

**RESOLUTION NO. 26-2023**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL ENGINEERING AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND FISHBECK FOR A HYDROLOGY STUDY AT MONROE BICENTENNIAL COMMONS.

WHEREAS, the Park and Recreation Board recommended that City Council approve a hydrology study at Monroe Bicentennial Commons to determine the drainage needs.

WHEREAS, Council desires to accept said recommendation and authorize an agreement for the hydrology study.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into a professional engineering agreement by and between the City of Monroe and Fishbeck for a hydrology study at Monroe Bicentennial Commons. The terms and conditions of said agreement are marked Exhibit "1" attached hereto and made a part hereof.

SECTION 2: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08(C) of the Charter.

PASSED: March 28, 2023

ATTEST:

APPROVED:

  
\_\_\_\_\_  
Clerk of Council

  
\_\_\_\_\_  
Mayor

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

  
\_\_\_\_\_  
Clerk of Council  
City of Monroe, Ohio



May 3, 2022

Gary Morton  
Public Works Director  
City of Monroe  
233 S. Main Street  
Monroe, OH 45050

**Proposal for Professional Services  
Bicentennial Commons Park Stormwater Plan**

Dear Gary:

Fishbeck is pleased to provide this proposal for professional services to assist the City of Monroe (City) with development of a Stormwater Plan for the Bicentennial Commons Park in the City of Monroe. This proposal includes a statement of understanding, scope of services, schedule, and professional fees.

## Statement of Understanding

The City is constructing the Bicentennial Commons Park on the grounds of an amusement park formerly known as Americana, and prior to that LeSourdsville Lake. The park property consists of approximately 40 acres and is bordered by the Great Miami River to the north and west; Gregory Creek to the south and the CSX railroad along the eastern boundary. Access to the site requires crossing of the single railroad track. We understand that the City has evaluated site access and has implemented procedures for entry to the park. Additional consideration for park access is therefore not a part of Fishbeck's scope of services.

Much of the site has been cleared and portions of the lake have been filled. A few buildings remain, which may be repurposed for the new park.

Development on the site began in 1828 with the arrival of the Miami-Erie Canal, which followed the eastern edge of the site. Around 1855, ponds were added to the site that were used for the production of ice blocks until the late 1800s. In the early 1900s, the canal was abandoned and was eventually filled with soil. After briefly being used for farming, an 18-acre recreational lake with picnic areas was built on the site in the 1920s. In the 1930s, the park evolved into an amusement park with rides.

In 2018, the City produced the *Bicentennial Commons Park Master Plan* for the development of the park. It is our understanding that many of the features of that plan have been approved by stakeholders and may be implemented in the final design with modifications to several areas based on recent evaluations. It is also our understanding that only the top layer of dirt and concrete walkways have been removed during the development thus far, and that there remains the potential for concrete foundations and utilities buried deeper below the surface.

It is our understanding that prior to the City acquiring the property, fill material was brought to the site to fill in some of the low-lying areas. This material has been spread and covered with topsoil and grass to provide an attractive lawn in the vicinity of the carousel area that has already been redeveloped. Recent rain events have resulted in ponding water that the City would like to correct prior to proceeding with the redevelopment of the park.

The City would also like to include green infrastructure such as bio-retention, rain gardens, and infiltration basins to help improve water quality. Educational signage may also be placed at these features in support of the City-wide stormwater management program.

## Scope of Services

Fishbeck will complete the following tasks to develop a stormwater plan for the park.

### Task 1: Field Survey

Fishbeck will begin the project by researching existing records, as-built drawings (if available), and historic aerials to determine possible locations of existing storm sewers and other utilities.

Fishbeck will then conduct a topographic survey to determine existing drainage patterns of the site. Data from the Butler County Geographic Information System (GIS) would be incorporated, however, contour data from this source and the Ohio Geographically Reference Information Program (OGRIP) are at 2-foot intervals, which is not of sufficient detail for this project. In addition, this data predates some of the recent construction at the site.

Fishbeck will contact Ohio Utilities Protection Service (OUPS / Ohio811) to have existing utilities marked prior to the survey. Subsequent to the field survey, a base map in AutoCAD Civil3D format will be developed that will provide a basis for drainage design as well as other future projects on the site.

