

**RESOLUTION 24 – 66, 2024  
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO**

**AUTHORIZING AN AGREEMENT WITH STRAND ASSOCIATES FOR  
STORMWATER DESIGN, ENGINEERING, AND CONSTRUCTION  
ADMINISTRATION SERVICES FOR GOOD SHEPHERD SCHOOL/MADISON  
PLACE NORTH STORMWATER IMPROVEMENT PROJECT, AUTHORIZING  
ADMINISTRATOR TO ENTER INTO AGREEMENT WITH STRAND  
ASSOCIATES, DISPENSING WITH THE SECOND READING,  
AND DECLARING AN EMERGENCY**

**WHEREAS**, the Columbia Township Board of Trustees, to help determine the feasibility of constructing future major public road improvements, first engaged Strand Associates stormwater engineering company in 2022. The Board sought to understand the dynamics of stormwater flows from adjacent communities onto Columbia Township roads in neighborhoods that are built in lowland areas.

**WHEREAS**, the Board asked Strand to identify existing conditions that contribute to heavy stormwater flows from Indian Hill into the Madison Place and Old Wooster Road neighborhoods and onto public roads. Strand's initial research included performing preliminary stormwater modeling to show the dynamics of flows into and across the study areas which flood onto Township roads and certain private properties during severe storm events; and

**WHEREAS**, Strand also identified to the Board that the existing stormwater collection and conveyance systems within the targeted areas are complex – and owned and maintained by multiple private property owners, public agencies, and public utilities; and

**WHEREAS**, the Board decided to take the lead to facilitate improvement options among private and public property owners in the stormwater areas, and the Board again engaged Strand in 2023 to first focus on the Good Shepherd School/North Madison Place stormwater systems; and

**WHEREAS**, during Strand's ongoing 2023 work, Columbia Administration sought a Hamilton County ARPA (American Rescue Plan Act) Grant for stormwater infrastructure improvements at Good Shepherd School/North Madison Place, and was advised that the any proposed project must be at an advanced engineering stage to quality. Columbia continued to work with Strand to develop a potential project ("Project"), applied again in 2024, and won a \$293,000 grant for construction; and

**WHEREAS**, Strand Associates proposes a one-year services agreement from December 16, 2024 to December 31, 2025, to complete all engineering/technical services required to advance a Project to public bid and construction; specifically, these include detailed design, bidding documents, construction contract administration, construction site monitoring, and other services as detailed in the attached proposal scope. The cost of services is \$94,500, plus additional optional If-Authorized Services up to \$10,000, for a total amount not to exceed \$104,500. Administration recommends that Strand is uniquely qualified to perform these specialized professional engineering services; and,

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**WHEREAS**, the Hamilton County grant will reimburse project *construction* expenses up to \$293,000, and design and other expenses are as-yet unfunded. By separate resolution, the Board will consider redirecting a small balance of Township ARPA funds toward the initial scope of engineering services in Strand's proposed agreement. Options to pay for project costs not covered by the County's or Township's ARPA grants will be discussed among project stakeholders and may include private donations, special assessments on benefitting property owners, and other potential funding sources.

**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.

**Be it further resolved** that this Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall be effective immediately. The reason for the emergency is the immediate need to enter into the Strand agreement to develop and advance the proposed project through design, bidding, and construction to utilize Hamilton County's ARPA Grant before the end of 2025 as required by the grant agreement, and to protect the public welfare and the Township's investment in infrastructure and other public improvements.

