



**SHORT FORM MASTER AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
VILLAGE OF ASHVILLE  
AND  
URS CORPORATION – OHIO**

**THIS AGREEMENT** (“Agreement”) for Professional Services, (together with the attachments hereto) dated and effective as of **August 8, 2011** (the “Effective Date”), is hereby made and entered into by and between the **Village of Ashville, Ohio**, (hereinafter “Client”) having a place of business located at 200 East Station Street, Ashville, Ohio, 43103-1532, and **URS Corporation – Ohio**, an Ohio corporation (hereinafter “Consultant”) having a place of business located at 277 West Nationwide Boulevard, Columbus, Ohio, 43215. Consultant and Client are each individually referred to as a “Party” and collectively as the “Parties”.

The Parties agree as follows:

**1. WORK AUTHORIZATIONS**

1.1 Consultant agrees to undertake and perform certain consulting and professional engineering services (“Services”) in accordance with the terms and conditions contained herein, as may be requested by Client from time to time. The Services to be performed, Consultant’s compensation, and the schedule for performance for each task shall be described in one or more authorizations issued to Consultant by Client, the form of which is attached hereto as Attachment 1 (“Work Authorization”). A Work Authorization shall be valid and binding upon the Parties only if accepted in writing by Client and Consultant. Each duly executed Work Authorization shall be subject to the terms and conditions of this Agreement, except to the extent expressly modified by the Work Authorization.

1.2 It is the expressed intent of the parties that this Agreement shall be made available to subsidiaries and affiliated companies of Consultant. For the purposes of this Agreement, as it applies to each Work Authorization, the term “Consultant” shall mean either Consultant as defined above or the subsidiary or affiliate of Consultant identified in the Work Authorization. The applicable Work Authorization shall clearly identify the legal name of the entity accepting the Work Authorization.

**2. PAYMENTS FOR SERVICES**

2.1 Unless otherwise stated in a Work Authorization, payment shall be on a time and materials basis under the Schedule of Fees and Charges in effect when the Services are performed. Client shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the invoice. If payment is not received within thirty (30) days from the due date of such payment, Consultant may suspend further performance under one or more Work Authorizations until payments are current. Client shall notify URS of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Client shall pay an additional charge of one percent (1%) per month or the maximum percentage allowed by law, whichever is the lesser, for any past due amount. In the event of a legal action for invoice amounts not paid, attorneys’ fees, court costs, and other related expenses shall be paid to the prevailing party.

2.2 Client shall reimburse Consultant for all taxes, duties and levies such as Sales, Use, Value Added Taxes, Deemed Profits Taxes, and other similar taxes which are added to or deducted from the value of Consultant’s Services. For the purpose of this Article such taxes shall not include taxes imposed on Consultant’s net income, and employer or employee payroll taxes levied by any United States taxing authority, or the taxing authorities of the countries or any agency or subdivision thereof in which URS subsidiaries, affiliates, or divisions are permanently domiciled. It is agreed and understood that these net income, employer or employee payroll taxes are included in the unit prices or lump sum to be paid Consultant under the applicable Work Authorization.

2.3 Where charges are “not to exceed” a specified sum, Consultant shall notify Client before such sum is exceeded and shall not continue to provide the Services beyond such sum unless Client authorizes an increase in the sum. If a “not to exceed” sum is broken down into budgets for specific tasks, the task budget may be exceeded without Client authorization as long as the total sum is not exceeded. Changes in conditions, including, without limitation, changes in laws or regulations occurring after the budget is established, or other circumstances beyond URS control, shall be a basis for equitable adjustments in the budget and schedule.

**3. CONFIDENTIALITY**

3.1 For a period commencing with the disclosure of any confidential information under this Agreement and/or a Work Authorization(s) and ending on the second anniversary such disclosure was first made, Consultant and Client each agree not to disclose to third parties, including also subcontractors and vendors (unless such subcontractors and vendors have a need to know and are bound to similar obligations of confidentiality), any information that is identified as confidential in writing on the materials made available to the other Party hereunder, subject to the requirements of RC 149.43.

