

VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2018-72

A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL OFFICER TO EXECUTE AN AGREEMENT WITH O.R. COLAN ASSOCIATES, LLC, FOR APPRAISAL SERVICES FOR RIGHT-OF-WAY ACQUISITION FOR THE SANITARY SEWER IMPROVEMENT PROJECT IN THE VILLAGE OF SOUTH LEBANON, AND DECLARING AN EMERGENCY

WHEREAS, on September 20, 2018, the Council passed Resolution No. 2018-46 and entered into an Agreement with McGill Smith Punshon, Inc. for engineering services relative to the Village Sanitary Sewer Improvement Project planned along the Little Miami Scenic Bike Trail; and,

WHEREAS, due to the large amount of property and easements necessary to be acquired to complete this Project, it is necessary to utilize appraisal and property acquisition consulting services; and,

WHEREAS, O.R. Colan Associates, LLC submitted a proposal to provide the required services, not to exceed \$17,147.15; and,

WHEREAS, immediate action is required to contract for appraisal services relating to the right-of-way acquisition to maintain the design schedule for the Sanitary Sewer Improvements Project, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon, at least two-thirds of all members elected thereto concurring:

Section 1. Approve the Agreement with O.R. Colan Associates, LLC,, a copy of which is attached hereto, and further authorize the Mayor and Fiscal Officer to execute the Agreement on behalf of the Village.

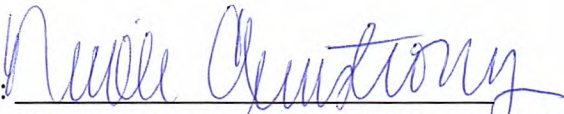
Section 2. That the Council is acting in its administrative capacity in passing this Resolution.

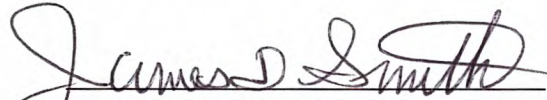
Section 3. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 4. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

Section 5. That it is found and determined that all formal actions of the Council concerning and relating to passing this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 6th day of December, 2018.

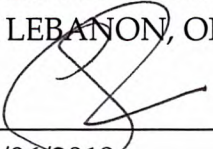
Attest: 
Nicole Armstrong, Fiscal Officer/Clerk


James D. Smith, Mayor

Rules Suspended: <u>11/1</u> /2018_ (if applicable)	Effective Date – / /2018
Vote - <u>6</u> Yeas ___ Nays	
First Reading – / /2018	Effective Date – / /2018
Second Reading – / /2018	
Third Reading – / /2018	
Vote - ___ Yeas ___ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: 
Date: 12/06/2018

**MASTER AGREEMENT
FOR PROFESSIONAL APPRAISAL SERVICES**

This MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (the "Agreement") made as of the date stated below, between the Village of South Lebanon, Ohio, 99 S. High Street, South Lebanon, OH 45065 (the "Village") and O.R. Colan Associates, LLC, organized under the laws of the State of Ohio as a Limited Liability Corporation, whose address is 8790 Governor's Hill Drive, Suite 101, Cincinnati, Ohio 45249 ("Consultant").

The Village desires to engage Consultant to assist in rendering professional services.

The Village and the Consultant in consideration of their mutual covenants herein agree, in respect of the performance of professional consulting services by Consultant and the payment for those services by the Village, to the following terms, conditions and obligations.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1 Consultant shall perform Basic Services ("the Project") the scope of which is particularly set forth, defined and identified, in the attachment hereto, and made a part of this Agreement as Exhibit A.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

2.1 If authorized in writing by the Village and Consultant, Consultant shall furnish or obtain from others Additional Services of certain types, which are not considered normal or customary Basic Services. Such additional services shall be agreed upon in writing by the Village and the Consultant before commencing the Additional Services.

