

ORDINANCE NO. 914

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE AUTHORIZING THE APPROPRIATE OFFICIALS TO ENTER, EXECUTE AND RATIFY AN AGREEMENT WITH THE TURTLE CREEK VALLEY COUNCIL OF GOVERNMENTS, INC., FOR WATER LINES AND FIRE PROTECTION UPGRADE IN THE MONROEVILLE BOROUGH'S MODEL NEIGHBORHOOD AREAS KNOWN AS ADDERLY AND BOYD HILL

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

Section 1. 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 for water lines and fire protection upgrade in the Monroeville Borough's Model Neighborhood areas known as Adderly and Boyd Hill, 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

Exhibit "A"

CONTRACT #2977 - AGREEMENT #11234 - MUNICIPAL PUBLIC WORKS CONTRACT MONROEVILLE WATER MAIN

A G R E E M E N T

This Agreement, made and entered into this day of, 1974, and made effective the day of , 1974, by and between the Turtle Creek Valley Council of Governments, Inc., a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania and having its principle place of business at 407 Howard Street, East Pittsburgh, Pennsylvania, hereinafter referred to as "TCVCOG", and the Borough of Monroeville, a corporation organized under the laws of the Commonwealth of Pennsylvania and having its principal place of business at 2700 Monroeville Boulevard, Monroeville, Pennsylvania, hereinafter referred to as Borough.

WITNESSETH

WHEREAS, the Allegheny County Demonstration Agency, hereinafter referred to as "ACDA," has entered into a contract with TCVCOG for construction of water mains in the Adderly and Boyd Hill sections of the Borough, said construction to be under the direction, supervision, and control of the Director of the Allegheny County Demonstration Agency; and

WHEREAS, TCVCOG desires to subcontract with Borough for construction of water mains in the Adderly and Boyd Hill sections of the Borough, said construction to be under the review of the TCVCOG Executive Director;

NOW, THEREFORE, the parties, intending to be bound legally hereby, agree and covenant as follows:

1. TCVCOG hereby does engage the services of the Borough under the review of the Executive Director of TCVCOG; and Borough hereby agrees to render the services set forth herein, and to devote the expert skill of its personnel thereto to the best of their ability.
2. Borough agrees in particular to perform those services set forth in Appendix I, entitled "Scope of Services," attached hereto and specifically made a part hereof.
3. Borough agrees to comply with the provisions of Appendix II, entitled "Standard Supplementary Provisions Reflecting Basic Requirements Concerning Expenditure of Allegheny County Demonstration Agency Funds," attached hereto and specifically made part hereof.
4. Borough agrees that when contract grant funds are used in whole or in part for purchase or construction (including rehabilitation) of property (other than office equipment, supplies, materials, and other personal property used for the administration of the project), title to said property shall not be transferred for a period of five years from the date of purchase or completion of construction without the approval of TCVCOG.
5. Borough agrees all construction contracts with private sector entities made possible by or resulting from this Agreement shall include all necessary and applicable Federal labor standards.

6. Borough agrees to commence the services as soon as practicable following the effective date of this Agreement and to complete said services no later than June 30, 1975.
7. Borough agrees that all field supervision and field inspection shall be the sole responsibility of the Borough.
8. TCVCOG agrees to pay Borough a sum not to exceed \$40,000 for the services to be performed, said payment subject to receipt of grant funds for this purpose from ACDA.
9. The parties agree that this Agreement may be amended by mutual consent, with ACDA approval when required.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

TURTLE CREEK VALLEY COUNCIL OF GOVERNMENTS, INC.

Secretary

BY: _____

Executive director

ATTEST:

BOROUGH OF MONROEVILLE

S/ Marshall W. Bond

TITLE

BY: S/ George C. Dale

TITLE

(SEAL)

APPENDIX I

SCOPE OF SERVICES

PROJECT IV.

The Agency agrees to be responsible for the performance of the following services in connection with the construction of WATER MAINS IN THE ADDERLY SECTION OF MONROEVILLE BOROUGH, Allegheny County, Pennsylvania:

- A. The examination of existing maps, consultation with municipal and utility representatives; and conducting of field surveys to determine the exact location of the proposed water mains;
- B. The obtaining of all permits required by Federal, State or local law for the construction of the aforesaid water mains;
- C. The preparation of drawings;
- D. The preparation of specifications;
- E. The preparation of plans;
- F. The preparation of bid documents and other materials leading to the initiation of invitation to bid;
- G. The checking and approval of samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment, and other data which the contractor is required to submit;
- H. The certification of all construction work made possible by or resulting from this Agreement;
- I. All specifications, drawings, plans and related documents shall be on file and subject to public inspection in the office of the Borough Engineer of the Borough of Monroeville.
- J. The awarding of a contract and/or contracts in accordance with the laws of the Commonwealth of Pennsylvania.

