

RESOLUTION NO: 2014-R21 (*AMENDED APRIL 22, 2014, On Reconsideration and Amended 5/13/14*)
SPONSOR: MAYOR NORTON
INTRODUCED: APRIL 8, 2014 **ASSIGNED TO:** _____

A RESOLUTION AUTHORIZING THE CITY OF GREEN TO ENTER INTO A CONTRACT WITH RICHARD C. FRIEDL, P.E., TO UPDATE AND COMPLETE THE PLAT AND IMPROVEMENT PLANS FOR THE EXTENSION OF IRONWOOD DRIVE FROM ITS CURRENT WEST TERMINUS WESTWARD TO INTERSECT WITH CHENOWETH ROAD, AND DECLARING AN EMERGENCY.

WHEREAS, the City desires to contract from Richard C. Friedl, P.E., to update and complete the plat and improvement plans for the extension of Ironwood Drive totaling approximately 2200 lineal feet; and

WHEREAS, the City of Green has received plans and an estimate for the costs of the proposed improvement from Richard C. Friedl, P.E.; and

WHEREAS, as a result of passage of Ordinance 2010-04, it is necessary for City Council to approve the hiring of engineering firms for the services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT, AND STATE OF OHIO THAT:

SECTION ONE:

Green City Council authorizes the City of Green to enter into a contract with Richard C. Friedl, P.E., to update and complete the plat and improvement plans for the extension of Ironwood Drive, approximately 2200 lineal feet, from its current west terminus westward to intersect with Chenoweth Road.

SECTION TWO:

The Agreement with Richard C. Friedl, P.E., (attached as **AMENDED** Exhibit "A") to update and complete the plat and improvement plans for the extension of Ironwood Drive is accepted and approved.

SECTION THREE:

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

SECTION FOUR:

Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of Green. Provided that this legislation receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor;

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otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: May 13, 2014

Molly Kapeluck
Molly Kapeluck, Clerk

Gerard Neugebauer
Gerard Neugebauer, Council President

APPROVED: May 13, 2014

Richard G. Norton
Richard G. Norton, Mayor

COPIED _____
SVCE ZONE PARK ROAD ENG
LAW FIN MAY PLAN FIRE

ENACTED EFFECTIVE: May 13, 2014

ON ROLL CALL: Ahlstrom -yea Humphrey -yea Knodel -yea Neugebauer -yea
Reed -yea Summerville -yea Young -yea Adopted
7-0

Suburbanite publication on May 18 and May 25, 2014

Molly Kapeluck
Molly Kapeluck, Clerk

Independent Contractor Agreement

This Agreement is made effective this _____ day of _____, 2014 between the City of Green ("Green"), P. O. Box 278, Green, Ohio 44232-0278 and Richard C. Friedl, P.E., ("Contractor").

- I. Agreement: Green desires to obtain the services of professional engineer, Richard C. Friedl, P.E., to update and complete the Plat and Improvement Plans for the extension of Ironwood Drive from its current west terminus, westward to intersect with Chenoweth Road (See map attached as Exhibit #1). Contractor previously worked on the original Plat and Improvement Plans for this roadway.
- II. Services: Contractor shall provide professional engineering services to Green as follows:
 1. Contractor shall prepare a Title Sheet to replace the original Title Sheet and reflect that this proposed Improvement is a City of Green Project.
 2. Contractor will update and complete the Plat and Improvement Plans for the extension of Ironwood Drive, approximately 2200 lineal feet, from its current west terminus, westward to intersect with Chenoweth Road.
 - ~~3. Contractor shall remove the water lines from the Improvement Plans.~~
 3. The Improvement Plans shall reflect a change of the islands at station 20+00 and 24+00 from 14 feet to 8 feet in width.
 4. Contractor shall provide **specifications of items, quantity estimate of the items, estimated cost of items, and total cost** ~~a quantity estimate~~ for the purpose of obtaining bids for the construction of the roadway.
- III. Fee: In consideration for the services to be rendered by Contractor, Green shall compensate Contractor in the amount of Two Thousand Seven Hundred Fifty Dollars (\$2,750.00).
- IV. Term: The services provided pursuant to this Agreement are temporary in nature.
- V. Independent Contractor: The parties agree that Contractor is providing services pursuant to this Agreement as an independent contractor to Green. Both parties agree that Contractor is not and will not be considered an employee of the City of Green.
- VI. Insurance: ~~Contractor agrees to obtain and maintain a Comprehensive General Liability Policy with limits of at least One Million Dollars (\$1,000,000.00) which names Green as an additional insured. Contractor shall provide Green with a Certificate of Insurance as evidence of the existence of the policy.~~
- VII. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and no other Agreement, statement or promise related to the subject matter of this Agreement that is not contained within this Agreement shall be valid or binding.

