

First Reading: April 19, 2022  
Second Reading: dispensed

**RESOLUTION 2022-032**

**A RESOLUTION AUTHORIZING A CONTRACT WITH STRAND ASSOCIATES, INC.  
FOR ENGINEERING SERVICES, DISPENSING WITH A SECOND READING AND  
DECLARING AN EMERGENCY**

**WHEREAS**, the Board of Township Trustees is making improvements to sidewalks in the Township (the “Montgomery Road Sidewalks Improvement Project”) 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 Montgomery Road Sidewalks Improvement Project; and

**WHEREAS**, the Board of Trustees desires to proceed with the sidewalks improvement and to contract with Strand Associates, Inc. for engineering services for the Montgomery Road Sidewalks Improvement Project;

**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, Inc. is hereby approved, and the Township Administrator is hereby authorized and directed to contract with Strand Associates, Inc. to provide the engineering and survey services for the Montgomery Road Sidewalks Improvement Project.

**SECTION 2.** The contract price for the study shall not exceed \$138,279.00.


**SECTION 3.** The Board upon at least a majority vote does hereby dispense with the requirement that this resolution be read on two separate days, and hereby authorizes the adoption of this Resolution upon its first reading.


**SECTION 4.** Upon the unanimous vote of the Board of Township Trustees, this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of Sycamore Township and shall take effect immediately. The reason for the emergency is the need to begin engineering on the project as soon as possible.

**VOTE RECORD:**

Mr. James Aye      Ms. Schwegmann Aye      Mr. Weidman Aye

**PASSED** at the meeting of the Board of Trustees this 19<sup>th</sup> day of April, 2022.

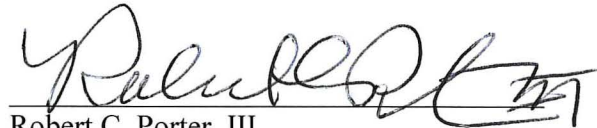
  
\_\_\_\_\_  
Thomas J. Weidman, Chairman

  
\_\_\_\_\_  
Tracy Schwegmann, Vice Chairman

  
\_\_\_\_\_  
Thomas C. James Jr., Trustee

**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer, this 19<sup>th</sup> day of April, 2022.

  
\_\_\_\_\_  
Robert C. Porter, III  
Sycamore Township Fiscal Officer

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Lawrence E. Barbieri, Interim Law Director



**Strand Associates, Inc.®**

615 Elsinore Place, Suite 320

Cincinnati, OH 45202

(P) 513-861-5600

(F) 513-861-5601

April 14, 2022

Sycamore Township  
8540 Kenwood Road  
Cincinnati, OH 45236

Attention: Mr. Tracy Kellums, Interim Administrator

Re: Agreement for General Services  
Montgomery Road Improvements

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 Montgomery Road Improvements project. This Agreement shall be in accordance with the following elements.

### **Project Narrative**

This project includes construction of a new Type 6 curb and sidewalk on both sides of Montgomery Road between Stewart Road and Ken Arbre Drive, a length of approximately 1,400 feet. New curb ramps will be constructed at four intersections. Driveways will be reconstructed within the project limits, and grading will occur beyond the back of the proposed sidewalk. Retaining walls are anticipated in locations that will be determined during preliminary engineering. It is anticipated that the existing traffic signal infrastructure at the intersections of Stewart Road and Ken Arbre Drive will not need to be relocated. The project is locally funded, but the Ohio Department of Transportation (ODOT) will review the project documents as a part of the right-of-way permit process.

### **Scope of Services**

ENGINEER will provide the following Services to OWNER.

#### Surveying Services

1. Communicate with Ohio Utilities Protection Service to request marking of buried utilities.
2. Perform topographic survey for approximately 1,500 feet along Montgomery Road from Stewart Road to Ken Arbre Drive. Extend survey limits 25 feet beyond existing right-of-way, except at driveways or at other key features where additional area will be surveyed. Except for the edge of pavement, the existing pavement on Montgomery Road will not be surveyed because the roadway profile is not anticipated to change. Include in the topographic survey a minimum of 25 feet along side streets to provide enough data for curb ramp design.
3. Perform utility survey including surveying field markings from utility locators, appurtenances, and surface features; and opening sewer structures to collect pipe sizes and inverts.
4. Establish property lines and right-of-way lines using surveyed property pins and survey documents publicly available through Hamilton County.
5. Prepare an existing conditions basemap.

