

RESOLUTION 28-2022

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND VILLAGE ADMINISTRATOR TO ENTER INTO A MASTER SERVICES AGREEMENT WITH ENVIRONMENTAL DESIGN GROUP, LLC, AND DECLARING AN EMERGENCY.

WHEREAS, Sands Decker CPS, LLC ("Sands Decker"), has informed the Village that it will no longer be able to provide professional engineering services as required by the Village; and

WHEREAS, the Mayor and Village Administrator have recommended Environmental Design Group, LLC ("EDG"), as a firm to replace Sands Decker as the firm providing the Village with professional engineering services; and

WHEREAS, the Village Administration has negotiated a Master Services Agreement between the Village and EDG and recommends said Agreement to the Village Council for Council's approval.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF COMMERCIAL POINT, PICKAWAY COUNTY, OHIO THAT:

Section 1. Authorization and Direction to Mayor and Village Administrator to Enter into Master Services Agreement. The Mayor and Village Administrator are hereby authorized and directed to enter into a Master Services Agreement with Environmental Design Group in substantially the same form and on substantially the same terms as the Master Services Agreement attached as Exhibit A to this Resolution and incorporated herein by reference.

Section 2. Open Meetings Certification. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any other committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3. Emergency Declaration; Effective Date. Council declares this Resolution to be an emergency measure immediately necessary for the preservation of the public peace, health, and safety of the Village of Commercial Point because, in order to take advantage of economic development opportunities without delay, the Village of Commercial requires the immediate services of a professional engineering firm to assist the Village in reviewing residential and commercial development and construction plans. Therefore, this Resolution shall take immediate effect upon passage.

Vote on Suspension of the Readings:

Motion by: Tracy Joiner

2nd: Nancy Geiger

Roll Call:

Yes Nancy Geiger

Yes Tracy Joiner

Yes Jason West

Yes Ross Crego

Yes Ryan Mitchem

Yes Laura Wolfe

Vote on Passage of the Resolution:

Motion by: Tracy Joiner

2nd: Ryan Mitchem

Roll Call:

Roll Call:

Yes Nancy Geiger

Yes Tracy Joiner

Yes Jason West

Yes Ross Crego

Yes Ryan Mitchem

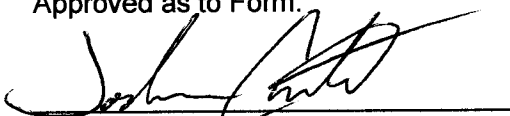
Yes Laura Wolfe

Adopted this 20th day of June, 2022.


Allan D. Goldhardt, Mayor


Wendy L. Hastings, Fiscal Officer

Approved as to Form:


Joshua Cartee, Village Solicitor

RESOLUTION 28-2022

Exhibit A



June 3, 2022

Mr. John Grosse, P.E. Village Administrator
Village of Commercial Point
10 West Scioto Street
Commercial Point, Ohio 43116

**Subject: Master Services Agreement
Environmental Design Group No. 22-00356-02P**

Dear Mr. Grosse:

Environmental Design Group is pleased to submit our Master Services Agreement to the Village of Commercial Point (Client) to provide planning, design, engineering and other professional services on a task order basis. This is a perpetual agreement between Environmental Design Group and the Client. Environmental Design Group will provide a Fee Schedule and Reimbursables Schedule on a yearly basis.

The Client desires to engage Environmental Design Group to provide planning, design, engineering and related professional services ("Services") from time to time in connection with Client's projects ("PROJECTS"). The services and associated fee will be described in and agreed to in writing on a project by project basis by the parties in Task Order format that reference this Agreement. Services performed under a Task Order will be governed by the Terms and Conditions in this Agreement.

Invoicing Procedures and Terms

Invoices will be submitted monthly based on Environmental Design Group's estimate of job progress. If the client fails to make any payment due Environmental Design Group within thirty (30) days after receipt of Environmental Design Group's invoice, the amounts due Environmental Design Group will include a charge at the rate of 1% per month from said thirtieth day. In addition, Environmental Design Group may suspend services under this Agreement until all outstanding invoices have been paid in full plus accrued interest.