The compensation to be paid for the above services shall not exceed the sum of \$15,000.00*.

*Payable from Second Action Year Federal Supplemental Funds

PROJECT V.

The Agency agrees to be responsible for the performance of the following services in connection with the construction of WATER MAINS IN THE BOYD HILL SECTION OF MONROEVILLE BOROUGH, Allegheny County, Pennsylvania:

- A. The examination of existing maps, consultation with municipal and utility representatives; and conducting of field surveys to determine the exact location of the proposed water mains;
- B. The obtaining of all permits required by Federal, State or local law for the construction of the aforesaid water mains;
- C. The preparation of drawings;
- D. The preparation of specifications;
- E. The preparation of plans;
- F. The preparation of bid documents and other materials leading to the initiation of invitation to bid;
- G. The checking and approval of samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment, and other data which the contractor is required to submit;
- H. The certification of all construction work made possible by or resulting from this Agreement;
- I. All specifications, drawings, plans and related documents shall be on file and subject to public inspection in the office of the Borough Engineer of the Borough of Monroeville.
- J. The awarding of a contract and/or contracts in accordance with the laws of the Commonwealth of Pennsylvania.

The compensation to be paid for the above services shall not exceed the sum of \$25,000.00.*

*Payable from Second Action Year Federal Supplemental Funds

APPENDIX II

STANDARD SUPPLEMENTARY PROVISIONS REFLECTING BASE REQUIREMENTS CONCERNING EXPENDITURE OF ALLEGHENY COUNTY/COUNTY DEMONSTRATION AGENCY FUNDS

BOROUGH agrees to comply with the following provisions:

- 1. Except as otherwise authorized by TCVCOG, records pertaining to this Agreement shall be maintained for a period of three years after receipt of the final payment under this Agreement.
- 2. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

3. All documents pertaining to this Agreement shall be made available during regular business hours to representatives of TCVCOG, the Department of Housing and Urban Development (HUD) or the Comptroller General of the United States for examination and/or audit.
4. Unearned payments under this Agreement may be suspended or terminated upon refusal to accept and additional condition that may be imposed by HUD at any time, or if the grant to the Allegheny County/County Demonstration Agency under Title I of the Cities and Metropolitan Development Act of 1966 is suspended or terminated.
5. The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the program, has any personal financial interest, either direct or indirect, in this contract. The Contractor further covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the Model Neighborhood Area or any parcels therein, which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this contract, no person having any conflicting interest will be employed. Any interest on the part of the Contractor or his employees must be disclosed to the AC/CDA and TCVCOG. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for the employment of and participation by residents of the Area.
6. In all work made possible by or resulting from this Agreement, affirmative action will be taken to ensure that residents of the Area are given maximum opportunities for training and employment, and that business concerns located in or owned in substantial part of residents of the TCVCOG Area are to the greatest extent feasible, awarded contracts.
7. In all hiring or employment made possible by or resulting from this Agreement:
 - (a) There will be no discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin; and
 - (b) Affirmative action will be taken to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, color, religion, sex or national origin.

This requirement shall apply to, but not be limited, to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. There shall be posting in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this clause. All solicitations or advertisements for employment shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

No person in the United States shall, on the ground of race, color, religion, sex or national origin, be excluded from participating in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. The parties to this Agreement will comply with all requirements imposed by or pursuant to the regulations of HUD effectuating Title VI of the Civil Rights Act of 1964.

8. If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but HUD reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, all copyrighted material and all material which can be copyrighted.
9. Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereof, shall be disposed of and administered, in order to protect the public interest.
10. None of the funds, materials, property or services provided directly or indirectly under this Agreement, shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.
11. None of the funds provided under this Agreement shall be used for publicity or propoganda purposes designed to support or defeat legislation pending before the Congress.
12. This Agreement shall be governed by and interpreted according to the laws of the Commonwealth of Pennsylvania, and represents the complete Agreement of the parties hereto, superseding all prior understandings, oral or written. Borough specifically agrees to save TCVCOG and AC/CDA harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
13. Borough may not assign any part of its interest in this Agreement without expressed written approval of TCVCOG.
14. Borough shall not be liable for loss, damage, detention or delay resulting from causes beyond its reasonable control, or from fire, strike, act of omission of any governmental schedule of work and payment schedule shall be postponed by such length of time as may be reasonably necessary to compensate for the delay.
15. Neither Borough nor any of its employees shall be construed to be employees of TCVCOG for any purpose.
16. If, through any cause, the Borough shall fail to fulfill in timely and proper manner, its obligations under this Agreement, or if Borough shall violate any of the covenants, agreements or stipulations of this Agreement, TCVCOG shall thereupon have the right to terminate this Agreement by giving notice to Borough of such termination and specifying the effective date thereof; said notice shall be given no less than ten (10) days before the effective date of such termination. In such event, all finished and unfinished