SECTION 3 - THE VILLAGE'S RESPONSIBILITIES

The Village shall:

- 3.1. Provide all criteria and full information for the Project, including objectives and constraints, performance requirements, and any budgetary limitations.
- 3.2. Assist Consultant by providing all available information pertinent to the Project in the possession of the Village including any previous appraisal service work done by the Village for the subject ROW properties.
- 3.3. Furnish Consultant, as required for performance of Consultant's Basic Services data prepared by or services of others, as applicable.
- 3.4. Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform the scope of services.
- 3.5. **DELETED**
- 3.6. Furnish approvals from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

- 3.7. Provide such accounting, insurance counseling and such legal services as may be required for the Project, such legal services as the Village and Consultant may require or Consultant may reasonably request with regard to legal issues pertaining to the Project.
- 3.8. Designate in writing the person or persons to act as the Village's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the Village's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's services.
- 3.9. Give prompt written notice to Consultant whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect in the work of any third party.
- 3.10. Furnish, or direct Consultant to provide, upon approval of the Village, necessary Additional Services as stipulated in accordance with this Agreement or other services as required.
- 3.11. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1. The provisions of this Section 4 and the various rates of compensation for Consultant's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project.
- 4.2. Upon receipt of a written notice to proceed from the Village, Consultant shall proceed with the performance of the services called for in Exhibit A.
- 4.3. Consultant's services to be rendered thereunto shall be considered complete upon written acceptance by the Village.
- 4.4. If the Village has requested significant modifications or changes in the extent of the Project, the time of performance of Consultant's services and his/her/its various rates of compensation shall be adjusted appropriately, upon approval of the Village and the Consultant of a written Schedule.
- 4.5. The initial term of the Agreement is 365 days from the date of execution of the Agreement stated below.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services and Expenses of CONSULTANT

- 5.1.1. For Basic Services. The Village shall pay Consultant for Basic Services rendered under Section 1 as follows:

The price for the products and/or services provided herein and the method of payment thereto shall be based on Exhibit A. **THE TOTAL PRICE FOR THE BASIC SERVICES SHALL NOT EXCEED \$17,147.15.** The Village shall not be

responsible for the cost of any Basic Services that exceeds the aforementioned not-to-exceed price without prior written authorization from the Village.

5.1.2 For Additional Services. The Village shall pay Consultant for Additional Services rendered based on Consultant's fees submitted to the Village and agreed upon in writing prior to commencing the Additional Services.

5.2 Times of Payments.

5.2.1. Consultant shall submit itemized invoices for Basic and Additional Services rendered. The Village shall make prompt payments in response to Consultant's itemized invoices by mailing via ordinary U.S. mail such payment no later thirty (30) days of Village's receipt of invoice.

5.2.2. Invoices shall be mailed to the Village for the cost of appraisal services on a "per unit" basis upon completion and review of the appraisal by the Consultant.

5.3 Other Provisions Concerning Payments.

5.3.1. If the Village fails to make any payment due Consultant for completed services within forty-five (45) days after receipt of Consultant's itemized invoice therefore, the amounts due Consultant shall include a charge at the rate of 1% per month from said 45th day, and in addition, Consultant may, after giving seven days written notice to the Village, suspend services under this Agreement until he/she has been paid in full all amounts due for services and expenses.

5.3.2. In the event of termination by the Village under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due Consultant for all services satisfactorily rendered through such phase shall constitute total payment for such services.

5.3.3. DELETED

5.4 Definitions

5.4.1. DELETED

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination.

The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.2 Reuse of Documents.

Deleted

6.3 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall exclusively be the Warren County, Ohio Court of Common Pleas.

6.4 Successors and Assigns.

- 6.4.1. The Village and Consultant each binds himself/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
- 6.4.2. Neither the Village nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates and subcontractors, as he/she may deem appropriate to assist him/her in the performance of services hereunder.
- 6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Village and Consultant.

6.5 Modification or Amendment

No modification or amendment of any provisions of this Agreement shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Agreement and states that an amendment or modification is being made in the respects as set forth in such amendment.

6.6 Construction

Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.

6.7 Waiver

No waiver by either party of any breach of any provision of this Agreement shall be deemed to be a further or continuing waiver of any breach of any other provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner affect such party's right to enforce the same at a later time.

6.8 Relationship of Parties

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement.

6.9 Parties

Whenever the terms "the Village" and "Consultant" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of the Village and the Consultant.

