



GREEN TOWNSHIP Infrastructure Improvement Project Scope of Service

RIGHT of WAY APPRAISALS and ACQUISITION NEGOTIATION

1. PROJECT IDENTIFICATION:

Road Name: 5-Points Intersection / Taylor Road Relocation
Project No. ODOT # HAM-264-6.90
PID 88790

2. PROJECT INFORMATION:

The project involves improving the intersection of Bridgetown, Ebenezer and Taylor Roads from an existing five-leg intersection to a conventional four-leg intersection. Improvements include the addition of turn lanes, as well as the relocation of Taylor Road to intersect with Bridgetown Road approximately 800' SW of the existing intersection. Roadway improvements include storm sewers, curb and gutter and sidewalks. Traffic improvements include, signal reconfiguration at 4-leg intersection and a new signal at the Taylor/Bridgetown intersection, pavement markings and signage.

3. AGREEMENT BETWEEN CONSULTANT AND:

Green Township

4. ADDITIONAL PARTIES INVOLVED IN PROJECT:

Hamilton County Engineer and the Ohio Department of Transportation (ODOT) as the Region

5. METHOD OF FINANCING:

Funds for the Consultant's fees will include a combination of Green Township and State of Ohio funds through OKI.

6. WORK INCLUDED IN AGREEMENT:

Property Appraisal, Acquisition, Relocation, Negotiation, Title and Closing

7. DESIGN OF IMPROVEMENTS:

The construction plans and right-of-way plans and descriptions were prepared by JMA Associates & reviewed and approved by ODOT and the Hamilton County Engineer.

8. The Agreement:

The agreement will be negotiated by discipline.

DEFINITIONS and CONSULTANT RESPONSIBILITIES (SCOPE OF WORK):

General: The Consultant(s) shall be responsible for all appraisal, negotiation and acquisition, title work and/or reports, relocation review and relocation, and closings, associated with the project, including but not limited to, permanent right of way and/or public utility easements and/or temporary construction easements as required and directed. All work under the agreement shall conform to the applicable provisions of the ODOT Right-of-Way appraisal and acquisition policies and practices and as follows:

Review of Legal Descriptions with the R/W Plan: The Acquisition Consultant is responsible for reviewing the legal descriptions against the most recent right-of-way plan to see that the description of the area to be acquired matches what is shown in the plan. This review shall be documented by having the Consultant's representative initial and date the original and all copies of the legal descriptions. Any discrepancies between the plans and legal descriptions shall be brought to the attention of the Township in writing.

Compilation of Forms RE-95 & RE-56: Property Inventory Classification forms (RE-95) and Grant and Disclaimer forms (RE-56) must identify parties with ownership of Real Estate and personal property to be acquired. The Consultants shall complete and obtain owner and tenant signatures on RE95 & RE-56 documents prior to completion of the appraisals. Any exceptions shall have prior approval of the Regional Project Manager.

Pre-Acquisition Survey: The Consultant shall review of a pre-acquisition survey (by others) and be responsible for the, any report, and all RE-95 forms with photos of all real property structures attached on a separate sheet of paper. The Consultant shall complete the RE-56, Consent, Grant and Disclaimer, at the same time the RE-95 is prepared, if appropriate. Notes and RE-110 shall be prepared in conjunction with the pre-acquisition survey.

R/W Cost Estimate: The Consultant shall prepare all estimated costs of property payments and Relocation Assistance Program (RAP) payments after a contract has been executed. This estimate will be utilized by the District to establish a proper right-of-way cost encumbrance amount and shall be completed thirty (30) days before completion of the first appraisal.

10a C-1 Cost Estimate: This form shall be completed as early as stage 4 in the PDP process and will be updated throughout the process. At stage 4, Districts must supply the Region or the Consultant with a tax map that has an overlay of the proposed project limits. Subject estimates will address scope and cost. On new alignments, best-cost estimates will arrive between steps 6 & 7 of the PDP process once the preferred alignment has been selected.

