

First Reading: July 21, 2026
Second Reading: dispensed

RESOLUTION 2026 - 056

**A RESOLUTION AUTHORIZING A CONTRACT WITH STRAND ASSOCIATES FOR
ENGINEERING SERVICES FOR THE HIGH POINT SUBDIVISION DRAINAGE
STUDY AND DISPENSING WITH A SECOND READING**

WHEREAS, the Board of Township Trustees wishes to make improvements to roads in in the Township (the “High Point Drainage Study”) and wishes to provide for engineering services in regard to the project; and

WHEREAS, the Board of Township Trustees desires to contract for engineering services and has followed the procedure set forth in Ohio Revised Code for selection of an engineering firm for the High Point Drainage Study; and

WHEREAS, the Board of Trustees desires to proceed with the study and to contract with Strand Associates for engineering services for the High Point Drainage Study;

NOW THEREFORE, BE IT RESOLVED by the Board of Township Trustees of Sycamore Township, State of Ohio:

SECTION 1. The attached proposal from Strand Associates is hereby approved, and the Township Administrator is hereby authorized and directed to contract with Strand Associates to provide the engineering and survey services for the High Point Drainage Study.

SECTION 2. The contract price for the design shall not exceed \$150,000.

SECTION 3. The Board of Township Trustees of Sycamore Township, by at least two-third vote of all of its members, dispenses with any requirement that this Resolution be read on two separate days and authorizes its passage upon its first reading.

SECTION 4. That the Board finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5. This Resolution shall take effect on the earliest date allowed by law.

VOTE RECORD:

Mr. Kellums Aye

Ms. Schwegmann Aye

Mr. Weidman Aye

PASSED at a meeting of the Board of Township Trustees this 21st day of July 2026.

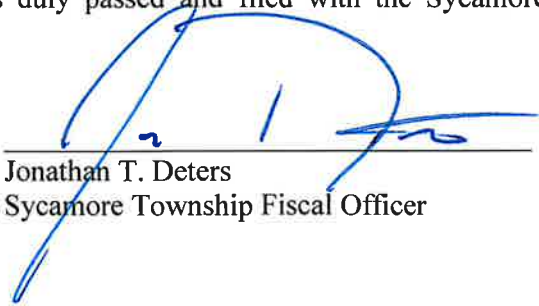

Thomas J. Weidman, Chairman


Tracy Kellums, Vice Chairman


Tracy Schwegmann, Trustee

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer this 21st day of July 2026.


Jonathan T. Deters
Sycamore Township Fiscal Officer

APPROVED AS TO FORM:


Lawrence E. Barbieri, Law Director

Scope of Services

Task 1 - Project Initiation and Coordination

1. Attend a kickoff meeting with Township staff to confirm project goals, available background information, known drainage concerns, study limits, deliverables, and communication protocol. The limits of the project area include Fields Ertel Road to the north, 7th Avenue to the east, School Road to the south, and 1st Avenue to the west.
2. Prepare a project work plan identifying potential data needs, anticipated field investigations, schedule, and key milestones. Present the work plan to the Township for review.

Task 2 - Data Collection, Records Review, and Existing Information Compilation

1. Review Township provided information and data, anticipated to include:
 - a. Record drawings including utility records and right-of-way information.
 - b. Geographic information system (GIS) data corresponding with stormwater infrastructure.
 - c. Historical information including drainage complaints, work orders, reports, projects and studies.
 - d. Photos of flooding and documentation of flooding extents during previous rainfall events.
2. Review of publicly available information, anticipated to include:
 - a. LiDAR topography
 - b. Federal Emergency Management Agency (FEMA) mapping
 - c. Natural Resources Conservation Service (NRCS) soils information
 - d. Historical aerial imagery
 - e. Property ownership, existing right-of-way, and existing easements
3. Identify data gaps requiring supplemental field investigation.