The attached Exhibit A – Standard Provisions of Agreement – is a part of this agreement and is binding on the client.

CORPORATE

450 Grant Street, Akron, OH 44311
P 330.375.1390 / F 330.375.1390
TF 800.635.1390

CLEVELAND OFFICE

2814 Detroit Avenue
Cleveland, Ohio 44113

COLUMBUS OFFICE

2965 North High Street, Suite 050
Columbus, Ohio 43235

envdesigngroup.com

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CIVIL ENG. TREEING • LANDSCAPE ARCH. TEXTURE • PLANNING • SURVEYING • ENVIRONMENTAL SERVICES • CONSTRUCTION MANAGEMENT

RESOLUTION 28-2022
Exhibit A (continued)

Mr. John Grosse, P.E. Village Administrator
Village of Commercial Point
Page 2

Project Initiation Procedures

If this agreement is satisfactory, you may authorize Environmental Design Group to proceed by signing both copies of this letter and returning one copy to us. If there is a need for clarification or if changes in contractual arrangements are desired, please contact me.

We look forward to working with you.

Sincerely,

Susan Denwacter
Susan Denwacter, P.E.
Senior Project Manager

ACCEPTED: Village of Commercial Point

By _____ Date _____

Title _____

Clients Designated Representative _____

Special Instructions _____

In order to continue giving our clients the quickest and best attention, we will be sending invoices and payment reminders via e-mail. By sending these documents via email, we can ensure each includes the necessary information and can be received in a reasonable amount of time.

In order for emailing to be successful, we need the following information:

AP Contact _____

AP Email _____

AP Phone _____

Email an additional copy of the invoice to:

1. _____

2. _____

In an effort to make our invoicing process more convenient, we are happy to announce that we now accept all major credit cards for payment of services. A 4% service charge will be applied at the time of payment. Payments can be submitted directly over the phone by calling 330-375-1390. Please have the following information at the time of the call: Client Name, Invoice Number, Project Number, Total Amount, and credit card information.

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EDG is an Equal Opportunity Employer. We are an affirmative action employer. We are committed to providing a safe and healthy work environment for all employees. We are committed to providing a safe and healthy work environment for all employees.

RESOLUTION 28-2022
Exhibit A (continued)

Mr. John Grosse, P.E. Village Administrator
Village of Commercial Point
Page 3

EXHIBIT A
STANDARD PROVISIONS OF AGREEMENT
FISCAL YEAR 2022

Client and Environmental Design Group, LLC (Consultant) agree that the following provisions shall be part of their agreement:

1. This Agreement will be binding upon the heirs, executors, administrators, successors and assignees of Client and Consultant and will not be assigned by either Client or Consultant without the prior written consent of the other.
2. This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations that are not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement will be in writing and signed by both Client and Consultant. The Client may use purchase orders as an administrative convenience, however, any terms and conditions contained in such purchase orders are not to be considered terms and conditions of this Agreement and will not be binding upon Consultant unless expressly agreed to in writing by Consultant.
3. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.
4. Consultant's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, will not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
5. If any term, condition, or covenant, of this Agreement is held by a court of competent jurisdiction to be invalid, void or not enforceable, the remaining provisions of this agreement will be valid and binding on Client and Consultant.
6. Consultant will only act as an advisor in all governmental relations. Obtaining government approvals is not a term of this agreement unless expressly set forth herein.
7. Consultant is not responsible for delay or damages caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays or damages by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client or his agents to furnish timely information or approve or disapprove Consultant's work promptly, faulty performance by Client or other contractors, or the actions or inactions of governmental agencies including, but not limited to permit processing, changes in policy, environmental impact reports, dedications, general plans and amendments hereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant will not be deemed to be in default of this agreement.
8. The following will be considered as additional services to be performed for an additional fee: a) Changes to plans, specifications or other documents and/or field work required by one or more governmental agency, as a result of changes or official interpretations in its ordinances, policies, procedures or requirements after the date of this Agreement; b) Any and all increase in costs and expenses contemplated by this Agreement due to the granting of wage increases and/or other employee benefits to field or office employees as a result of the terms of any labor agreement, or rise in the cost of living, during the

