

RESOLUTION 2018- 130

A RESOLUTION APPROVING A CONTRACT WITH DENNIS A. ZICCARDI & ASSOCIATES, LLC FOR APPRAISAL SERVICES FOR THE MONTGOMERY ROAD SIDEWALK PHASE IV PROJECT AND DISPENSING WITH A SECOND READING

WHEREAS, the Board of Township Trustees is making improvements to Montgomery Road in the Township by adding sidewalks along Montgomery Road from Dearwester Drive north a distance of 1950 feet to the existing sidewalk (the "Montgomery Road Sidewalk Phase IV Project" also known as ODOT Ham-US22-12.38 Montgomery Road PID No. 103392 and wishes to provide for appraisals for right of way acquisition, in regard to the project; and

WHEREAS, the Board of Township Trustees desires to contract with Dennis A. Ziccardi & Associates, LLC for appraisals of right of way necessary for the Montgomery Road Sidewalk Phase IV Project;

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

SECTION 1. The attached contract with Dennis A. Ziccardi & Associates, LLC is hereby approved and the Township Administrator is hereby authorized and directed to execute the contract on behalf of the Board in an amount not to exceed \$10,600.00.

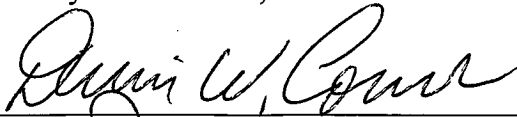
SECTION 2. The Board of Township Trustees of Sycamore Township, by at least two-third vote of all of its members, dispenses with any requirement that this Resolution be read on two separate days and authorizes its passage upon one reading.

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

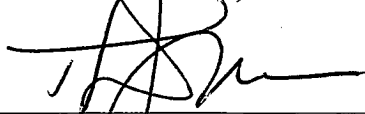
VOTE RECORD:

Mr. Connor Y Mr. LaBarbara Y Mr. Weidman Y

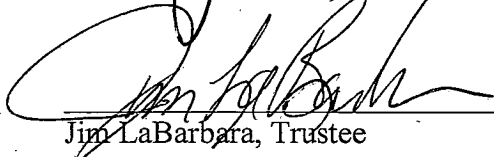
PASSED at the meeting of the Board of Trustees this 4th day of December, 2018.



Dennis W. Connor, President



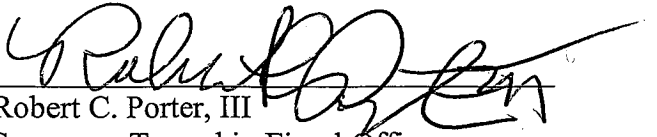
Thomas J. Weidman, Vice President



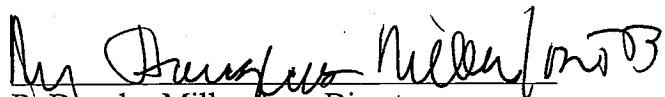
Jim LaBarbara, Trustee

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer, this 4th day of December, 2018.


Robert C. Porter, III
Sycamore Township Fiscal Officer

APPROVED AS TO FORM:


R. Douglas Miller, Law Director

Localgovernment/Sycamore/Resolutions/201/AppraisalSidewalkMontgomeryIV

DENNIS A. ZICCARDI & ASSOCIATES, LLC

Right-of-Way Solutions

October 25, 2018

Mr. Tracy Kellums
Sycamore Township Assistant Administrator
8540 Kenwood Road
Sycamore Township, OH 45236

Re: HAM-US22-12.38, PID 103392
Montgomery Road

Dear Mr. Kellums:

Dennis A. Ziccardi & Associates, LLC is pleased to submit a cost proposal on the above referenced project.

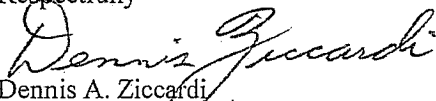
Dennis A. Ziccardi & Associates, LLC will be responsible for the following:

Two (2) Value Finding Appraisal Reports
Two (2) Full (42 Year) Title Reports
Two (2) Negotiations
Two (2) Project Management Parcels
Two (2) Formal Closings

Dennis A. Ziccardi & Associates, LLC is aware that we will not be paying for recording fees. All work identified above is to meet ODOT Acquisition Standards and will be performed by ODOT pre-approved personnel.

Dennis A. Ziccardi & Associates, LLC is ready to begin upon a notice to proceed. If you require any additional information or need clarification on any items, please do not hesitate to contact me at 513-242-1222 (office) or 513-652-0314 (cell).