Task 3 - Field Review, Survey Coordination, and Base Mapping

1. Conduct field reconnaissance of the project area to verify existing conditions and collect information necessary to support drainage analysis and model development. The scope assumes up to 75 hours of field activities associated with the efforts described in Items 2 through 5.
2. Establish temporary and permanent benchmarks. All monumentation and benchmarks shall be located, identified, shown, and labeled on the basemap and preliminary engineering drawings.
3. Verify drainage system connectivity and identify unmapped stormwater infrastructure affecting drainage conveyance. Drainage infrastructure could include inlets, manholes, junction chambers, culverts, outfalls, ditches, channels, and low point ponding areas.
4. Contact the Ohio Utilities Protection Service (OUPS) to collect potential utility owners and mapping within the project limits.
5. Collect topographic survey and supplemental locating, as necessary, at critical structures and flow paths including collection of structure rim elevations, pipe inverts, culvert dimensions, condition based on visual observation, material type, and channel characteristics.

6. Review the condition and hydraulic function of the existing corrugated metal pipe extending from Fields Ertel Road to the vicinity of School Road. Conduct a condition assessment in accordance with applicable ODOT guidance and provide a summary of findings.
7. Prepare or refine a CAD base map suitable for drainage analysis and concept development. Create existing conditions plan sheet.
8. Attend field walk with the Township to visually verify the existing features shown on the base map.

Task 4 - Drainage Area Delineation and Hydrologic / Hydraulic Analysis

1. Coordinate with applicable local agencies, including MSD and Hamilton County Public Works, to identify any design constraints, detention requirements, review requirements, or other regulatory considerations affecting the project. Document findings.
2. Coordinate with applicable state and federal agencies, including ODNR, Ohio EPA, USACE, and FEMA, to identify any permitting, review, floodplain, environmental, or other regulatory requirements affecting the project. Document findings.
3. Delineate up to 100 contributing drainage areas associated with the four Township identified drainage deficiency locations or study areas: Park Street, the vicinity of Columbia Avenue and 7th Avenue, the culvert crossing Fields Ertel Road, and the system outlet near School Road and 1st Avenue.
4. Develop hydrologic information corresponding with the drainage area delineations in accordance with existing land use and topography.
5. Develop a two-dimensional (2D) stormwater model to simulate rainfall events for existing conditions for the one-year, ten-year, 25-year and 100-year 24-hour recurrence events. Calibrate model as feasible with available photos of historical flooding. Use the stormwater model to summarize peak flow rates, ponding depths and velocities at key locations within the study area.
6. Incorporate applicable stormwater requirements from Hamilton County Planning and Development, Hamilton County Engineer and the Ohio Department of Transportation (ODOT) into the model and document results.
7. Document assumptions, methodology, and limitations of the analysis.
8. Prepare mapping and exhibits illustrating modeled flood extents, ponding depths, and overland flow paths for review and concurrence from the Township's understanding of existing conditions during rain events.

Task 5 - Alternatives Development and Evaluation

1. Develop and evaluate up to three stormwater alternatives per study area to potentially reduce the frequency and magnitude of flooding. Potential alternatives may include modifications to existing drainage swales, new storm sewer infrastructure, and new stormwater controls such as storage upstream of the drainage deficiencies. The number of alternatives evaluated for each study area will be based on site conditions, and feasibility, with a maximum of three alternatives per study area. Alternatives with short-term and long-term implementation timelines will be considered.
2. Evaluate the estimated flood reduction benefit, constructability, access and maintenance considerations, right-of-way or easement implications, utility conflicts, anticipated permitting considerations, relative cost, and sequencing or phasing potential for each alternative.

3. Prepare a planning-level opinion of probable construction cost (OPCC) for the three stormwater alternatives in each study area.
4. Prepare GIS-based conceptual exhibits depicting the alternatives evaluated for each study area. Prepare a comparison matrix in spreadsheet format summarizing the alternatives.
5. Submit to Hamilton County Public Works for review and/or approval the proposed alternatives and supporting materials presented at the Township alternatives review meeting.

Task 6 - Final Report and Recommendations

1. Provide a draft technical memorandum with a summary of the stormwater evaluation and modeling results for Township and Hamilton County Public Works review. The technical memorandum is anticipated to include an executive summary, description of existing conditions, drainage system inventory summary, hydrologic and hydraulic findings, alternatives considered, alternatives comparison, preliminary exhibits and concept plans, preliminary OPCC, implementation options, potential phasing if appropriate, and anticipated next steps for final design, permitting, and construction.
2. Update and prepare the final technical memorandum, as appropriate, following receipt of review comments from the Township and/or Hamilton County Public Works.
3. Provide electronic copies of all deliverables as part of the study, including, as applicable, models, CAD files, GIS files, survey information, base mapping, exhibits, alternative comparison matrices, OPCCs, and final reports and recommendations.