6.10 Headings

Paragraph headings in this Agreement are for the purposes of convenience and identification and shall not be used to interpret or construe this Agreement.

6.11 Notices

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:

TO: The Village of South Lebanon, Ohio
Attn. Village Administrator
99 S. High Street
South Lebanon, OH 45065

O.R. Colan Associates, LLC
Attn: Paul Buff
8790 Governor's Hill Drive, Suite 101
Cincinnati, Ohio 45249

6.12 Insurance

Consultant shall carry comprehensive general and public liability insurance, with no interruption of coverage during the entire term of this Agreement. Consultant further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Consultant shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement. Consultant shall provide the Village with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the Village. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement. The insurance shall comply with all of the following provisions:

(a) The insurer shall have an AM Best rating of A- or better, unless otherwise agreed by the Village in writing;

(b) The insurance coverage must have commercial general liability limit of \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the minimum general aggregate shall be \$2,000,000;

(c) The automobile liability limit shall be at least \$500,000 per accident for bodily injury and property damage where applicable;

(d) The insurance coverage shall have Ohio stop gap employer's liability with a \$1,000,000 limit;

(e) The Consultant shall name the Village, its elected and appointed officials, agents, employees and volunteers as additional insureds to all insurance policies with waiver of subrogation against the Village, and shall furnish the Village with certificates of insurance naming such individuals and entities as additional insureds. The coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the additional insured's, whether available coverage is primary, contributing or excess, and shall provide the Village with the same coverage and duty to defend as the primary coverage provides for Consultant;

The Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor; provided that all coverages for subcontractors shall be subject to all requirements stated herein; and

(f) Consultant shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide the Village with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

7.1 This Agreement is subject to the following special provisions, if any:

7.1.1 Consultant shall not be liable for any acts other than acts performed through the Consultant's own negligence.

7.2. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A.

SECTION 8 – DISPUTE RESOLUTION

Any and all controversies, disputes, disagreements, claims and demands of whatsoever kind or nature arising out of or relating in any way to this Agreement, alleged breaches thereof, and/or the parties' relationship shall: (i) first be submitted to mediation before a mediator mutually agreed upon, and if mediation is not successful, then; (ii) the parties may litigate the dispute subject to the jurisdiction and venue stipulation in Section 6, Paragraph 6.2 herein.

SECTION 9 – ENTIRE AGREEMENT

This Agreement, together with the Exhibits and schedules identified above constitute the entire agreement between the Village and Consultant, and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

SECTION 10 – INDEMNIFICATION

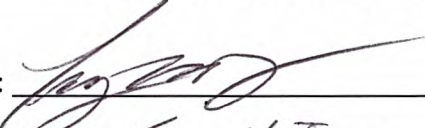
Consultant will indemnify and save the Village harmless from loss, claims, expenses, causes of action, costs, damages, and other obligations including but not limited to the Village's reasonable attorney fees, financial or otherwise, to the extent arising from (a) negligent, reckless, and errors or omissions by Consultant, its

agents, employees, licensees, contractors, or subcontractors; and, (b) the failure of Consultant, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Agreement.

SECTION 11 - EXECUTION

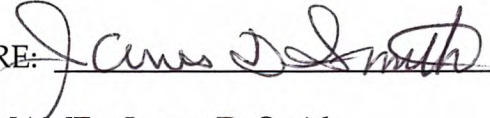
CONSULTANT :

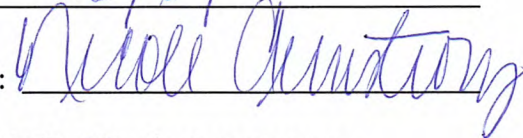
IN EXECUTION WHEREOF, O.R. Colan Associates, LLC, the Consultant herein, has caused this Agreement to be executed on the date stated below by _____, whose title is _____, pursuant to a Resolution or Consent Action authorizing such act.

SIGNATURE: 
PRINTED NAME: Tracy H. Jones
TITLE: Regional Vice President
DATE: 12/10/18

VILLAGE:

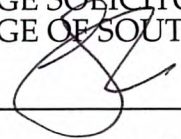
IN EXECUTION WHEREOF, the Council of the Village of South Lebanon, Ohio, has caused this Agreement to be executed on the date stated below by its Mayor and its Fiscal Officer, pursuant to Resolution No. 2018 - 172.

