

COUNTY OF CUYAHOGA, OHIO

AGREEMENT NO. 17675

This Agreement No. 17675 entered into this _____ day of _____, 2013, by and between County of Cuyahoga, Ohio, acting by and through the County Executive, hereinafter referred to as the County, and Heritage Land Services, hereinafter referred to as the Consultant, with an office located at 635 Brooksedge Boulevard, Westerville, Ohio 43081-2817. *nfc*

WITNESSETH:

That the County 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 County for Right of Way Acquisition Services – Appraisal and Relocation Review, for the construction of a grade separation at Stearns Rd. and the Norfolk Southern Railroad in Olmsted Township, Cuyahoga County, Ohio, identified as CUY Stearns Road PID 80729.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The County and the Consultant agree to the attached Invoice and Project Schedule.

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

- (a) Signed original transmittal letter and invoice (IPS).
- (b) Updated Progress Report

CLAUSE III - PRIME COMPENSATION

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

Part 1: Appraisal Review.

Unit of Work compensation as established in the table below. The maximum prime compensation shall not exceed Fifty-six Thousand, Three hundred Dollars (\$56,300.00). 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).

Agreed Rates of Pay are established as follows:

Item	Unit	Compensation per Unit
APPRAISAL REVIEW		
Parcel Impact Notes	parcel	\$75.00
Appraisal Problem Analysis	parcel	\$500.00
Value Analysis Review	parcel	\$275.00
Value Finding Review	parcel	\$500.00
Summary Review	parcel	\$2,500.00

Part 2: Relocation Review.

Unit of Work compensation as established in the table below. The maximum prime compensation shall not exceed Twenty Thousand, Two Hundred and Fifty Dollars (\$20,250.00). 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).

Agreed Rates of Pay are established as follows:

Item	Unit	Compensation per Unit
RELOCATION REVIEW		
Residential Relocation Review	parcel	\$2,250.00

Part 3: Additional Services

Unit of Work compensation as established in the table below. The maximum prime compensation shall not exceed Ten Thousand Dollars (\$10,000.00). 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).

Agreed Rates of Pay are established as follows:

Item	Unit	Compensation per Unit
ADDITIONAL SERVICES		
Additional Acquisition Services as needed	parcel as provided for above	\$10,000.00

The total maximum prime compensation of all parts which may be authorized for the subject agreement is \$86,550.00.

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 attached Scope of Services.
- (b) The attached IPS file (Electronic file by separate transmittal).
- (c) The attached Project Schedule.

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 County Executive.

HERITAGE LAND SERVICES, INC.

By: _____

Title: _____

COUNTY OF CUYAHOGA, OHIO

Edward Fitzgerald, County Executive

Edward Fitzgerald
County Executive

APPROVED AS TO FORM:

By: _____

Title: _____