**4. WARRANTY**

4.1 Consultant warrants that any consulting and professional engineering Services performed by it under a Work Authorization shall be performed in accordance with that degree of care and skill ordinarily exercised by members of Consultant’s profession practicing at the same time in the same location. Consultant’s obligation for re-performance of non-conforming Services as set forth in the preceding sentence shall extend for a term commencing at the substantial completion of such Services under a Work Authorization and ending one year later.



**4.2 THE WARRANTY SET FORTH IN THIS ARTICLE 4 IS EXCLUSIVE, AND IN LIEU OF ANY AND ALL OTHER WARRANTIES RELATING TO THE SERVICES, WHETHER STATUTORY, EXPRESS OR IMPLIED, AND CONSULTANT DISCLAIMS ANY SUCH OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY AND ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND/OR USAGE OF TRADE. ANY OTHER STATEMENTS OF FACT OR DESCRIPTIONS EXPRESSED IN THE AGREEMENT OR ANY WORK AUTHORIZATION SHALL NOT BE DEEMED TO CONSTITUTE A WARRANTY OF THE SERVICES OR ANY PART THEREOF.**

**5. WORK BY OTHERS**

5.1 The performance by Consultant of Services under a Work Authorization shall not constitute an assumption by Consultant of the obligations of Client or its other contractors. Consultant shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the work of Client or its other contractors, and shall not manage, supervise, control or have charge of construction.

**6. INSURANCE**

6.1 In the event Consultant performs Services under any Work Authorization in connection with a project for which Client or another party with which Client has contracted obtains all-risk or builder's risk property insurance, Client, as the case may be, shall name, or shall cause such other party to name, Consultant as an additional insured on such all risk or builder's risk property insurance. Client acknowledges that Consultant has an insurable interest in such all risk or builder's risk property insurance.

**7. INDEMNITY**

7.1 Consultant shall indemnify, defend and save Client, its officers, directors, employees and affiliates harmless from any loss, cost or expense claimed by third parties, excluding employees of Client, for property damage and/or bodily injury, including death, to the proportionate extent such loss, cost or expense arises from the negligence or willful misconduct of Consultant, its employees or affiliates in connection with the Services.

7.2 Consultant's and Client's rights and obligations with respect to Hazardous Materials are set forth in Article 9.

**8. LIMITATION OF LIABILITY – N/A**

**9. HAZARDOUS MATERIAL**

9.1 Nothing in this Agreement shall be construed or interpreted as requiring Consultant to assume the status of, and Client acknowledges that Consultant does not act in the capacity nor assume the status of, Client or others as a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any other similar federal, state, or local law, regulation, or ordinance. Client acknowledges further that Consultant has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any site that may be the subject matter of any Work Authorization.

9.2 It is acknowledged by both parties that the Services do not include services related to regulated substances, pollutants, or hazardous or toxic wastes ("Hazardous Material"). In the event Consultant or any other party encounters undisclosed Hazardous Materials, Consultant shall notify Client and, to the extent required by law or regulation, the appropriate governmental officials, and Consultant may, at its option and without liability for delay, consequential or any other damages to Client, suspend performance of Services on that portion of the project affected by Hazardous Material until Client: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous material; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, Client shall indemnify, defend and save Consultant and its affiliates, subconsultants, agents, and suppliers of any tier, and any and all employees, officers, directors of any of the foregoing, if any, from and against any and all Losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment, including, without limitation, Losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance or disposal of Hazardous Material, whether above or below ground and not brought to a Client site or other proposed project site by Consultant in the performance of the Services without Client's approval.

**10. CHANGES**

10.1 The Parties may from time to time by mutual agreement seek to modify, extend or enlarge the Services under a Work Authorization ("Modification"). In the event the Parties agree to a Modification to add additional Services, or to make other modifications to the Services, Consultant's compensation, the schedule and any other relevant terms and conditions of the applicable Work Authorization shall be equitably adjusted prior to performance of such Services.





