



LUMP SUM WORK AUTHORIZATION NO. 030415

In accordance with the Agreement for Consulting and Professional Services between **the Village of Ashville, Ohio** ("Client"), and **URS Corporation – Ohio**, an **Ohio** corporation, dated **August 8, 2011**, this Work Authorization describes the Services, Schedule, and Payment Conditions for Services to be provided by **URS Corporation – Ohio** ("Consultant") on the Project known as:

Village of Ashville, Ohio
Construction Services, Water Resource Recovery Facility

Client Authorized

Representative: Franklin Christman, Village Administrator

Address: 200 East Station Street
Ashville, Ohio 43103-1532

Telephone No.: 740.983.7164

Consultant Authorized

Representative: Jeffrey R. Kerr, P.E.
277 West Nationwide Boulevard
Columbus, Ohio 43215

Telephone No.: 614.464.4500

SERVICES. The Services shall be described in **Attachment A** to this Work Order.

SCHEDULE. The Estimated Schedule shall be set forth in **Attachment A** to this Work Authorization. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

PAYMENT AND EQUITABLE ADJUSTMENTS. This is a lump sum Work Authorization. Consultant's lump sum compensation and provisions for progress and final payments are specified in **Attachment A** to this Work Authorization. Payment of **\$0** is due upon signature of this Work Authorization and will be applied against the final invoice for this Work Authorization. Consultant shall give Client prompt written notice of unanticipated conditions or conditions which are materially different from those anticipated by Consultant at the time the lump sum compensation was agreed upon. If Client wishes Consultant to proceed, Consultant's lump sum compensation shall be subject to equitable adjustment for such conditions.

TERMS AND CONDITIONS. The terms and conditions of the Agreement referenced above shall apply to this Work Authorization, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Authorization is acknowledged by the following signatures of the Authorized Representatives.

CLIENT



Signature

Franklin Christman / Village Administrator

Typed Name/Title

August 5, 2015

Date of Signature

CONSULTANT



Signature

Kerry Hogan, Vice President

Typed Name/Title

8-3-15

Date of Signature



**Village of Ashville
Construction Services
Water Resource Recovery Facility**

**Lump Sum Work Authorization No. 030415
Attachment A**

SCOPE OF SERVICES

PROJECT BACKGROUND

A new Water Resource Recovery Facility (WRRF) on a new site in the Village of Ashville has been designed and submitted to the Ohio EPA for a Permit to Install. This new WRRF will have an average daily flow capacity of 0.8 MGD and a maximum daily flow capacity of 3.2 MGD. The overall project will consist of abandoning the existing Wastewater Treatment Plant (WWTP) and using a new pump station and force main to pump flows to the new WRRF.

The new WRRF liquid stream treatment process will be a headworks building (with screens and grit removal), an oxidation ditch, a splitter box, two final clarifiers, return sludge pumping, ultraviolet disinfection and post aeration. The new WRRF solids stream will be aerobic digestion, a rotary fan sludge press and a covered sludge storage pad. The WRRF will discharge treated flows to Walnut Creek at the same location as the existing WWTP via a new 24-inch outfall sewer that will be constructed between the two locations.

The Village needs to proceed with the construction of this WRRF project in order to comply with Ohio EPA Findings and Orders requirements. These Findings and Orders require the initiation of construction by October, 2015 and the completion of construction by October, 2017.

The following scope of work is proposed for construction administration and observation services for the Ashville WRRF project:

SCOPE OF WORK

Construction Administration

URS will provide the following construction administration services for a single contract project with anticipated final construction completion duration of eighteen (18) months until substantial completion and twenty (20) months until final completion:

- Project Manager – URS shall furnish a project manager to direct URS personnel, provide project quality control/quality assurance, manage project budgets and



scheduling of personnel; coordinate and review Village invoicing; maintain project files; and make up to ten (10) site visits as necessary to help resolve specific issues as they may arise.

- Construction Administrator (CA) – URS shall furnish a Construction Administrator for the duration of the project. The responsibilities of the Construction Administrator shall include the following:
 - 1) Based on information obtained during site visits and observations, the CA, for the benefit of the Village, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. It is anticipated that the CA will perform twenty four (24) site visits including progress meetings and start-up meetings during the construction duration. The CA will not be required to make exhaustive or continuous inspections on the site to check the quality or quantity of the Work. CA's efforts will be directed toward providing the Village a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, URS will keep the Village informed of the progress of the Work.
 - 2) The Village will be responsible for monitoring contractor payroll reports or wage rate reports as well as ensuring compliance with stated funding agency goals for minorities and gender-specific workforce participation.
 - 3) The CA shall also have the following responsibilities:
 - a) Print and assemble up to three (3) sets of final plans, specifications, and contracts for Contractor execution at the preconstruction meeting. Assist the Village in preparing a Notice of Award, Notice to Proceed and Notice of Commencement.
 - b) URS will review and approve or take other appropriate action in respect to shop drawings and samples and other data which the Contractor is required to submit, for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as depicted in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
 - c) URS will coordinate reviews and approvals with the appropriate URS disciplines as deemed necessary.