Task 7 - Preliminary Engineering Design

1. Advance the preferred alternative selected by the Township to a preliminary engineering level in CAD using previously collected survey information and available GIS information. The preferred alternative may include one or more preferred alternatives from the individual problem areas.
2. Prepare preliminary engineering drawings that reflect potential improvements associated with one alternative, as selected by the Township. Drawings will show potential right-of-way needs, property impacts, utility impacts, and ancillary construction that may be necessary to implement the alternative. The preliminary OPCC from Task 6 will be refined and potential right-of-way, utility, and detailed design costs will be incorporated to develop an opinion of probable project cost. Drawings are intended to be used to support the Township in pursuing grant and other funding opportunities.

Task 8 - Easement / Right-of-Way and Property Considerations

1. Identify whether temporary or permanent easements may be needed.
2. Identify parcels or access areas potentially impacted by the preferred concept.
3. Provide preliminary recommendations regarding future easement acquisition needs.

Task 9 - Review Meetings and Presentations

1. Attend up to five meetings. Meetings are anticipated to include the kickoff meeting, existing conditions review meeting, alternatives review meeting, preferred concept review meeting, and final recommendation meeting.

Sycamore Township
 High Point Drainage Study
 Strand Associates, Inc.
 7/17/2026

2. Attend and provide previously developed exhibits and technical support for a Township Board presentation

Schedule

Description	Anticipated Schedule
Project Start	August 2026
Task 1 - 3	August - October 2026
Task 4	November - December 2026
Task 5	January - February 2027
Task 6	March - April 2027
Task 7 - 8	April - May 2027
Project End	May 2027

Compensation

	Task	Fee
1	Project Initiation and Coordination	\$7,000
2	Data Collection, Records Review, and Existing Information Compilation	\$9,000
3	Field Review, Survey Coordination, and Base Mapping	\$36,000
4	Drainage Area Delineation and Hydrologic / Hydraulic Analysis	\$28,000
5	Alternatives Development and Evaluation	\$22,000
6	Final Report and Recommendations	\$10,000
7	Preliminary Engineering Design	\$26,000
8	Easement / Right-of-Way and Property Considerations	\$4,000
9	Review Meetings and Presentations	\$8,000
	Total	\$150,000



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

July 27, 2026

Sycamore Township
 8540 Kenwood Road
 Cincinnati, OH 45236

Attention: Mr. Greg Bickford, Administrator

Re: Agreement for General Services
 High Point Drainage Study

This is an Agreement between Sycamore Township, Ohio, hereinafter referred to as OWNER, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER, to provide engineering services (Services) for the High Point Drainage Study project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

Task 1: Project Initiation and Communication

1. Attend a kickoff meeting with OWNER to review project scope, available background information, OWNER-identified drainage concerns, study limits, deliverables, and communication protocol. The limits of the project area include Fields Ertel Road to the north, 7th Avenue to the east, School Road to the south, and 1st Avenue to the west.
2. Prepare a project work plan including potential data needs, anticipated field reviews, schedule, and key milestones. Present the work plan to OWNER for review.

Task 2: Data Collection, Records Review, and Existing Information Compilation

1. Review OWNER-provided information and data, which is anticipated to include:
 - a. Record drawings including utility records and right-of-way (R/W) information.
 - b. Geographic information system (GIS) data corresponding with stormwater infrastructure.
 - c. Historical information including drainage complaints, work orders, reports, projects and studies.
 - d. Photographs of flooding and documentation of flooding extents during previous rainfall events.
2. Review of publicly available information, anticipated to include:
 - a. Light detection and ranging topography
 - b. Federal Emergency Management Agency (FEMA) mapping
 - c. Natural Resources Conservation Service soils information
 - d. Historical aerial imagery
 - e. Property ownership, existing R/W, and existing easements
3. Review potential data gaps for supplemental field investigation in Task No. 3.

