

First Reading: April 2, 2024  
Second Reading: dispensed

**RESOLUTION 2024 - 030**

**A RESOLUTION APPROVING AN LPA FEDERAL LOCAL-LET PROJECT AGREEMENT FOR RIGHT OF WAY ACQUISITION SERVICES WITH DENNIS A. ZICCARDI & ASSOCIATES FOR THE HAM CR 266 14.97 KEMPER ROAD PID 117220 SIDEWALK PROJECT AND DISPENSING WITH THE SECOND READING**

**WHEREAS**, the Board of Township Trustees is desirous of making improvements to East Kemper Road in the township by adding sidewalks, ADA compliant curb ramps, and pedestrian crossings, along East Kemper Road from Baen Road to Snider Road, the HAM CR 266 14.97 Kemper Road PID 117220 sidewalk project, and wishes to provide for Right of Way Acquisition Services, in regard to the project; and

**WHEREAS**, the Board of Township Trustees desires to approve an LPA Federal Local-Let Project Agreement for Right of Way Acquisition Services between Sycamore Township and Dennis A Ziccardi & Associates, LLC, for the HAM CR 266 14.97 Kemper Road PID 117220 sidewalk project;

**NOW THEREFORE, BE IT RESOLVED** by the Board of Township Trustees of Sycamore Township, State of Ohio:

**SECTION 1.** The attached LPA Federal Local-Let Project Agreement between Sycamore Township and Dennis A Ziccardi & Associates, LLC, for the HAM CR 266 14.97 Kemper Road PID 117220 sidewalk project is hereby approved, and the Township Administrator is hereby authorized and directed to execute the Agreement on behalf of the Board in an amount not to exceed \$27,700.

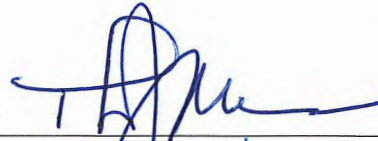
**SECTION 2.** The Board of Township Trustees of Sycamore Township, by at least two-third vote of all of its members, dispenses with any requirement that this Resolution be read on two separate days and authorizes its passage upon one reading.

**SECTION 3.** This Resolution shall take effect on the earliest date allowed by law.

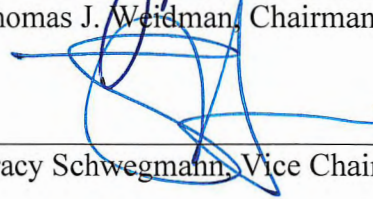
**VOTE RECORD:**

Mr. Kellums Aye      Ms. Schwegmann Aye      Mr. Weidman Aye

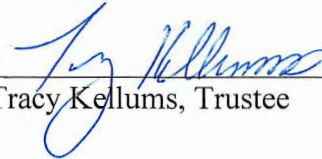
**PASSED** at a meeting of the Board of Township Trustees this 2<sup>nd</sup> day of April, 2024.



Thomas J. Weidman, Chairman



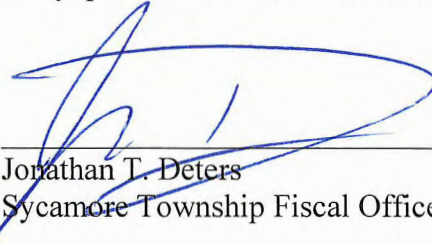
Tracy Schwegmann, Vice Chairman



Tracy Kellums, Trustee

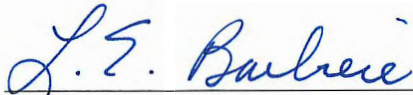
**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer this 2<sup>nd</sup> day of April, 2024.



Jonathan T. Deters  
Sycamore Township Fiscal Officer

**APPROVED AS TO FORM:**



Lawrence E. Barbieri, Law Director

Sycamore Township of Hamilton County, OH

AGREEMENT NO. 40751

This Agreement No. 40751 entered into this 2<sup>nd</sup> day of April, 2024, by and between Sycamore Township of Hamilton County, OH, acting by and through the Township Administrator, hereinafter referred to as the "Township" and Dennis A Ziccardi & Associates, LLC, hereinafter referred to as the "Consultant", with an office located at 1119 Egan Hills Drive, Cincinnati OH 45229

WITNESSETH:

That the Township and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all professional services as may be authorized by the Township for Right of Way Acquisition Services for the installation of sidewalk, ADA compliant curb ramps, and pedestrian crossings on Kemper Rd. Project to also include upgrading existing traffic signals with pedestrian push buttons and signal heads in Hamilton County, Ohio, identified as HAM CR 266 14.97 Kemper Rd PID 117220.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The Township and the Consultant agree to the attached Invoice and Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice & Project Schedule transmittal letter together with the updated Invoice & Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.
- (b) Two (2) copies of the updated Project Schedule.

CLAUSE III - PRIME COMPENSATION

The Township agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement.

- Part 1: Right of Way Acquisition Services for Title Research, Appraisals, Right of Way Acquisition Services for Negotiations, Closings, Relocation Assistance, and Project Management.

<i>Item</i>	<i>No of Units</i>	<i>Unit</i>	<i>Per Each</i>	<i>Total Amount</i>
<b>Appraisals</b>				
RE-95 Preparation		parcel	\$0.00	
Summary RW Appraisal		parcel	\$0.00	
Limited Scope Summary Appraisal		parcel	\$0.00	
Value Finding		parcel	\$0.00	
Value Analysis	5	parcel	\$1000.00	\$5,000.00
Project Data Book		parcel	\$0.00	
Project Management	5	parcel	\$200.00	\$1,000.00
<b>Title Researches</b>				
Abbreviated Title	5	parcel	\$400.00	\$2,000.00
Full Title (42 year)		parcel	\$0.00	
Title Update		parcel	\$0.00	
Project Management	5	parcel	\$200.00	\$1,000.00
<b>Negotiations</b>				
Negotiation	5	parcel	\$2,100.00	\$10,500.00
Bill of Sale Negotiation		parcel	\$0.00	
Negotiation Trainee		Parcel	\$0.00	
Project Management	5	parcel	\$200.00	\$1,000.00
<b>Closings</b>				
Mail Out	5	parcel	\$400.00	\$2,000.00
Formal		parcel	\$0.00	
Formal for Structure Parcels		parcel	\$0.00	
Title Update for Appropriation		parcel	\$0.00	
Mortgage Release		per each	\$0.00	
Project Management	5	parcel	\$200.00	\$1,000.00
<b>Miscellaneous</b>				
Copies and Recording Fees \$600.00 Maximum	5	N/A	Actual Costs	
Project Economies of Scale Adjustment				\$3,700

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Twenty-Seven Thousand and Seven hundred dollars (\$27,700).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the Township may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

#### CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

- (b) The most current Scope Definitions for Right of Way Services as published on the ODOT Website (<https://www.dot.state.oh.us/Divisions/Engineering/RealEstate/Pages/ConsultantForms.aspx>).
- (c) The Invoice & Project Schedule.
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<https://budget.ohio.gov/TravelRule>).


CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.


Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the Township Administrator.

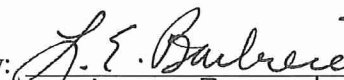
Dennis A Ziccardi & Associates, LLC

By:   
Title: President

Sycamore Township of Hamilton County, OH

  
Greg Bickford  
Administrator

APPROVED AS TO FORM:

By:   
Title: Law Director