

**SUGARCREEK TOWNSHIP
RESOLUTION NO. 2015.09.08.04**

IN RE: Authorizing the Township Administrator to Enter into an Agreement with MS Consultants, Inc. Regarding Safe Routes to School Projects
PID 93532:E120743 and PID 96356:E131364

WHEREAS, the uninterrupted operations of the Township are necessary for the preservation of health, safety and general welfare; and,

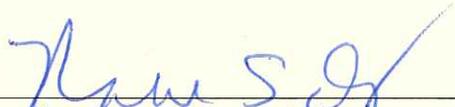
WHEREAS, the Board of Trustees recognizes the importance of safe pathways and bikeways for the public and the valuable community asset they represent in sustainable communities; and,

WHEREAS, the Township Planner requested and received several competitive bids for right-of-way services related to the construction of a 10' wide Safe Routes to School path, known as projects PID 96356:E131365 and PID 93532:E120743; and,

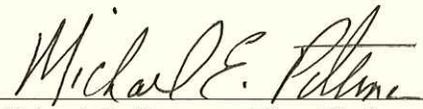
WHEREAS, upon reviewing said bids, the bid received from MS Consultants, Inc. was selected in the amount of Twenty-one Thousand Five Hundred dollars (\$21,500.00); and,

WHEREAS, all of the funds used to pay for these services will be reimbursed to the Township by the Ohio Department of Transportation (ODOT).

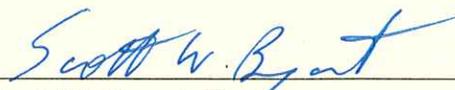
NOW THEREFORE, BE IT RESOLVED, that the Board of Trustees hereby authorize the Township Administrator to enter into an Agreement with MS Consultants, Inc. (see attached) regarding Safe Routes to School Projects PID 93532:E120743 and PID 96356:E131364.



Nadine S. Daugherty, Chairperson



Michael E. Pittman, Vice Chairperson



Scott W. Bryant, Trustee

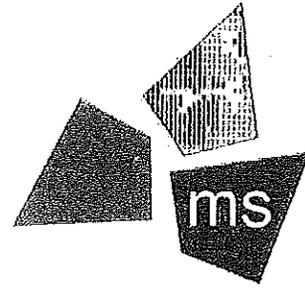


Theodore L. Hodson, Fiscal Officer

ms consultants, inc.
engineers, architects, planners

2221 Schrock Road
Columbus, Ohio 43229-1547
p 614.898.7100
f 614.898.7570
www.msconsultants.com

August 25, 2015



Cara Tilford, AICP
Director of Planning and Zoning
Sugar creek Township
2090 Ferry Road
Bellbrook, Ohio 45305

**RE: Sugar creek Township Cost Proposal:
PID 93532: E120743**

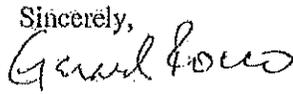
Dear Ms. Tilford:

It is with great pleasure that I provide to you the following Cost Proposal for the Sugar creek Township Safe Routes to School Project referenced above. My Proposal is based upon best available information and meant to include the following Scope of Services:

- 1 Project Management
- 3 Full (42 year) Title Reports at 450. per unit.
- 3 VA Value Reports at 750. per unit.
- 3 Negotiations at 1900. per unit.
- 3 Title Updates included within closing fee.
- 3 Closings at 550. per unit.

I propose to provide project management, title research, appraisal, negotiation, title update and closing services for you. Total cost for these services will not exceed **Ten Thousand Nine Hundred Fifty Dollars (\$10,950.00)**. Any copy and recording costs will be treated as a project direct cost and reimbursed with receipt. In the event additional parcels are added to this assignment or an alternative appraisal format is deemed necessary, this change in scope will be viewed as additional services and a separate unit cost for each will be negotiated at that time.

We are able to begin work immediately upon your authorization to proceed. Thank you for the opportunity to submit this Cost Proposal to you. Should you have any questions relating to this Cost Proposal or need additional information, do not hesitate to call me.

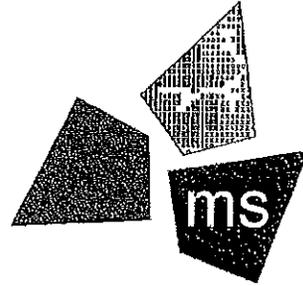
Sincerely,

Gerald A. Rocco, Esq.

