

HAMILTON COUNTY ENGINEER'S

SCOPE OF SERVICE

1. PROJECT IDENTIFICATION:

Road Name: Montgomery Road and Hosbrook Road

Project No. 500956

2. PROJECT INFORMATION:

Limits: Montgomery Road - I-71 to Hosbrook Road; Hosbrook Road - Montgomery Road to proposed Township access road

3. AGREEMENT BETWEEN CONSULTANT AND:

Hamilton County

ADDITIONAL PARTIES INVOLVED IN PROJECT:

Sycamore Township

4. METHOD OF FINANCING:

Engineering: Sycamore Township TIF funds

Construction: Sycamore Township TIF funds

5. WORK PHASES INCLUDED IN AGREEMENT:

PHASE A Plan Submission: Line, grade and typical sections on Base Sheets to be used in final plans.

Potential design problem areas are to be identified.

PHASE B Plan Submission: To conform to Phase A recommendations. Final review submission is to

include Special General Notes and Specifications and quantities.

6. PLAN SCALES:

PLAN: 1" = 20' Min.

PROFILE: Profiles to be completed as necessary

CROSS SECTIONS: Cross sections to be completed as necessary

7. JOURNALIZED SPEED LIMIT:

N/A

8. PAVEMENT RESTORATION SECTION:

The restoration section for disturbed pavement areas is conform with the County's specifications.

9. ALIGNMENT:

The Consultant is to work with the various utility companies, Sycamore Township and Hamilton County to determine the alignment and location of the utilities to be relocated underground. Consultant MUST submit proposed alignments to Ohio Department of Transportation (ODOT) for review and approval.

10. MAINTENANCE OF TRAFFIC:

Maintenance of Pedestrian Traffic: X

Maintenance of Vehicular Traffic: X

During the construction of the improvements, it is currently presumed that the road(s) are to remain open to through and local traffic and that the construction is to be completed under traffic.

To the satisfaction of and subject to the Engineer's review and approval, a tentative outline for the sequence of construction, a maintenance of traffic plan and/or maintenance of traffic notes in sufficient detail for the proper control of traffic through the project, especially involving ingress to and egress from the abutting properties within the project area shall be prepared.

As may be applicable during the preparation of the plans, the Consultant shall work with the Engineer to determine if alternative methods of handling traffic would be warranted and desirable during the construction of the project. These measures may include, but not be limited to, the detouring of all through traffic while maintaining local traffic or the maintaining of through traffic on a one-way only basis. If the Engineer authorizes other methods, the Consultant will work with the Engineer to determine if special restrictions are to be enforced during the implementation of the alternate measure(s), i.e. a total time duration, a daily time/hour restriction, etc. The Consultant will also work with the Engineer's Traffic Department to determine the detour route and prepare the necessary detour plan(s). As necessary for the alternative measures, the Consultant is to prepare a tentative outline for the sequence of construction, a maintenance of traffic plan and/or maintenance of traffic notes in sufficient detail for the proper control of traffic through the project, especially involving ingress to and egress from the abutting properties within the project area.

This item of work shall also include the preparation of any necessary plans that indicate temporary work zone pavement markings and/or signs that are to be included in the project, especially where the number of traveled lanes and/or the width of traveled pavement are to be decreased during construction.

All items of work relating to the maintenance of traffic are to be submitted with the final plan review submission.

11. UTILITIES AND OTHER AGENCIES:

Water	(X)	Sanitary	(X)
Electric	(X)	Gas	(X)
Telephone	(X)	Cable TV	(X)
Public Works	()	ODOT	(X)

Others: Ohio Department of Transportation (ODOT)

ALL utility companies and other agencies, including any that may have facilities within the project limits and **ARE NOT** listed above, shall be contacted in writing. **ALL** existing facilities and utilities, including house connections, shall be indicated on the plans as required by Section 153.64 O.R.C. (H.B.538).

In cases where the abutting properties are **NOT** served by public utilities, e.g. water treatment is provided by septic system or water is supplied through a cistern system, contact **ALL** pertinent agencies, i.e. Board of Health, to determine the possible location of the private systems and **FIELD** locate and indicate on the plans these systems.

