

HAMILTON COUNTY ENGINEER'S

SCOPE OF SERVICE

1. PROJECT IDENTIFICATION:

Road Name: Blue Rock Road and Cheviot Road (North intersection) Road No: 71 & 73
Environmental work
Project No. 500510

2. PROJECT INFORMATION:

All environmental work required by the ODOT LPA Scope of Service for the realignment of Blue Rock Road at the north intersection of Cheviot Road. The ODOT LPA Scope of Service form is attached to this Scope of Service and is made a part hereof.

3. AGREEMENT BETWEEN CONSULTANT AND:

Hamilton County

ADDITIONAL PARTIES INVOLVED IN PROJECT:

None

4. METHOD OF FINANCING:

Engineering: Hamilton County road and bridge funds
Construction: ODOT/OKLSTP funds and Hamilton County road and bridge funds.

5. WORK PHASES INCLUDED IN AGREEMENT:

All environmental work required by the ODOT LPA Scope of Service for the realignment of Blue Rock Road at the north intersection of Cheviot Road.

6. GEOTECHNICAL/SUBSURFACE INVESTIGATION:

State _____ County X Consultant _____
Other _____

Some geotechnical work has already been completed. 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 project is obtained.

7. **PUBLIC HEARINGS/INFORMATIONAL MEETINGS:**

As needed by ODOT LPA Scope of Service.

Consultant's Responsibility: Prepare the necessary exhibits, attend the meeting(s) and record keeping as required.

8. The Agreement will be a **LUMP SUM AGREEMENT**.

9. The project will include all office and field work necessary to complete the environmental work as specified in the ODOT LPA Scope of Service.

10. The necessary copies of the report in a bound form shall be furnished to the Engineer. The report shall include all the necessary displays, maps, exhibits, supporting data, recommendations, priorities, etc.

Also one (1) copy of the report in an unbound form and a computer disk or disks containing all the 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.

11. 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 himself; his employees and/or his agents; the employees and/or agents of any and all sub-consultants; and the County from any and all liability claims that may arise from operations carried out in the performance of this contract.

During the term of this contract 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 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 this 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 Agreements 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 this contract.

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 this Agreement.

Additional Insured:

The policy or policies shall endorse "The Hamilton County Board of County Commissioners, the Hamilton County Engineer and Hamilton County employees, officials and volunteers" as additional insured.

Where the Scope indicates that additional parties will be involved in the PROJECT, i.e. a Township or a City, 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 the Consultant or the sub-consultants shall furnish separate policies, meeting all the requirements herein, to the Engineer for 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 work 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.

Subletting/Subcontracting:

If the Consultant sublets/subcontracts any portion of the work to be performed under the Agreement, the Consultant shall be responsible for guaranteeing that the portion of the work that is subcontracted 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 Consultant's 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, the Consultant's consultant or professional subcontractor has any self-insured retention or deductible under any of the following minimum required coverage, the Consultant, Consultant's consultant or professional subcontractor 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, the sub-consultant's or the subcontractor'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, agents and volunteers, 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 independent contractors, in the performance of the work 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, agents and volunteers 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. a Township or a City, 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 engineers, officers, employees, agents and volunteers, 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 independent contractors, in the performance of the work 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 engineers, officers, employees, agents and volunteers 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

BLUE ROCK ROAD AND CHEVIOT ROAD – NORTH INTERSECTION

ENVIRONMENTAL WORK

500510

- 1) The Consultant **MUST** be pre-qualified by ODOT to undertake the design work involved in the project.
- 2) The Consultant will be required to complete all the environmental work required for the project as noted in the attached ODOT “LPA Scope of Services Form”.
- 3) All work and the submittal of all information for review must be in strict accordance with the ODOT requirements/regulations.
- 4) The source of funds for the construction of the improvements is the State of Ohio. At this time, it is anticipated that this project will be a local-let.
- 5) As necessary, the Consultant shall work with the geotechnical firm to ensure that the data that is necessary for the environmental work is obtained.
- 6) The Consultant shall note that the schedule for the project that is included in the ODOT “LPA Scope of Services Form”. **ALL** work **MUST** be completed in accordance with this schedule.

LPA SCOPE OF SERVICES FORM

A. Project Identification

County:	Hamilton	Route:	CR71/CR73 (Blue Rock Rd./Cheviot Rd.)	Section:	1.28/1.44
Project Sponsor/Maintenance Responsibility:		HCEO			
Local Let:	X	ODOT Let:			
Scope Field Review:	08/04/10	Scope Meeting:	08/04/10		
Highway Functional Classification:		Minor Arterial and Collector			
PID:	88788				
Fiscal Year:	2012 R/W; 2014 Construction (OKI)	Proposed Sale Date:	10/30/13		

B. Design Standard

ODOT; AASHTO

C. Project Description

Transportation Issue to be Corrected:	Realignment of Blue Rock Road at north intersection with Cheviot Road; addition of left turn lanes on Cheviot Road at intersection; pavement rehabilitation of Cheviot Road (from Galbraith to Blue Rock north) and Blue Rock (from Hanley to Blue Rock south); new signal at new intersection and rework signal at south intersection; curb repair; reconfigure lanes at south intersection with Blue Rock
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Prior Studies/Plan: (identify)	Corridor Study by Parsons Brinckerhoff; Geotechnical Study required
Estimated Project Length: (begin pavement to end pavement including bridge)	0.71 mile
Work Length: (including project length & approach work)	0.81 mile

Alignment:	Existing	X-at south intersection	Relocated	X-at north intersection
Profile:	Existing	X	New	X-for relocation
Logical Termini: (w/explanation)	South intersection with Blue Rock Road to Galbraith Road; Cheviot Road – north intersection to Galbraith Road			

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D. Typical Sections

Existing: varies

Width:	Pavement		Graded Shoulder		Treated Shoulder	
R/W:						
Bridge:	face to face of rails			or toe to toe of parapets		
Curbs:	Yes		No			
Curb Ramps:	Yes		No			
Sidewalks:	Yes		No	Comment:		
Guardrail:	Yes		No	Type:		

Proposed: varies

Width:	Pavement		Graded Shoulder		Treated Shoulder	
Bridge:	face to face of rails			or toe to toe of parapets		
Median:	Yes		No	Type:		
Curbs:	Yes		No	Type:		
Curb Ramps:	Yes	X	No	Comment:	ADA compliant	
Sidewalks:	Yes		No	Comment:		
Guardrail:	Yes		No	Type:		

Supplemental Information

ADT:	16,710 Blue Rock; 8,490 Cheviot	Design ADT:	20,400 Blue Rock; 10,360 Cheviot
DHV:		Certified Traffic:	
T24:			
Design Speed:	35 mph	Legal Speed:	35 mph
Comments:	None		

E. Right-of-Way

Right-of-Way Plan:	Yes	X	No	
Approximate Number of Parcels:	26			
Known Relocations:	Yes		No	X

Railroad Involvement:	Yes		No		X		
Railroad Name:	N/A						
Encroachments:	N/A						
Airway Highway Clearance:	Yes		No	X	Remarks:	None	
Airport Name:	N/A						
Comments:	None						

Note: Provide a footprint of proposed and existing right of way limits as soon as available to District Environmental Coordinator and District Real Estate Administrator.

Caution: Environmental needs to be clear prior to the beginning of right of way acquisition. ~~A Local, utilizing their own monies, assumes many risks by proceeding with~~ acquisition prior to environmental being cleared. These risks include purchasing r/w that may never be used for the project and purchasing a site that contains the need for a hazardous waste cleanup.

F. Utilities

Aerial:

Phone:	Yes	X	No		Name of Company:	Cincinnati Bell	
Cablevision:	Yes	X	No		Name of Company:	Time Warner	
Power:	Yes	X	No		Name of Company:	Duke Energy	

Buried:

Phone:	Yes		No		Name of Company:			
Cablevision:	Yes		No		Name of Company:			
Power:	Yes		No		Name of Company:			
Gas:	Yes	X	No		Name of Company:	Duke Energy		
Pipelines:	Yes		No		Name of Company:			
Water:	Yes	X	No		Private		Public	X - GCWW
Sanitary Sewer:	Yes	X	No		Private		Public	X
Storm Sewer:	Yes	X	No		Private		Public	X
Other:	N/A							
Comments:	Plans will be sent to utility companies after Establishment Hearing							

G. Structure Requirements

Existing Structure Information:

Structure Type:	N/A				
Sufficiency Rating:		General Appraisal:		Bridge No.:	
Structure File No.:		Crossing:			
Bridge Length:					
Number of Spans:					
Eligible for the National Historical Register:	Yes		No		

Proposed Structure:

New Structure:	Yes		No		X
Rehabilitate Existing Bridge By:					
Structure Width:		Structure Type:			
Number of Spans:					
Beam Type:	Concrete Box		Steel		
Other Design Considerations/Explanation of Change in Line/Grade:					
Guardrail Type:					

H. Design Exception(s) Required

Yes		No	X	Explain:	
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I. Traffic Control

Signing:	Yes	X	No		Remarks:	
Striping:	Yes	X	No		Remarks:	
Lighting:	Yes		No	X	Remarks:	
Signals:	Yes	X	No		Remarks:	Need warrants
RPMs:	Yes	X	No		Remarks:	

J. Maintenance of Traffic

Detour:		Part-Width:	X
Remarks:	Work to be completed under traffic		

K. Driveways

Yes	X	No	Type:	Replace in kind; Residential and Commercial
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L. Project Funding

Project Cost Estimate:	\$4,930,000		
Quantity Splits Needed in Plans to Differentiate Funding Participation:	Yes		No
Comments:	None		
Coordination with Concurrent Projects Required:	Yes		No X
Comments:	None		

Cost Estimates:

	Total Federal Funds/Percent Split			Total Local Funds/Percent Split		
PE						100%
RIGHT OF WAY	\$800,000	80%		\$200,000		20%
UTILITIES						
CONSTRUCTION	\$3,144,000	80%		\$786,000		20%
CONST ENGINEERING						
TOTAL	\$4,930,000 =	\$3,944,000		+	\$986,000	

M. Environmental

Scope of the Proposed Action /Involvement with Resources:				
These are actions and/or items the District Environmental Staff deems necessary to address as part of the LPA project environmental documentation. This form is not all inclusive, and more items may be required upon initiation of agency coordination and field studies.				
	Not Required	Required	Responsibility	Due Date
Tentative CE Level <u> 2 </u>		X	HCEO	
Purpose and Need Statement		X	HCEO	
Cultural Resource Coordination Package		X	HCEO	
Cultural Resource Phase I		if authorized	HCEO	
Cultural Resource Phase II		if authorized	HCEO	
Mitigation	X			
Cultural Resource Section 4(f)		if authorized	HCEO	
Data Recover Plan-Documentation for Consultation	X			
Section 4(f)/6(f)-Park/Recreation	X			
Level 1 ESR		X	HCEO	
Ecological Survey	X			
Wetland Survey	X			
Section 9/Section 10 Stream	X			
404 NWP-Army Corps of Engineers	X			
404 PCN-Army Corps of Engineers	X			
404 Individual Permit-Army Corps of Engineers	X			
401 OEPA Certification Application	X			
Coast Guard Coordination	X			
ODNR Coastal Zone	X			
Scenic River	X			
Farmland Screening or FCIR		X	HCEO	
Public Involvement		X	HCEO	
Public Meeting/Hearing		if authorized	HCEO	
ESA-Screening		X	HCEO	
ESA Phase I/Phase II/Remediation		if authorized	HCEO	
Drinking Water Resources		X	HCEO	
Flood Plain/Flood Way		X	HCEO	

