

First Reading: April 1, 2025  
Second Reading: dispensed

**RESOLUTION 2025-031**

**A RESOLUTION AUTHORIZING A CONTRACT WITH FORENSICS ENGINEERED FOR PROFESSIONAL SERVICES FOR THE FIRE STATION 92 ENGINEERING OF STRUCTURAL REPAIRS, DISPENSING WITH A SECOND READING, AND DECLARING AN EMERGENCY**

**WHEREAS**, the Board of Township Trustees wishes to conduct an engineering analysis for potential renovations to the townships Fire Station 92 (the “Fire Station 92 Engineering of Structural Repairs”) and wishes to provide for professional services in regard to the project; and

**WHEREAS**, the Board of Township Trustees desires to contract for professional services and has followed the procedure set forth in Ohio Revised Code for selection of an engineering firm for the Fire Station 92 Engineering of Structural Repairs; and

**WHEREAS**, the Board of Trustees desires to proceed with the engineering and to contract with Forensics Engineered for professional services for the Fire Station 92 Engineering of Structural Repairs;

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

**SECTION 1.** The attached proposal from Forensics Engineered is hereby approved, and the Township Administrator is hereby authorized and directed to contract with Forensics Engineered to provide the professional services for the Fire Station 92 Engineering of Structural Repairs.

**SECTION 2.** The contract price for the engineering shall not exceed \$17,500.

**SECTION 3.** 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 4.** 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 5.** 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 the study of the project as soon as possible.

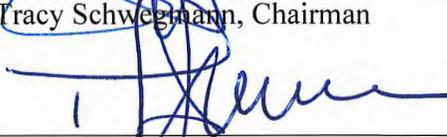
**SECTION 6.** This Resolution shall take effect on the earliest date allowed by law.

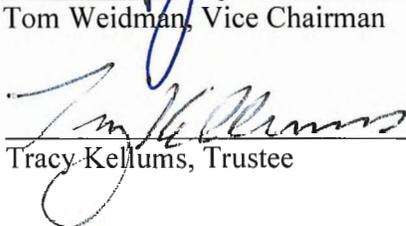
**VOTE RECORD:**

Mr. Kellums Aye      Ms. Schwegmann Aye      Mr. Weidman Aye

**PASSED** at a meeting of the Board of Township Trustees this 1<sup>st</sup> day of April 2025.

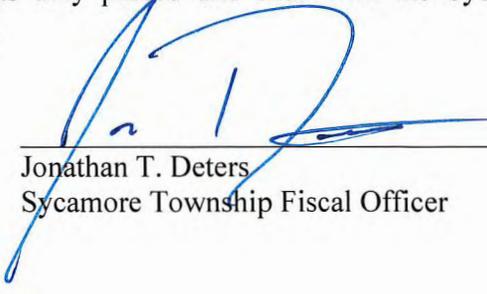
  
\_\_\_\_\_  
Tracy Schwegmann, Chairman

  
\_\_\_\_\_  
Tom Weidman, Vice Chairman

  
\_\_\_\_\_  
Tracy Kellums, Trustee

**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer this 1<sup>st</sup> day of April 2025.

  
\_\_\_\_\_  
Jonathan T. Deters  
Sycamore Township Fiscal Officer

**APPROVED AS TO FORM:**

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



**Forensics Engineered**  
5212 Wayne Madison Road  
Trenton, OH 45067  
(513) 814-3121  
[paula@forensicsengineered.com](mailto:paula@forensicsengineered.com)  
[www.forensicsengineered.com](http://www.forensicsengineered.com)

**Forensics Engineered**  
**Fee Proposal for Proposed Project:**

**Sycamore Township Fire Station 92**  
**Structural Repairs**

**March 28, 2025**

**Proposed Scope:**

**Structural Repairs (roof/Level 2 framing interface; check of Level 1 framing)**

Fee Budge of \$8,500 to \$10,000

Includes:

- On Site information gathering (with Contractor assist); 4 to 5 areas of drywall removal to understand as-built condition a bit better.
- Analyze and develop repair plans/details/specifications for Permit/Construction.
  - Checking wood roof framing, Level 2 wood framing, Level 1 precast framing for concentrated loads.
- Outline of sequence of work.
- Initial coordination/mtgs.

**Construction Administration**

Fee Budget of \$2,500 to \$4,000

Includes:

- Two Site visits to validate repairs, with field report of observations/additional directions.
- Answers to RFI's
- Review of submittals/shops, etc.
- Coordination with Contractor.

