

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN ADDENDUM TO THE AGREEMENT FOR ENGINEERING SERVICES WITH FINKBEINER, PETTIS & STROUT, INC. FOR ENGINEERING SERVICES DURING THE YEAR 2000 AND DECLARING AN EMERGENCY

BE IT RESOLVED by the Council of the Village of Richfield, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into an Addendum to the Agreement for Engineering Services with Finkbeiner, Pettis & Strout, Inc. for engineering services for the Village during the year 2000, a copy of which Addendum is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in order to provide engineering services from January 1, 2000; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: January 4, 2000

Debra Peck Egan
Vice President of Council

Donald H. Larsen
Mayor

Dated: 1/4/2000

ATTEST:
Carol Gibson
Clerk of Council

ADDENDUM NO. 1 TO AGREEMENT FOR ENGINEERING SERVICES

WHEREAS, an Agreement was entered into on April 1, 1997 by and between the VILLAGE OF RICHFIELD, OHIO, hereinafter called the "VILLAGE", and FINKBEINER, PETTIS & STROUT, INC., Consulting Engineers, of Akron, Ohio, their successors or assigns, hereinafter called the "ENGINEER"; and,

WHEREAS, under said Agreement, the VILLAGE agreed to employ said ENGINEER to render consulting engineering and surveying services; and,

WHEREAS, the Agreement must be amended to extend the termination date and include updated billing rates for year 2000 for said services:

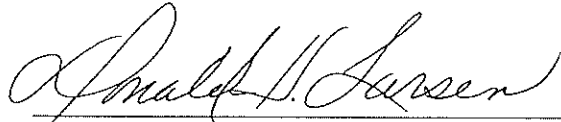
NOW THEREFORE, this 5th day of January, 2000, the VILLAGE hereby agrees to amend said Agreement with said ENGINEER, under the Authority of Resolution No. 1 passed on January 4, 2000, to provide services as follows:

1. Revise Section V (a) on Page 4 of the Agreement to the following:
 - (a) "This Agreement shall terminate on December 31, 2002, unless extended by mutual written authorization."
2. Replace Exhibit A with that attached.

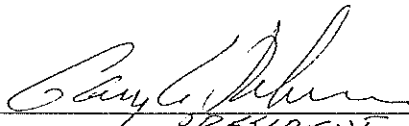
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

VILLAGE OF RICHFIELD, OHIO
(VILLAGE)

FINKBEINER, PETTIS & STROUT, INC.
(ENGINEER)



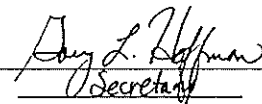
Mayor



PRESIDENT



Finance Director



Secretary

EXHIBIT A

2000 HOURLY BILLING RATES

Engineer - Project Manager	\$89.00
Design Engineer	\$71.00
Assistant Engineer	\$63.00
Cad Drafter	\$46.00
Clerical	\$30.00
Three-man Field Crew	\$100.00
Two-man Field Crew	\$73.00
Chief Construction Engineer	\$73.00
Resident Project Representative	\$55.00
Construction Technician	\$34.00

Bill rates shall be amended January 1 of each calendar year by mutual written agreement of the VILLAGE and the ENGINEER.