## 11. OWNERSHIP OF DOCUMENTS

11.1 Consultant grants to Client a transferable, irrevocable and perpetual royalty-free license to retain and use all work products delivered to Client for any purpose in connection with the project specified in each Work Authorization, upon full payment by Client for Consultant's Services. Client also may use such work product for other purposes with Consultant's written consent. Re-use of any such work product by Client on any extension of the project or on any other project without the written authorization of Consultant shall be at Client's sole risk and Client shall indemnify, defend and save Consultant and its affiliates, consultants, agents, subcontractors and suppliers of any tier, and any and all employees, officers and directors of any of the foregoing, if any, from and against any and all Losses suffered as a result of, or arising out of, or in connection with such re-use. Consultant shall have the right to retain copies of all such work product. Consultant retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services.

## 12. TERMINATION/SUSPENSION

12.1 Client may terminate all or any portion of the Services under one or more Work Authorizations for convenience, at its option, by sending a written notice to Consultant. Either party can terminate this Agreement or a Work Authorization for cause if the other commits a material, uncured breach of this Agreement or becomes insolvent. Termination for cause shall be effective twenty (20) days after receipt of a notice of termination, unless a later date is specified in the notice. The notice of termination for cause shall contain specific reasons for termination and both parties shall cooperate in good faith to cure the causes for termination stated in the notice. Termination shall not be effective if reasonable action to cure the breach has been taken before the effective date of the termination. Client shall pay Consultant upon invoice for Services performed and charges incurred prior to termination, plus reasonable termination charges. Any suspension of Services by Client shall result in an equitable adjustment to Consultant's compensation, time for performance, or any of its other obligations under a Work Authorization.

## 13. FORCE MAJEURE

13.1 Any delay or failure of Consultant in performing its required obligations hereunder shall be excused if and to the extent such delay or failure is caused by a Force Majeure Event. A "Force Majeure Event" means an event due to any cause or causes beyond the reasonable control of Consultant and shall include, but not be limited to, acts of God, strike, labor dispute, fire, storm, flood, windstorm, unusually severe weather, sabotage, embargo, terrorism, energy shortage, accidents or delay in transportation, accidents in the handling and rigging of heavy equipment, explosion, riot, war, court injunction or order, delays by acts or orders of any governmental body or changes in laws or government regulations or the interpretations or application thereof or the acts or omissions of the Client or its other contractors, vendors or suppliers. In the event of a Force Majeure Event, Consultant shall receive an equitable adjustment extending Consultant's time for performance for such Services sufficient to overcome the effects of any delay, and an increase(s) to Consultant's compensation sufficient to account for any increased cost in performance or loss or damage suffered by Consultant.

## 14. RESPONSIBILITIES OF CLIENT

14.1 Without limiting any express or implied obligations of Client under applicable law, Client shall: (1) provide Consultant, in writing, all information relating to Client's requirements for the project; (2) correctly identify to Consultant the location of subsurface structures, such as pipes, tanks, cables, and utilities; (3) notify Consultant of any potential hazardous substances or other health and safety hazard or condition known to Client existing on or near the project site; (4) give Consultant prompt written notice of any suspected deficiency in the Services; (5) with reasonable promptness, provide required approvals and decisions; and (6) furnish or cause to be furnished to Consultant full, unrestricted and legal access to, and use of, the site and all necessary rights of way and easements, in order to perform the Services. In the event Consultant is requested by Client or is required by subpoena to produce documents or give testimony in any action or proceeding to which Client is a party and Consultant is not a party, Client shall pay Consultant for any time and expenses required in connection therewith, including reasonable attorney's fees.

14.2 Consultant may rely upon and use in the performance of any Services information supplied to it by Client without independent verification and Consultant shall not be responsible for defects in its Services attributable to its reliance upon or use of such information.

## 15. SECONDED EMPLOYEES – N/A

## 16. TERM

16.1 Unless otherwise specified, the term of this Agreement shall run from the Effective Date until Consultant has completed the Services and received all payments due under the Agreement.

## 17. GENERAL

17.1 Client and Consultant each represent and warrant that this Agreement has been duly authorized, executed and delivered and constitutes its binding agreement enforceable against it. This Agreement and any executed Work Authorizations supersede all prior written and/or oral contracts and agreements that may have been made or entered into between Client and Consultant regarding the subject matter hereof, including but not limited to any and all proposals, oral or written, and all communications between the Parties relating to this Agreement or any Work Authorization(s), and constitute the entire agreement between the Parties hereto with respect to the subject matter hereof.