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Task 3: Field Review, Survey Communication, and Base Mapping

1. Conduct field reconnaissance of the project area to review existing conditions and collect information to support drainage analysis and model development. Provide up to 75 hours for field activities associated with the efforts described in Items No. 1.a through 1.d.
 - a. Establish temporary and permanent benchmarks. Monumentation and benchmarks will be located, identified, shown, and labeled on the basemap and preliminary engineering drawings.
 - b. Review drainage system connectivity and document unmapped stormwater infrastructure affecting drainage conveyance. Drainage infrastructure could include inlets, manholes, junction chambers, culverts, outfalls, ditches, channels, and low point ponding areas.
 - c. Contact the Ohio Utilities Protection Service to collect information related to potential utility owners and mapping within the project limits.
 - d. Conduct topographic survey and supplemental locating, as necessary, at critical structures and flow paths including collection of structure rim elevations, pipe inverts, culvert dimensions, condition based on visual observation, material type, and channel characteristics.
2. Review the condition and hydraulic function of the existing corrugated metal pipe extending from Fields Ertel Road to the vicinity of School Road. Conduct a condition assessment in accordance with applicable Ohio Department of Transportation (ODOT) guidance and provide a summary of findings.
3. Prepare or refine a computer-aided design (CAD) base map suitable for drainage analysis and concept development. Create an existing conditions plan sheet.
4. Attend field walk with OWNER to visually review the existing features shown on the base map.

Task 4: Drainage Area Delineation and Hydrologic/Hydraulic Analysis

1. Communicate with applicable local agencies, including the Metropolitan Sewer District and Hamilton County Public Works, to review potential design constraints, detention criteria, review criteria, or other regulatory considerations affecting the project. Document findings via the technical memorandum.
2. Communicate with applicable state and federal agencies including the Ohio Department of Natural Resources, Ohio Environmental Protection Agency, United States Army Corps of Engineers, and FEMA to review permitting, review, floodplain, environmental, or other regulatory criteria affecting the project. Document findings via the technical memorandum.
3. Delineate up to 100 contributing drainage areas associated with the four OWNER-identified drainage deficiency locations or study areas: Park Street, the vicinity of Columbia Avenue and 7th Avenue, the culvert crossing Fields Ertel Road, and the system outlet near School Road and 1st Avenue.
4. Develop hydrologic information corresponding with the drainage area delineations in accordance with existing land use and topography.
5. Develop a 2D stormwater model to simulate rainfall events for existing conditions for the one-year, ten-year, 25-year and 100-year 24-hour recurrence events in accordance with Huff data. Calibrate the model, as feasible, using available photographs of historical flooding. Use the stormwater model to summarize peak flow rates, ponding depths, and velocities at OWNER-identified locations within the study area.

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6. Incorporate applicable stormwater criteria from Hamilton County Planning and Development, Hamilton County Engineer, and ODOT into the model and document results.
7. Document criteria, methodology, and limitations of the analysis.
8. Prepare mapping and exhibits illustrating modeled flood extents, ponding depths, and overland flow paths for review and concurrence from OWNER's understanding of existing conditions during rain events.

Task 5: Alternatives Development and Evaluation

1. Develop and evaluate up to three stormwater alternatives per study area to potentially reduce the frequency and magnitude of flooding. Potential alternatives may include modifications to existing drainage swales, new storm sewer infrastructure, and new stormwater controls such as storage upstream of the drainage deficiencies. The number of alternatives evaluated for each study area will be based on site conditions and feasibility, with a maximum of three alternatives per study area. Alternatives with short-term and long-term implementation timelines will be considered.
2. Evaluate the potential flood reduction benefit, constructability, access and maintenance considerations, R/W or easement implications, utility conflicts, anticipated permitting considerations, relative cost, and sequencing or phasing potential for each alternative.
3. Prepare planning-level opinions of probable construction cost (OPCC) for the three stormwater alternatives in each study area. The OPCCs will be prepared in accordance with the Association for the Advancement of Cost Engineering Cost Estimate Classification System, Class 4 estimate.
4. Prepare GIS-based conceptual exhibits depicting the alternatives evaluated for each study area. Prepare a comparison matrix in spreadsheet format summarizing the alternatives.
5. Submit to Hamilton County Public Works for review and/or approval the proposed alternatives and supporting materials presented at OWNER alternatives review meeting.

