

ORDINANCE NO. 1311

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE
AUTHORIZING THE APPROPRIATE OFFICIALS TO ENTER
INTO A CONTRACT WITH GAI CONSULTANTS, INC. FOR
DESIGN WORK FOR MONROEVILLE BIKEWAYS FUNDED BY
FEDERAL HIGHWAY ADMINISTRATION PROJECT BGP-4500

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

Section 1. That the appropriate officials of the Municipality are hereby
authorized to enter into a contract with GAI Consultants, Inc. for all design work
for Monroeville Bikeways funded by Federal Highway Administration Project BGP-4500,
in the Municipality of Monroeville, County of Allegheny.

Section 2. That the contract is hereby approved and ratified and a copy of said
contract is attached hereto and made a part hereof, and marked "Exhibit A".

ORDAINED AND ENACTED this 16th day of February, 1982.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond
Municipal Manager

S/ Michael P. Lynch
Mayor

Entered in Legal Book February 26, 1982

ENGINEERING CONTRACT

Estimated Engineering
Costs: \$7,998.00

Allegheny
County

Monroeville Bikeways
Project

GAI Consultants, Inc.
Engineer

25-1260999
Engineer's Federal I.D. Number

70594
Agreement No.

THIS AGREEMENT, made this ____ day of _____, 1982, at Monroeville, Allegheny County, between Monroeville Borough, acting through its Borough Council, hereinafter called Borough, and GAI Consultants, Inc. a corporation, of 570 Beatty Road, Monroeville Pennsylvania 15146, of Registered Professional Engineers, registered as such in the Commonwealth of Pennsylvania, their heirs, executors, administrators, successors, or assigns, hereinafter called the Engineer, witnesseth:

A. SCOPE OF AGREEMENT

1. That the Engineer, for and in consideration of the payment or payments hereinafter specified and agreed to by the Borough, hereby covenants and agrees to perform all services and work, and furnish all equipment and materials not otherwise provided, for Monroeville Bikeways in Monroeville Borough, Allegheny County.

Federal Project No. BGP-4500

PennDOT District No. 11-0

This work is to be done in accordance with the following terms, conditions, and provisions, as well as the Exhibits (listed below) which are attached hereto and are made a part hereof of this Agreement. Note that Exhibit E prohibits discriminatory practices by the Engineer.

Exhibit A - Engineer's Proposal, dated September 4, 1981.

Exhibit B - Special Requirements.

Exhibit C - Engineer's Acceptance of the provisions of the Pennsylvania Workmen's Compensation Act.

Exhibit D - Location Map of Project.

Exhibit E - Nondiscrimination and Equal Employment Opportunity Clauses.

Exhibit F - Engineer's Certificate of Non-Collusion.

Exhibit G - Borough's Certificate of Non-Collusion.

- (a) The work performed as herein provided shall also be subject to and governed by the applicable provisions of the Pennsylvania Department of Transportation, Bureau of Design Specifications for Consultant Engineering Agreements Form 442, including revised Division I, dated April 1, 1975, which provisions form a part of this Agreement and are incorporated herein by reference as though physically attached hereto. All references to the Department shall be construed to mean Borough.

2. Scope of Work and Services

- (a) The scope of work and services are not set forth in Exhibits A and B.
- (b) The Borough and the Engineer shall confer at such time, as there is a change in scope and/or accepted work completed by the Engineer which is ordered changed. The Borough, with the approval of the Federal Highway Administration, when applicable, where there is such a change will issue a Supplemental Agreement as is provided hereafter in Article 6 of this Agreement.

3. Time of Completion

It is agreed between the parties hereto that the engineer shall complete all of the work covered by the terms of this Agreement within one (1) month following the date of the receipt of the official Notice to Proceed. The time of completion may be adjusted only by written agreement between the parties hereto for any change in scope and for any delays resulting from causes beyond the control of the Engineer.

4. It is anticipated that Federal funds will be provided by the Federal Highway Administration for participation in the design cost of this project. The work and services to be provided by the Engineer as set forth in this Agreement will be subject to and be governed by the requirements of Section 1.1(d) of the Department Specifications Form 442 with respect to the review, comments and acceptance by the Borough and the Federal Highway Administration.

5. Change

- (a) The Borough reserves the right to modify, increase or decrease the scope of services and/or work contained herein, and to change the time period specified in the agreement, subject when applicable to prior approval of the Federal Highway Administration. The Borough upon the exercise of this right will negotiate with the Engineer and issue a Supplemental Agreement setting forth the change and the increase or decrease in the amount of fee to be paid the Engineer.
- (b) The upper limit of compensation, as set forth in "B. Compensation - 6. Maximum Cost", may be adjusted when the Engineer establishes and the Borough and Federal Highway Administration, if applicable, agrees that there has been or is to be a significant change in the:
- (1) Scope, complexity, or character of the services to be performed.
 - (2) Conditions under which the work was required to be performed.

- (3) Duration of work, if the change from the time period specified in the agreement for completion of the work warrants such adjustment.
- (c) In the case of the lump sum fee amount method, an appropriate adjustment in the predetermined lump sum may be considered. However, there will be no adjustment in the lump sum unless the scope, complexity, character, duration, or extent of the work are changed substantially from those required under the basic Agreement.

B. COMPENSATION

6. Maximum Cost - It is understood that the total cost of this Agreement of the Borough shall not exceed the amount of Seven Thousand Nine Hundred Ninety-Eight (\$7,998.00) Dollars without prior approval of the Borough and the Federal Highway Administration, where applicable, in the form of a Supplemental Agreement hereto.

7. The Engineer shall be reimbursed for the scope of this Agreement as set forth in Articles 1 through 6 inclusive as heretofore provided and for such other work, services, materials, equipment as may be necessary to complete the requirements as set forth herein in the Exhibits by the payment of a fee in accordance with the provisions set forth in the Sections 1.16, Partial Payments, and 1.17, Final Invoice, of the Specification Form 442, and as further provided in the Exhibit B attached to and made a part of this Agreement. When a conflict occurs, the provisions of the Exhibit B shall govern. _____

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, attested and ensealed by their proper officials, pursuant to due and legal action authorizing the same to be done, the day and year first above written.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE
ALLEGHENY COUNTY

S/ Marshall W. Bond
Municipal Manager

S/ Michael P. Lynch
Mayor

ATTEST:

GAI CONSULTANTS, INC.

President