17.2 This Agreement and Work Authorization(s) may not be assigned by Consultant or Client in any way, including by operation of law, unless otherwise mutually agreed to in writing, any such attempted non-authorized assignment shall be null and void and of no force or effect.

17.3 Any cost opinions or estimates provided by Consultant will be on a basis of experience and judgment, but since Consultant has no control over



market conditions or bidding procedures, Consultant cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates. Neither this Agreement nor any of the Services provided hereunder shall constitute or provide for, and Consultant shall not be considered to have rendered, any legal or financial opinion(s) regarding the feasibility of this project or any other or regarding any other matter. Unless otherwise expressly included in a Work Authorization, Consultant shall under no circumstances provide as part of the Services a consent, opinion or similar document, or act as a qualified person or expert, in connection with any filing by Client with the United States Securities and Exchange Commission, or similar non-United States agency, authority or commission.

17.4 Notices shall be effective hereunder as follows only if in writing and addressed to the authorized representative designated in applicable Work Authorizations: (1) upon delivery, if delivered personally to the person; (2) upon transmission, if transmitted to the facsimile number of the person; and (3) upon posting, if by first class or overnight mail (postage prepaid).

17.5 All contract issues and matters of law will be adjudicated in accordance with the laws of the state where the project is located, excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction; provided, however that if the project is located outside the United States, the laws of the State of California shall govern. Venue for any litigation shall be any state court or United States District Court having jurisdiction over the parties and subject matter.

17.6 The terms and conditions of this Agreement shall prevail, notwithstanding any variance with any purchase order or other written instrument submitted by Client whether formally rejected by Consultant or not. This Agreement may be modified only by amendment when signed by each Party. In the event that any one or more of the provisions of this Agreement shall be found to be illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and such term or provision shall be deemed stricken to the extent and in the jurisdictions necessary for compliance with applicable law.

17.7 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Client or Consultant.

17.8 The headings in this Agreement are for convenience only, and shall not affect the interpretation hereof. The terms "hereof", "herein," "hereto" and similar words refer to the entire Agreement and not to any particular Article, Section, Attachment, Exhibit or any other subdivision of this Agreement. References to "day" or "days" shall mean calendar days unless specified otherwise.

17.9 The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion, or expiration of the Agreement, including, but not limited to, indemnities and any expressed limitations of or releases from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion, or expiration.

17.10 It is understood and agreed that any delay, waiver or omission by Consultant or Client to exercise any right or power arising from any breach or default by Client or Consultant in any of the terms, provisions or covenants of this Agreement or any Work Authorization shall not be construed to be a waiver by Consultant or Client of any subsequent breach or default of the same or other terms, provisions or covenants on the part of Consultant or Client.

## 18. ATTACHMENTS AND EXHIBITS

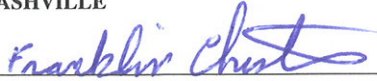
The following attachments and exhibits, which are attached hereto, are part of this Agreement.

Attachment 1 – Work Authorization

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed by their duly authorized representatives, effective as of the day and year first above mentioned.



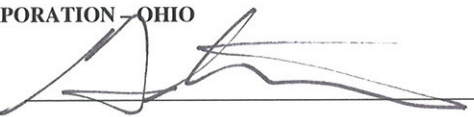
VILLAGE OF ASHVILLE

By:   
(Signature)

Name: Franklin Christman  
(Printed)

Title: Village Administrator

URS CORPORATION - OHIO

By:   
(Signature)

Name: Gregory Stidham, P.E.  
(Printed)

Title: Vice President





ATTACHMENT 1

LUMP SUM WORK AUTHORIZATION NO. *Sample*

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:

\_\_\_\_\_  
\_\_\_\_\_

**Client Authorized**

**Representative:** Franklin Christman, Village Administrator

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

**Telephone No.:** 740.983.7164

**Consultant Authorized**

**Representative:** Kerry S. Hogan, P.E.  
277 West Nationwide Boulevard  
Columbus, Ohio 43215

**Telephone No.:** 614.464.4500

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

**SCHEDULE.** The Estimated Schedule shall be set forth in Attachment \_\_ 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 \_\_\_\_ to this Work Authorization. Payment of \$ \_\_\_\_ is due upon signature of this Work Order 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**

**CONSULTANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
*Sample*  
Typed Name/Title

\_\_\_\_\_  
*Sample*  
Typed Name/Title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature



LUMP SUM WORK AUTHORIZATION NO. 080811

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  
Wastewater Engineering Report

**Client Authorized**

**Representative:** Franklin Christman, Village Administrator  
**Address:** 200 East Station Street  
Ashville, Ohio 43103-1532  
**Telephone No.:** 740.983.7164

**Consultant Authorized**

**Representative:** Kerry S. Hogan, P.E., Vice President  
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 15, 2011  
\_\_\_\_\_  
Date of Signature

**CONSULTANT**

  
\_\_\_\_\_  
Signature

Gregory Stidham, P.E. / Vice President  
\_\_\_\_\_  
Typed Name/Title

8-12-11  
\_\_\_\_\_  
Date of Signature





**Village of Ashville, Ohio  
Wastewater Engineering Report  
Ashville Wastewater Treatment Plant**

**Lump Sum Work Authorization No. 080811  
Attachment A**

**PROJECT BACKGROUND**

Improvements to the existing Ashville Wastewater Treatment Plant (WWTP) are needed to meet the current and future needs of the Village of Ashville (“Village” or “Client”) and comply with Ohio EPA requirements. The Village is continuing to increase in population and would like an expandable WWTP that will provide service to the Village (and possibly the regional area surrounding the Village) through the year 2030.

The existing Ashville WWTP facility is aging and requires improvements to structures and equipment. The WWTP is hydraulically overloaded and is known to experience backups of flows into the sewer system. Peak flows to the facility have been as high as 3.2 MGD in the past. These high peak flows, after rain events, have exceeded the peak daily capacity of the WWTP and resulted in NPDES permit limit violations. The headworks of the facility, including the bar screen equipment, is in need of replacement. Improvements to the oxidation ditch, clarifiers and disinfection system are necessary to improve reliability and efficiency.

The WWTP lacks sufficient sludge holding, treatment, and disposal. The WWTP is in need of a more effective sludge dewatering and disposal system that will improve the quantity and speed of solids removal.

This initial phase will address alternatives that involve expanding the WWTP on the existing site or constructing a new WWTP on a new site. Regional master planning considerations can be addressed in a subsequent phase.

**SCOPE OF SERVICES**

Considering the current condition of the WWTP, the potential for future growth in and around the Village, and the proximity of other wastewater service providers, the Village may wish to consider developing a Master Plan that provides extensive detail and planning throughout the regional area. However, based on the current needs and desires of the Village, URS Corporation-Ohio (“URS” or “Consultant”) proposes to prepare an Engineering Report with the following scope of work for this project:

1. Attend a Kick-Off Meeting with the Village to review the Scope of Services, milestones, goals and objectives, schedule, and budget. URS will prepare an agenda and meeting minutes and will distribute minutes to all attendees.





2. Tour the wastewater treatment plant with key operational personnel to evaluate and assess current conditions and operations. A Condition Assessment will be performed to evaluate:
  - Process Equipment Condition and Operating Status
  - Structural Integrity of Buildings and Other Structures
  - Historic Energy Consumption
  - Electrical/ Instrumentation and Controls
  - Other Mechanical Equipment Condition and Operating Status
3. Review existing plans, specifications, engineering reports, energy consumption data, operation and maintenance manuals, monthly operating reports, service area boundaries, service agreements, NPDES Permit, correspondence with the Ohio EPA and other documents related to the design and operation of the existing WWTP.
4. Arrange and attend a meeting with the Ohio EPA and the Village to discuss the Village's existing and proposed NPDES Permit requirements. It is anticipated that the existing NPDES Permit will expire in the year 2012 and new effluent limitations may be proposed for the new permit.
5. Coordinate with the Village and potential regional partners, which may include the Village of South Bloomfield, Earnhart Hill WSD, Pickaway County and the City of Columbus to discuss the locations of nearby wastewater collection, pumping and treatment facilities and the feasibility of regionalizing or sharing these facilities. Based on the information obtained from the meeting, determine capacity charges, connection costs, user rates and other pertinent information. Develop an opinion of probable cost and a 20-year life cycle cost for the most feasible regional alternative.
6. Evaluate potential locations for an expanded WWTP on existing Village property or a new WWTP on a new site.
7. Evaluate two treatment alternatives for the new or expanded WWTP. These treatment alternatives will include headworks improvements, biological treatment, settling, disinfection and solids dewatering and handling. Evaluate process and other improvements that would reduce overall energy consumption. WWTP sizing will be based upon population growth projections provided by the Village/regional planning agency and/or projections made using U.S. Census data. Growth projections from the regional planning agency will also be considered for the service area outside the Village.
8. Provide opinions of probable construction costs and estimated annual operation maintenance costs for each treatment alternative. The 20-year life cycle cost of each alternative will be compared using a present worth analysis. The most beneficial and cost effective alternative for the Village will be recommended.



