

ORDINANCE NO. 705

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE AUTHORIZING AND DIRECTING THE CONSTRUCTION OF TRAFFIC SIGNALS ON BUSINESS ROUTE 22 AT THE ZAYRE DEPARTMENT STORE AND AUTHORIZING THE EXECUTION OF CONTRACT NO. 69-TS-1 FOR THE CONSTRUCTION OF SUCH SIGNALS

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

Section 1. That traffic signals be constructed by the Borough of Monroeville on business Route 22 at the Zayre Department Store shopping center in accordance with plans and specifications therefor known as Contract No. 69-TS-1, Location No. 3.

Section 2. In the opening of bids for the construction of the said traffic signals, it appeared that the lowest responsible bidder therefor was Lightning Electric Company, whose total bid based on Corten poles was \$15,570.00.

Section 3. The proper officials of the Borough are hereby authorized and directed to enter into a contract with Lightning Electric Company for the construction under said Contract No. 69-TS-1, Location No. 3, for the sum of \$15,570.00, upon the condition that Zayre of Monroeville, Inc., execute the contract authorized by Resolution No. 70-33 and a copy attached thereto, and marked Exhibit "A". Upon the execution of the said contract, said Contractor shall file with the Borough Engineer a performance bond, labor and materials bond, maintenance bond and certificates of insurance as required by the said contract.

ORDAINED in Council this 8th day of September, 1970.

ATTEST:

BOROUGH OF MONROEVILLE

S/ Carrol F. Pickens  
Secretary

By S/ George C. Dale  
President of Council

EXAMINED AND APPROVED this 11th day of September, 1970.

S/ John J. Duncan  
Mayor

Entered in Legal Book November 30, 1970.

Exhibit "A"

THIS AGREEMENT

MADE this 25th day of November, 1970, by and between the BOROUGH OF MONROEVILLE, a Municipal Corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter called "THE BOROUGH",

A N D

ZAYRE OF MONROEVILLE, INC., a Corporation authorized to do business in the Commonwealth of Pennsylvania, hereinafter called "ZAYRE",

WITNESSETH:

WHEREAS, ZAYRE is a tenant in a shopping center known as Country Gardens Shopping Center, in the Borough of Monroeville, Allegheny County, Pennsylvania, hereinafter referred to as the "CENTER"; and

WHEREAS, ZAYRE occupies land in the CENTER, located on the North Side of U. S. Route 22, in the Borough of Monroeville, Allegheny County, Pennsylvania, and along with others similarly situated, has asked THE BOROUGH to construct a traffic light on said Route 22 opposite their lands in order to control the flow of traffic and allow for safe and orderly egress and ingress of traffic to the said lands; and

WHEREAS, THE BOROUGH desires ZAYRE to pay certain sums on account of the cost of said traffic light,

NOW, THEREFORE, the parties hereto, for themselves, their administrators, successors and assigns, with the express intent of being legally bound hereby, covenant and agree as follows:

1. THE BOROUGH shall design, procure bids and install a traffic light on U.S. Route 22 in the Borough of Monroeville, Allegheny County, Pennsylvania, so situated as to control traffic ingress and egress to the CENTER, and to the lands of Kelly & Cohen, Inc., and Johnny Garneau's Restaurants of Pittsburgh, Inc., the latter located upon the South Side of U. S. Route 22.

2. As payment to THE BOROUGH in full for all work to be done hereunder, ZAYRE shall deposit the sum of EIGHTEEN THOUSAND <sup>FIVE HUNDRED</sup> / (\$18,500.00) DOLLARS in an escrow account, and said funds shall be used to pay for all costs of engineering, letting out of bids for said traffic light, installation of said traffic light, and traffic light equipment. It is understood and agreed that the maximum contribution of ZAYRE as above-described shall be EIGHTEEN THOUSAND <sup>FIVE HUNDRED</sup> / (\$18,500.00) DOLLARS, and in the event that the total cost of the work to be paid for by ZAYRE as set forth in this paragraph shall be less than EIGHTEEN THOUSAND <sup>FIVE HUNDRED</sup> / (\$18,500.00) DOLLARS, there shall be refunded to ZAYRE an amount equal to the difference between EIGHTEEN THOUSAND <sup>FIVE HUNDRED</sup> / (\$18,500.00) DOLLARS and the total cost of said work.

3. Said funds shall be held in escrow by the Pittsburgh National Bank, Monroeville Branch.

4. It is understood and agreed that if bids are not awarded for all phases of work to be done hereunder within ONE HUNDRED TWENTY (120) DAYS of the date of this Agreement, ZAYRE shall have the right to cancel this Agreement, and said Agreement shall become null, void and of no force and effect whatsoever, and neither party shall in any way be liable to the other.

5. The plans for the hereinabove mentioned traffic signal are attached to this contract as Exhibit "A" and made part hereof. All site work shall be completed as shown on Exhibit "A" prior to the completion of the traffic signal installation and shall be accomplished by ZAYRE in cooperation with the other benefiting property owners who have so obligated themselves to site completion by executing Exhibit "A" attached hereto.

6. The BOROUGH shall provide certificates of public liability insurance under its own general public liability policies and shall require the contractor retained by the BOROUGH to carry such public liability insurance as is generally required in contracts for traffic signal installation.

7. This Agreement constitutes the complete understanding of the parties hereto and any changes, alterations or modifications of this Agreement shall be of no force or effect whatsoever unless the same be reduced to writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

ZAYRE OF MONROEVILLE, INC.

S/ Norman Lenox  
Ass't. Secretary

By S/ Milton L. Levy  
Vice-President

(SEAL)

ATTEST:

BOROUGH OF MONROEVILLE

S/ Carrol F. Pickens  
Secretary

By S/ John J. Duncan  
Mayor

By S/ George C. Dale  
President of Council

(SEAL)

Entered in Legal Book November 30, 1970.