SIGNATURE: 
PRINTED NAME: James D. Smith
TITLE: Mayor
DATE: 12/6/18

SIGNATURE: 
PRINTED NAME: Nicole Armstrong
TITLE: Fiscal Officer
DATE: 12/6/18

APPROVED AS TO FORM:

VILLAGE SOLICITOR
VILLAGE OF SOUTH LEBANON, OHIO

By: 
Date: 12/6/18



TREATMENT PLANT

CRAWFORD RIVER

TOBIN RD.

ST. CLAIR

CRANFORD RD.

ST. JOHN

ST. MARY

ST. ANNE

ST. MICHAEL

ST. JAMES

ST. JOHN

ST. MARY

ST. ANNE

ST. MICHAEL

ST. JAMES

**Village of South Lebanon
Sanitary Sewer Project
Real Estate Acquisition/Right-of-Way Clearance
Scope of Services**

DEFINITIONS AND DESCRIPTIONS OF DUTIES TO BE PERFORMED

Local Public Agency– References to "Local Public Agency" in this Scope of Services shall mean the Village of South Lebanon, Ohio.

Design Consultant – References to "Design Consultant" in this Scope of Services shall mean McGill Smith Punshon (MSP).

Consultant – References to "Consultant" in this Scope of Services shall mean the right of way acquisition consultant.

Standards – For the purposes of preparing this Scope of Services and Cost Proposal, the Consultant will follow accepted real estate acquisition standards that are in compliance with the Ohio Revised Code, the Federal Uniform Act, and as outlined in the most current edition of the Ohio Department of Transportation's *Real Estate Policy & Procedures Manual*.

Project Authorization – Project authorization shall remain a Local Public Agency function. The Local Public Agency shall ensure a project has been properly authorized.

Evidence of Insurance – The Consultant will provide a Certificate of Insurance meeting all of the requirements of the Local Public Agency with the proposal or after a contract is executed between the Local Public Agency and the Consultant.

Labor Payments – All labor payments to the Consultant will be the responsibility of the Local Public Agency.

Encumbrances – Encumbrances shall remain a Local Public Agency-managed function. The Local Public Agency shall ensure funds for a project have been properly encumbered. Labor funds will be based on contracted amounts. Acquisition costs shall be based on the Design Consultant's estimate (if available) or the Consultant's estimate if included in the Cost Proposal.

PRE ROW ADVISORY SERVICES:

The Consultant will review the Design Consultant's design to provide input on the design's ROW impact throughout the design phase. This will include meetings with both the Local Public Agency and Design Consultant.

The Consultant will assist the Design Consultant in communications and coordination with the Ohio Department of Natural Resources (ODNR) during the design phase to expedite ODNR's review process.

TITLES:

Title Research - All title research activities will be the responsibility of the Consultant.
Title activities include the following:

- Preparation of Report on ODOT Form RE 46 (Title Report) and RE 46-1 (Chain of Title). A title report will be completed for each common ownership which may contain multiple Auditor Parcel Numbers (APN's);
- Consultant will be responsible for a 42-year minimum title search back to a warranty deed for all parcel numbers;
 - On Non-Complex ownership parcels the Consultant will provide up to one (1) chain of title per title report. A non-complex ownership is a residential parcel identified as one (1) individual owner, a married couple or a trust;
 - On Complex ownership parcels the Consultant will provide a minimum of one (1) chain of title or up to three (3) chains of title per report. A complex ownership is identified as a parcel owned by a Limited Liability Company, Corporation, Limited or General Partnership, Sole Proprietor, Public Agency or Church;
 - Additional research is required on Non-complex or Complex parcels that have more than five (5) fractional interests, more than 10 (ten) active liens associated with the parcel or more than ten (10) easements per title report.

Consultant reserves the right to request additional funds through a contract modification when additional research beyond the criteria outlined above for any such affected parcel.