A detailed topographic survey will be conducted in the vicinity of the carousel plaza. The remainder of the park will be surveyed only at sufficient intervals to establish contours for the hydrology analysis. Existing structures, finish floor elevations, driveways, sidewalks and utilities will be located. Tree lines and water edge will be identified, however individual trees will not be marked. A permanent control network and benchmarks will be established for the site, for use on this project and future design and construction.

### Task 2: Soil Borings and Subsurface Geophysical Investigation

The native soils for this site consist of fine sandy loam (St), which are typically well-drained. However, these soils were disturbed due to the development of the lake and park that occupied the site. Thus, an investigation is necessary to determine the drainage characteristics of the native soils and backfill materials. In addition, investigation is needed to determine whether there is a concrete or clay layer lining the bottom of the former lake which may affect stormwater infiltration. Additional concerns include concrete slabs and other demolition debris or other built features that may be present at depth. Finally, there is a potential for at least one deeper foundation related to a former water tower. There are two specific areas of interest, known from historical photographs, where former pool bottom concrete slabs may still be present. There may be other such areas not known to us.

Fishbeck will arrange for sixteen borings, the majority of which will be between 11 and 19 feet in depth or refusal. The soil borings will be analyzed to understand the subsurface conditions as they pertain to the hydrogeology of the site. Piezometers will be installed in three of the boring locations to allow groundwater measurements to be taken over a three week period after installation. It should be noted that additional borings may be necessary for park structures as the park plans are finalized.

A geophysical investigation will also be conducted to provide additional subsurface information, in particular the areas between soil borings. A Multichannel Analysis of Surface Waves (MASW) investigation would help define the subsurface profile and the seismic site classification. This information may reduce the number of future borings needed. Ground-Penetrating Radar (GPR) will also be used to locate foundations that may be left from previous structures on the site.

Finally, given the amusement park history of the site, soil samples will be taken from the geotechnical borings and tested for contaminants. Water samples would also be checked for contamination. Some additional drilling and piezometers are included in this step. This would not be a complete Phase I/II Environmental Site Assessment. Rather it would indicate whether stormwater infiltration practices are appropriate for the site, or if additional investigation is necessary. If contaminated materials were discovered, additional investigation would be recommended.

### **Task 3: Hydrology Analysis and Stormwater Plan**

Fishbeck will perform a hydrologic analysis to develop and refine a stormwater plan for the Bicentennial Commons Park site. First, Fishbeck will utilize the survey data collected in Task 1 to divide the site into sub-watersheds based on existing natural drainage patterns. Then, based on the proposed site plan for Bicentennial Commons Park and the existing sub-watersheds, Fishbeck will develop preliminary proposed sub-watersheds for the site. Once these existing and proposed sub-watersheds have been delineated, Fishbeck will develop a hydrologic model of the site that incorporates *NOAA Atlas 14* rainfall data, soils data collected in Task 2 and through desktop research, and existing and proposed land cover.

Based on the preliminary hydrologic model and FEMA flood insurance studies for the Great Miami River, Fishbeck will develop a preliminary stormwater plan which includes a conceptual storm sewer network, green infrastructure practices, and site outfall locations. Fishbeck will also consult with the Miami Conservancy District to ensure that their facilities are not negatively impacted by the project. This stormwater plan will meet the stormwater management criteria in the updated *Monroe Comprehensive Stormwater Management Ordinance* and create green infrastructure demonstration sites in accordance with the *Monroe MS4 Stormwater Management Program (SWMP)*. The Bicentennial Commons stormwater plan will focus on runoff reduction and water quality treatment. The green infrastructure practices, such as bioretention and/or permeable pavements will serve to improve water quality, provide runoff reduction, and benefit the natural aesthetic of the park. Fishbeck will present this preliminary stormwater plan and alternatives analysis to the City for review and approval before incorporating their feedback to develop a final stormwater plan.

As part of this task, Fishbeck will identify required permits from the City as well as from outside agencies such as the U.S. Army Corps of Engineers (USACE) and Ohio Environmental Protection Agency (OEPA) for discharges to the Great Miami River or work within the floodplain.

### **Task 4: Stormwater System Conceptual Design**

Utilizing the stormwater management plan and hydrologic model developed in Task 3, Fishbeck will complete a conceptual design of the stormwater system for the Bicentennial Commons Park site. This will include sizing and routing calculations for the storm sewer network, sizing and layout of proposed green infrastructure source controls, and a preliminary engineer's estimate of probable construction cost.