Sycamore Township  
Page 2  
April 14, 2022

Preliminary Engineering Services

1. Perform a site visit to review the survey and base map.
2. Evaluate the design considerations associated with installation of a 6.5-foot sidewalk on the south side of Montgomery Road and a five-foot sidewalk on the north side of Montgomery Road. Evaluation will consider the use of retaining walls, alignment of sidewalk, potential utility and/or traffic signal conflicts, right-of-way impacts, driveway profiles, and curb ramp locations.
3. Prepare preliminary drawings showing proposed sidewalk and design features needed to address existing site conditions. The preliminary drawings will include:
  - a. Typical sections.
  - b. Plan sheets.
  - c. Cross section sheets (including driveway sections).
4. Meet with OWNER to discuss and review preliminary design.
5. Send drawings to utility companies in electronic format for the utility companies to identify potential utility conflicts.

Sixty Percent Design Services

1. Prepare 60 percent design drawings that address comments received from OWNER on the preliminary drawings. Anticipated sheets include:
  - a. Title sheet.
  - b. Typical sections.
  - c. General notes.
  - d. Maintenance of traffic notes.
  - e. Plan sheets.
  - f. Cross sections (including driveway profiles).
  - g. Curb ramp details.
  - h. Retaining wall drawings (if authorized).
  - i. Traffic signal drawings (if authorized).
2. Establish anticipated construction limits and potential right-of-way impacts. If temporary or permanent easements are needed, right-of-way documents will be prepared only after written authorization from OWNER.
3. Prepare an opinion of probable construction cost (OPCC).
4. Meet with OWNER and ODOT to discuss and review the 60 percent design drawings.
5. Send drawings to utility companies and ODOT general permit mailbox in electronic format.
6. Prepare for and facilitate a meeting with utility companies to discuss the utilities' resolution of their identified utility conflicts.

Final Design Services

1. Prepare final design drawings that address comments received from OWNER and ODOT on the 60 percent drawings. No additional sheets are anticipated.
2. Establish construction limits and right-of-way impacts.

Sycamore Township  
Page 3  
April 14, 2022

3. Prepare ODOT right-of-way permit application for OWNER review and submit application to ODOT.
4. Assist OWNER in preparing an ODOT maintenance agreement and submit application to ODOT.
5. Send drawings to utility companies and ODOT general permit mailbox in electronic format.
6. Prepare final OPCC.
7. Prepare bid tab.
8. Prepare special provisions as needed. The design drawings will be in accordance with the ODOT Construction and Materials Specifications, latest edition.
9. Review the bid specifications and front end contract documents prepared by OWNER.

#### Public Involvement

1. Prepare for and attend a public open house. Provide exhibits, sign-in sheets, comment sheets, and handouts. Two staff members will attend the open house.
2. Collect public comments and prepare a summary table. Provide responses to public comments, as appropriate.
3. Prepare for and attend a public meeting. Provide exhibits, sign-in sheets, comment sheets, handouts, and a Microsoft PowerPoint presentation. Two staff members will attend the meeting.
4. Collect public comments and prepare a summary table. Provide responses to public comments, as appropriate.

#### Bidding-Related Services

1. Prepare an addendum and answer questions during bidding. One addendum is included in this task.
2. Attend bid opening, review bid, and prepare bid tabulations.
3. Check the System for Award Management database prior to award to check that contractor is not suspended or debarred, and check Ohio Auditor's website for unresolved findings.

#### Construction Administration

1. Attend the preconstruction meeting.
2. Respond to up to ten requests for information.
3. Review and recommend for payment up to six pay requests from the contractor, which are anticipated to be submitted on a monthly basis. This includes preparing the contractor application for payment and pay bid tab for each pay request. The unit quantities completed for each pay request shall be provided by the contractor and shall be reconciled between OWNER and the contractor.
4. Review and process up to three change orders from the contractor.
5. Review, comment on, and approve up to ten site/civil shop drawings provided by the contractor.

