

RESOLUTION 2019-03

A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A CONTRACT WITH STUDIO 328 LLC FOR LANDSCAPE DESIGN SERVICES

WHEREAS, the Village of Minerva Park desires to have a comprehensive design for the greenspaces of the Village; and

WHEREAS, the Village Council received a proposal from Studio 328 LLC outlining a landscape design project; and

WHEREAS, the Village Planning & Zoning Commission has recommended the Village enter into an agreement with Studio 328 LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF MINERVA PARK, OHIO, THAT:

Section 1. The Mayor and Fiscal Officer of the Village of Minerva Park are hereby authorized and directed to enter into an agreement for landscape design services related to the Village's green spaces in Exhibit A.

Section 2. The cost of the project shall not exceed \$2,700 without further approval of Council.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements of the laws of the State of Ohio.

Section 4. This resolution shall be in effect at the earliest period allowed by law.

/S/ Lynn Eisentrout

Lynn Eisentrout, Mayor

First Reading: February 11, 2019

Second Reading: February 25, 2019

Third Reading: March 11, 2019

Passed: March 11, 2019

ATTEST

/S/ Kim Pulley

Kim Pulley, Fiscal Officer

APPROVED AS TO FORM

/S/ Eugene Hollins

Solicitor

Landscape Design Services Contract**Date:** 03-08-2019**Client Name(s):** Village of Minerva Park**Project Name:** Minerva Park Landscape Enhancements**Contact:** Eric Fischer, Village Planner

efischer@minervapark.org

Project Address: Minerva Park Ohio**Scope of Work**

Studio 328 LLC, herein after known as the "Designer", agrees to provide the following services to The Village of Minerva Park, herein after known as the "Owner, for the above address:

- Planting Plans:** The designer will provide to the Owner design drawings which may be used for submittal to governmental entities for zoning or other such approvals. These drawings can be used for bid purposes. These may include plans sketches, CAD drawings, and elevations to illustrate design intent. These drawings include locations, names and quantities of plant material as well as location and dimensions of proposed elements. Contractor is responsible for proper plant materials per ANSI Standards and proper plant installation per industry standards.

The areas to be designed for this contract during calendar year 2019 include:

1. Landscape Enhancements at Reserve 'G' as indicated on MI Homes Plat Plan.

Note:

This contract does not include installation. Drawings for the purposes of permits and/or shop drawings for construction of said project are the responsibility of the contractor.

This contract does not include submittals and submittal fees to governmental entities. Owner(s) will be responsible for said submittals and fees. See Terms and Conditions herein.

Deliverables

The Designer will provide to the Owner two (2) copies of the plans and documents per design stage. If applicable, the Designer may provide the Owner with materials samples and other product information.

Design services Fee**\$2700.00**

(Billed Hourly at a rate of \$75 per hour not to Exceed)

Includes: Four (1) Site Visit for survey and analysis information as needed
Two(2) P & Z or design meetings
Estimable Design Documents for the above areas on Scope of Work
Review of Contractor Bids

Terms and Conditions

Revisions: Additional design areas as requested by the Client, beyond this scope, will incur additional fees to be paid at an hourly rate of \$75/hour. The Designer will not proceed with these additions without written consent by the Owner.

Additional design changes requested by the Owner after governing agency's review will incur additional fees to be paid at an hourly rate of \$75/hour.

Additional design changes for value engineering as requested by the Owner will incur additional fees to be paid at an hourly rate of \$75/hour.

Consulting Supplemental Services

Upon Owner request (beyond scope defined herein), Studio 328 LLC will provide consulting hours at an hourly rate of \$75/ hour. Consulting hours may include but are not limited to the locating and shopping for materials, nursery visitations for plant selections, additional design consultation exceeding the scope of services provided herein, and value engineering of design, additional meetings beyond the (2) included in this contract.

Owner Responsibilities

Information Plats and building plans and grading plans will be provided by the Owner. As-builts drawings will be provided by the Owner. Any soils testing and or additional survey information needed will be provided by the Owner. This information is assumed to be accurate with regard to property lines, utilities, easements, etc. and Designer is not responsible for inaccuracies resulting from use of said materials.

Payments

Upon contract execution, all hours will be invoiced on a per monthly basis on the last day of the month. Invoices are due within 30 days of invoice date. Any balances unpaid after that time will accrue interest at a rate of 1% per month. Client is responsible for all collection costs incurred by Designer.

Drawings and Documentation

Plant information to be provided to client is based on Designer's extensive plant knowledge and experience. Ultimate performance and appearance is dependent upon many environmental factors. Representation of plants in plans and sketches is based upon species at maturity.

Estimated costs are based upon the Designer's present understanding of the proposed work. Final costs should be provided by the Contractor of the Owner(s) choosing. Owner is responsible for seeking final construction costs at time of desired installation.

The Contractor shall be responsible for contacting OUPS prior to Commencement of Construction.


The Designer shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages. Design work may be terminated at any time by either party with written notification; resulting design costs will be billed only for those services rendered up to the time of termination. In no event shall the designer's liability hereunder exceed the amount of user fees paid by user, regardless of whether user's claim is based on contract, tort, strict liability, product liability or otherwise.

Accepted By:

Owner
Name _____

Designer
Name Rachael Harkleroad

Signature
Date _____

Signature 
Date 03-08-2019