The following will be completed as part of the standard title research:

- Complete copy of the current deed of record and additional deeds vesting fee simple title in the current owner and the root deed of title;
- Copy of Auditor's card showing land and improvement values;
- Tax mailing address;
- Copy of taxes for each auditor's parcel number and payment status;
- Copies of mortgages, mortgage assignments, tax liens, judgment liens, workers compensation liens, unemployment liens and other liens that encumber each auditor's parcel number that is subject of the title report;
- Copies of leases (in the case of Oil and Gas Leases no search will performed on the assignment of various lease interest);
- Copies of easements and rights of way found within the time frame searched, or referenced on current documents found;
- Copies of subdivision plats, annexation plats, splits and combines of property (only provided if they indicate easements or restrictions on the subject parcel);
- Docket entries for pending suits;
- Corporate Documents (if available on the Secretary of State's website);

The following research is not part of the Title Report and will not be provided:

- Auditor's Tax Maps (If Available);
- Copies of all the deeds in the chain of title for the time period searched, other than the current deed of record and root deed as identified under Title Research;
- Subdivision plats, annexation plats, split plats and combine plats not showing easements or restrictions;
- Search chain of Oil & Gas lease assignments or mineral rights, reserved or conveyed out.

APPRAISALS:

Scope of Appraisal Meeting – A scoping meeting shall be held at the project site to finalize appraisal formats. It is recommended that a representative from the Local Public Agency, Consultant Appraiser and Review Appraiser be in attendance. All formats will be in compliance with the current edition of the appropriate DOT Real Estate *Policy and Procedures Manual* and shall comply with current USPAP appraisal standards. This meeting attendance is strictly for appraisal scoping and does not include any kick-off meeting or public meeting attendance.

Appraisal Process – The appraisal function will be consistent with The Uniform Standards of Professional Appraisal Practice USPAP and the appropriate agency appraisal guidelines and requirements of the client such as: State DOT Policy & Procedures, FAA, FEMA, The Uniform Appraisal Standards for Federal Land Acquisitions "Yellow Book" and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 "Uniform Act".

Appraisal/Appraisal Updates – The Consultant will be responsible for all appraisal activities. All valuation activities will be done in accordance with USPAP appraisal standards and the appropriate *DOT Policy and Procedures Manual*, unless otherwise directed by the Local Public Agency. Appraisal and Appraisal updates will be the responsibility of the Consultant. Any appraisal update will require prior approval from the client at the consultant's pre-negotiated fee.

Appraisal Reviews – The Appraisal Review process is required if either: (1) directed by the Local Public Agency or (2) State or Federal funds are used on any phase of this project. **Review appraisers are not part of Appraisal Scope of Services and this price proposal does not include fees for a Review Appraiser unless otherwise stated in the proposal.** If the agency requires this task it must be contracted with a separate firm then ORC.

The Appraisal Review process is considered necessary and a required element when State or Federal funding is provided. The appraisal review quote implies one review per parcel. Should more than one review per parcel be necessary resulting from plan changes, multiple reviews of the same appraisal report, etc. then the review appraiser may seek additional compensation for additional review services.

Continued Appraisal Support – A certain level of continued appraisal support is included during the negotiation process in order to explain a complicated appraisal process or to answer a simple question. This is implied in the scope as an effort to aid the negotiating

team. However, should a significant block of time be required to be set aside to answer issues or prepare additional documentation, not otherwise requested in the appraisal review process, the appraiser retains the right to submit a contract modification for additional time and expenses accrued outside the limits of the original appraisal scope.

Sign Value Estimates – When acquiring right of way, especially within a commercial corridor it becomes necessary to provide a sign valuation estimate. This task is generally provided by someone experienced in the field of sign valuation and comes at an additional cost. The cost of the sign valuation will be incurred by the client unless otherwise specifically stated in the proposal.

ACQUISITION:

Preparation of Individual Parcel Files – The Consultant shall be responsible for the assemblage and maintenance of all acquisition and relocation files. All files will be maintained in accordance with the ODOT Real Estate *Policy and Procedures Manual* and as directed by the Local Public Agency.