ALL utilities and other agencies shall be furnished with the necessary copy/copies of the preliminary plans so that utility or agency may indicate and/or verify the location of any facility.

ALL utilities and other agencies shall also be furnished with a copy of the final, detailed plans for a final review. The final review by the utility is intended to provide the utility with an opportunity to suggest changes in the proposed design so as to protect and/or lessen the impact on their facility or to determine if special precautions will be required during construction to protect their facility.

A copy of **ALL** transmittal letters and a copy of **ALL** responses shall be submitted to the Engineer.

12. ESTIMATED QUANTITIES:

Phase A: _____

Phase B: X

Quantity Splits: _____

13. CONSTRUCTION COST ESTIMATE:

Submit with Letter of Interest: _____

Phase A: _____

Phase B: _____ X _____

14. EXTENT OF FIELD SURVEYS:

Survey Information by: Field Method _____ Aerial _____

- Main Road Alignment (X)
- Main Road Profile (X)
- Side Road Alignment (X)
- Side Road Profile (X)
- Reference Points & Bench Marks (X)
- Aerial Control ()
- Alignment & Profile of Driveways (X)
- Cross Sections (X)
- Pavement Salvage Sections (X)
- Channel Cross Sections ()
- Profile of Channel ()
- Drainage Survey ()
- Topo Identification (X)
- Utilities (public and/or private facilities) (X)
- Property Lines (X)
- Existing Right-of-way lines (X)

Field work and plans to be completed to the extent necessary to relocate the utilities underground.

15. RIGHT-OF-WAY AND EASEMENTS:

- Property Map ()
- Centerline Plat ()
- R/W Summary ()
- Final Right-of-way Plans ()
- R/W & Easement Descriptions ()
- Registered Land Plats & Descriptions ()
- Establishment Plat ()
- Establishment Descriptions ()
- Right-of-way Staking ()

Approximate Number of Parcels _____

It is presumed that all utility work, other than the relocation/reconnection of the private service laterals will be located within the existing right-of-way. If easement descriptions and/or plans are necessary to cover the work on private property, they will be handled by an Amendment to the Agreement.

16. GEOTECHNICAL/SUBSURFACE INVESTIGATION:

State _____ County _____ Consultant _____
Other _____

Work to be completed as needed. The Consultant is to determine, in conjunction with the Engineer, the amount and type of work to be performed. The Consultant shall work with the geotechnical firm to ensure that the geotechnical information necessary for the design of the various components of the improvements, i.e. pavement section, retaining walls, is obtained. This information may include the determination of the CBR, the Attenburg limits and the moisture content of the soil. The Consultant will be responsible for establishing the required field control and for field locating the boring locations.

17. The Engineering Agreement will be a **LUMP SUM AGREEMENT**.

18. The project will include all office and field work necessary to a) prepare final construction plans, b) write general and special notes, c) calculate quantities, and d) determine existing right-of-way and property lines.

Unless otherwise noted in this Scope, proposed right-of-way plans and descriptions and the establishment plat and descriptions shall be handled on an as necessary basis by amendment to the original agreement.

County will prepare bid document, prints, etc. for bidding process.

19. At a minimum, plan development will require the following submittals and each submittal will be subject to a review by the Engineer:

A. Submittal of **Phase A** plans

Includes line, grade and typical sections; plotting of critical cross sections; preliminary plans/details for any special project features; information regarding the location of all existing underground utilities, either public or private.

B. Submittal of **Phase B** plans

Includes detailed plans and cross sections; specifications and special notes; detailed plans/details for any special project features; preliminary maintenance of traffic plans/notes; preliminary quantities.

C. Submittal of **Final** revised plans

Includes final detailed plans and cross sections, revised in accordance with Engineer's review comments; final quantities, revised in accordance with Engineer's review comments; final specifications and special notes, revised in accordance with Engineer's review comments; final maintenance of traffic plans/notes, revised in accordance with Engineer's review comments.

In addition to these reviews, the County may also require **MONTHLY** progress reports.