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

Motion to accept Resolution made by: Mr. Kubicki

Seconded by: Mr. Lamar

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**VOTE:**

TRUSTEE	Voting	Signature	Date
David Kubicki, President	<u>yes</u>	<u>[Signature]</u>	12/10/2024
Brian Lamar, Vice-President	<u>yes</u>	<u>[Signature]</u>	12/10/2024
Steve Brokamp, Trustee	<u>yes</u>	<u>[Signature]</u>	12/10/2024
ATTEST:	<u>[Signature]</u> Caroline Heekin, Fiscal Officer	<u>[Signature]</u> (Fiscal Officer)	12/10/2024

**Attachment – see Proposal**



Strand Associates, Inc.<sup>®</sup>  
615 Elsinore Place, Suite 320  
Cincinnati, OH 45202  
(P) 513.861.5600  
www.strand.com

November 27, 2024

Ms. Melissa Taylor, Columbia Township Administrator  
Columbia Township  
5686 Kenwood Road  
Cincinnati, OH 45227

Re: Engineering Services  
North Madison Place Stormwater Modifications

Dear Melissa,

This Proposal presents Strand Associates, Inc.<sup>®</sup>'s (Strand) anticipated **Scope of Services** and associated **Compensation** for providing engineering services to Columbia Township, Ohio (Township) for the North Madison Place Stormwater Modifications project at the North Madison Place neighborhood in Cincinnati, Ohio.

#### Scope of Services

Proposed services can be described as follows.

1. Perform topographic survey in key areas where survey was not previously conducted by Strand. The locations are anticipated to include the Good Shepherd North Drive, the existing ditch near the corner of Roe Street and Berwick Street, and the western half of the hillside north of the drive.
2. Prepare and submit design drawings to Township for approximately 360 feet of storm sewer, 50 feet of vegetated bioswale, one headwall system with a concrete pad and bollard system, and 475 feet of curb upgrades in accordance with the concept plan previously developed by Strand. Drawings will be submitted at 50 and 90 percent design for review and comment by Township. Drawings are anticipated to include title sheet, general notes, existing conditions, storm sewer plan and profile, headwall details, erosion control, and construction details.
3. Prepare and submit Bidding Documents using the Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition technical specifications and engineering drawings, for Township review at 90 percent.
4. Prepare and submit an opinion of probable construction cost at 50 and 90 percent design for review and comment by Township.
5. Participate in design review meetings at 50 and 90 percent design.
6. Submit Bidding Documents to Township for bidding purposes.
7. Assist Township in preparing addenda and answering questions during bidding.
8. Tabulate and analyze bid results and provide bid tab to Township.

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9. Prepare easement exhibits for one property. Township shall acquire the easement.
10. Provide contract administration Services including attendance at preconstruction conference, review of up to 12 contractor's shop drawings submittal (up to three review iterations each), review of contractor's periodic pay requests, attendance at up to two construction progress meetings, periodic site visits, and participation in project closeout.
11. Provide one resident project representative for full-time observation of construction for six weeks. Full-time effort is anticipated to be approximately 40 hours each week within a five-day work week for up to a total of 240 hours. In furnishing observation services, Strand's effort will be directed toward determining for the Township that the completed project will, in general, conform to the Contract Documents; but Strand will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

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

If authorized in writing by Township, Strand will provide the following service:

1. Provide additional on-call construction-related service as requested by Township.

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

The following services are not included in this Proposal. If such services are required, they shall be provided through an amendment to this Proposal or through a separate Proposal with Township.

1. Additional and Extended Services during construction made necessary by:
  - a. Work damaged by fire or other cause during construction.
  - b. A significant amount of defective or neglected work of any contractor.
  - c. Prolongation of the time of the construction contract.
  - d. Default by contractor under the construction contract.
2. Additional Site Visits and/or Meetings: Additional Township-required site visits or meetings.
3. Archaeological or Botanical Investigations: Strand will assist Township in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review.
4. Geotechnical Engineering: Geotechnical engineering information will be provided through Township and Township's geotechnical consultant. Strand will assist Township with defining initial scope of geotechnical information that is required to allow Township to procure geotechnical engineering services.
5. Land Procurement: Any services of this type including, but not limited to, assistance to Township for securing land rights necessary for the project.

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6. Preparation for and/or Appearance in Litigation on Behalf of Township: Any services related to litigation.
7. Revising Designs, Drawings, Specifications, and 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.
8. Services Furnished During Readvertisement for Bids, if Ordered by Township: If a Contract is not awarded pursuant to the original bids.
9. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring.