Negotiations – The Consultant will be responsible for all negotiation activities. All negotiation activities will be done in accordance with the ODOT Real Estate *Policy and Procedures Manual* Section 5000 et seq., unless otherwise directed by the Local Public Agency. Consultant is responsible for the preparation and distribution of the Notification Letters and Brochures; and the preparation and distribution of Offer Letters. During negotiations, the Consultant shall supply the fee owner with a copy of the applicable Appraisal or Value Analysis. Consultant will prepare and supply a Local Public Agency approved Brochure or ODOT Brochure, as directed by the Local Public Agency. Consultant will complete a maximum of ten (10) contacts (face to face meetings, phone calls, faxes, mail, and/or e-mails) per acquisition parcel within a sixty (60) day period from the date of the Initial Offer, in order to secure the parcel. All contacts will be logged in the Acquisition Agent's notes, as part of the parcel file records. Should the Local Public Agency wish to extend negotiations beyond ten (10) contacts or beyond a sixty (60) day period, Consultant reserves the right to request a contract modification for additional Negotiation labor fee(s) with the affected property owner(s).

Property Inventory Classification –Currently this Task is not part of this Scope of Services as not personal property (e.g. fences, signs etc...) have been identified on the plans provided. Should this task be identified during further plan development, the Consultant reserves the right to request a contract modification for additional labor fee(s) associated

Bill of Sale –Currently this task is not part of this Scope of Services as no personal property (e.g. fences, signs, etc.) have been identified on the plans provided which could be owned by a third party. Should this task be identified during the appraisal process or negotiations, the Consultants reserves the right to request a contract modification for additional labor fee(s) associated with this task

Legal Descriptions – Legal Descriptions will be supplied by the Design Consultant and should be approved by the applicable County(s). The Design Consultant shall secure "pre-approved" legal descriptions with the applicable County(s) where appropriate and whenever possible.

Legal (Conveyance) Instruments – Legal (Conveyance) Instruments will be provided by the Local Public Agency. In the absence of the Local Public Agency providing their own Instruments, the Consultant will use ODOT's LPA instruments; with the understanding that they will be reviewed and approved by the Local Public Agency's legal counsel prior to use on this project.

Local Public Agency Representative may Accompany Consultant – At the request of the Local Public Agency, employees of the Local Public Agency may accompany the Consultant on any or all phases of the acquisition process; but on a schedule and at times set by the Consultant.

In-formal CLOSING & TITLE UPDATE:

Closings – All closing activities are to be the responsibility of the Consultant. Closing activities include the following:

- Title Update (listed as a separate fee in the cost proposal)
- Preparation of ODOT LPA Form RE-57 and submission of the completed form to the County Auditor's Office for determination of pro-rated taxes and unpaid assessments;
- Conducting of closings and the disbursement and collecting of monies as required;
- Recording the instruments and releases with the County Recorder's Office;
- Depositing the pro-rated taxes with the required County office and obtaining a receipt;
- Monitoring the property owner for compliance with performance withholding requirements on non-structure parcels involving retention of signs, etc.; Paying owner(s) and securing receipt upon property owners' compliance with requirements

The Local Public Agency will be responsible for the following:

- Completing and submitting to the specific County offices the tax exemptions (DTE 23 Forms);
- The Local Public Agency will be responsible for payment of any taxes from the date of deed transfer to obtaining tax exemption status

Title Updates – Consultant will be responsible to provide one (1) title update per parcel prior to closing a parcel or filing a parcel for appropriation. If additional title updates are required, by the Local Public Agency, an additional title update fee will be charged to complete this work.

Mortgage Releases –Currently this task is not part of this Scope of Services as no Mortgage Releases have been identified as the value of the taking appears to be less than \$5,000.00 and a Mortgage Release is not required at this time. Should the FMVE be greater than \$5,000.00 once the appraisal process is completed, the Consultants reserves the right to request a contract modification for additional labor fee(s) associated with this task

PROJECT ADMINISTRATION:

Project Mobilization Meeting – A Project Mobilization Meeting is held to introduce each other and to clarify any questions relating to project scope. A Project Mobilization Meeting

will outline contact persons and communication protocol. At this meeting, all issues related to the specific job and its division of responsibilities will be resolved.