Task 6: Final Report and Recommendations

1. Provide a draft technical memorandum with a summary of the stormwater evaluation and modeling results for OWNER and Hamilton County Public Works review. The technical memorandum is anticipated to include an executive summary, description of existing conditions, drainage system inventory summary, hydrologic and hydraulic findings, alternatives considered, alternatives comparison, preliminary exhibits and concept plans, preliminary OPCC, implementation alternatives, potential phasing (if appropriate), and anticipated next steps for final design, permitting, and construction.
2. Update and prepare the final technical memorandum, as appropriate, following receipt of review comments from OWNER and/or Hamilton County Public Works.
3. Provide electronic copies of deliverables as part of the study including, as applicable, models, CAD files, GIS files, survey information, base mapping, exhibits, alternative comparison matrices, OPCCs, and final reports.

Task 7: Preliminary Engineering Design

1. Advance the alternative selected by OWNER to a preliminary engineering level in CAD using previously collected survey information and available GIS information. The alternative may include one or more alternatives from the individual problem areas.
2. Prepare preliminary engineering drawings that reflect potential modifications associated with one alternative, as selected by OWNER. Drawings will show potential R/W needs, property impacts,

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utility impacts, and ancillary construction that may be necessary to implement the alternative. The preliminary OPCC from Task 5, Item No. 3, will be refined and potential R/W, utility, and detailed design costs will be incorporated to develop a Class 4 OPCC. Drawings are intended to be used to support OWNER in pursuing grant and other funding opportunities.

Task 8: Easement, R/W, and Property Considerations

1. Review whether temporary or permanent easements may be needed.
2. Review parcels or access areas potentially impacted by the OWNER-selected alternative.
3. Provide preliminary correspondence regarding future easement acquisition needs.

Task 9: Review Meetings and Presentations

1. Attend up to five meetings. Meetings are anticipated to include the kickoff meeting, existing conditions review meeting, alternatives review meeting, OWNER-selected alternative review meeting, and final meeting.
2. Attend and provide previously developed exhibits and technical support for an OWNER Board presentation.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided through an amendment to this Agreement or through a separate agreement with OWNER.

1. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.
2. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review.
3. Drawings and Specifications: Final design services including drawings and specifications.
4. Geotechnical Engineering: Geotechnical engineering information will not be required.
5. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.
6. 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.

Compensation

OWNER shall compensate ENGINEER for Services under this Agreement a lump sum of \$150,000 generally allocated as follows:

<u>Item</u>	<u>Scope of Service</u>	<u>Compensation</u>
1	Project Initiation and Coordination	\$ 7,000
2	Data Collection, Records Review, and Existing Information Compilation	\$ 9,000
3	Field Review, Survey Coordination, and Base Mapping	\$ 36,000
4	Drainage Area Delineation and Hydrologic/Hydraulic Analysis	\$ 28,000
5	Alternatives Development and Evaluation	\$ 22,000
6	Final Report and Recommendations	\$ 10,000
7	Preliminary Engineering Design	\$ 26,000

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Item	Scope of Service	Compensation
8	Easement, R/W, and Property Considerations	\$ 4,000
9	Review Meetings and Presentations	\$ 8,000
Total		\$150,000

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.

The lump sum 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 lump sum that reflects any wage scale adjustments made.

The lump sum 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 August 3, 2026. Services are scheduled for completion on May 31, 2027.

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 and make all provisions for ENGINEER to enter upon public and private lands 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

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accuracy of such opinions as compared to contract bids or actual costs to OWNER. If OWNER requires more than general guidance, then OWNER agrees to obtain an independent cost estimate by others.

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.

Failure to make payments to ENGINEER is cause for termination upon two-week notice to OWNER.

Termination

This Agreement 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. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

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.

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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.

Remedies

Neither ENGINEER nor OWNER 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 Agreement. This mutual waiver is applicable, without limitation, due to either party's termination of this Agreement.

Terms and Conditions

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

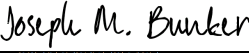
IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

SYCAMORE TOWNSHIP, OHIO

Signed by:


Joseph M. Bunker
Corporate Secretary

7/28/2026

Date

Signed by:


Greg Bickford
Administrator

7/28/2026

Date