### **Compensation**

Township shall compensate Strand for Services on an hourly rate basis plus expenses an estimated fee of \$94,500. Township shall compensate Strand for If-Authorized services on an hourly rate basis plus expenses an estimated fee of \$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 Proposal is submitted are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Proposal, this Proposal will be adjusted to reflect the net change.

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 Township but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on Strand's increase or decrease in costs caused by delays, extensions, amendments, or changes.

### **Schedule**

Services will begin upon execution of an Agreement, which is anticipated the week of December 16, 2024. Services are scheduled for completion on December 31, 2025.

### **Standard of Care**

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

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#### **Township's Responsibilities**

1. Assist Strand by placing at Strand'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 Strand, as required by Strand for performance of Services as part of this Proposal, data prepared by or services of others obtained or prepared by Township 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 Strand may rely upon in performing Services under this Proposal.
3. Provide access to and make all provisions for Strand to enter upon public and private lands as required for Strand to perform Services under this Proposal.
4. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by Strand and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay Strand's performance.
5. Provide all legal services as may be required for the development of this project.
6. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations. Township's soils consultant shall provide all necessary geotechnical testing during construction. Township's soils consultant shall notify Township and Strand of any geotechnical testing indicating any materials that are not in accordance with the Contract Documents (nonconforming materials) and if any nonconforming materials have been incorporated into the work.
7. Pay all permit and plan review fees payable to regulatory agencies.

#### **Opinion of Probable Cost**

Any opinions of probable cost prepared by Strand are supplied for Township's general guidance only. Strand 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 Township.

#### **Changes**

1. Township may make changes within the general scope of this Proposal in the Services to be performed. If such changes cause an increase or decrease in Strand's cost or time required for performance of any Services under this Proposal, an equitable adjustment will be made and this Proposal will be modified in writing accordingly.
2. No services for which additional compensation will be charged by Strand will be furnished without the written authorization of Township. The fee established herein will not be exceeded without agreement by Township 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 Proposal subsequent to the date of execution of this Proposal, the increased or decreased cost

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of performance of the Services provided for in this Proposal will be reflected in an appropriate modification of this Proposal.

### **Extension of Services**

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

### **Payment**

Township shall make monthly payments to Strand for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at Strand'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 Strand's option, result in suspension of Services upon five calendar days' notice to Township. Strand will have no liability to Township, and Township agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Proposal by Township. Upon receipt of payment in full of all outstanding sums due from Township, or curing of such other breach which caused Strand to suspend Services, Strand will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Failure to make payments to Strand is cause for termination upon two-week notice to Township.

### **Termination**

This Proposal may be terminated with 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. Strand will be paid for all completed or obligated Services up to the date of termination.

### **Data Provided by Others**

Strand is not responsible for the quality or accuracy of data nor for the methods used in acquisition or development of any such data where such data is provided by or through Township, contractor, or others to Strand and where Strand'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.

### **Third-Party Beneficiaries**

Nothing contained in this Proposal creates a contractual relationship with or a cause of action in favor of a third party against either Township or Strand. Strand's services under this Proposal are being performed solely for Township's benefit, and no other party or entity shall have any claim against Strand because of this Proposal or the performance or nonperformance of services hereunder. Township and Strand 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.



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### **Dispute Resolution**

Except as may be otherwise provided in this Proposal, all claims, counterclaims, disputes, and other matters in question between Township and Strand arising out of or relating to this Proposal 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.

### **Remedies**

Neither Strand nor Township shall be liable to the other for special, indirect, punitive, or consequential damages for claims, disputes, or other matters in question arising out of this or relating to this Proposal. This mutual waiver is applicable, without limitation, due to either party's termination of this Proposal.

### **Terms and Conditions**

The terms and conditions of this Proposal will apply to the Services defined in the **Scope of Services** and represent the entire Proposal and supersede any prior proposals, Requests for Qualifications, or Agreements. Township-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

We thank you for the opportunity to provide our services for this project. If you have any comments or questions, please call me at your convenience at 513-861-5600 extension 5236.

Sincerely,

STRAND ASSOCIATES, INC.®



Nathan R. Self