- d) URS will evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by the Contractor, as submitted in accordance with the Contract Documents.
- e) Coordinate and direct an initial preconstruction meeting and up to twenty (20) progress meetings, including distributing agenda prior to meetings and minutes subsequent to meetings.
- f) Assist the Village in the selection of an independent testing laboratory. All costs associated with independent testing of the Work shall be paid by the Village or Contractor, and in accordance with the Contract Documents.
- g) Review and make recommendations to the Village on monthly progress payments submitted by the Contractor. It is assumed that approved pay requests will be submitted to the Village for payment and coordination with funding agencies is required.
- h) Verify that all material certifications, tests, certifications of inspection, and approvals required by the Contract Documents are obtained.
- i) Work closely with property owners, utility companies, railroads, Village representatives and contractors to resolve problems and facilitate efforts to satisfactorily complete the Project on time and on budget.
- j) Respond to written Requests for Information (RFI’s), and issue Field Orders and Requests for Proposals (RFP’s) as necessary.
- k) Recommend, prepare and distribute Change Orders for appropriate approvals, as directed by the Village.
- l) Render formal written decisions on all claims of Village and Contractor relating to the acceptability of Contractor’s work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor’s work.
- m) Attend two (2) start-up training meetings.
- n) Upon written notice from the Contractor that the Contractor considers the work ready for its intended purpose, URS shall conduct a substantial completion inspection and issue a punch list of items remaining to be completed and monitor completion of the punch list items. URS will issue a certificate of substantial completion as appropriate. URS will conduct



pre-final completion inspections and review punch list items with the Contractor and issue certificate of final completion and acceptance when all Work is completed and the Contractor's obligations under the Contract Documents have been fulfilled, including the receipt of all maintenance and operating instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance, certificates of inspection, tests and approvals, shop drawings, samples, and the annotated record documents.

- o) CA's visits and observations are subject to all the limitations on URS' authority and responsibility set forth below. Particularly, but without limitation, during or as a result of URS' visits or observations of Contractor's Work, URS will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Accordingly, URS neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform its work in accordance with the Contract Documents.
- p) Prepare Record Drawings of the finished project based on "as-built" measurements, changed construction details, and additions to plans furnished by the Contractor and On-Site Project Representative. Submit one set of prints and one CD of record drawings to the Village.
- q) Prepare an Operation and Maintenance (O&M) Manual Report for the WRRF. The O&M Manual Report will contain sections on Plant Overview and Basis of Design, Process Theory, Equipment Data and Operation, Plant-Wide Systems, Personnel and Emergency Operations. Design data and figures will be provided for treatment units described in Equipment Data and Operation. The O&M Manual report will be general in nature and will not contain the detailed information provided in the manufacturer's operation and maintenance manuals which are submitted to the Village as shop drawings. We proposed to submit two paper copies and a CD of the O&M Manual Report to the Village for their use.
- r) As-Authorized CA Services - Provide bidding and construction administration services for a separate "2014 Sanitary Sewer and Force Main Improvements (Part B)" contract As - Authorized by the Village. This Part B project would be bid as



a separate contract from the Part A WRRF project and would be built prior to the Part A project but on the same overlapping timeline. Bidding services for the Part B project include preparing a separate bid package, issuing bidding documents, responding to contractor questions, reviewing bids, preparing an engineer's letter. Construction administration services for this project include issuing contracts, shop drawing and submittal reviews, pay request reviews, preparing funding agency pay requests, site visits, attending construction meetings, field observation, contract close out and record drawing preparation.

Construction Observation/On-Site Project Representative

URS shall provide on-site project representation for up to **3,120** hours during the duration of the project, with responsibilities as follows:

- The on-site representative will take direction from and report directly to the CA, as well as advise the Village's representative on the progress of the work.
- Secure and maintain copies of permit information obtained prior to construction, and work with the Contractor to meet the conditions of said permits.
- Work directly with the Contractor and the Village to assist in laying out location of all improvements.
- Coordinate URS' work with the Contractor, Subcontractors and field representatives as part of this project.
- Make measurements with the Contractor to determine the amount of work completed and audit all monthly requests for payment.
- Report to CA, to the extent observed, any unsatisfactory, faulty or defective work.
- Make "as-built" measurements with the Contractor's construction superintendent. Mark all changed construction details on plans to be later incorporated into record drawings. Provided, however, that Contractor shall be responsible for the completeness and accuracy of the final record drawings.
- Prepare and maintain construction observation reports (for those days when the representative is present). The daily construction observation reports



and photos will be made available to the Village as construction progresses, in electronic format. Take photos as the work progresses.

- Maintain a log of all testing performed, showing locations, types of tests, results of corrective work and retesting required. All costs for testing shall be the responsibility of the Village or Contractor.
- Prepare draft punch list of items to be completed before pre-final inspections.