Project Timeline – A Project Timeline will be submitted by the Consultant. It will indicate the critical path of the project as it relates to overall project development.

Administrative Reviews – The Local Public Agency shall be the primary contact for settlement authority requested by the Consultant for administrative reviews. All requests for administrative reviews shall be in writing and shall contain all appropriate documentation to support a request. A recommendation will be provided by the Consultant. The Consultant shall have the authority to approve Administrative Reviews up to 10% over the original offer (the established fair market value estimate), said 10% not to exceed \$1,500.00. Inter-agency coordination, if required, for this task will be performed by the Consultant to secure all approvals and signatures on Administrative Settlements.

Appropriation Coordination – The Local Public Agency's legal counsel or other official as designated by the Local Public Agency shall be the primary contact for all appropriation coordination activities. Upon receipt of the appropriation billing package from the Consultant, the Local Public Agency will be responsible for filing in the appropriate court of law. The Local Public Agency will file the DTE 23 upon receipt of a final court entry.

This Scope of Service and Cost Proposal provides for the preparation of the appropriation package only. Follow-up meetings during or after the filing process (after the parcel has been submitted for appropriation and the Local Public Agency directs the Consultant to re-enter into negotiations); mediation hearings, court deposition and testimony, or assisting legal counsel is not included with this Scope and Fee. However, these services can be provided by the Consultant if a scope and fee can be mutually agreed upon between the Local Public Agency and the Consultant.

Billing – Complete billing packages (signed parcels or appropriations) shall be submitted to the Local Public Agency for processing. Billing package contents will be consistent with the particular section of the ODOT *Policies and Procedures Manual* being utilized. All forms/negotiator and relocation notes must be typed or computer generated. Specific items of information to be included in the billing package will be defined during the Project Mobilization meeting. All billing requests will be reviewed and warrants processed by appropriate Local Public Agency personnel. Deficient packages returned to the Consultant for correction shall be completed and returned to the Local Public Agency within ten (10) business days. In the case of signed parcels, the warrant shall be prepared by the Local Public Agency and then forwarded to the Consultant for payment to the owner(s). In the case of appropriations, the warrant will be forwarded to the Local Public Agency's legal counsel to be placed on deposit with the Court. In all cases, the Local Public Agency will prepare the 1099-S forms, in conjunction with the processing of the warrants to pay each property owner.

Project Status Reports – The Consultant shall provide a monthly status report to the Local Public Agency on a form acceptable to the Local Public Agency. The status report shall be a stand-alone document indicating the current acquisition status of the project.

Project Meetings – The Consultant will meet with Local Public Agency personnel once per month after the Project Mobilization Meeting to discuss project status. If additional

meetings are requested by the Local Public Agency, the Consultant reserves the right to request a contract modification for attending or participating in additional meetings beyond the schedule outlined above.

Project Certification – Upon completion of all acquisition activities for the project, the Consultant shall certify to the Local Public Agency that all acquisition activities are completed in accordance with ODOT Real Estate Policy and Procedures.

Final File Disposition – Upon receipt of recorded instruments for signed parcels or the filing of an appropriation case, the Consultant shall submit the individual parcel file(s) to the Village; either individually or at the end of the project during the project closeout.

Quality Assurance Reviews – Consultant shall fully cooperate with the Local Public Agency and ODOT during the auditing of the project by the Local Public Agency and/or ODOT personnel.

Invoicing by Consultant – Consultant shall invoice the Local Public Agency on a monthly basis for labor payments. Invoices shall contain the Project Status Report (unless provided for separately) and a separate brief description of items contained on said invoice.

Utility Coordination Process – The utility service providers will work with the Design Consultant to identify specific utility relocation needs critical to the advancement and completion of the project. Utility coordination is the responsibility of the Design Consultant or other third party and is not part of this Scope of Services.

RESPONSIBILITY OF THE CONSULTANT

The Consultant shall be responsible for the following acquisition services under the Scope of Services for this project:

- -95)
- Project Schedule
- Title/Title Updates
- Preparation of Individual Parcel Files
- Value Analyses
- All Phases of Acquisition (Negotiations) including all necessary written correspondence to owners (Notification Letters, Offer Letters, etc...)
- Preparation of Billing Packages
- Closings
- Project Administration
- Project Status Reports – Monthly Submittals
- Final File Disposition

RESPONSIBILITY OF THE LOCAL PUBLIC AGENCY

The Local Public Agency shall be responsible for the following acquisition activities under the Scope of Services for this project:

- Project Authorization
- Encumbrances

- Administrative Reviews
- Appropriation Coordination
- Billings for Owner Settlement Checks or Checks for Deposit in Court
- The Local Public Agency will file the DTE 23 upon receipt of a final recorded document or final court entry
- Payment of taxes after deed transfer
- Completion of IRS Form 1099-S
- Labor payments to the Consultant

RESPONSIBILITY OF THE DESIGN CONSULTANT

The Design Consultant shall be responsible for the following acquisition activities under the Scope of Services for this project:

- Construction and Right-of-Way Plans showing the properties to be acquired, and all currently available information relative to the parcels to be acquired
- Preparation of Legal Descriptions approved/stamped
- Pre-approval of Legal Descriptions with specific County(s) (if applicable)

Reference Documents – Applicable provisions of the following documents shall be incorporated by reference into this Scope of Service:

- Ohio Department of Transportation, Office of Real Estate's *Policy and Procedures Manual*
- The Ohio Revised Code
- The Ohio Administrative Code
- USPAP

R/W SERVICES COST PROPOSAL

Project: South Lebanon Sewer Project

Pay Item Task 01 (Pre ROW)	Type of Unit	Number of Units	Fee Per Unit	Total Amount
Design Phase Reviews and Meetings				
a. PM - Reviews of Design/Input on Impact throughout Design Phase	Hourly	24	\$150	\$3,600
b. Meetings	Hourly	8	\$150	\$1,200
c. Travel cost Mileage	Miles	120	\$0.545	\$65.40
SUB TOTAL Task 01				\$4,865.40
Pay Item Task 02 (Sewer)	Type of Unit	Number of Units	Fee Per Unit	Total Amount
1. Title ¹				
a. 42 year - Based on Auditor's Permanent Parcel Number	Parcel	0	\$675	\$0
b. 42 year - Public Agency (Based on Auditor's PPN)	Parcel	3	\$800	\$2,400
2. Appraisal				
a. Appraisal Scoping Meeting	Each	1	\$450	\$450
b. Summary Narrative - Complex	Parcel	0	\$0	\$0
c. Summary Narrative - Non Complex	Parcel	1	\$5,000	\$5,000
d. Value Finding	Parcel	0	\$0	\$0
e. Value Analysis	Parcel	0	\$850	\$0
3. Acquisition ²				
a. Negotiation (Possible Donation)	Parcel	1	\$2,750	\$2,750
4. Closing & Title Update ³				
a. Informal (includes preparing forms and mail out)	Parcel	1	\$550	\$550
b. Title Update	Parcel	1	\$250	\$250
c. Mortgage Release	Parcel	0	\$400	\$0
5. Project Administration ²				
	Parcel	1	\$800	\$800
6. Project Expense/Mileage				
	Mile	150	\$0.545	\$81.75
SUB TOTAL Task 02				\$12,281.75
Total Authorized for Task 01 and 02				\$17,147.15

¹ Copy Fees will be invoiced as actual cost to the project as set by Warren County Recorder's Office (County receipts provided)

² Billing Terms for Acquisition, Relocation & Project Administration Tasks

Acquisition-Task will be billed for each parcel @ 50% of its fee once this milestone is met:
 Project Administration - Task will be billed for each parcel at the following percentages per each milestone completed:

Offer Presented

- 1. Titles/Appraisals 50%
- 2. Acquisition 50%

³ Recording Fees and Conveyance Fees will be invoiced as actual cost to the project as set by the Warren County Recorder's (with receipts) Office (County receipts provided)

Mortgage Release fee are not included in the above cost proposal and if it is determined at a later date that lien releases are required ORC reserves the right to request a contract modification and all lien holder fees will be paid for by the City of Lebanon.