**Additional Consulting**

Fee Budget of \$2,250 to \$3,500

May Include, but not Limited to:

- Building Envelope (roofing, brick masonry, etc)
- Leaks (internal/external)

**Qualifications/Assumptions:**

- Scope/Fee based on the following:
  - Scope meeting and initial FE walk through with Mike Gould, Kelby Thoreson and Mike Fronimos, on March 24, 2025.
  - Fire Station 92 Sycamore Township, Ohio, Feasibility Study, prepared by SMP, dated July 7, 2024.
  - Existing Construction Documents, prepared by RSA, Inc., dated May 26, 1995.
- Fee to be billed hourly at \$195/hour, within Fee Budget limits. Any additional findings or requests will be reviewed with Client for approval prior to proceeding.

**Deliverables:**

Construction Documents (drawings/specifications – general notes) of Proposed Structural Repairs, sealed/signed for Permit/Construction

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (this "Agreement") is made and entered into this 1st day of April 2025 by and between Sycamore Township, whose address is 8540 Kenwood Road, Cincinnati, Ohio 45236 ("Client") and Forensics Engineered, an Ohio corporation, whose address is 5212 Wayne Madison Road Trenton, OH 45067 ("Forensics Engineered").

### SECTION 1. GENERAL DESCRIPTION OF PROJECT

Client hereby retains FORENSICS ENGINEERED to perform and FORENSICS ENGINEERED hereby agrees to perform the Services (as defined in Section 2) in accordance with the terms and conditions set forth in this Agreement. The project in connection with which the Services will be provided is generally described as follows: Fire Station 92 Engineering of Structural Repairs (the "Project").

### SECTION 2. GENERAL DESCRIPTION OF PROFESSIONAL SERVICES

The professional services to be provided by FORENSICS ENGINEERED are described in Attachment 1 to this Agreement, which is incorporated herein by reference (the "Services").

### SECTION 3. CONTACT PERSON

Client and FORENSICS ENGINEERED shall each appoint a contact person who shall have the authority to act on behalf of each party, including, by way of illustration and not by way of limitation, to define the scope of the Services, transmit instructions, receive information, and recommend changes in the Services (the "Contact Persons"). The Contact Person for Client shall be: STEVE REUTELSHOFER, and the Contact Person for FORENSICS ENGINEERED shall be: Paula J. Dombrowski.

### SECTION 4. DATE OF COMMENCEMENT; DURATION

The Date of Commencement for the Services provided pursuant to this Agreement shall be the later of (a) the date on which the Agreement is fully executed and (b) the date agreed in writing by the Contact Persons. FORENSICS ENGINEERED shall perform the Services with commercially reasonable due diligence and meet or exceed the final date (7/1/25) specified by Sycamore Township in the original scoping document dated March 28, 2025, subject delays attributable to Force Majeure (as defined in Section 6.22) and delays caused by or attributable to any act or neglect of Client or by any agent, employee, or other person or entity in privity with Client (other than FORENSICS ENGINEERED) (a "Client Delay").

### SECTION 5. COMPENSATION

Client shall pay FORENSICS ENGINEERED the maximum sum of SEVENTEEN THOUSAND FIVE HUNDRED and 00/100 Dollars (\$17,500.00) for FORENSICS ENGINEERED's performance of the Services pursuant to this Agreement, subject to adjustment as expressly provided in, and pursuant to, this Agreement.

### SECTION 6. TERMS AND CONDITIONS

**6.1 Invoice Procedures and Payment:** FORENSICS ENGINEERED shall submit invoices to Client for the Services rendered during each invoicing period, which shall generally be on a

monthly basis. The amount of each invoice shall be determined on the actual work performed method whereby FORENSICS ENGINEERED will provide the total number of hours or percentage of the Services accomplished during the invoicing period. Such invoices shall also separately list reimbursable expenses, if applicable. In no event shall the aggregate amount of such invoices exceed the maximum amount set forth in Section 5. Such invoices shall be submitted not more frequently than monthly by FORENSICS ENGINEERED and shall be due and payable within thirty (30) days of the date of the invoice. Any undisputed invoices not paid by Client within forty-five (45) days of receipt shall bear interest from the date due until the date paid at an interest rate of ten percent (10%) per annum.

**6.2 Expert Witness Services:** It is understood and agreed that FORENSICS ENGINEERED's services under this Agreement do not include any participation in any litigation. Should such services be required, a Professional Service Agreement Addendum may be negotiated between Client and FORENSICS ENGINEERED describing the services desired and providing a basis for compensation to FORENSICS ENGINEERED.