Legal Descriptions: The Township will make every effort to provide pre-approved legal descriptions to the Consultant with notification to the Region.

Preparation of Legal Instruments: The Consultant shall be responsible for preparing all instruments and forms necessary for the acquisition of the parcel, including deeds, easements, contracts, letters, agreements and all other forms required for the submission of the billing package as defined by the ODOT Real Estate Policies and Procedures Manual and the attached exhibits. These are the items that are required for the preparation of the legal instrument:

- Current owner(s) name and marital status
- Auditor's parcel number - listing all parcels in the area to be acquired.
 - Warranty Deed " to be deleted from"
 - Temporary Agreements and Easements such as Channel, Slope, Sewer - "located in"
 - Standard Highway Easement - areas broken down by auditor's parcel number. i.e. "deducted from the value of"
- Volume and page of the instrument through which the grantor claims title
- Surveyor statement and number
- Agreed compensation amount

With Warranty Deed (WD) takes, the right of ingress and egress statement will need to be added. With Warranty Deed having a Limitation of Access (WL) takes, the release of all access rights statement will need to be added.

Preparation of Title Work and Property Appraisals in accordance with the following;

Title Work: The Consultant, under the direction and to the satisfaction of the Department of Transportation, State of Ohio, shall search the public records concerning the titles to the highway parcels of such real estate in a form acceptable to the State and shall comply with the ODOT policy and procedures as set forth in the Office of Real Estate's Policy and Procedures Manual. All notes and reports are to be typewritten by the Consultant. The Consultant shall submit a written report as to each parcel by the agreed upon due date. Such report shall be performed sufficiently to satisfy the State and all matters presently affecting the title shall be found. In addition, each report shall include, to the extent that such information can be ascertained from a search of the public records relating to the title of said real estate, the following factual information:

- The name, address, telephone number and marital status of all record holders or holders of title, including partnerships. The marital status of each owner in the chain shall be included.
- The recorded deed description of the land or parcels of land which make up an owner's property which are used as a unit with the land taken for highway purposes, together with the recording reference and dates thereof, and any transfers for the period of time established at the task scoping meeting.
- The names and address of the owners of any encumbrances upon, or interest in, the real estate, such as mortgages, land contracts, leases, easements, rights of way, mineral rights or reservations, etc.
- Unsatisfied executions and living judgments, foreign or domestic, or pending suits of record in the courts of record, or on file in the Sheriff's Office or the Clerk of Courts Office of said county, which may affect said title to the real estate under examination.
- Any other tax liens, mechanic liens, recognizance, Division of Aid for Aged Liens, or any other infirmity, encumbrance, lien, or cloud on title disclosed by the public records of said county, including all tax assessing agencies within the county or district.
- The tax description, Auditor's parcel number, and current tax valuation, including statement of taxes, assessment liens, penalties, and interest which have not been paid and are a lien.

The Consultant understands that the term "parcel" or "parcel of land" as used herein means that unit of land as delineated and numbered on the right-of-way plans and all contiguous lands, record title to which is in the same person or persons, the whole or any part or parts of which, or any right or rights, interest or interests therein are acquired or to be acquired for highway purposes without regard to the parcel suffix(s), number of descriptions, or County Auditor tax parcels that may be involved.

If possible, a sketch shall be provided to the Consultant showing the parcel and each tract, where more than one contiguous tract of land is involved. The Consultant shall furnish the Department title reports in the form of a Certificate, or Opinion of Title, for each parcel examined.

The Consultant shall review the title reports and chains against the right of way plans. Any discrepancies between the title and the plans shall be brought to the Region's attention in writing.

Upon completion of the title reports, the Consultant shall provide the Region with three (3) copies. Copying/Reproduction cost shall be included in the overall cost for the Title Report. However, reproduction fees charged by a county will be reimbursed upon submittal of receipts.

Mini-Title: Means a county record search to a warranty deed (or equivalent property right transfer), of a minimum of 5 years history of the property to be acquired or to the last owner of record in cases where there were no transfers in the last 5 years.

Full Title: Means a county record search to a warranty deed (or equivalent property right transfer), of a minimum of 42 years history of the property to be acquired or to the last owner of record, in cases where there were no transfers in the last 42 years.

Title Update: Means to review county records and note any recent activity affecting the property to be acquired since the original date of the title search. The Consultant will prepare updates for appropriation cases, and immediately before closings. Updates for appropriation parcels shall be performed no more than seven (7) days prior to submission of an acceptable billing package.

Appraisal: Means establishing the current fair market value of the property, utilizing whatever format and approach is appropriate to arrive at an opinion of value for the parcel to be acquired. The Consultant shall be responsible for all appraisal activities. All valuation activities shall be done in accordance with Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act, USPAP and ODOT Real Estate Manual Section 4000 et. seq. The appraisal format to be used for each parcel shall be in accordance with the schedule of appraisal format included as Attachment "C". The Consultant shall also be responsible for the preparation of all "Red Books," additional (second) appraisals and appraisal revisions, when they are necessary. The Consultant shall be paid additional compensation per parcel for each "Red Book," additional (second) appraisal or appraisal revision.

Scoping Letter for Appraisal: A scoping Letter for Appraisal document shall be included as part of the Appraiser's contract with the prime consultant. If the prime consultant uses staff appraisers, then staff appraisers shall strictly adhere to the following scoping letter as well as all applicable ODOT requirements. All appraisals shall strictly adhere to the scoping letter as well as all applicable ODOT standards throughout the life of the agreement. All appraisals shall comply with the Uniform Act, appropriate State Law (Ohio) and ODOT policy and procedures. The appraiser is to understand that whole takings of single-family residences are best reported using ODOT Residential R/W Appraisal Report format that incorporates the URAR report format commonly used in the mortgage industry. The ODOT Summary R/W Appraisal Report format should typically be used on complex takings when loss in value to the residue is a possibility or the award is anticipated to be substantial (over \$20,000). If structures/improvements are remote from the take and such structures/improvements are not thought to suffer damages, then the ODOT Limited Summary R/W Appraisal Report format is to be used. The Complete Self Contained R/W Appraisal Report format is typically reserved for complex takings. All Complete Self Contained R/W Appraisal reports shall be compliant with USPAP as well as ODOT policy and procedures.

Appraisal Notification: The appraiser shall contact ODOT to resolve any appraisal issues prior to delivering any appraisal report to the Department of Green Township.

Additional/Review (second) Appraisals: The consultant shall provide review appraisals in conformance with ODOT policies and practices.

Appraisal Revisions are defined as changes made to previously prepared appraisals to reflect a change in the facts of a parcel (plan changes or incorrect deed descriptions, etc.). The Consultant shall be responsible for providing 4 original copies of each appraisal document.

All parties acknowledge that time is of the essence and that appraisals are to be delivered to the designated ODOT Office by close of business on the due date specified in this contract. If the appraisal reports are not delivered by close of business on the due date, the original fees of the appraisal(s) not delivered will be reduced by 2%. Thereafter, the original fees of the appraisal(s) not delivered will be reduced by 1% per day from their original amount until the appraisal is delivered and officially date stamped by ODOT.

All parties acknowledge that this penalty will not be applied if the reason for the delay is caused by the actions or request of ODOT. Actions or requests of ODOT that will cause delay may include plan changes, changes in valuation format that would increase the work for the appraiser, or in any other similar situation that changes the scope of work for the appraiser. ODOT will document all such actions or requests in writing. An appraiser may also request an extension of the due date. This request must be in writing. Approval of all extensions is within the sole discretion of ODOT and such approval or denial must be in writing. The written terms and conditions of approval for due date extensions must be clearly detailed and initialed by all parties.

Appraisal Update: All Appraisal Updates and Redbooks shall also be the responsibility of the Consultant on an “if authorized” payment basis. Specifically, “an update” is requested of the fee appraiser when sufficient time has elapsed since the date of the last FMVE to warrant a review of the market to determine if any increase or decrease in market value has occurred. The Consultant shall be responsible for providing four original copies of the update. All formats are expected to be in compliance with ODOT Policy and Procedure Manual.

Appraisal Upgrades: A change in format from the appraisal’s original format to a more complex format as determined by project need. These upgrades in report type may only be made with the written permission of the Department.

Appraisal Review: The mandatory review of the valuation or appraisal prepared for each parcel to be acquired. All Appraisal Review work will be in conformance with the requirements of the ODOT Office of Real Estate Policies and Procedures Manual.

Acquisition (Negotiations): Means all work necessary to negotiate with all affected landowners having an interest in the property to be acquired, with a minimum of three (3) visits per land owner interest as required, without ODOT involvement. If conditions merit, a fourth visit, with ODOT involvement may be necessary. The Consultant shall be responsible for all acquisition activities. All acquisition activities shall be done in accordance with Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act), Section 163 of the Ohio Revised Code and Sections 5100-5700 of the ODOT Real Estate Manual.

In addition:

- All negotiator notes and reports shall be typewritten.
- The Consultant shall give a copy of the offer letter, plan summary letter and approved appraisal or the Value Analysis, to the property owner(s) when making the initial offer to the owner(s).
- During the initial meeting with the owner(s), the Consultant shall:
 - Reference the date of the meeting on the Negotiation Report (RE-60);
 - Present the brochure “When ODOT Needs Your Property”;
 - Verify the accuracy of the Title Report, especially ownership issues;
 - Explain the right of way and construction plans to the owner(s);
 - Explain the appraisal process;
 - Explain the offer of the Fair Market Value Estimate (FMVE);
 - Explain the property owner’s appropriation rights;
 - Explain real property tax procedures;
 - If appropriate, explain structure retention.
- Document the owner’s questions, issues and concerns.
- If appropriate, provide these negotiation services jointly with the relocation offer;

- The Consultant acknowledges that the minimum documentation needed for negotiations and the order of appearance in the file shall be as shown on Attachment “A”, titled “Documents Needed for Acquisition Billing Packages”.
- If there is a “Hold-Back” Check, the Consultant shall indicate that information in the appropriate space provided on the Acquisition Review Sheet so that the Region will know to request a separate warrant.
- The Consultant must ensure that the signed instruments are signed exactly as the names appear on the instrument and that the forms are properly notarized.
- The Consultant shall obtain a signed IRS form W-9 from each property owner listed on the most recent title report. No letters of assignments shall be used.
- The Consultant shall prepare retention values for structures or any other items (unless otherwise directed by the Region) following the guidelines described in the Real Estate Policies and Procedures Manual. When prepared by the Consultant, retention values shall be submitted to the Region for approval prior to presenting to property owners.

Relocation Coordination: Provide complete relocation assistance for all eligible displaces. All relocation activities shall be the responsibility of the Consultant. The Consultant acknowledges that all relocation activities shall be done in accordance with Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act), Section 163 of the Revised Code and Section 6100, 6200, 6300, 6400, 6500 and 6600 of the ODOT Real Estate Manual.

Based on the type of relocation to be performed, the Consultant shall be responsible for all or part of the following:

- Performing the Pre-Acquisition Survey and completing all RE-95's, if necessary;
- Determining the Relocation Assistance Additives which include Replacement Housing Additive and Rent Supplement Additive;
- Determining the Normal Home Site Valuation, if necessary;
- Determining the economic rent, if necessary;
- Determining the Increased Mortgage Interest Reimbursement, when necessary;
- Determining all necessary Incidental Expenses to be reimbursed;
- Preparing Inventories;
- Calculating appropriate moving costs;
- Verifying moves;
- Performing Decent, Safe and Sanitary inspections;
- Determining all appropriate move costs for businesses, non-profit organizations, farms and personal property moves;
- Determining eligibility for Fixed Payments in lieu of actual cost move;
- Securing all necessary support documentation and preparing all necessary claim forms;
- Preparing responses to appeals when necessary.

