Legislation Details (With Text)

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Type:	Resolution	**Status:**	Passed Finally
File created:	9/21/2010	**In control:**	Committee on Public Works
On agenda:		**Final action:**	10/5/2010
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Title: Resolution granting unto, United States General Services Administration, Mid-Atlantic Region, 20 North 8th Street, Philadelphia, PA 19107, their successors and assigns, the privilege and license to construct, maintain and use at their own cost and expense, bollards on the sidewalk areas on Grant Street and Seventh Avenue for security purposes for the U.S. Post Office and the Federal Courthouse in the 2nd Ward, 6th Council District of the City of Pittsburgh.

Sponsors:

Indexes: GRANT(S)

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Attachments: 1. 2010-0940.doc

Date	Ver.	Action By	Action	Result
10/12/2010	1	Mayor	Signed by the Mayor	
10/5/2010	1	City Council	Passed Finally	Pass
9/29/2010	1	Standing Committees	AFFIRMATIVELY RECOMMENDED	Pass
9/21/2010	1	City Council	Read and referred	

Presented by Mr Kraus

Resolution granting unto, United States General Services Administration, Mid-Atlantic Region, 20 North 8th Street, Philadelphia, PA 19107, their successors and assigns, the privilege and license to construct, maintain and use at their own cost and expense, bollards on the sidewalk areas on Grant Street and Seventh Avenue for security purposes for the U.S. Post Office and the Federal Courthouse in the 2nd Ward, 6th Council District of the City of Pittsburgh.

Be it resolved by the Council of the City of Pittsburgh as follows:

Section 1. That the United States General Services Administration, Mid-Atlantic Region, 20 North 8th Street, Philadelphia, PA 19107, their successors and assigns, are hereby granted the privilege to construct, maintain and use at their own cost and expense, (42) steel bollards on the sidewalk area at the facility entrances of the U.S. Federal Courthouse and the Post Office:

1) Grant Street- (28) steel bollards (north and south pedestrian entrances of the U.S. Courthouse.)
2) Seventh Avenue- (14) steel bollards (U.S. Post Office)

All bollards located 1'8” from face of bollard to edge of curb, a maximum height of 36”, and 8” in diameter, in the 2nd Ward, 6th Council District of the City of Pittsburgh.

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The said encroachment shall conform to the provisions of their resolution and in accordance with the Plan identified as Accession D-738 on file in the Division of Surveys, Department of Public Works.

Section 2. The said Grantee prior to the beginning of the construction of said encroachment shall submit to the Director of the Department of Public Works of the City of Pittsburgh a complete set of plans, in triplicate, showing the location and all details of said construction. Said plans and said construction shall be subject to the approval and supervision of the Director of the Department of Public Works.

Section 3. The encroachment herein granted shall be subject and subordinate to the rights of the City of Pittsburgh and its powers and supervision over City streets, and also to Resolutions of the City of Pittsburgh relating thereto, and to the provisions of any general Resolutions which have been or may be hereafter passed relating to said construction, maintenance and its use on City streets and compensation for same.

Section 4. The said Grantee shall bear the full cost and expense of the repair of any street pavement damaged, repair of sewer, water lines and other surface and sub-surface structures which may be in any way damaged or disturbed by reason of the construction, maintenance, use and operation of said construction. All work, including the repaving and repairing of any portion of the street damaged, shall be done in the manner and at such times as the Director of the Department of Public Works may order and shall be subject to their approval and supervision.

Section 5. The rights and privileges granted by their Resolution are granted upon the express condition that the City of Pittsburgh, without liability, reserves the right to cause the removal of said construction upon giving to the said Grantee at least three (3) months written notice through the proper officers, pursuant to a resolution of Council, to the said the United States General Services Administration, Mid-Atlantic Region, 20 North 8th Street, Philadelphia, PA 19107, their successors and assigns, to that effect and that the said Grantee shall when so notified at the expiration of the said three (3) months forthwith remove said construction and replace street to its original condition at their own cost and expense.

Section 6. During the course of construction of the Improvements contemplated herein, Grantee agrees to cause its general contractor (the "Contractor") to carry the following insurance in the amounts indicated to protect the Grantor against any liability to persons or property incident to the construction of the Improvements or resulting from any accident occurring in, about or an the Licensed Premises which shall be due to, arise out of, result from, or be in any connected to the construction of the Licensed Improvements.

A)	**Public Liability**	**$ 100,000.00/$ 300,000.00**
B)	**Property Damage**	**$ 50,000.00**

The policy shall provide that the Grantor, be named as Additional Insured for Contractor's full limits of coverage on a primary basis, but in no case less than limits specified; and shall be endorsed with a waiver of subrogation clause with respect to Grantor, and neither the Contractor nor its Insurer shall have any claim against Grantor, to the extent the claim is or should have been covered by insurance.

Grantee's Contractor shall not enter the Property under the Agreement until it has forwarded to Grantor, for review and approval, current certificate(s) of insurance evidencing that such insurance is in full force and effect. Grantee will also provide Grantor with copies of "additional insured endorsements" for such insurance policies required under this Section. Additionally, Grantee shall give Grantor a minimum of thirty (30) days' notice in the event of change, cancellation or non-renewal (or ten days' notice in the event of non-payment) of any of the insurance required under this Section.

Grantee Self Insurance Pursuant to the Federal Tort Claims Act, 28 U.S.C. §§ 2671-2680, the Grantee may be sued for the negligent acts of omissions of its employees acting within the scope of their duties that result in damages for personal injury, including death, to any person, and for damage to real or personal property of any person, including loss or destruction, arising out of or resulting from Grantee's exercise of the rights granted in this Agreement or which may arise after the termination of this Agreement in relation thereto.

Maintenance Grantee agrees to maintain the Improvements in good working order

Section 7. The foregoing rights and privileges are granted subject to the following conditions, to wit: Their Resolution shall become null and void unless within 120 days after its approval the said the United States General Services Administration, Mid-Atlantic Region, 20 North 8th Street, Philadelphia, PA 19107, their successors and assigns, shall file with the Department of Public Works their certificate of acceptance of the provisions thereof, said certificate to be executed by the United States General Services Administration, Mid-Atlantic Region, 20 North 8th Street, Philadelphia, PA 19107.

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