



CITY OF PATASKALA

RESOLUTION 2016-011

Passed February 1, 2016

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH MARTIN & WOOD APPRAISAL GROUP, LTD. FOR RIGHT OF WAY APPRAISAL REVIEW SERVICES FOR THE MINK STREET RECONSTRUCTION PROJECT.

WHEREAS, the City of Pataskala received a grant from MORPC for the reconstruction of Mink Street between Broad Street and Havens Corner Road; and

WHEREAS, the grant requires that the right-of-way that will be acquired to complete this project be appraised; and

WHEREAS, the grant also requires that the right-of-way appraisal be reviewed by a third party appraiser; and

WHEREAS, the City desires to enter into an agreement with Martin & Wood Appraisal Group, LTD for right-of-way appraisal review services as provided in the attached Exhibit A; and

WHEREAS, the cost for the right-of-way appraisal review is \$90,350 which the City is responsible for paying 20% of this cost which equals \$18,070.

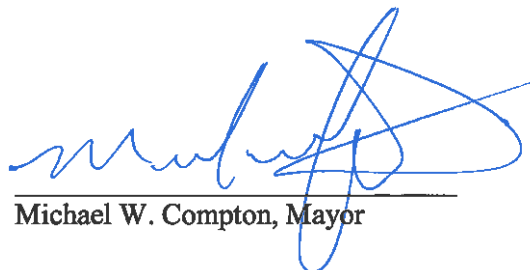
NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PATASKALA, COUNTY OF LICKING, STATE OF OHIO, A MAJORITY OF MEMBERS CONCURRING THAT:

Section 1: The City Administrator is hereby authorized to enter into an agreement with Martin & Wood Appraisal Group, LTD. For right-of-way appraisal review services in an amount not to exceed \$18,070.

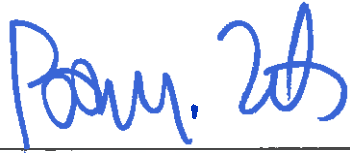
Section 2: This Resolution shall become effective from and after the earliest period allowed by law.

ATTEST:


Kathy M. Hoskinson, Clerk of Council


Michael W. Compton, Mayor

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Brian M. Zets". The signature is written in a cursive style with a large initial "B" and "M".

Brian M. Zets, Law Director

Exhibit A

CITY OF PATASKALA AGREEMENT NO. 19378

This Agreement No. 19378 entered into this _____ day of _____, 2015, by and between the City of Pataskala, acting by and through the Public Service Director, hereinafter referred to as the City, and Martin & Wood Appraisal Group, LTD, hereinafter referred to as the Consultant, with an office located at 485 Metro Place, Suite 475, Dublin, Ohio 43017.

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all professional services as may be authorized by the City for Appraisal Review Services for the reconstruction of Mink Street (CR41) Licking County, Ohio, identified as LIC-CR41-7.47 (95233).

CLAUSE II - INVOICE & PROGRESS SCHEDULE

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

Project Development Process.

Part 1: Right-of-Way Review Services

Unit of Work Compensation as established in the table below. The maximum prime compensation shall not exceed Ninety Thousand Three Hundred Fifty Dollars (\$90,350.00). All work shall be performed on an "if authorized" basis. The fee shall not accumulate as authorized (separate cost accounting is not required for each activity). Items with N/A are listed for reference only and not part of the scope.

Item	No. of Units	Fee Per Unit	Total Amount
1. Appraisal Review			
a. R/W Appraisal (RE 25-17)	26	\$2,500	\$65,000
b. Value Finding (VF)	1	\$600	\$600
c. Value Analysis (VA)	57	\$250	\$14,250
d. Parcel Impact Note (PID)	84	\$125	\$10,500
e. Time associated with appropriation work (construction, preparation, conference, deposition, trial, travel, etc.)		\$250 per hour (if Authorized)	
		TOTAL	\$90,350

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Ninety Thousand Three Hundred Fifty Dollars (\$90,350.00).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the City, 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 attached Geotechnical Field Exploration Schedule and the attached Laboratory Testing Fee Schedule.~~
- (c) The Final Scope of Services
- (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 Public Service Director.

MARTIN & WOOD APPRAISAL GROUP, LTP

By: _____

Title: _____

CITY OF PATASKALA

CITY ADMINISTRATOR

APPROVED AS TO FORM:

By: _____

Title: _____