The Consultant will submit all replacement Housing Determinations to the Agency for approval before an offer is made to the displacee. The Agency will provide approval or rejection of determinations as soon as possible. The Consultant shall submit all claim forms and supporting documentation to the Agency for approval before any claim form is presented to the displacee. On parcels involving rent supplemental payments, the Consultant shall be responsible for the first payment and subsequent payments that normally occur before the project is certified. Rent supplement payments that occur after the Consultant certifies the project will be the responsibility of the Region.

All notes and reports are to be typewritten by the Consultant.

Relocation Reviews: Means review of relocation activities for compliance with Uniform Act and ODOT Policy. This review work occurs on each activity before the particular activity is completed.

Relocation Appeals: The Consultant shall submit any relocation appeals directly to Central Office Real Estate with a copy to the Region. All appeals shall be in writing and include all supporting documentation and a brief summary of the parcel(s) current status. The Consultant shall provide a recommendation on the appeal.

Appropriation Coordination: The Township and or Hamilton County Engineer will be the primary contact for all appropriation coordination activities. The Region will also act as the primary contact for the Consultant on issues relative to the AAG's Office. When a parcel is submitted to the Region for appropriation, the Consultant will forward the entire parcel file with the billing package. Upon receipt of the appropriation billing package from the Consultant, the Region will forward the appropriation package and warrant to the AAG for filing. The Consultant will prepare the title updates for appropriation cases. Updates for appropriation parcels shall be performed no more than seven (7) days prior to submission of an acceptable billing package. Updates shall include copies of all liens leases easements etc. The Region will be responsible for tracking the timely filing of an appropriation parcel by the AAG to ensure clearance dates are met. The Consultant shall submit all appropriation packages no later than the date set by the Project Manager. Upon request, Green Township, HCE and/or the Region will advise the AAG as to whether or not a proposed settlement is reasonable.

The Consultant will prepare all Red Books upon request by the Region. The Consultant will also remain available for consultation to the AAG and, if authorized, the Consultant will provide court testimony. The Region will file the proper documentation upon receipt of a final court entry.

Billing Packages: The Consultant must submit an original and one copy of complete billing packages (signed parcels, appropriations, or Relocation Assistance payments) to the Region for review and processing. Billing package contents shall be as specified in Attachment "A" and "B." All billing requests will be reviewed and warrants requested/processed by appropriate Region personnel. In the case of signed parcels, the warrant will be mailed to the Consultant for further processing (closing, etc.). In the case of appropriations, the warrant will be sent to the AAG's office to be placed on deposit with the Court. The Consultant shall utilize approved ODOT forms when performing all right of way functions contained in this scope.

Closing: All closing activities are the responsibility of the Consultant. Closing activities include but are not limited to:

- Prepare the RE-57 and submit it to the county auditor's office for determination of pro-rated taxes and unpaid assessments.
- Prepare mortgage and lien releases; secure these releases on encumbered property from the property owners or the mortgage/lien holders, as early in the process as possible. Mortgage releases will not be required on parcels with an FMVE of \$1,500 or less. Upon approval of the Region, mortgage releases may be waived on parcels where the appraised "After Value" of the residue is substantially greater than principle amount of the mortgage.
- Conduct closings, disbursing and collecting monies as required and assist the property owner in the execution of required instruments and forms.
- Secure the necessary approvals from required local agencies to permit the transfer of ownership property rights in the county auditor's office. Record the instruments and releases with the county recorder's office. Maintain a log of the volume and page numbers of the recording data of the instruments. Said log is to be submitted at the close of the project.