20. The **Phase A** submission is to be approved by the Engineer **PRIOR** to the preparation of the final, detailed construction plans. No written report is required.

AFTER the Phase B submittal and **PRIOR** to the Phase B review meeting, the Engineer will schedule a field walk of the project to visually verify the existing features indicated on the plans. The Consultant will be required for this field walk.

21. The addresses, i.e. house numbers, shall be indicated on the plan and right-of-way sheets.
22. The necessary fieldwork shall be completed and the plans prepared so as to have the stationing for the project increase from South to North or from West to East, as may be applicable, unless otherwise approved by the Engineer.
23. The baseline and/or centerline shall be adequately marked in the field. The points set in the field shall be shown on the plans. At a minimum, the points to be marked in the field shall be located at one hundred (100) foot intervals. The PC, PI and PT of each curve shall also be marked. In addition, the PC, PI and PT of each curve **AND** the baseline/centerline at intervals **NOT** to exceed one thousand (1000) feet shall be **WITNESSED**. As required, the points to be witnessed in the field shall be witnessed from a **MINIMUM** of three (3) points, located outside of the work limits.

Where a baseline has been established and utilized, instead of the centerline, the plans **MUST** indicate the relationship between the baseline marked in the field and the centerline.

The construction plans and the right-of-way plans shall also indicate all existing or set monumentation (centerline, right-of-way, subdivision, and/or civil boundaries) that is found in the field to be within the project limits. This monumentation shall be located, identified, shown and labeled on the plans.

The construction plans and the right-of-way plans are to be referenced to the **STATE PLANE COORDINATE** system. This will require that **STATE PLANE COORDINATES** be shown on the plans for the PC, PI and PT for each curve, all angle points and termination points. This will be applicable to proposed right-of-way lines, permanent easement lines, proposed centerline and/or baseline. Mr. Bob Heidkamp (513-946-4265) should be contacted to obtain the information regarding the nearest established benchmark.

24. All underground facilities shall be located. These underground facilities are to include, but to not be limited to, storage tanks, septic tanks/systems, leach beds, utilities, including service lines (in accordance with Section 153.64 ORC), drain pipes and exposed field tiles shall be located and identified as to the size and type.

Special attention shall be given to any commercial/industrial property having underground storage tanks in current use or which may have previously utilized underground storage tanks, e.g. service stations, print shops, dry cleaners, etc., to identify any potential environmental problems.

25. If the proposed project involves **ANY** work within the right-of-way for a **STATE** and/or a **FEDERAL** Highway, the Engineer will obtain a permit at the time the project is scheduled for bidding and construction. However, the Consultant **MUST** submit the plans to ODOT for review and approval prior to submitting the final plans to the County. A copy of ODOT's approval letter **MUST** be submitted with the final plan submission.

26. Along with the **FINAL** submission of the project plans and documents, a copy of **ALL** field notes; a listing of point coordinates and point descriptions for **ALL** points on the existing **AND** proposed centerline, baseline and right-of-way line; a closure for **EACH** easement or right-of-way take; and a copy of **ALL** quantity calculations **MUST** be furnished to the Engineer.
27. All construction plans **MUST** be prepared by or under the direct supervision of a Professional Engineer who is registered in the State of Ohio. A Professional Engineer **MUST** stamp and sign the Construction Improvement plans.
28. All surveying and/or fieldwork **MUST** be done by or under the direct supervision of a Professional Surveyor who is registered in the State of Ohio. All right-of-way plans and descriptions, establishment plats and descriptions and registered land plats and descriptions **MUST** be prepared by or under the direct supervision of a Professional Surveyor who is registered in the State of Ohio. A Professional Surveyor who is registered in the State of Ohio **MUST** stamp and sign **ALL** Right-of-way plans and Registered Land plats.
29. All final plans and plats to be ink on mylar/linen or high quality mylar copies. Construction plans and right-of-way plans shall be separate plans. Plan sheets shall be 22" x 34" trimmed size. Computer-aided design and/or drafting systems (CAD) are acceptable.
30. If the plans are prepared with a computer-aided design and/or drafting system (CAD), a computer disk or disks containing all the project information **MUST** be furnished to the Engineer. The electronic files shall be in a format compatible with "Autocad". The project files **MUST** be stored in a manner that will allow the Engineer to recall all line types, wording and layers and make prints of the plans that will be the same as the approved plans received from the Consultant.

A hard copy of all the project information, including the notes, quantities, descriptions, **MUST** be furnished to the Engineer. A computer disk or disks containing all the project information **MUST** also be furnished to the Engineer. Unless otherwise approved by the Engineer, the electronic files shall be in a format compatible with the Engineer's software, i.e. Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Adobe Acrobat.

31. Required Consultant Insurance:

Consultant Insurance Provisions:

It shall be the responsibility of the Consultant to insure the protection of all life and/or property. It shall be the responsibility of the Consultant to protect itself; its employees and/or its agents; the employees and/or agents of any and all sub-consultants; and the County, its officers, employees and/or agents, from any and all liability claims that may arise from operations carried out in the performance of the services involved in the project.

During the term of the Agreement, the Consultant will provide, pay for and maintain in full force and effect the insurance outlined here for coverage at not less than the prescribed minimum limits of liability covering the Consultant's activities.

Certificate of Insurance:

The Consultant shall provide the County with certificates of insurance, completed by a duly authorized representative, evidencing that at least the minimum coverage and limits herein required are in effect.

The certificates of insurance shall contain a standard ACORD Form 25 S provision that the coverage afforded under the policy or policies will not be canceled or terminated without thirty (30) days prior written notice to:

Hamilton County Risk Manager
Room 607, County Administration Building
138 East Court Street
Cincinnati, OH 45202

and

Hamilton County Engineer
Room 700, County Administration Building
138 East Court Street
Cincinnati, OH 45202

The Consultant shall maintain all required coverage without interruption during the entire term of the Agreement.

Failure of the County to demand such a certificate or other evidence of full compliance with these requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Consultant's obligation to maintain such insurance.

The acceptance of delivery by the County of any certificate of insurance evidencing the required coverage and limits does not constitute approval by the County or agreement by the County that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.

The certificates of insurance shall be submitted by the Consultant to the Engineer in conjunction with the original documents of the Agreement that have been signed by the Consultant. The further processing of the Agreement by the County will be dependent upon the Consultant submitting and the County approving the necessary certificates of insurance.

If the Consultant fails to maintain the insurance as set forth here, the County will have the right, but not the obligation, to, at the County's option, either purchase said insurance at the Consultant's expense or terminate the Agreement.

Insurer Qualifications:

All insurance must be provided through companies authorized to do business in the State of Ohio and rated at least A-:VII by the A. M. Best Company.

Insurance Primary:

All coverage required of the Consultant will be primary over any insurance or self-insurance program carried by the County, but only to the extent caused wholly or in part by the Consultant's negligent acts, errors or omissions.

No Reduction or Limit of Obligation:

By requiring insurance, the County does not represent that the coverage and limits will necessarily be adequate to protect the Consultant. Insurance effected or procured by the Consultant will not reduce or limit the Consultant's contractual obligation to indemnify and defend the County for claims or suits that result from or are connected with the performance of the services involved in the project.

Insured & Additional Insured:

The policy or policies shall endorse "The Hamilton County Board of County Commissioners, Hamilton County and the Hamilton County Engineer, their officers, employees and agents" as insured.

Where the Scope of Service indicates that additional parties will be involved in the project, i.e. another County, a Township, a City or a Village, the policy or policies shall endorse as additional insured the Board of County Commissioners of the pertinent County, the Board of Trustees of the pertinent Township, the City Council of the pertinent City and/or the Village Council of the pertinent Village, and their respective engineers, officers, employees, agents and volunteers.

A Waiver of Subrogation shall be endorsed on the policy.

If sub-consultants are to be utilized on the Project, the Consultant's policy or policies shall endorse the sub-consultants as additional insured or separate policies, meeting all the requirements herein, shall be furnished by the Consultant or the sub-consultant(s) to the Engineer for each of the sub-consultants.

