

ORDINANCE NO. 133

AN ORDINANCE OF THE BOARD OF MEMORVILLS APPROVING THE
APPROPRIATE OFFICERS TO ENTER AND EXECUTE A CONTRACT FOR
THE DEVELOPMENT OF MEMORVILL PARK

BE IT ORDAINED and enacted by the Board of Memorvills, in Council
assembled, as follows:

That the appropriate officers of the Board of Memorvills
are hereby authorized to enter and execute a contract pro-
viding for the development of Memorvill Park. A copy of
said contract is attached hereto, made a part hereof and
marked Exhibit "A".

ORDAINED AND ENACTED this 13th day of August, 1974.

ATTEST:

COUNCIL OF MEMORVILLS

S/ Marshall W. Bond
Secretary

S/ George G. Dale
President of Council

EXAMINED AND APPROVED this 13th day of August, 1974.

S/ P. R. Dreyer
Mayor

Entered in Legal Book August 23, 1974

THE AMERICAN INSTITUTE OF ARCHITECTS



IAA 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 IAA Document A101, 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 _____ day of August, _____ in the year of Nineteen
Hundred and Seventy Four

BETWEEN

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

the Owner, and

AM Construction, Inc.,
P.O. Box 89054
Pittsburgh, Pennsylvania 15221

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

I-A General Construction Work, Site Improvement Contract, Longwood Park, 500 M Project #3-4-73-63-4, BOR #42-00219.

(As it shows the exact description of the Work as used on other Contract Documents)

ARTICLE 3

ARCHITECT

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

ARTICLE 4

TIME OF COMPLETION 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 one hundred eighty (180) calendar days after the date of letter to *(Also insert any special provisions for liquidated damages relating to failure to complete on time.)*

proceed, except that additional time will be permitted for planting only - not to exceed three hundred sixty five (365) consecutive calendar days.

Special Conditions, Page 71

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.

ARTICLE 5

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.)

One Hundred Thirty Three Thousand Six Hundred Dollars and No Cents (\$133,600.00)

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 holding or retaining the amount retained after the Work reaches a certain stage of completion.)

ARTICLE 7

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 June, 1973, consisting of General Conditions, Pages 43 through 46, AIA General Conditions (Twelfth Edition), Pages 47 through 63, Prevailing Minimum Wage Determinations, Serial Number 23700(22), Certification of Wages Paid and Labor Discrimination, Pages 64 through 69, Special Conditions, Pages 70 through 81, and Technical Specifications, Divisions 2 through 15.

8.2.2 Drawings dated December 15, 1972 and revised March 6, 1974, consisting of Drawings Numbered S-1 through S-5 and S-5A.

8.2.3 Addendum No. 1, dated April 12, 1974.

8.2.4 Addendum No. 2, dated April 17, 1974.

8.2.5 Addendum No. 3, dated June 21, 1974.

8.2.6 Addendum No. 4, dated July 1, 1974.

8.2.7 Addendum No. 5, dated July 2, 1974.

8.2.8 Addendum No. 6, dated July 6, 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 ABI Construction, Inc.



President

Attest:

Attest:



Secretary

Seal:

Seal:

"NO LIEN" AGREEMENT

THIS AGREEMENT made and entered into the _____ day of _____, 1979

by and between

THE BOROUGH OF MONROEVILLE - Hereinafter called the OWNER,

and

ABI Construction, Inc., P.O. Box 86054, Pittsburgh, Pennsylvania 15221
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

I-A General Construction Work, Site Improvement Contract, Evergreen Park, 500 M Project #3-4-73-63-4, BOR #42-00219.

NOW THEREFORE, these parties 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 whatsoever under or by virtue of this contract, and in the event that same is not removed, the Owner may recover the sum of 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 whatsoever."

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: ABI CONSTRUCTION, LLC

[Signature]

[Signature]

President

ATTEST:

ATTEST:

[Signature]

[Signature]

Secretary

SEAL:

SEAL: