

**HAMILTON COUNTY STORM WATER DISTRICT'S
SCOPE OF SERVICE**

1. PROJECT IDENTIFICATION:

Project Name: STORM WATER SERVICES AS NEEDED CONSULTANT
ASSISTANCE

Project No. 501870

2. PROJECT INFORMATION:

See Additional Information Sheet

3. AGREEMENT BETWEEN CONSULTANT AND:

Hamilton County

ADDITIONAL PARTIES INVOLVED IN PROJECT:

4. METHOD OF FINANCING:

Storm Water District Funds

5. METHOD OF PAYMENT:

The Engineering Agreement will be an **HOURLY RATE WITH A DO NOT EXCEED AMOUNT.**

6. 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.

Should any of the policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. The Consultant shall provide notice to the County's representatives named below at any time Consultant becomes aware of any cancellation or material change in the above insurance policies.

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.

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.

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** 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 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

STORM WATER DISTRICT AS NEEDED CONSULTANT ASSISTANCE

501870

The project work may include, but is not limited to the following:

Assist the Storm Water District in the preparation of the yearly billing file development and updates required by the Hamilton County Auditor's Office for collection of the service fee via the property tax bills. This assistance will include preparation of a system used to update the, billing file with impervious area data from new development and redevelopment, which may involve inclusion of the latest aerial photography taken by Hamilton County.

Assist the Storm Water District with the preparation of annual budgets.

Assist the Storm Water District with the solicitation of the Level of Service Selections from each co-permittee on a yearly basis in conjunction with the preparation of the annual billing file and yearly budget preparation.

Assist the Storm Water District with the development of and or maintenance of a document management system and database management system used for tracking District activities, memorializing documentation, and creating systematic reporting initiatives for District use with a diverse target audience of citizens, jurisdictions, regulators, and administrators.

Upon authorization of the Hamilton County Board of County Commissioners, assist the Storm Water District with the preparation of the required documents to revise the scope of the District to include Storm Water Quantity, including but not limited to the preparation of a revised cost allocation plan for District service fee to include storm water quantity concerns, and the preparation of a revised General Plan of Drainage.

Support the Storm Water District regarding the renewal of the Ohio EPA NPDES Phase II permit, including, but not limited to the preparation of a Notice of Intent (NOI), a revised Implementation Matrix, and the preparation of an annually updated Storm Water Management Plan.

Assist the Storm Water District with tasks associated with regulatory audit preparation from Federal or State EPA regulators and assist the Support Staff with tasks associated with conducting a self-audit in preparation for Federal and or State EPA regulators.

Assist the Storm Water District with the development and update of standards as required by the Federal and State EPA associated with best management practices of the minimum control measures of the NPDES Phase II storm water permit.

Assist the Support Staff of the Storm Water District in updating the proposed ordinances/resolutions for enactment of the rules and regulations of the Storm Water District as may be necessary from time to time in response to the permit requirements.

Assist the Storm Water District in contacting and scheduling meetings with the member jurisdictions and other interested parties, i.e. development community, home builders, etc., to discuss the proposed changes to rules and regulations that may be required by the NPDES Phase II storm water permit modifications.

Attend the meeting(s) with the member jurisdictions to discuss the progress of permit compliance within the member jurisdiction and to discuss ordinances/resolutions and to assist, as necessary, the jurisdiction in the enactment of the ordinances/resolutions.

Assist the Storm Water District in contacting and scheduling meetings with the member jurisdictions to discuss/collect/review storm sewer mapping/location information with respect to modeling.

Attend the meeting(s) with the member jurisdictions to discuss/collect/review storm sewer mapping/location information with respect to modeling and assist the District in coordinating the obtained information.

Assist the Support Staff of the Storm Water District in developing the proposed programs, manuals, plans and training material that are scheduled for implementation under the Storm Water District's Storm Water Management Plan.

Assist the District Staff with the preparation of the annual reports to the EPA for the District and potentially each of its co-permittees.

Assist the Storm Water District by performing public education training as directed by the District to specific groups including, but not limited to the development and engineering communities.

Assist the Storm Water District as directed with modification of the District website to allow for the submittal of compliance data and reporting requirements from member jurisdiction co-permittees.

Assist the Support Staff in implementing the various programs of the District, i.e. the establishment of the storm water hotline and tracking system.

Assist the District and the Support Staff in the preparation and development of materials required for implementation of the required tasks, i.e. training materials and programs, informational brochures, etc.

Assist the Storm Water District through regulation enactment support by facilitating enforcement and or compliance activities under District supervision.

Assist the Storm Water District with tasks associated with providing Illicit Discharge investigation and or remediation services, including but not limited to prioritizing the potential illicit discharge(s) for remediation.

Assist the Storm Water District with regulatory coordination / negotiations with permitting agencies.

Assist the Storm Water District with investigating and obtaining all potential funding sources including Federal and State Funding for NPDES Phase II compliance activities.

Assist the Storm Water District by preparing, updating, and maintaining a Post-Construction Manual for developers, engineers, and reviewers which will incorporate local conditions.

Assist the Storm Water District by developing a monitoring program to establish a baseline of stream condition utilizing the collective resources of existing stream monitoring groups and or resources, and provide analysis of the data collected.

Assist the Storm Water District by conducting construction site activity inspection and investigation assistance under District supervision.

Assist the Storm Water District with the coordination of the Wet Weather Improvement Plan / MSDGC consent decree issues.

Perform other duties and tasks that may be required to facilitate the District's activities.

During the project term, the Consultant will be required to attend the periodic meetings of the Storm Water Support Staff, the Storm Water Oversight Board, and the Storm Water Steering Committee. The Consultant may be required to provide updates and/or other presentations at these meetings.