The form of the additional insured endorsement will be ISO CG 20 33 03 97 (Form B) or its equivalent. The amount of Consultant's insurance will not be reduced by evidence of such other insurance.

Retroactive Date and Extended Reporting Period:

If any insurance herein required is to be issued or renewed on a claims-made form, as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project.

Joint Ventures:

If the project is to be completed as a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverage specified herein or the joint venture will be a named insured under each policy specified.

Sub-consultants:

If the Consultant engages sub-consultant(s) for the performance of any portion of the services involved in the project, the Consultant shall be responsible for guaranteeing that the portion of the project that is to be accomplished by the sub-consultant(s) is adequately covered by the insurance as specified herein.

The Consultant will cause each sub-consultant employed by the Consultant to purchase and maintain insurance of the type specified herein. When requested by the County, the Consultant will furnish copies of certificates of insurance evidencing coverage for each sub-consultant.

Cooperation:

The Consultant and the County agree to fully cooperate, participate and comply with all reasonable requirements and recommendations of the Consultant's insurers and insurance brokers issuing or arranging for issuance of policies required here, in all areas of safety, insurance program administration, claim reporting, investigating and audit procedures.

Insurance Limits and Coverage:

To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions, and coverage of Insurance Service Office (ISO) policies, forms and endorsements.

If the Consultant or the Consultant's sub-consultant(s) has/have any self-insured retention or deductible under any of the following minimum required coverage, the Consultant and the Consultant's sub-consultant(s) must identify on the certificate of insurance the nature and amount of such self-insured retention or deductible. All self-insured retention or deductible will be the Consultant's or the sub-consultant's responsibility.

Commercial General Liability:

The Consultant will maintain commercial general liability insurance covering all operations by or on behalf of the Consultant on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these limits and coverage:

Minimum limits: \$1,000,000 each occurrence;
 \$2,000,000 general aggregate;
 \$1,000,000 products and completed operations aggregate.

Coverage: 1. 1986 (or later) ISO commercial general liability form (occurrence form);
 2. Products and completed operations coverage maintained for at least 3 years;
 3. Blanket contractual liability (included in 1986 ISO form);
 4. Broad form property damage (included in 1986 ISO form);
 5. Severability of interest (included in 1986 ISO form);
 6. Underground explosion and collapse coverage (included in 1986 ISO form);
 7. Personal injury;
 8. Waiver of subrogation endorsement;
 9. Additional insured endorsement.

Automobile Liability:

The Consultant will maintain business auto liability covering liability arising out of the Consultant's use of any auto (including owned, hired, and non-owned autos).

Minimum limit: \$1,000,000 combined single limit each accident.

Workers' Compensation:

The Consultant will maintain workers' compensation insurance.

Minimum limits: 1. Workers' compensation - statutory limit.

Umbrella/Excess Liability:

The Consultant will maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance herein described. The amounts of insurance required herein may be satisfied by the Consultant purchasing coverage for the limits specified or by any combination of underlying and umbrella limits so long as the total amount of insurance is not less than the limits specified herein.

Minimum limits: \$2,000,000 combined single limit and aggregate limit.

Professional Liability (Errors & Omissions):

The Consultant will purchase and maintain professional liability insurance.

Minimum limits: \$1,000,000 each claim and annual aggregate.

Coverage: 1. Retroactive date prior to work.

Valuable Papers:

The Consultant will purchase valuable papers and records coverage for plans, specifications, drawings, reports, maps, books, blueprints, and other printed documents in an amount sufficient to cover the cost of recreating or reconstructing valuable papers or records related to this project.

Indemnification of Hamilton County:

The Consultant shall save, protect, defend, indemnify and hold harmless the Board of County Commissioners of Hamilton County, Ohio; the Hamilton County Engineer; and their respective officers, employees, and agents from and against any and all liabilities, penalties, damages, settlements, costs or losses of every kind and character to the extent they arise out of or in connection with the intentional, wrongful, or negligent acts, errors or omissions of the Consultant, its employees officers, agents or sub-consultant(s) in the performance of the services involved in the project.

