

BOROUGH OF MONROEVILLE

ORDINANCE NO. 200

AN ORDINANCE PROVIDING FOR THE EXECUTION OF A CONTRACT BY THE PROPER OFFICERS OF THE BOROUGH OF MONROEVILLE FOR THE BOROUGH OF MONROEVILLE WITH KAUCHACK BROTHERS, INC., FOR THE CONSTRUCTION OF A SEWER LINE ON THE SOUTHERLY SIDE OF ALVA WAY FOR A DISTANCE OF ONE THOUSAND SIX HUNDRED TWENTY-NINE FEET FROM MANHOLE NO. 43 TO MANHOLE NO. 49A IN SANITARY SEWER AREA "D", SECTION VII.

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 that:

SECTION 1. Upon the opening of bids, for the sewerage of Alva Way for a distance of one thousand six hundred twenty-nine (1,629) feet from manhole No. 43 to manhole No. 49A in sanitary sewer area "D", section VII, it appeared that the lowest responsible bidder for the doing of this work was Kauchack Brothers, Inc.

SECTION 2. The proper officers of the Borough are hereby authorized and directed to enter into a contract with the said Kauchack Brothers, Inc., for the sewerage aforesaid in a form substantially as follows:

CONTRACT

THIS AGREEMENT made and concluded this day of by and between the BOROUGH OF MONROEVILLE, a municipal corporation existing under the laws of the Commonwealth of Pennsylvania, situate in Allegheny County, Pennsylvania, party of the first part hereinafter referred to as Borough,

AND

KAUCHACK BROTHERS, INC., a Pennsylvania corporation, having its principle place of business at 885 Patton Street Extension, Wilmerding, Allegheny County, Pennsylvania, party of the second part hereinafter referred to as Contractor.

WITNESSETH:

That for and in consideration of the payments and agreements to be made and performed by the said Borough and the said Contractor, said Contractor will, at its own proper cost and expense and with skill and diligence, construct and meet all work included in a contract for the sewerage of the southerly side of Alva Way for a distance of one thousand six hundred twenty-nine (1,629) feet from manhole No. 43 to manhole No. 49A in sanitary sewer area "D", section VII, in accordance with the specifications on file in the office of the Borough of Monroeville and in accordance with the plan of Thompson Survey Service No. E 603-17 and under the condition and at the prices set forth in the Contractor's bid on file in the office of the Borough of Monroeville.

And the said Contractor agrees to receive the prices stated in the bid in full compensation for furnishing material and labor in moving materials and executing all the work contemplated in this contract; the said Contractor, for such consideration, shall be responsible for all loss or damage arising out of the nature of the work, aforesaid, or from any action of the elements; or from any unforeseen obstruction or difficulties which may be encountered of every description connected with the work, and furnishing materials, until its final completion and acceptance.

The work on the site is to be commenced upon the execution of this agreement and to be diligently prosecuted to completion within calendar days.

To prevent all disputes and litigations, it is agreed by and between the parties to this contract that the Engineer shall, in all cases, determine the quality and quantity of the several kinds of work and the materials which are to be paid for under this contract, and he shall determine all questions in relation to lines, levels and dimensions of the work, and as to the interpretation of the plans and specifications. The term "Engineer" shall mean Pride Engineering Associates, Inc., Glenshaw, Pennsylvania.

The contract documents shall consist of the following:

- 1. Contractor's bid.
- 2. This agreement.
- 3. Performance Bond, - \$17,000.00.
- 4. Labor and materialmens bond - \$17,000.00.
- 5. Specifications.
- 6. Drawings.
- 7. Addenda (if any).

This agreement together with these documents from the contract and they are as fully a part of the contract as if hereto attached or herein repeated.

The Contractor and the Borough for themselves, their successors and assigns hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, each of the parties, hereto, have caused this agreement to be executed on its behalf by its proper officers and seals having been authorized to do so at a regular directors and council meetings at which full quorums were present.

ATTEST:

BOROUGH OF MONROEVILLE

Arthur H. Curtis
Secretary

s/ Thomas Harter
President of Council

ATTEST:

Katherine Kauchack
 Sec. & Treas.
 Kauchack Brother, Inc.

KAUCHACK BROTHERS, INC.

By John Kauchack
 President

SECTION 3. Before the aforesaid contract shall be executed, the said Kauchack Brothers, Inc., shall have filed with the Borough Secretary a performance bond in the amount of \$163,500.00, a labor and materialmens bond in the statutory amount and certificates of insurance in the minimum of \$100,000.00. \$300,000.00 for fpersonal injury, \$25,000.00 property damage and Workmen's Compensation liability.

SECTION 4. Any ordinance or part of any ordinance that shall conflict with this ordinance is hereby repealed to the extent of the said conflict.

Ordained and enacted into law in Council this 19th day of May, 1960.

BOROUGH OF MONROEVILLE

ATTEST:

Arthur H. Curtis
 Secretary

s/ Thomas Harter
 President of Council

Examined and approved by me this 19th day of May, 1960.

Anthony J. Martin
 Burgess