- Deposit the pro-rated taxes with the required county office and obtain a receipt. Submit the completed tax exemption forms RE-30 or RE-31 to the county offices. The Consultant shall submit a copy to the Region bearing the receipt stamp of the appropriate county office. RE-30s shall be prepared showing multiple parcels acquired on the project for the calendar year. Separate RE-30s should not be prepared for each parcel.
- Monitor the property owner for compliance with performance withholding requirements on non-structure parcels involving retention of signs, etc; and pay owner and secure receipt upon property owner's compliance with requirements.
- Title updates required for closing are part of the closing. They will not be considered a separate pay item.
- After the completion of the closing process the consultant shall prepare a packet for each right of way parcel and deliver it to the Region. This packet shall contain, as applicable, the following items:
 - All correspondence relative to the closing of the parcel including, but not limited to, the property owner and the mortgage/lien holders.
 - A copy of the recorded instruments and releases.
 - A copy of the signed Closing and Settlement Statement (RE-44/44-1).
 - Warrant receipts for warrant payments and receipt for taxes/assessments.
 - The affidavit by seller (RE-45).
 - A title update or copy of the original title with original certification that no changes have occurred in the property title dated immediately before the closing of the right of way parcel.
 - The completed auditor's estimate of prorated taxes and assessments (RE-57). Receipts for taxes and assessments from the county auditor. The copies of the RE-30 or RE-31 submitted to the county for tax exemption. Copy of exemption from Real Property conveyance fee form DTE 100(ex).
- The Region will review closing packages as necessary, and notify Consultant of any deficiencies. The Consultant will be responsible for paying the appropriate County for recording fees for both plan sheets and all acquisition instruments. [The Consultant shall be reimbursed by ODOT for actual recording fees. Receipts for recording fees must be transmitted to the Region along with invoices for consultant services.]

Required Consultant Insurance:

Consultant Insurance Provisions:

It shall be the responsibility of the Consultant and all sub-consultants to insure the protection of all life and/or property. The term "Consultant" shall apply to all disciplines and consultants, as well as any sub-consultant performing any work associated with the project. 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 Township, 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 Township 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 any cancellation or material change in the above insurance policies. The consultant shall be required to maintain coverage without interruption for the entire term of 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 or approved equal.

Insurance Primary:

All coverage required of the Consultant will be primary over any insurance or self-insurance program carried by the Township, 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 Township 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 Township 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 Green Township Board of Trustees, their officers, employees and agents" as insured.

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.

Cooperation:

The Consultant and the Township 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. Minimum coverage levels shall be:

- **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 Green Township:

The Consultant shall save, protect, defend, indemnify and hold harmless the Green Township Board of Trustees, ; 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 **MUST** submit **ONE** copy of those portions of the insurance policy in which 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 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

5-Points Intersection Improvement Project

General Items:

- As may be applicable in the “Task Division” sheets and the “Scope Definitions”, any reference to the Ohio Department of Transportation (ODOT), the District and/or the Region shall mean or shall also mean Green Township and/or the Hamilton County Engineer.
- **ALL** work to be completed under this AGREEMENT **MUST** be in accordance with and in full compliance with all applicable State and Federal regulations regarding the acquisition of right-of-way.
- As may be applicable, **ALL** employees used on the project **MUST** be pre-qualified by ODOT to perform their respective work on the project.
- The Consultant will be responsible for the review of the appraisal reports that are to be prepared by others in accordance with the pertinent requirements.

Schedule:

- The Township tentatively intends to have Hamilton County Engineer the Establishment Hearing before the Board of County Commissioners during **April, 2015**. Right-of-way authorization is expected from ODOT in **November, 2014**; certification to ODOT that right-of-way is cleared is to be submitted by **April 1, 2015**.
- In order to allow for utility relocation/modification and to meet the schedule for the Engineer’s certification of the right-of-way to ODOT, **ALL** right-of-way/easements **MUST** either be acquired or the Engineer notified of the negotiation impasse by **March 31, 2015**.