The stormwater system will be designed to be constructed in phases, with the trunk system and downstream facilities designed first along with green infrastructure source controls in the already developed portions of the park. Designs for future phases will include sizing and layout for trunk lines and sizing and layout for runoff controls.

Fishbeck will also research grant opportunities that may be available for the construction of green infrastructure as it pertains to the stormwater management system. A summary of our findings will be included in a design memorandum. An electronic version of the design memorandum will be presented to the City for review and any questions or comments will be address prior to delivery of a final version.

## Future Task: Construction Documents & Permitting

Once the stormwater plan in Tasks 1-4 is complete, a future task will be the preparation of construction documents; preparation and submittal of permitting materials; and preparation of a long-term operations, inspections, and maintenance plans for the stormwater system. Due to the number of uncertainties regarding site conditions and development plans, the scope of services and engineering fee will need to be determined at the completion of Tasks 1-4.

## Schedule

Fishbeck will begin scheduling work immediately upon receiving a notice to proceed. We anticipate completion of the planning services described in this proposal within five months of receiving a notice to proceed.

## Professional Services Fees

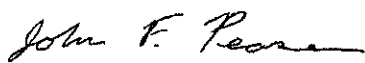
We propose to complete the above Scope of Services for an hourly not-to-exceed basis, with the estimated fees shown below, including expenses.

Task	Description	Fee
1	Records Research and Survey	\$32,000
2	Geophysical Investigation and Soil Borings	\$69,000
3	Hydrology Analysis	\$39,000
4	Stormwater Management Conceptual Design	\$52,000
	Total	\$192,000

Attached is our Professional Services Agreement. If you concur with our Scope of Services, please sign in the space provided and return the executed contract to the attention of Dawn M. Smith ([dmsmith@fishbeck.com](mailto:dmsmith@fishbeck.com)). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

Thank you for the opportunity to present this proposal for your consideration; If you have any questions or require additional information, please contact me at 513.247.8577 or [jpease@fishbeck.com](mailto:jpease@fishbeck.com).

Sincerely,



**John F. Pease, PE**  
Water & Wastewater Engineer



**Allen J. Aspacher, PE**  
Vice President/Senior Project Manager

Attachments  
By email

# Professional Services Agreement

**PROJECT NAME**      Bicentennial Commons Park Stormwater Plan  
**FISHBECK CONTACT**    John Pease, PE  
**CLIENT**              City of Monroe  
**CLIENT CONTACT**     Gary Morton  
**ADDRESS**             233 S. Main Street, Monroe, OH 45050

Client hereby requests and authorizes Fishbeck to perform the following:

**SCOPE OF SERVICES:** In accordance with Fishbeck's proposal dated May 3, 2022.

**AGREEMENT.** The Agreement consists of this page and the documents that are checked:

- Terms and Conditions for Professional Services, attached.
- Proposal dated May 3, 2022.
- Other:

**METHOD OF COMPENSATION:**

- Lump Sum for Defined Scope of Services
- Hourly Billing Rates plus Reimbursable Expenses
- Other:

**Budget for Above Scope of Services:** Hourly not-to-exceed fee of One Hundred Ninety-Two Thousand Dollars (\$192,000).

**ADDITIONAL PROVISIONS (IF ANY):** None.

**APPROVED FOR:**

City of Monroe

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

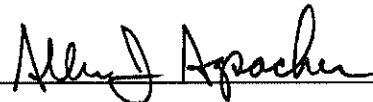
**ACCEPTED FOR:**

Fishbeck

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



Vice President

May 3, 2022

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of Client's authorization to Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for Client's Project. Reimbursement shall be at Fishbeck's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by Fishbeck will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Fishbeck cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of Fishbeck's profession practicing under similar circumstances at the same time and in the same locality. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.  
  
Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.  
  
Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
14. **INDEMNIFICATION.** Fishbeck will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by Fishbeck's negligence or willful misconduct. Client agrees to defend, indemnify, and hold Fishbeck harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Fishbeck's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** Client and Fishbeck waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck. Client shall defend, indemnify, and hold harmless Fishbeck from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Client in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck shall assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of Fishbeck.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

### End of Terms and Conditions for Professional Services