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Client: Village of Commercial Point | Address: 8400 Lakeside Blvd., Lakeside, OH 44130 | Phone: (440) 285-1100 | Fax: (440) 285-1101 | Email: info@commercialpointohio.com | Website: www.commercialpointohio.com

RESOLUTION 28-2022
Exhibit A (continued)

Mr. John Grosse, P.E. Village Administrator
Village of Commercial Point
Page 4

lifetime of this agreement. Client will be billed for the additional, percentage increase applied to all remaining compensation due with respect to services performed pursuant to this Agreement; c) Incidental services as required by Client not specified in writing within the scope of work on the front hereof; d) Cost of replacing any staking destroyed, damaged, or disturbed by an act of God or parties other than Consultant; e) The costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

9. Consultant makes no representations and does not guarantee expressly or implicitly: a) The estimated quantities made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and Consultant shall not be responsible for interpretational differences or fluctuations. Estimates of areas provided under this agreement are not to be considered precise unless Consultant specifically agrees to provide the precise determination of such areas. b) The completion or quality of performance of Contractor or the completion or quality of performance of agreements by the construction contractor or contractors, or other third parties, nor is it responsible for their acts or omissions. c) Its findings, recommendations, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance. d) Soil conditions unless specifically included in writing in this Agreement, and it is further not liable for any damages arising out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.
10. What may be referred to as a cost estimate or engineer's estimate as made by Consultant herein or in other correspondence regarding the Project shall be deemed an opinion of probable construction cost. In providing opinions of probable construction cost, it is recognized that neither Client nor Consultant has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding, or over market conditions. The opinion of probable construction costs is based on Consultant's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work will not vary from the Client's budget or from any opinion of probable cost prepared by Consultant. If Client wishes greater assurances as to Total Project or Construction Costs, Client may employ an independent cost estimator.
11. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to Client are only for convenience of Client. In the event there is a discrepancy between the electronic files and the hard copies, the hard copies govern. When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of this Project.
12. All original papers, documents, drawings and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this Agreement, except documents which are to become permanent public record, will remain the property of the Consultant and may be used by Consultant without the consent of Client. Consultant retains all rights of copyright on work performed pursuant to this Agreement. All services provided pursuant to this Agreement may be used by Client only for the project described on the face hereof. Client agrees not to use or permit any other person to use plans, drawings,

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COMMERCIAL POINT VILLAGE BOARD RESOLUTION 28-2022 APPROVED AND ADOPTED BY THE BOARD OF VILLAGE ADMINISTRATOR JOHN GROSSE, P.E. ON 11/15/2022.

RESOLUTION 28-2022
Exhibit A (continued)

Mr. John Grosse, P.E. Village Administrator
Village of Commercial Point
Page 5

or other documents prepared by Consultant, which are not signed by Consultant and permitting agencies. Client agrees to be liable and responsible for any such use of unsigned plans, drawings, or other documents not signed by Consultant and agencies and will indemnify, hold harmless, and defend Consultant for any liability or damage incurred by Consultant as a result of such use.

13. Client acknowledges that all certifications of Consultant that appear on drawings shall be limited to the original purpose for which the respective drawings were to be used; that such certification and drawings are not intended to embrace any changes or modifications to such drawings regardless of their nature or scope; and that any obligations of Consultants attaching to such drawings shall be subject to the foregoing qualifications.
14. This agreement may be terminated by either party by thirty (30) days' written notice if the other party has substantially failed to perform in accordance with the terms herein through no fault of the terminating party. Otherwise, Consultant has a right to complete all services agreed to be rendered pursuant to this agreement. In the event this Agreement is terminated before the completion of all services, Client agrees to release Consultant from all liability for work performed. In the event all or any portion of the work prepared or partially prepared by Consultant is suspended, abandoned, or terminated by any party or for any reason, Client will pay Consultant for all fees, charges, and services provided for the project.
15. In the event that changes are made in the plans and specifications by Client or by any other person other than Consultant, any and all liability arising out of or resulting from such changes is waived by Client against Consultant, and Client assumes full responsibility and liability for such changes unless Client gives Consultant prior written notice of such changes and Consultant consents in writing to such changes. Client agrees to indemnify Consultant against any and all liability, loss, costs, damages, fees of attorneys and other expenses which Consultant may sustain or incur as a result of such unconsented changes.
16. Client agrees that Consultant will not perform on-site construction review for this project unless specifically provided for in this agreement, that such services will be performed by others, and that the Client will defend, indemnify, and hold Consultant harmless from any and all liability arising from or resulting from the performance of construction review by other persons. Any review of shop drawings and/or submittals is solely for general conformance with the design concept and contract documents and shall not form the basis of any liability of Consultant. Reviews of shop drawings and/or submittals by Consultant shall not alter the terms of this Agreement and shall not be construed to relieve any construction contractor of its obligations.
17. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and Client further agrees to defend, indemnify and hold Consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of Consultant.
18. All fees and other charges will be billed monthly and will be due at the time of billing unless otherwise specified in this Agreement. Client agrees that the periodic billings from Consultant to Client are correct, conclusive, and binding on Client unless Client within

