

ORDINANCE NO. 1323

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE
AUTHORIZING THE APPROPRIATE OFFICIALS TO ENTER
INTO AN AGREEMENT WITH THE COUNTY OF ALLEGHENY
FOR THE RECONSTRUCTION OF ABERS CREEK BRIDGE
NO. 2 AND ITS APPROACHES

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

Section 1. That the appropriate officials of the Municipality of Monroeville are hereby authorized to enter into an agreement with Allegheny County for the reconstruction of Abers Creek Bridge #2 and its approaches from Station 9+40 to Station 13+92 on Abers Creek Road.

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

ORDAINED AND ENACTED this 9th day of March, 1982.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond
Municipal Manager

S/ Michael P. Lynch
Mayor

Entered in Legal Book March 24, 1982

EXHIBIT A

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 1982 by and between the COUNTY OF ALLEGHENY, a political subdivision of the Commonwealth of Pennsylvania, hereinafter called "COUNTY", party of the first part,

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BOROUGH OF MONROEVILLE, a municipal corporation of the Commonwealth of Pennsylvania, hereinafter called "LOCAL MUNICIPALITY", party of the second part;

WITNESSETH:

WHEREAS, the COUNTY proposes to reconstruct Abers Creek Bridge No. 2 and its approaches from Station 9+40 to Station 13+92 on Abers Creek Road (a Borough Road) for a length of 452 feet more or less, all in the Borough of Monroeville, County of Allegheny, Pennsylvania.

WHEREAS, the LOCAL MUNICIPALITY is desirous and willing to cooperate in this improvement, and is willing to accommodate the County as hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and benefits to be derived therefrom and intending to be legally bounded, it is hereby mutually agreed by and between the parties as follows:

THE COUNTY WILL SUBJECT TO BOARD AUTHORIZATIONS:

1. Relocate and replace Abers Creek Bridge No. 2 (AB02) and reconstruct Abers Creek Road from Station 9+40 to Station 13+92 in accordance with County Drawings No. _____, Sheets 1 to _____, inclusive, dated _____, copy attached.
2. At its own cost and expense advertise for the work and award a contract in the name of the COUNTY to the lowest responsible bidder. It is mutually agreed that the COUNTY shall have full and complete charge of the work under this Agreement.
3. Pay for all the physical work and be responsible for the same, including the removal of the existing structure.
4. Pay for the adjustments of Abers Creek Road to meet the grade elevation of the Abers Creek Road, 200 feet more or less beyond each end of the bridge, either within or without COUNTY right-of-way as may be required.
5. When all aforesaid work is completed and accepted by all concerned, assume maintenance responsibilities for Abers Creek Bridge No. 2 with the exception of snow and dirt removal which shall become the responsibility of the LOCAL MUNICIPALITY.
6. Obtain permit from the Department of Environmental Resources for the construction of the bridge structure.

THE LOCAL MUNICIPALITY SHALL:

1. Pass a Consent Ordinance prior to or concurrent with the Resolution for the approval of this Agreement, and covenant and agree to pass any other ordinance which may be necessary for the completion of the work herein provided for in accordance with the plans aforesaid. Certified copies of said ordinance or ordinances are to be filed by LOCAL MUNICIPALITY with the COUNTY'S DEPARTMENT OF ENGINEERING AND CONSTRUCTION, and COUNTY will file copies of said COUNTY plans with LOCAL MUNICIPALITY. The before mentioned County obligations notwithstanding all permits and authorizations required for the proper completion of this improvement within the MUNICIPALITY shall be issued or obtained, as the case may be, by LOCAL MUNICIPALITY, and duplicate copies of same shall be supplied to the COUNTY DEPARTMENT OF ENGINEERING AND CONSTRUCTION for its record.

2. Make all adjustments to any existing storm sewers, water lines, sanitary sewers and appurtenances, fire hydrants and/or other facilities belonging to LOCAL MUNICIPALITY which may interfere with the prosecution of the work. Such adjustments shall be made in expeditious manner so as to prevent any undue delay to COUNTY'S Contractor, all without any cost to the COUNTY.

3. Acquire all rights-of-way and easements which are required for the aforesaid road and bridge improvement in accordance with the aforesaid County Drawings. Such rights-of-way and easements required for the construction of the bridge structure itself, shall be transferred to the County at a cost of one dollar (\$1.00). Evidence that all rights-of-way and easements have been obtained must be submitted to the County prior to the County's advertising for the construction of the Project.

4. Upon completion of the Project and acceptance by all concerned, take over all maintenance responsibilities for Abers Creek Road except as specified in Paragraph 5 (page 2).

5. Pay to COUNTY a Lump Sum fee of \$10,000.00 for the improvement of the Borough Road called "Abers Creek Road" at the date of "Notice to Proceed" for beginning the construction.

IN WITNESS WHEREOF, THE COUNTY OF ALLEGHENY has caused this Agreement to be signed by its Commissioners, duly attested by the Chief Clerk, and its official seal to be hereunto affixed, and the BOROUGH OF MONROEVILLE, by proper Resolution authorizing the execution of this Agreement, a copy of which Resolution is hereto attached, has caused the Agreement to be signed by its proper officers, duly attested by its Secretary, and its official seal hereunto affixed, the day, month and year first above written.

ATTEST

COUNTY OF ALLEGHENY

Chief Clerk

Chairman

County Commissioners

ATTEST

BOROUGH OF MONROEVILLE

S/ Marshall W. Bond
Municipal Manager

S/ Michael P. Lynch
Mayor

Ordinance No. 1323

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APPROVED AS TO FORM:

County Solicitor

Assistant County Solicitor

APPROVED

John F. Graham, Jr., P.E.
Director, Department of Engineering
and Construction