Environmental Justice		X	HCEO
Noise Study	X		
Air Quality	X		

Asbestos Inspection Required:	Yes	No	X
Comment:	None		

Any Known Environmental Concerns (example: Historic Properties on National Register, Wetlands, Underground Storage Tanks, Stream Relocation):

N. Roles/Responsibilities

Construction Plan Development:	HCEO
Proposal/Specification Development:	HCEO
LPA Agreement:	ODOT
Form and Preliminary Legislation:	N/A
Advertising and Award of Contract:	HCEO
Construction Inspection:	HCEO
R/W Plan Development:	ODOT Prequalified Consultant

R/W Acquisition/Appraisals:	ODOT Prequalified Consultant
Utility Relocation:	HCEO

O. Field Review

Date:	08/04/10
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REPRESENTATIVES PRESENT:

NAME	COMPANY	PHONE	E-MAIL
Edward Moore	ODOT-D8	513-933-6597	Edward.Moore@dot.state.oh.us
Scott Brown	ODOT-D8	513-933-6706	Scott.Brown@dot.state.oh.us
Mark Paine	OKI	513-621-6300	mpaine@oki.org
John Heilman	OKI	513-621-6300	jheilman@oki.org
Steve Mary	HCEO	513-946-8418	

Rick Hively	ODOT-D8	513-933-6600	Rick.Hively@dot.state.oh.us
Jay Hamilton	ODOT-D8	513-933-6584	Jay.Hamilton@dot.state.oh.us
Suzanne McCandlish	ODOT-D8	513-933-6186	Suzanne.Mccandlish@dot.state.oh.us
Tim Gilday	HCEO	513-946-8914	Tim.Gilday@hamilton-co.org
Doug Raters	ODOT-D8	513-933-6629	Doug.Raters@dot.state.oh.us

P. Commitment Dates

ODOT-let	Local-let	X	Reservoir
ACTIVITY		START DATE	FINISH DATE
Authorization to Proceed			08/04/10
Stage 1 Review			N/A
Stage 2 Review		10/03/11	11/03/11
Stage 3 Review		03/05/12	04/05/12
R/W Plans Approved/Not Required		10/03/11	02/01/12
Bid document & PS&E Package to District			06/20/13
R/W and Utility Clearance		02/03/12	02/04/13
Environmental Clearance		08/04/10	02/03/12
Plan Package to C. O.		08/20/13	08/30/13
Award Date		10/30/13	01/31/14

Other Due Dates of Interest:

- County to submit plans, proposal, estimate (PS&E) to the District
- County certifies R/W and utility clearance to the District
- County submits bid results to District

Schedule Explanation: Authorization to Proceed Start Date is the date that the District submits the programming package to Central Office. Finish Date for said activity is when a state job number has been

established. Start Date for Environmental Clearance is normally the same as the date the project has been programmed. Start Date for Stage 2 Review is the date of submission to the District of the preliminary R/W plans. Finished date for said activity is when comments are returned to the LPA. Start Date for R/W Plan Approved is when the District has received final R/W plans and associated documents. Finish Date for said activity is when the District has approved said plans and associated documents. Start Date for R/W and Utility Clearance is the date that the LPA is authorized to begin acquisition. Finish date for said activity is when the District certifies clearance to FHWA. The LPA should certify R/W and Utility Clearance to the District one month before the R/W and Utility Clearance Finish Date. Start Date for Plan Package to C. O. is the date that the PS&E package leaves the District and the finish date is the day it is logged in at Central Office. One should allow forty-five days from Plan Package to C.O. for PS&E approval and project advertising before the Sale Date. Advertising needs to be three weeks minimum and cannot start until PS&E approval is obtained. Start date for the Award Date is the Sale Date of the project. And the Finish Date for the Award Date is the date the project was awarded. Summary of bid tabs and the identity of the awarded contractor shall be submitted to ODOT no later than one week after the award.

Project Schedule Approval:

Environmental Coordinator:		Real Estate Admin.:	
Program Manager:		Project Manager:	
Production Administrator:			