File:

ms consultants, inc.
engineers, architects, planners

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Columbus, Ohio 43229-1547
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August 25, 2015



Cara Tilford, AICP
Director of Planning and Zoning
Sugarcreek Township
2090 Ferry Road
Bellbrook, Ohio 45305

**RE: Sugarcreek Township Cost Proposal:
PID 96356: E131364**

Dear Ms. Tilford:

It is with great pleasure that I provide to you the following Cost Proposal for the Sugarcreek Township Safe Routes to School Project referenced above. My Proposal is based upon best available information and meant to include the following Scope of Services:

- 1 Project Management
- 3 Full (42 year) Title Reports at 450. per unit
- 3 VA Value Reports at 750. per unit.
- 3 Negotiations at 1900. per unit.
- 3 Title Updates included with closing fee.
- 2 Closings at 550. per unit.
- 1 Closing at 150. per unit

I propose to provide project management, title research, appraisal, negotiation, title update and closing services for you. Total cost for these services will not exceed **Ten Thousand Five Hundred Fifty Dollars (\$10,550.00)**. Any copy and recording costs will be treated as a project direct cost and reimbursed with receipt. In the event additional parcels are added to this assignment or an alternative appraisal format is deemed necessary, this change in scope will be viewed as additional services and a separate unit cost for each will be negotiated at that time.

We are able to begin work immediately upon your authorization to proceed. Thank you for the opportunity to submit this Cost Proposal to you. Should you have any questions relating to this Cost Proposal or need additional information, do not hesitate to call me.

Sincerely,

A handwritten signature in cursive script that reads "Gerald A. Rocco".

Gerald A. Rocco, Esq.

Sugarcreek Township Safe Routes to School Projects

PID 96356: E131364

PID 93532: E120743

This Agreement entered into this 8th day of September, 2015, by and between Sugarcreek Township, acting by and through the Township Administrator, hereinafter referred to as the Township, and ms Consultants, Inc. hereinafter referred to as the Consultant, with an office located at 2221 Schrock Road, Columbus, Ohio 43229-1547.

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 construction of a 10' wide SRTS path in Greene County, Ohio, identified as GRE-SUGARCREEK SRTS PID 96356: E131364 and PID 93532: E120743.

CLAUSE II - INVOICE & PROGRESS SCHEDULE

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

The Consultant agrees to submit the completed Invoice and Progress Schedule transmittal letter together with the updated Invoice and Progress 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 Progress 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 Researches, Appraisals, and Project Management.

Unit of Work Compensation as established in the table below. The maximum

prime compensation shall not exceed Seven Thousand Two Hundred Dollars (\$7200.00). 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>
Project Management		
Project Management for Title Researches, Appraisals	parcel	\$0.00
Pre-Acquisition Surveys	parcel	\$0.00
Appraisals		
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	parcel	\$750.00
Project Data Book	parcel	\$0.00
Title Researches		
Abbreviated Title	parcel	\$0.00
Full Title (42 year)	parcel	\$450.00
Title Update	parcel	\$0.00

Part 2: Right of Way Acquisition Services for Negotiations, Closings, Relocation Assistance, and Project Management.

Unit of Work Compensation as established in the table below. The maximum prime compensation shall not exceed Fourteen Thousand Three Hundred Dollars (\$14,300.00). 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>
Project Management		
Project Management for Negotiations, Closings, Relocation Assistance	parcel	\$0.00
Negotiation		
Negotiation	parcel	\$1900.00
Bill of Sale Negotiation	parcel	\$0.00
Closings		
Mail Out	parcel	\$150.00
Formal	parcel	\$550.00
Title Update for Appropriation	parcel	\$0.00
Relocation Assistance Services		
Residential offer made	parcel	\$0.00
Residential final billing	parcel	\$0.00
Commercial offer billing	parcel	\$0.00

Commercial final billing	parcel	\$0.00
Personal Property final billing	parcel	\$0.00
Pre-Acquisition Surveys	parcel	\$0.00
Asbestos		
Collection & Testing	parcel	\$0.00
Testing	parcel	\$0.00
Miscellaneous		
Red Books	parcel	\$0.00
Meetings and Testimony for Appropriations	hour	\$0.00
Property Management	parcel	\$0.00
RE-95 Update	parcel	\$0.00
Specialty Appraisal Studies (Parking, Rent, Architectural, etc.)	parcel	\$0.00
Copies and Recording Fees \$0.00 Maximum	N/A	Actual Costs
RW Cost Estimates	project	\$0.00

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is \$21,500.

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, 2010 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, 2010 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>).
- (d) The Invoice & Progress Schedule.
- (e) 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.

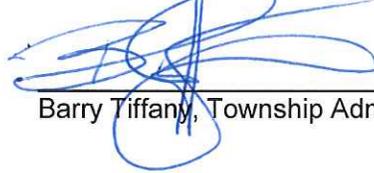
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the Township Administrator.

ms Consultants, Inc.

By: _____

Title: _____

Sugarcreek Township



Barry Tiffany, Township Administrator

APPROVED AS TO FORM:

By: Stephanie R. Hayden

Title: Assistant Prosecutor, Greene County