The Consultant agrees to pay all damages, costs and expenses of the said Board of County Commissioners of Hamilton County, Ohio; the Hamilton County Engineer; and their officers, employees, and agents in defending any action arising out of the aforementioned wrongful, intentional or negligent acts, errors or omissions.

Indemnification of Additional parties:

Where the Scope indicates that additional parties will be involved in the project, i.e. another County, a Township, a City or a Village, the Consultant shall also save, protect, defend, indemnify and hold harmless the Board of County Commissioners of the pertinent County, the Board of Trustees of the pertinent Township, the City Council of the pertinent City and/or the Village Council of the pertinent Village, and their respective engineer(s), officers, employees, and agents, from and against any and all liabilities, penalties, damages, settlements, costs or losses of every kind and character, to the extent they arise out of or in connection with the intentional, wrongful, or negligent acts, errors or omissions of the Consultant, its employees officers, agents or sub-consultant(s), in the performance of the services involved in the project.

The Consultant shall also agree to pay all damages, costs and expenses of the Board of County Commissioners of the pertinent County, the Board of Trustees of the pertinent Township, the City Council of the pertinent City and/or the Village Council of the pertinent Village, and their engineer(s), officers, employees, and agents in defending any action arising out of the aforementioned wrongful, intentional or negligent acts, errors or omissions.

The Consultant **MUST** submit **ONE CERTIFIED, COMPLETE** copy of those portions of the insurance policy in which Hamilton County, the Township and/or any other party to the Agreement is named as an additional insured, i.e. the General Liability Policy or the Automobile Policy. The Consultant **MUST** also submit **TWO CERTIFIED CERTIFICATES** indicating the insurance coverage for all other portions of the insurance policy. The Consultant **MUST** submit these documents to the Engineer when returning the Agreement for the project.

In the event of the Consultant, the County, the Township and/or any other party to this Agreement is named in litigation related to the **PROJECT**, the Consultant also agrees to provide to the Engineer, within ten (10) business days of the Consultant receiving the lawsuit, one certified copy of the **ENTIRE** insurance policy or policies and associated endorsements.

ADDITIONAL INFORMATION

MONTGOMERY & HOSBROOK ROADS UNDERGROUND UTILITIES

500956

- 1) The design work is to involve the relocation of the existing overhead utilities underground.
- 2) The design of the underground facilities is to conform to the applicable rules, regulations and/or requirements of the various utility companies.
- 3) The Consultant will work with Sycamore Township and Hamilton County to limit impacts on abutting properties and the traveled roadway and to determine the proper restoration of disturbed areas.
- 4) The project will include the removal of the existing strain poles for the traffic signals at the Montgomery Road and I-71 intersection and the Montgomery Road and the Hosbrook Road intersection. The Consultant shall design the proposed signals with mast arms. The mast arms are to match the type used on Montgomery Road from Kenwood Road to I-71. Both of these signals are under the jurisdiction of ODOT. As part of the Phase A submittal, the Consultant **MUST** contact ODOT to determine any design restrictions for the improvement of these signals and to determine what, if any, of the existing materials can be used in the proposed signal installations.
- 5) The project will also include the installation of lighting on both sides of Montgomery Road. On the north side of the road, the single, high mounted highway light is to be used. On the south side, the two light is to be used, one high mounted highway light and one low mounted pedestrian light. The poles and lights to be used in each case are to match those used on Montgomery Road from Kenwood Road to I-71. The Consultant is to determine the proper spacing for the lights based upon standard highway lighting criteria.
- 6) Sycamore Township has hired the firm of URS Corporation to design improvements to Hosbrook Road from Montgomery Road to the south and to design the proposed Township access road that is to be located to the south of the parking garage area. The Consultant **MUST** coordinate the plans for the relocation of the utilities with the plans being developed by URS Corporation.
- 7) The Consultant shall note that the east half of Hosbrook Road is in the City of Madeira. If the proposed project involves **ANY** work on the east half of Hosbrook Road including the relocation of individual service laterals, the Consultant **MUST** submit the plans to the City of Madeira and/or the designated agent for review and approval prior to submitting the final plans to the County. A copy of the City's approval letter **MUST** be submitted with the final plan submission.