Rankin Athletic Field
Ohio Street
Borough of Rankin, Pennsylvania 15104
 - a. Site Survey
 - b. Preliminary design - planning:
 1. Topsoil stripping
 2. Mass excavation
 3. Site drainage
 4. Goal Post removal
 5. Grand Stand removal
 - c. Development Stage:
 1. Pavement and curbs
 2. Fencing and gates
 3. Painting
 4. Benches and bleachers
 5. Water fountain
 6. Renovation of existing building
 7. Lawns and planting of shrubbery
 - d. Facilities:
 1. Shuffleboard court
 2. Horseshoe court
 3. "Tot Lot" area
 4. Basketball court
 5. Baseball backstop
 6. Shelters
 7. Paddle tennis court
 8. Miniature golf course
 9. Lighting facilities

2. Westinghouse Memorial Field
Westinghouse Avenue
Borough of Wilmerding, Pennsylvania 15148

- a. Site Survey
- b. Preliminary design - planning:

- 1. Topsoil stripping
- 2. Mass excavation
- 3. Site drainage
- 4. Goal post removal

- c. Development Stage:

- 1. Pavement and curbs
- 2. Fencing and gates
- 3. Painting

- d. Facilities:

- 1. Basketball court
- 2. Tennis court
- 3. Handball court
- 4. "Tot Lot" area
- 5. Picnic area
- 6. Picnic shelter
- 7. Lighting

3. Keith School Field
Tintzman Avenue
North Versailles Township, Pennsylvania 15137

- a. Site Survey
- b. Preliminary design - planning:

- 1. Topsoil stripping
- 2. Mass excavation
- 3. Site drainage

- c. Developmental Stage:

- 1. Pavement and curbs
- 2. Fencing and gates
- 3. Painting
- 4. Benches and bleachers
- 5. Water fountain
- 6. Lawns and planting of shrubbery

- d. Facilities:

- 1. Shuffleboard court
- 2. Horseshoe court
- 3. "Tot Lot" area
- 4. Basketball court

5. Baseball backstop
6. Shelters
7. Paddle Tennis court
8. Miniature golf course
9. Lighting facilities

4. Quarry Field

Main Street

Borough of East Pittsburgh, Pennsylvania 15112

- a. Site survey
- b. Preliminary design - planning:
 1. Topsoil stripping
 2. Mass excavation
 3. Site drainage
- c. Development stage:
 1. Pavement and curbs
 2. Fencing and gates
 3. Painting
 4. Benches and bleachers
 5. Water fountain
 6. Lawns and planting of shrubbery
 7. Parking area
- d. Facilities:
 1. Baseball Field
 2. Tennis courts (2)
 3. Shelters - refreshment stand and storage
 4. Lighting
 5. Rest and Spectators area

NOTE: Architect fees for the above-mentioned projects not to exceed 10% of the total contract cost.

The Turtle Creek Valley Council of Governments, Inc., shall also be responsible for the planning, development and construction work on the following recreational sites, which are to be funded solely by CDA:

5. Pitcairn Park

Borough of Pitcairn

- a. Final design - planning:
 1. Topsoil stripping
 2. Mass excavation
 3. Site drainage
- b. Development State:
 1. Pavement and curbs
 2. Fencing and gates
 3. Painting
 4. Landscaping

c. Facilities:

1. Community meeting building
2. Baseball field
3. Tennis court
4. Basketball court

6. Overlook Park
Borough of Monroeville

1. Paving of existing parking lot
2. Paving of walks, earthwork, planting and storm drainage
3. Construction of Tennis Court
4. Installation of drinking fountain
5. Installation of Acrylic surface for tennis and basketball courts
6. Drainage structures for soil erosion plan, to include: inlet pipe, endwall and rocklined swale
7. Lookout shelter
8. Landscape planting
9. Cushioned surface for all sand play areas