**6.3 Opinion of Probable Construction Cost/Cost Estimates:** Client hereby acknowledges that FORENSICS ENGINEERED cannot and does not represent or warrant that opinions or estimates of probable construction or operating costs provided by FORENSICS ENGINEERED will not vary from actual costs incurred by Client.

**6.4 Indemnification:** FORENSICS ENGINEERED agrees to indemnify and hold harmless Client, its agents, officials and employees, against any and all suits or claims that may be based on any injury to persons or property to the extent that such suits or claims are a result of the gross negligence or willful misconduct of FORENSICS ENGINEERED or any person employed by FORENSICS ENGINEERED

**6.5 Insurance:** FORENSICS ENGINEERED shall carry, throughout the term of this Agreement, workers compensation insurance, commercial general liability insurance, professional liability insurance, and automobile liability insurance. The Client shall be named as a co-insured under any such policy if such coverage is available. FORENSICS ENGINEERED shall provide Client a current copy of each insurance policy prior to commencement of the Services.

**6.6 Assignment/Third Parties:** Neither Client nor FORENSICS ENGINEERED will assign or transfer its interest in this Agreement without the written consent of the other; provided, however, FORENSICS ENGINEERED reserves the right to subcontract any portion of the Services with prior written consent of Client. Nothing in this Agreement shall be construed as creating any rights, benefits, or causes of actions for any third party against FORENSICS ENGINEERED or Client.

**6.7 Termination; Delay; Suspension:** Client may terminate this Agreement for any reason. Upon any such termination, Client shall pay FORENSICS ENGINEERED for the Services provided up to the date of such termination together with all reimbursable expenses incurred up to the date of such termination. In the event the Project is suspended or delayed, Client may delay or suspend FORENSICS ENGINEERED's performance of the Services immediately upon written notice to FORENSICS ENGINEERED. If Client delays or suspends FORENSICS ENGINEERED's performance of the Services for more than thirty (30) days, (a) FORENSICS ENGINEERED may

terminate this Agreement upon giving fifteen (15) days written notice or (b) the compensation payable to FORENSICS ENGINEERED pursuant to Section 5 may be equitably renegotiated and mutually agreed to be the parties hereto. Upon any such termination described in subsection (b) above, Client shall pay FORENSICS ENGINEERED for the Services provided up to the date of such termination together with all reimbursable expenses incurred up to the date of such termination.

**6.8 Default:** If Client or Forensics Engineered defaults in their obligations under this Agreement, and such default continues for more than ten (10) days after written notice (with respect to defaults relating to the payment of money) or thirty (30) days after written notice (with respect to all other defaults), the non-defaulting party shall have all remedies available at law or in equity, including, without limitation, termination of this Agreement. Notwithstanding the foregoing, prior to terminating this Agreement, the non-defaulting party shall provide a termination notice to the defaulting party which notice shall describe the default in reasonable detail. If the defaulting party cures the default within such seven (7) day period, the non-defaulting party's termination notice shall be null and void.

**6.9 Disputes:** If a controversy or claim arises out of or relates to this Agreement, or the breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to a judicial forum. If the parties are not able to so settle the issue, the controversy or claim shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party shall be responsible for their own expenses.

**6.10 Standard of Care:** FORENSICS ENGINEERED agrees to perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**6.11 Waiver:** No waiver of any condition or agreement in this Agreement by either Client or FORENSICS ENGINEERED will imply or constitute its further waiver of that or any other condition or agreement.

**6.12 Relationship:** FORENSICS ENGINEERED is an independent contractor to Client in performing the Services under this Agreement and is not an employee, agent, joint-venturer, or partner of Client.

**6.13 Client's Responsibilities:** Client shall promptly provide FORENSICS ENGINEERED all pertinent data, criteria, and information including but not limited to: design objectives and constraints, space and use requirements, operational information, budgetary limits, flexibility and expandability requirements, and any other available project data such as sketches, reports, prior designs, soil, tests, surveys, and plans. FORENSICS ENGINEERED shall be entitled to rely on any and all information provided pursuant to this Section 6.13. Client shall review FORENSICS ENGINEERED's work thoroughly and promptly, provide direction as necessary, and, if at any time, Client becomes aware of any defect, shall promptly give notice of such defect in the work or

services provided. Client shall provide access to the project site to the extent necessary or appropriate in connection with the performance of the Services.

**6.14 Bankruptcy:** If FORENSICS ENGINEERED or Client is adjudged to be bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such event shall be deemed a default by such party under this Agreement.