Respectfully


Dennis A. Ziccardi
Project Manager

Enclosures: Cost Proposal

RW ACQUISITION SERVICES COST PROPOSAL

Company Name: Dennis A. Ziccardi & Associates, LLC

District: 8

Date: October 25, 2018

PID NO.: 103392

Task No.: Montgomery Road

Project CRS: HAM-US22-12.38

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
1. Project Management - line items found in sections below	parcel			
2. Appraisal				
a. RE 95 Preparation	parcel			\$0.00
b. R/W Appraisal Report (RE 25-17)	parcel			\$0.00
c. Limited Scope R/W Appraisal Report (RE 25-17)	parcel			\$0.00
d. Value Finding (RE 90)	parcel	2	\$1,500.00	\$3,000.00
e. Value Analysis	parcel			\$0.00
f. Project Data Book	parcel			\$0.00
g. Project Management	parcel	2	\$200.00	\$400.00
SECTION SUBTOTAL				\$3,400.00
3. Appraisal Review				
a. R/W Appraisal Report(RE 25-16)	parcel			\$0.00
b. Limited Scope R/W Appraisal Report (RE 25-16)	parcel			\$0.00
c. Value Finding (RE 25-14)	parcel			\$0.00
d. Value Analysis (RE 25-13)	parcel			\$0.00
e. USPAP Review (RE 25-12)	parcel			\$0.00
f. Parcel Impact Note	parcel			\$0.00
g. Appraisal Problem Analysis	parcel			\$0.00
h. Project Management	parcel			\$0.00
SECTION SUBTOTAL				\$0.00
4. Title Researches				
a. Abbreviated Titles	parcel			\$0.00
b. Full Title (42 year)	parcel	2	\$650.00	\$1,300.00
c. Title Update	parcel			\$0.00
d. Project Management	parcel	2	\$200.00	\$400.00
SECTION SUBTOTAL				\$1,700.00
SECTION TOTAL				\$5,100.00

Table split for Federal Authorization for Right of Way Acquisition

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
5. Negotiation				
a. Negotiation (includes letters, packets, negotiations, billings, document preparation, plan revision coordination, etc.)	parcel	2	\$1,750.00	\$3,500.00
b. Bill of Sale Negotiation	Per BS Parcel			\$0.00
c. Negotiation Trainee	parcel			\$0.00
d. Project Management	parcel	2	\$200.00	\$400.00
SECTION SUBTOTAL				\$3,900.00
6. Closings				
a. Mail Out	parcel			\$0.00
b. Formal (includes forms RE 30, 31, 44, 45 & 57 and etc.)	parcel	2	\$600.00	\$1,200.00
c. Formal - structure parcels	parcel			\$0.00
d. Title Update for Appropriation	parcel			\$0.00
e. Mortgage Release	per release			\$0.00
f. Project Management	per release	2	\$200.00	\$400.00
SECTION SUBTOTAL				\$1,600.00
7. Relocation Assistance Services				
a. Residential offer made	parcel			\$0.00
b. Residential final billing	parcel			\$0.00
c. Commercial Offer made	parcel			\$0.00
d. Commercial final billing	parcel			\$0.00
e. Personal Property final billing	parcel			\$0.00
f. Pre-Acquisition Survey/Interview	parcel			\$0.00
g Pre-Acquisition Report	parcel			\$0.00
h Relocation/Relocation Review	parcel			\$0.00
SECTION SUBTOTAL				\$0.00
8 Relocation Review				
a. Residential Review	parcel			\$0.00
b. Commercial Review	parcel			\$0.00
c. Personal Property Review	parcel			\$0.00
d. Project Management	parcel			\$0.00
SECTION SUBTOTAL				\$0.00

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
9. Asbestos				
a. Collection/Reporting	parcel			\$0.00
b. Testing	parcel			\$0.00
SECTION SUBTOTAL				\$0.00
10. Miscellaneous				
a. Red Books	parcel			\$0.00
b. Meetings and Testimony for appropriations	parcel			\$0.00
c. Property Management	parcel			\$0.00
d. Specialty Appraisal Studies (Parking, Rent, Architectural etc.)	parcel			\$0.00
e. Copies and Recording fees (reimbursable based on actual cost for Titles and Closings - receipts necessary)	parcel	Actual Cost		
f. R/W Cost Estimate (RE-101)	parcel			\$0.00
SECTION SUBTOTAL				\$0.00
SECTION TOTAL				\$5,500.00
GRAND TOTAL				\$10,600.00

SYCAMORE TOWNSHIP

AGREEMENT NO. 33064

This Agreement No. 33064 entered into this _____ day of _____, 20____, by and between the Sycamore Township, Hamilton County, acting by and through the Township Administrator, hereinafter referred to as the Township, and Dennis A. Ziccardi & Associates, LLC, a limited liability company, hereinafter referred to as the Consultant, with an office located at 1119 Egan Hill Drive, Cincinnati, Ohio 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 construction of new sidewalk on the west side of Montgomery Road from Dearwester Drive to tie into existing sidewalk approximately 375 feet south of Pinehurst Lane in Hamilton County, Ohio, identified as HAM-22-12.38, PID 103392.

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 City 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 Researches, Appraisals, Negotiations, Closings, Project Management, and Miscellaneous.

Unit of Work Compensation as established in the table below. The maximum prime compensation shall not exceed Ten Thousand Six Hundred Dollars (\$10,600.00). All

work shall be performed on an "if authorized" basis. The fee shall accumulate as authorized (separate cost accounting is not required for each activity).

<i>Item</i>	<i>Unit</i>	<i>Per Each</i>
Appraisals		
Value Finding (RE 90)	parcel	\$1,500.00
Project Management	parcel	\$200.00
Title Researches		
Full Title (42 year)	parcel	\$650.00
Project Management	Parcel	\$200.00
Project Management		
Project Management for Negotiations, Closings, Relocation Assistance	parcel	\$225.00
Negotiation		
Negotiation	parcel	\$1,750.00
Project Management	parcel	\$200.00
Closings		
Formal (includes forms RE 30, 31, 44, 45 & 57 and etc.)	parcel	\$600.00
Project Management	Per release	\$200.00

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Ten Thousand Six Hundred Dollars (\$10,600.00).

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 (<http://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 (<http://obm.ohio.gov/MiscPages/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: _____

Sycamore Township

Greg Bickford
Township Administrator

APPROVED AS TO FORM:

By: _____

Title: _____