

RELEASE

This Release (the "Release") is made as of May ____, 2009 between **the City of Columbus (the "City"), Jay Dee / Michels / Traylor Joint Venture ("JDMT"), URS Corporation-Ohio (formerly URS-Greiner, Inc.) ("URS"), H.R. Gray & Associates, Inc. ("H.R. Gray"), and Lachel Felice & Associates, Inc. (formerly Lachel & Associates, Inc.) ("LFA")** under the following circumstances:

A. The City and URS entered into a Professional Engineering Services Agreement, dated July 18, 1997, whereby URS agreed to provide design and construction administration services to the City in connection with the Big Walnut Augmentation/Rickenbacker Interceptor ("BWARI") Project, the Big Walnut Outfall Augmentation Sewer ("BWOAS") Project, and the Air Quality Control Facility ("AQCF") Project, and all referred to collectively as the "Project."

B. URS and LFA entered into an agreement, dated December 2, 1997, whereby LFA agreed to provide certain professional services in connection with the Project as a subconsultant to URS.

C. The City entered into a contract with JayDee, Michels, Traylor Joint Venture ("JDMT") dated December 3, 2003 whereby JDMT agreed to undertake the construction for the BWARI Project in accordance with the plans and specification the City provided, including the Corrosion Protection Liner ("CPL") system that was specified therein.

D. JDMT entered into a purchase agreement with Linabond, Inc. to provide the CPL materials and expertise to permit JDMT to install the CPL system.

E. During the construction phase of the BWARI Project, a dispute arose between the City and JDMT related to the installation of the CPL.

F. The City contended that to the extent it was liable to JDMT for alleged problems and issues related to the CPL system, then URS was responsible for the City's damages to JDMT.

G. URS contended that to the extent it was found liable to the City for the payment of damages to JDMT, that LFA and H.R. Gray were responsible to URS for the amounts URS was obligated to pay the City.

H. The parties to this Release conducted a mediation on February 17-20, 2009. That mediation resulted in an agreement between the parties, the terms of and consideration for which are reflected in this Release, in RFP-035, RFP-036, two Change Orders, and a Settlement Agreement as between the City, URS, and LFA, all of which are attached hereto.

I. The parties acknowledge that their failure to reach a global settlement of claims may have resulted in litigation among all parties, including claims between JDMT, on the one hand, and the City, URS, H.R. Gray, and/or LFA, on the other hand.

J. The parties wish to avoid litigation and to settle their claims and differences, as provided in this Release.

In consideration of the above, the parties agree as follows:

1. Effect of BWOAS Change Order No. 12. On the BWOAS portion of the Project, the corrosion protection scope of work associated with Specification Section 09900 (Linabond) was non-performed as approved in BWOAS-RFP-026 (CO-09). Since that time the remainder of the BWOAS Contract work has been completed and all close-out documents have been submitted to the CMT. The project closeout Change Order 11 and the Final Payment to the BWOAS Contractor (McNally/Kiewit JV) have been submitted for approval. The City has revised the BWARI and the BWOAS Specification Section 09900 to complete the corrosion protection scope of work in the Parts 1 and 2 portions of the tunnel with an epoxy coating system. JDMT and the City have executed Change Order No. 12 on the BWARI Contract, whereby JDMT, with the support of a qualified coating subcontractor, will complete the re-specified CPL work in the BWARI tunnel. After the City consulted with and obtained approval from the Ohio EPA and other funding agencies, JDMT and the City have similarly executed Change Order No. 12 on the BWOAS Contract, whereby JDMT, with the support of a qualified coating subcontractor, will complete the re-specified CPL work in the BWOAS tunnel. The parties acknowledge and agree that the BWOAS Change Order No. 12 is to be performed by and is governed by the BWARI Contract Documents with the revised Section 09900. In order to ensure uniformity and clarity as to the parties' obligations and responsibilities under these two change orders, and the work to be performed pursuant to those change orders, JDMT and the City further agree that the BWARI General Conditions, Section 00700 of the Project Manual, as modified by BWARI Change Order No. 12, shall govern the parties' relationships, responsibilities, and obligations for the BWOAS portion of the re-specified CPL work.

2. Release by JDMT. JDMT and its joint venture partners, administrators, legal representatives, assigns, shareholders, members, directors, officers, employees, contractors, subcontractors, suppliers, agents, affiliates, subsidiaries, parent companies, predecessors, successors, and all other persons or entities that may bring claims on its behalf (collectively, "JDMT ") release the City, URS, H.R. Gray, LFA (collectively "CMT Entities"), and their respective administrators, legal representatives, assigns, shareholders, members, directors, officers, employees, contractors, agents, affiliates, subsidiaries, parent companies, predecessors, and successors from all claims and liabilities, whether known or unknown, foreseen or unforeseen, and whether arising at law or at equity, which JDMT had, may have, or which may hereafter accrue, relating to or arising out of the Project through the date of this Release (but not including the work being performed under the Change Order attached as Exhibit A or Additional Work ordered in the future), including without limitation the claims the parties presented to the Dispute Review Board or at the mediation. This Release does not release or discharge the obligations of the parties incurred under this Release or under the Change Order attached as Exhibit A. JDMT represents that it is not currently aware of any claims against the City other than the ones being resolved by this Release.