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Client will remain liable and responsible for any such use of unsigned plans, drawings, or other documents not signed by Consultant and agencies and will indemnify, hold harmless, and defend Consultant for any liability or damage incurred by Consultant as a result of such use.

RESOLUTION 28-2022
Exhibit A (continued)

Mr. John Grosse, P.E. Village Administrator
 Village of Commercial Point
 Page 7

EXHIBIT B
STANDARD FEE SCHEDULE
FY 2022

Environmental Design Group will provide a Fee Schedule and Reimbursables Schedule on a yearly basis. The schedule of hourly rates listed below are applicable for the year 2022.

The schedule of hourly rates, itemized according to employee classification, represents the full range of staff that can be called upon to serve our clients' needs.

Employee Classification	Hourly Rates
Principal Director	\$203 - \$350
Senior Project Manager Senior Project Engineer Senior Landscape Architect	\$175 - \$245
Project Manager Construction Manager Funding Administrator Senior Environmental Scientist Senior Ecologist	\$150 - \$225
Associate Project Manager Project Engineer Project Surveyor Ecologist Senior Designer	\$103 - \$145
Landscape Architect Environmental Scientist Operations Superintendent Resident Representative Construction Inspector Senior Survey Crew Chief	\$103 - \$140
Construction Inspector Intern	\$63 - \$79
Co-op/Intern	\$52 - \$70
Land Planner CADD Designer Project Technician Survey Crew Chief	\$71 - \$129
Administrative Assistant	\$65 - \$107
Survey Crew	\$189 - \$202

Overtime - Overtime will be billed at 1.5 times the standard hourly rate shown (with pre-approval from client).

Expenses - All expenses will be charged on per unit basis or at cost plus 15%.

Late Fees - Amounts not paid within thirty (30) days of the stated invoice date will be charged interest at the rate of 1% per month (12% per annum).

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ENVIRONMENTAL DESIGN GROUP, LLC 1000 E. 17th Street, Suite 100, Grand Rapids, MI 49508-1000
 TEL: 616-941-1100 FAX: 616-941-1101 WWW: EDG-ENVIRONMENTALDESIGN.COM

RESOLUTION 28-2022
Exhibit A (continued)

Mr. John Grosse, P.E. Village Administrator
 Village of Commercial Point
 Page 8

EXHIBIT C
STANDARD REIMBURSABLE SCHEDULE
FY 2022

Mileage	Current IRS Rate
Fax Charges	\$1.00 per page
Copy Charges (black & white)	\$0.15 per page
Copy Charges (color)	\$0.50 per page
Plotting Charges:	
Color Bond	\$1.50 per sq ft
Presentation Bond	\$2.25 per sq ft
Mylar	\$1.25 per sq ft
Plan Set Charges:	
Bond	\$1.00 per sheet
Mylar	\$5.00 per sheet
Survey Equipment and Materials	Cost + 15%
Environmental Equipment and Materials	Cost + 15%
Other Project Related Equipment and Materials	Cost + 15%

