

**RESOLUTION 22 - 14, 2022**  
**COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO**

**AUTHORIZING AN AGREEMENT WITH STRAND ASSOCIATES FOR  
ENGINEERING SERVICES FOR STORMWATER EVALUATION OF MADISON  
PLACE AND OLD WOOSTER RD. AS PART OF COLUMBIA TOWNSHIP'S  
ROAD IMPROVEMENT PRIORITY PLANNING, AUTHORIZING  
ADMINISTRATOR TO ENTER INTO AGREEMENT WITH STRAND  
ASSOCIATES, AND DISPENSING WITH THE SECOND READING**

**WHEREAS**, the Board of Trustees is investigating and investing in creating safer travel for residents, employees, and visitors within and through the Township; and,

**WHEREAS**, the Board of Trustees desires to contract with Strand Associates for professional engineering services to conduct stormwater evaluations as part of the Township's 10-year planning for major road improvements. Specifically, Strand Associates will identify the potential for stormwater management capacity through a general stormwater evaluation, hereinafter known as the "Project;" and

**WHEREAS**, existing stormwater collection and conveyance systems within Columbia Township are owned and maintained by multiple private property owners, public agencies, and public utilities; and

**WHEREAS**, the Township owns and maintains stormwater drainage systems for roadways within its right of way, and the Township requires the stormwater evaluation to determine the feasibility of constructing certain proposed major road improvements in the Madison Place and Old Wooster Road neighborhoods; and,

**WHEREAS**, Strand Associates proposes to complete the Project, as detailed in the attached proposal, in an amount of up to \$39,300 and no other company can provide this specialized professional service; and,

**WHEREAS**, the Board of Trustees, upon majority vote, hereby dispenses with the requirement that this Resolution be read on two separate days, and hereby authorizes the adoption of this Resolution upon its first reading.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Trustees of Columbia Township, Hamilton County, Ohio, for the benefit and welfare of Columbia Township and its citizens hereby authorizes the Township Administrator to sign, on behalf of the Township, an agreement between Strand Associates and Columbia Township for the stormwater evaluation as depicted in the attached proposal.

Motion to accept Resolution made by: Mr. Kubicki

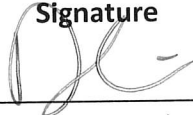

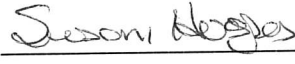
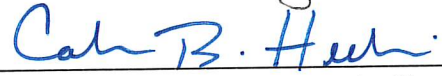
Seconded by: Mrs. Hughes

Passed this 12th day of April, 2022

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**VOTE:**

| <b>TRUSTEE</b>              | <b>Voting</b> | <b>Signature</b>   | <b>Date</b> |
|-----------------------------|---------------|--|-------------|
| David Kubicki, President    | yes           |  | 4/12/22     |
| Brian Lamar, Vice-President | yes           |  | 4/12/22     |
| Susan Hughes, Trustee       | yes           |  | 4/12/22     |
| <b>ATTEST:</b>              |               |  | 4/12/22     |
|                             |               | Caroline Heekin, Fiscal Officer  |             |

**Attachment**

**Proposal – see next page**

Passed this 12th day of April, 2022



**Strand Associates, Inc.®**

615 Elsinore Place, Suite 320

Cincinnati, OH 45202

(P) 513-861-5600

(F) 513-861-5601

April 18, 2022

Columbia Township  
5686 Kenwood Road  
Cincinnati, OH 45227

Attention: Ms. Melissa Taylor, Columbia Township Administrator

Re: Agreement for General Services  
Madison Place and Old Wooster Stormwater Evaluation

This is an Agreement between the Columbia Township, Ohio, hereinafter referred to as OWNER, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER, to provide engineering services (Services) for the Madison Place and Old Wooster Stormwater Evaluation project. This Agreement shall be in accordance with the following elements.

### **Scope of Services**

ENGINEER will provide the following Services to OWNER.

1. Collect measurements on existing storm system infrastructure within the stormwater evaluation study areas. Information is anticipated to include curb inlet openings, storm sewer diameters, and structure locations and depths. Study areas include the following:
  - a. North Madison Place in the vicinity of Good Shepherd Catholic Montessori.
  - b. South Madison Place; approximately bounded by Murray Avenue, Palmetto Street, Plainville Road, and Grace Avenue.
  - c. Old Wooster Lane just north of Wooster Pike.
2. Delineate the drainage area and subcatchments tributary to stormwater conveyance systems in the project study areas using geographic information system (GIS)-based topographic information.
3. Prepare a stormwater model using XPSWMM to simulate rainfall events and to illustrate the locations and depths of stormwater ponding/flooding in the project study areas. Stormwater modeling results will be presented in a 2D graphic format indicating where storm flow is not contained within the existing piping system, as well as the potential extent and depth of overland flooding using GIS-based topographic information. Rainfall event simulations include the one-year, ten-year, 25-year, and 100-year 24-hour events with Soil Conservation Service Type II rainfall distribution.
4. Evaluate up to two and three stormwater management alternatives to potentially reduce the frequency and magnitude of flooding in the North and South Madison Place study areas, respectively. Stormwater management alternatives are anticipated to include new storm sewer conveyance systems, increasing the conveyance capacity of existing storm sewers, or stormwater storage or detention.
5. Evaluate up to two stormwater management alternatives to potentially reduce the frequency and magnitude of flooding in the Old Wooster Lane study area. Stormwater management alternatives are anticipated to include inlet modifications at the upstream end of storm sewers or new storm sewer conveyance systems, if appropriate.

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6. Develop planning-level opinion of probable construction costs, including engineering service fees, for each stormwater management alternative.
7. Develop a technical memorandum to summarize the stormwater evaluation. The technical memorandum is anticipated to include stormwater modeling results for existing and potential stormwater management alternatives in the project study areas.
8. Attend up to four meetings, including a public work session, with OWNER to discuss the stormwater modeling evaluation.

#### **If-Authorized Services**

Services in addition to those noted will be provided as authorized by OWNER. OWNER may request that ENGINEER establish a scope and fee for specific services for review and approval prior to starting services or may direct ENGINEER in writing to proceed with defined services.

#### **Service Elements Not Included**

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
2. Drawings and Specifications: Final design services including drawings and specifications, if provided by ENGINEER, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
3. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with OWNER.
4. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
5. Revising Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.

#### **Compensation**

OWNER shall compensate ENGINEER for Services on an hourly rate basis plus expenses an estimated fee of \$29,300.

OWNER shall compensate ENGINEER for **If-Authorized Services** on an hourly rate basis plus expenses an estimated fee not to exceed \$10,000.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

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The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

### **Schedule**

Services will begin upon execution of this Agreement, which is anticipated the week of April 18, 2022. Services are scheduled for completion on August 30, 2022.

### **Standard of Care**

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

### **OWNER's Responsibilities**

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
5. Provide all legal services as may be required for the development of this project.
6. Pay all permit and plan review fees payable to regulatory agencies.

### **Opinion of Probable Cost**

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

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### **Changes**

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

### **Extension of Services**

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

### **Payment**

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

### **Data Provided by Others**

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

### **Termination**

This Agreement may be terminated with or without cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

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**Third-Party Beneficiaries**

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

**Dispute Resolution**

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Ohio.

**Terms and Conditions**

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.


IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

COLUMBIA TOWNSHIP

  
Joseph M. Bunker  
Corporate Secretary

Date

  
Melissa Taylor  
Columbia Township Administrator

Date