Sycamore Township  
Page 4  
April 14, 2022

5. Perform up to six site visits to observe construction.

**If-Authorized Services**

If authorized in writing by OWNER's representative, ENGINEER will provide the following services:

Retaining Wall Design

1. Prepare drawings for gravity block retaining walls at up to five locations. Drawings will include:
  - a. Wall plan and profile sheet(s).
  - b. Wall detail sheets.
2. Prepare special provisions for retaining wall(s).

Traffic Signal Design

1. Prepare drawings for the relocation of existing traffic signal equipment for up to two intersections. Potential equipment to be relocated includes strain poles, controller cabinet, and pullboxes.
2. Prepare special provisions for traffic signal pay items.

Right-of-Way Documents

1. Prepare right-of-entry documents for up to 25 parcels.
2. Prepare legal descriptions and easement exhibits for up to seven parcels as listed below:
  - a. Up to five parcels for retaining walls and/or sidewalk.
  - b. Up to two parcels for relocated signal equipment or alternate sidewalk alignment outside existing right-of-way.

**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 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.

Any services of this type will be provided through an amendment to this Agreement.

2. 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.
3. 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 through a separate agreement with OWNER.

Sycamore Township  
 Page 5  
 April 14, 2022

4. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
5. Geotechnical Engineering: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
6. Land and Easement Procurement: Any services of this type including, but not limited to, assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided if authorized by OWNER.
7. 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.
8. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction is not included in the scope of this Agreement. Service of this type by ENGINEER will be provided through an amendment to this Agreement.
9. 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, will be provided through an amendment to this Agreement.
10. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
11. 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. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

**Compensation**

OWNER shall compensate ENGINEER for **Scope of Services** a lump sum of \$106,929 allocated as follows.

Task	Fee
Surveying Services	\$ 7,760
Preliminary Engineering Services	\$ 14,670
Sixty Percent Design Services	\$ 23,700
Final Design Services	\$ 17,290
Bidding-Related Services	\$ 7,000
Public Involvement	\$ 16,470

Sycamore Township  
 Page 6  
 April 14, 2022

Task	Fee
Construction Administration	\$ 14,549
Project Management	\$ 5,490
<b>Total Scope of Services Fee</b>	<b>\$106,929</b>

OWNER shall compensate ENGINEER for **If-Authorized Services** on an hourly rate basis plus expenses for an estimated fee of up to \$31,350, not to exceed the values shown in the table below.

Task	Fee
Retaining Wall Design	\$18,310
Traffic Signal Design	\$ 4,680
Right-of-Way Documents	\$ 8,360
<b>Total If-Authorized Fee</b>	<b>\$31,350</b>

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

The lump sum and 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 Notice to Proceed, which is anticipated the week of May 2, 2022. Final drawings, special provisions, OPCC, and bid tab are scheduled to be provided by November 18, 2022. Services are scheduled for completion on December 29, 2023.

**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



Sycamore Township  
Page 7  
April 14, 2022

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. Guarantee 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.
5. 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.
6. Provide all legal services as may be required for the development of this project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations. OWNER's soils consultant shall provide all necessary geotechnical testing during construction. OWNER's soils consultant shall notify OWNER and ENGINEER 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.
8. Provide the front end documents that require the contractor to name ENGINEER as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify ENGINEER to the same extent that the contractor insures and indemnifies OWNER.
9. 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.

#### **Observation Services**

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER 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.

#### **Payment Requests**

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

Sycamore Township  
Page 8  
April 14, 2022

### **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 ODOT 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 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.

Sycamore Township  
Page 9  
April 14, 2022

**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.®

SYCAMORE TOWNSHIP

\_\_\_\_\_  
Joseph M. Bunker  
Corporate Secretary

Date

\_\_\_\_\_  
Tracy Kellums  
Interim Administrator

Date