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2022-2023 COMMERCIAL POINT VILLAGE FINANCIAL STATEMENT - FY 2022 ADDED - PROJECTS AND NEW EQUIPMENT - 2022-2023 COMMERCIAL POINT VILLAGE FINANCIAL STATEMENT



June 16, 2022

Mr. John Grosse, P.E. Village Administrator
Village of Commercial Point
10 West Scioto Street
Commercial Point, Ohio 43116

**Subject: Master Services Agreement
Environmental Design Group No. 22-00356-02P**

Dear Mr. Grosse:

Environmental Design Group is pleased to submit our Master Services Agreement to the Village of Commercial Point (Client) to provide planning, design, engineering and other professional services on a task order basis. This is a perpetual agreement between Environmental Design Group and the Client. Environmental Design Group will provide a Fee Schedule and Reimbursables Schedule on a yearly basis.

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The attached Exhibit A – Standard Provisions of Agreement – is a part of this agreement and is binding on the client.

CORPORATE

450 Grant Street / Akron, OH 44311
P 330.375.1390 / F 330.375.1590
TF 800.835.1390

CLEVELAND OFFICE

2814 Detroit Avenue
Cleveland, Ohio 44113

COLUMBUS OFFICE

7965 North High Street, Suite 050
Columbus, Ohio 43235

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CIVIL ENGINEERING / LANDSCAPE ARCHITECTURE / PLANNING / SURVEYING / ENVIRONMENTAL SERVICES / CONSTRUCTION MANAGEMENT

Project Initiation Procedures

If this agreement is satisfactory, you may authorize Environmental Design Group to proceed by signing both copies of this letter and returning one copy to us. If there is a need for clarification or if changes in contractual arrangements are desired, please contact me.

We look forward to working with you.

Sincerely,

Susan Derwacter

Susan Derwacter, P.E.
Senior Project Manager

ACCEPTED: Village of Commercial Point

By *John Grosse* Date *6/29/22*
Title *Village Administrator*

Clients Designated Representative *John Grosse / Allan Goldhardt*

Special Instructions _____

In order to continue giving our clients the quickest and best attention, we will be sending invoices and payment reminders via e-mail. By sending these documents via email, we can ensure each includes the necessary information and can be received in a reasonable amount of time.

In order for emailing to be successful, we need the following information:

AP Contact *Wendy Hastings*
AP Email *W.hastings@CommercialPointOhio.gov*
AP Phone *614-877-9248 xt 7*

Email an additional copy of the Invoice to:

1. *N/A*
2. _____

In an effort to make our invoicing process more convenient, we are happy to announce that we now accept all major credit cards for payment of services. A 4% service charge will be applied at the time of payment. Payments can be submitted directly over the phone by calling 330-375-1390. Please have the following information at the time of the call: Client Name, Invoice Number, Project Number, Total Amount, and credit card information.

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EXHIBIT A STANDARD PROVISIONS OF AGREEMENT FISCAL YEAR 2022

Client and Environmental Design Group, LLC (Consultant) agree that the following provisions shall be part of their agreement:

1. This Agreement will be binding upon the heirs, executors, administrators, successors and assignees of Client and Consultant and will not be assigned by either Client or Consultant without the prior written consent of the other.
2. This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations that are not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement will be in writing and signed by both Client and Consultant. The Client may use purchase orders as an administrative convenience, however, any terms and conditions contained in such purchase orders are not to be considered terms and conditions of this Agreement and will not be binding upon Consultant unless expressly agreed to in writing by Consultant.
3. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.
4. Consultant's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, will not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
5. If any term, condition, or covenant, of this Agreement is held by a court of competent jurisdiction to be invalid, void or not enforceable, the remaining provisions of this agreement will be valid and binding on Client and Consultant.
6. Consultant will only act as an advisor in all governmental relations. Obtaining government approvals is not a term of this agreement unless expressly set forth herein.
7. Consultant is not responsible for delay or damages caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays or damages by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client or his agents to furnish timely information or approve or disapprove Consultant's work promptly, faulty performance by Client or other contractors, or the actions or inactions of governmental agencies including, but not limited to permit processing, changes in policy, environmental impact reports, dedications, general plans and amendments hereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant will not be deemed to be in default of this agreement.
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