The On-Site Project Representative shall not:

- Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items) without authorization of the Village or URS’ Project Manager.
- Exceed limitations of URS’ authority as set forth in this Work Order or the Contract Documents.
- Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor’s superintendent.
- Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s Work unless such advice or directions are specifically required by the Contract Documents.
- Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of Village or Contractor.
- Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by the URS Project Manager.
- Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- Authorize the Village to occupy the Project in whole or in part.

Authorized Variations in Work

1. URS representatives (PM and CA) may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract



Documents. These variations may be accomplished by Field Order and will be binding on Village and also on Contractor, who shall perform the Work involved promptly. If Village or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made as provided for in the construction Contract Documents.

Rejecting Defective Work

1. URS will have authority to reject work which they believe to be defective, or that URS believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. URS will also have authority to require special inspection or testing of the work as provided for in the Contract Documents, whether or not the work is fabricated, installed, or completed.

Decisions on Requirements of Contract Documents and Acceptability of Work

1. URS will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder. All matters in question and other matters between Village and Contractor arising prior to the date final payment is due relating to the acceptability of the work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to URS in writing within 30 days of the event giving rise to the question.
2. URS will, with reasonable promptness, render a written decision on issues referred to URS. If Village or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made pursuant to the Contract Documents.
3. When functioning as interpreter and judge under this contract, URS will not show partiality to Village or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

Limitations on URS' Authority and Responsibilities

1. Neither URS' authority nor responsibility under this project or under any other provision of the Contract Documents nor any decision made by URS in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by URS shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by URS to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.



2. URS will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident to the Contractor's Work in progress, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the work. URS will not be responsible for Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
3. URS will not be responsible for the acts, errors or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
4. Notwithstanding any other provision set forth herein, URS' review of intermediate and final applications for payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered pursuant to the Contract Documents will only be to determine generally that their content complies with the administrative requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.
5. The limitations upon authority and responsibility set forth above shall also apply to the On-Site Project Representative.

SCHEDULE

URS will perform the Scope of Services above in a timely manner, subject to input and direction from the Village and any applicable funding agencies. The construction duration is scheduled to be eighteen (18) months from the Notice to Proceed date to the substantial completion date. Construction services shown in this work authorization are proposed to be complete within twenty (20) months of the Notice to Proceed date.

URS' services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. If such periods of time or dates are changed through no fault of URS, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If Village has requested changes in scope, extent, or character of the Project, the time of performance of URS' services shall be adjusted equitably.

Consistent with the terms of Section 10.1 of the Short Form Master Agreement for Professional Services between the Village of Ashville and URS Corporation – Ohio dated August 8, 2011, any adjustment of the periods of time or dates or the rates and amounts of compensation shall be agreed upon in writing signed by URS and the Village prior to the performance of the services which give rise to the adjustment.



COMPENSATION

For services provided under this Agreement, URS shall be paid as follows:

Compensation for the stated Scope of Services shall be a stipulated fee of Five Hundred Ninety Seven Thousand, Seven Hundred Fifty Dollars (\$597,750). Invoicing for services shall be based on a percentage completed for the services.

Compensation for the "As Authorized" services outlined under the Construction Administration Section above which shall consist of separate bidding and construction services for the "2014 Sanitary Sewer and Force Main Part B" project shall be a maximum lump sum fee of Forty Four Thousand Nine Hundred Forty Two (\$44,942). This fee is based on services being provided in accordance with the overlapping project schedule outlined in this Work Authorization. The "As Authorized" services shall be authorized by the Village representative as part of this Work Authorization and written notification can be in the form of an email addressed to the Design Professional's Project Manager.

A monthly invoice for services rendered shall be made as the Work progresses. Payment for services shall be made within thirty (30) days of the date of the invoice. Interest shall be paid at the State-permitted rate for all payments made 45 days after date of the invoice.

ADDITIONAL SERVICES

URS shall provide services for the project when authorized in writing in addition to those set forth in the Scope of Services section upon negotiation of an acceptable scope of services and compensation between the Village and URS for said additional services. Such services shall consist of providing any other services not included in this proposal or not customarily furnished in accordance with generally accepted engineering practices. Services not included are as follows:

- Additional permit application submittals and fees;
- Additional plan submittals to regulatory agencies and utility companies;
- Construction staking and layout;
- Preparation or review of environmental assessments or impact statements;
- Negotiating service agreements with other service providers;
- Wetlands delineation, archaeological surveys, floodplain permitting and coordination;
- Property surveys, easement descriptions and negotiating for land acquisition;
- Construction testing services;
- Additional geotechnical engineering services;
- Preparing to serve or serving as a consultant or witness for the Village in any litigation, arbitration or other dispute resolution process related to the Project;



- Ongoing representation of the Village in legal proceedings arising from the Work;
- Wage rate and contractor payroll reporting; and
- Funding disbursement and coordination.