9. Prepare a funding strategy that will evaluate State and Federal grant and loan programs which are applicable to the Village. The funding strategy will identify realistic amounts for potential grant and zero / low-interest loan funding. These programs will include:
  - Economic Development Administration
  - Community Development Block Grant Program
  - USDA Rural Development
  - Ohio Environmental Protection Agency
  - Ohio Water Development Authority
  - Ohio Department of Development
  - Ohio Public Works Commission

The goal will be to aggressively pursue all available grant funds and fund the balance of the project with zero / low-interest, long-term loan(s).

10. Compile and document the above information into a Draft Engineering Report. URS will attend a meeting with the Village staff and Utilities Committee to discuss and receive comments on the Draft Engineering Report.
11. URS will make revisions to the Draft Engineering Report and will submit five (5) copies of a Final Engineering Report to the Village and one (1) copy to the Ohio EPA for review and concurrence.

## **SCHEDULE**

URS will perform the Scope of Services above in a timely manner, subject to timely input and direction from the Village and applicable funding agencies. The engineering services covered by this Work Authorization are proposed to be completed within six (6) months, beginning in May 2011 or the actual Notice to Proceed date from the Village.

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 and final schedule provided for herein shall be subject to equitable adjustment. If the Village has requested changes in scope, extent, or character of the Project, the time of performance of URS' services shall be adjusted equitably.

## **VILLAGE RESPONSIBILITIES**

- The Village shall designate a representative authorized to act in its behalf with respect to general engineering services requested of URS. All direction and authorization shall be by or through such representative.





- The Village shall furnish URS all available information, reports, studies, testing results, design and survey data, operating records, existing plans, easements, and other data pertinent to the Project and such shall be furnished at the Village's expense.
- The Village shall furnish any required information and services, review all submitted documents, and render decisions pertaining thereto as expeditiously as necessary for the orderly progress of the Work, and so as not to delay the work of URS.
- The Village shall provide URS access to enter upon public and private land as required for the performance of the Work.

## **PAYMENT**

Compensation for the stated Scope of Services shall be a stipulated fee of Thirty Seven Thousand Dollars (\$37,000). Invoicing for services shall be based on a percentage completed for the services.

The above fees are based on services being provided in accordance with the schedule outlined in the Work Authorization. Should the services be provided beyond the anticipated time frame, the equitable adjustment to the personnel rates and engineering fees may be required.

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 invoice.

## **ADDITIONAL SERVICES**

URS shall provide services for the project in addition to those set forth in the Scope of Services section when authorized in writing by the Village. A fee estimate for such services shall be submitted to the Village for review and approval. Such services shall consist of providing any other services not included in this Work Authorization or not customarily furnished in accordance with generally accepted engineering practices. Services not included are as follows:

- Preparation of detailed population and growth projections for the Village, townships, County, and other government entities;
- Process or hydraulic modeling of WWTP unit processes;
- Negotiating Service Agreements with regional wastewater service providers;
- Regional Wastewater Master Planning Services;
- Wetlands Delineation, Archaeological Surveys, Floodplain Studies, and Special Environmental Assessments;



- 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;
- Preparing property surveys and negotiating for land acquisition and easement rights; and
- Arranging for geotechnical investigations, well testing or other special studies related to subsurface conditions.