

**HAMILTON COUNTY ENGINEER'S**

**SCOPE OF SERVICE**

**1. PROJECT IDENTIFICATION:**

Road Name: North Bend Road Traffic/Safety Study Road No: 142  
Project No. 501118  
PID No. 91537

**2. PROJECT INFORMATION:**

See additional information.

**3. AGREEMENT BETWEEN CONSULTANT AND:**

State \_\_\_\_\_ County X Township \_\_\_\_\_  
City \_\_\_\_\_ Other \_\_\_\_\_

**4. METHOD OF FINANCING:**

County Engineer's Association of Ohio (CEAO), Hamilton County and Green Township funds

**ADDITIONAL PARTIES INVOLVED IN PROJECT:**

CEAO, Hamilton County and Green Township

**5. TRAFFIC DATA:**

State \_\_\_\_\_ County X Consultant X

Remarks: The local agencies will supply information on existing counts if this information is currently on file. As may be necessary, the Consultant is to verify this information and obtain other data that may be necessary for the completion of the study. The Consultant is to obtain the counts for any turning movements at the major intersections or at major driveways.

The Consultant is to review the existing land use of the abutting properties and the proposed land use and/or zoning for the abutting properties to determine if the properties will be potential sites for future major developments and/or changes in use. The Consultant will perform trip generation and trip distribution analyses for the am and the pm peak hours for the sites identified.

The Consultant is to utilize the above information to determine the projected traffic for use in the study.

**6. PRIOR STUDIES:**

North Bend Road/Cheviot Road Corridor Study completed by Parsons Brinckerhoff in August, 2003.

7. The study **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 final study report.
8. Ten (10) copies of the report in a bound form and one (1) copy of the report in an unbound form shall be furnished to the Engineer. The report shall include all the necessary displays, maps, exhibits, supporting data, recommendations, priorities, etc.

A computer disk or disks containing all the study information in an electronic form shall 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.

**9. 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 707, 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 general liability and automobile 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. ISO commercial general liability form CG 00 01 12 07 (occurrence form);
  2. Products and completed operations coverage maintained for at least 3 years beyond completion of Agreement;
  3. Blanket contractual liability (included in 2007 ISO form or its equivalent subject to the policy terms, conditions and exclusions);
  4. Broad form property damage (included in 2007 ISO form or its equivalent subject to the policy terms, conditions and exclusions);
  5. Severability of interest (included in 2007 ISO form or its equivalent subject to the policy terms, conditions and exclusions);
  6. Underground explosion and collapse coverage (included in 2007 ISO form or its equivalent subject to the policy terms, conditions and exclusions);
  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 per occurrence 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.

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

## ADDITIONAL INFORMATION SHEET

### NORTH BEND ROAD TRAFFIC/SAFETY STUDY

501118

PID 91537

- 1) The limits for the study shall be from **Westwood Northern Boulevard** to **Kleeman Road**.
- 2) The County Engineer shall provide to the Consultant any information available to the County Engineer, including the following:
  - the latest CAGIS information on both a colored printout and on disk;
  - the latest existing traffic counts;
  - the accident reports;
  - a copy of the Corridor study.
- 3) Per the CEAO "Safety Study Request Form" attached hereto, the study will include, but not be limited to, the following:
  - reviewing OH-1 reports
  - identifying existing conditions with condition diagrams, roadway features, physical conditions and intersection configuration
  - collecting Average Daily Traffic (ADT) including manual turning movement counts
  - determining signal warrants
  - optimizing signal timing
  - completing crash analysis with collision diagrams for 2007-2009
  - conducting capacity analysis
  - evaluating geometrics at signalized intersections
  - utilizing GIS information to review roadway features regarding recommendations, i.e. vertical alignment, horizontal alignment, right-of-way, etc.
  - calculating the rate of return for suggested improvements
  - taking photos at distances of 200', 600' and 1000' from the intersections and cross corner sight distance
  - making comprehensive conclusions and preparing a list of recommended improvements
  - preparing a final report
- 4) Upon completion of the study, the Consultant will submit the report per the Traffic Engineering Manual guidelines including the above information; an executive summary including statement of purpose; background; possible causes; and recommended short, medium and long term countermeasures; and the associated cost of such improvements.