- VIII. Assignment: This Agreement and the duties and obligations provided pursuant to this Agreement shall not be assigned by Contractor.
- XI. Applicable Law: This Agreement shall be governed by the laws of the State of Ohio.
- X. Amendment: This Agreement may only be amended by a writing executed by both parties.
- XI. Legal Construction: In the event any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be considered as if the invalid, illegal or unenforceable provision was not part of the Agreement.
- XII. Notice: Any notice to be provided under this Agreement shall be sent to the parties as follows:

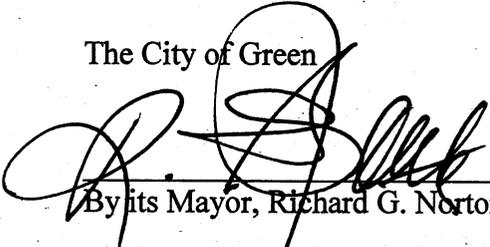
City of Green
c/o Mayor Richard Norton
P. O. Box 278
Green, Ohio 44232-0278

Contractor Name: Richard C. Friedl, P.E.
Address: 6333 Meadowsweet Ave NW
Canton, Ohio 44718-3935
Phone Number: 330-966-888

IN WITNESS WHEREOF the parties have executed this Agreement.

The City of Green

Contractor

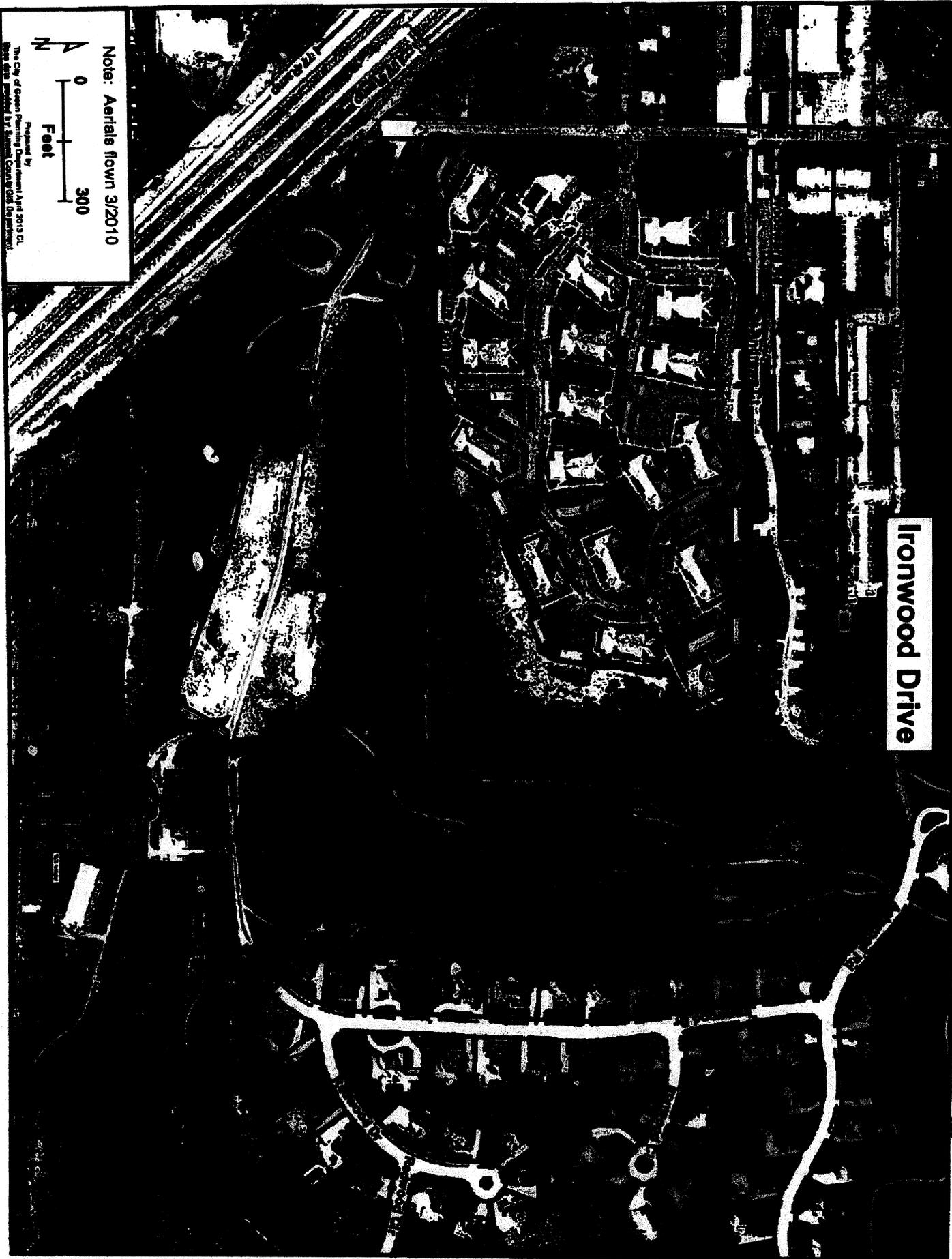

By its Mayor, Richard G. Norton

Richard C. Friedl

Approved as to Form:

Stephen J. Pruneski, Law Director

Ironwood Drive



Note: Aerials flown 3/2010



Prepared by
Planning Department
The City of Grand Rapids, Michigan
April 2013
Map 013 - Revised 1/13
Com: 0018 Department