**6.15 Change Orders; Additional Services:** During the course of the term of this Agreement, Client shall have the right to request changes in the Services and/or to request additional services from FORENSICS ENGINEERED. Any such changes requested by Client shall be effective only if contained in a change order ("Change Order") signed by Client and FORENSICS ENGINEERED, which provides for (a) the adjustment, if any, in the compensation payable to FORENSICS ENGINEERED pursuant to Section 5, (b) the method of payment of any such increase and (c) the extension, if any, of the time for completion of the Services.

**6.16 Execution of this Agreement:** Neither Client nor FORENSICS ENGINEERED will be bound under this Agreement until both Client and FORENSICS ENGINEERED have duly executed and delivered to the other this Agreement. If this Agreement has been executed first by FORENSICS ENGINEERED and has not been executed by Client prior to April 16, 2025, at 11:59 p.m., FORENSICS ENGINEERED shall have the right to revoke its signature to this Agreement, in which event this Agreement shall be null and void and of no force or effect.

**6.17 Severability:** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision that is found to be illegal, invalid, or unenforceable, provision will be added as a part of this Agreement that is as similar to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

**6.18 Captions; Exhibits:** The captions are inserted in this Agreement only for convenience of reference and do not define, limit, or describe the scope or intent of any provisions of this Agreement. The exhibits and attachments to this Agreement, if any, are incorporated into the Agreement.

**6.19 Attorneys' Fees:** If either party shall bring an action against the other party related to the breach of any term, covenant or provision of this Agreement, or otherwise arising out of this Agreement, each party will be responsible for their own expenses and attorneys' fees expended or incurred in connection therewith.

**6.20 Preparation of Agreement:** This Agreement has been prepared by Client and its professional advisors and reviewed by FORENSICS ENGINEERED and its professional advisors. FORENSICS ENGINEERED, Client, and their separate advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement, and that it should not be interpreted in favor of either FORENSICS ENGINEERED or Client or against either FORENSICS ENGINEERED or Client merely because of their efforts in preparing it.

**6.21 Authorization:** If Client signs this Agreement as a corporation, limited liability company or partnership, each of the persons executing this Agreement on behalf of Client warrants to FORENSICS ENGINEERED that Client is a duly authorized and existing corporation, limited liability company or partnership, that Client has full right and authority to enter into this Agreement, and that each and every person signing on behalf of Client is authorized to do so. Upon FORENSICS ENGINEERED's request, Client will provide evidence satisfactory to FORENSICS ENGINEERED confirming these representations.

**6.22 Force Majeure:** The performance by FORENSICS ENGINEERED of its obligations under this Agreement will be excused by delays due to strikes, lockouts, labor trouble, inability to procure labor or materials or reasonable substitutes for them, failure of power, governmental requirements, restrictions or laws, fire or other damage, war or civil disorder, or other causes beyond the reasonable control of the party delayed (collectively, "Force Majeure").

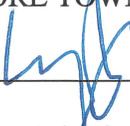
**6.23 Entire Agreement, Amendments, Governing Law:** This Agreement embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto. This Agreement shall be governed by the laws of the state where the Services are performed.

**6.24 Notices:** Any notice required hereunder shall be sufficiently given when sent to the Contact Person for Client or FORENSICS ENGINEERED via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth in the introductory paragraph above, or by personally delivering such notice to the party to be in receipt thereof.

**6.25 Confidentiality:** FORENSICS ENGINEERED agrees that the terms set forth in this Agreement and the information obtained by FORENSICS ENGINEERED in connection with the performance of the Services shall remain confidential and shall not be revealed or disclosed to any person or party except (a) with the written consent of Client; (b) as may be disclosed to FORENSICS ENGINEERED's attorneys, accountants and other representatives that are involved in the consummation of this Agreement and the Services; (c) as may be required by applicable law; (d) as may be necessary in connection with assisting FORENSICS ENGINEERED in obtaining necessary governmental approvals; and (e) in connection with any litigation or dispute resolution between the parties.

IN WITNESS WHEREOF, FORENSICS ENGINEERED and Client have duly executed this Agreement. The effective date of this Agreement shall be the last date whereby all parties listed below have executed this Agreement. Such date shall be recorded in the first paragraph of this Agreement.

SYCAMORE TOWNSHIP, OHIO

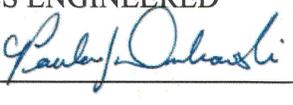
Signed:  \_\_\_\_\_

Typed: Greg Bickford

Title: Administrator

Date: 4-1, 2025

FORENSICS ENGINEERED

Signed:  \_\_\_\_\_

Typed: Paula J. Dombrowski

Title: Principal

Date: March 31, 2025

Attachment 1: Proposal Sycamore Township Fire Station 92 Structural Repairs: Dated March 28, 2025