3. Release by City. The City and its respective administrators, legal representatives, assigns, officials, employees, contractors, agents, affiliates, and all other persons or entities that may bring claims on its behalf release JDMT from (1) all claims and liabilities, whether known or

unknown, foreseen or unforeseen, and whether arising at law or at equity, relating to or arising out of JDMT's performance of the Section 09900 scope of work, (2) the claims the parties presented to the Dispute Review Board, (3) the claims raised in the mediation, and (4) all other known claims related to or arising out of the Project through the date of this Release. This Release does not release or discharge JDMT's obligations incurred under this Release, any claims or liabilities that arise after the date of this Release, JDMT's other obligations relating to the Project, or the Change Order attached as Exhibit A. The City represents that it is not currently aware of any claims against JDMT other than the ones being resolved by this Release. This Release does not prohibit JDMT from asserting any affirmative defenses to any future claim by the City against JDMT.

4. Release by CMT Entities. URS, H.R. Gray, LFA, and their respective administrators, legal representatives, assigns, shareholders, members, directors, officers, employees, contractors, agents, affiliates, subsidiaries, parent companies, predecessors, successors, and all other persons or entities that may bring claims on their behalf (collectively, the "CMT Entities") release JDMT from all claims and liabilities, whether known or unknown, foreseen or unforeseen, and whether arising at law or at equity, which the CMT Entities had, may have, or which may hereafter accrue, relating to or arising out of the Project through the date of this Release, including without limitation the claims the parties presented to the Dispute Review Board or at the mediation. This Release does not release or discharge the obligations of the parties incurred under this Release. The claims and liabilities released pursuant to Sections 1, 2, and 3 above are referred to as the "Released Claims."

5. Release Among CMT Entities. URS, H.R. Gray, LFA, and their respective administrators, legal representatives, assigns, shareholders, members, directors, officers, employees, contractors, agents, affiliates, subsidiaries, parent companies, predecessors, successors, and all other persons or entities that may bring claims on their behalf release each other from all claims and liabilities, whether known or unknown, foreseen or unforeseen, and whether arising at law or at equity, which the CMT Entities had, may have, or which may hereafter accrue, relating to or arising out of the claims presented at the mediation relating to the design and construction of the CPL system. This Release does not release or discharge the obligations of the parties incurred under this Release.

6. Conditional Operation of Release. The Releases discussed in the preceding paragraphs are conditioned upon the City Council's approval of the two Change Orders referenced in Paragraph 1, and the settlement reached at the conclusion of the mediation.

7. Warranty and Other Contractual Obligations. The parties hereto acknowledge that Linabond, Inc. is relieved of any and all warranty obligations in connection with its materials and work provided on the Project, and the CMT Entities agree that any and all warranties provided by Linabond or JDMT with respect to the Linabond corrosion protective lining installed in the tunnel are void. JDMT will honor all other warranty and other contractual obligations on the Project.

8. Liens. JDMT will satisfy all subcontractor and supplier liens and claims, and will indemnify, defend, and hold harmless the CMT Entities from any such liens and claims. The CMT acknowledges receipt of the executed settlement agreement between Linabond and JDMT, entitled Full And Final Settlement And Complete Release Agreement, and further represents that that

settlement agreement fully satisfies and resolves Linabond's lien previously placed against the Project Funds.

9. Liability. The terms of this Release represent a compromise and settlement of certain claims, disputes and demands, and are not intended to be and shall not be construed as an admission of liability of any kind with regards to any such claims, disputes, or demands. This Release also constitutes a full accord and satisfaction of the Parties' rights and obligations with respect to the Released Claims under any and all related contracts, including any and all prior settlement agreements, releases, or assignments.

10. No Assignment or Subrogation of Claims. The Parties represent and warrant that they have not previously assigned or purported to assign or transfer to any third person or entity any of the claims herein released and that they are aware of no other person or entity subrogated to their rights in regard to such claims.

11. Binding Effect. This Release shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, directors, employees, agents, affiliates, parent companies and subsidiaries.

12. Counterparts. This Release may be executed in any number of original counterparts, all of which evidence one agreement and only one of which need be produced for any purpose.

13. Modifications. This Release may not be modified, discharged, or changed in any respect whatsoever, except by further agreement in writing among all of the parties hereto, except that any consent, waiver, or approval of authorization is effective if signed by the party granting or making such consent, waiver, approval, or authorization.

14. Governing Law. This Release shall be governed by and construed and enforced in accordance with the laws of the State of Ohio without reference to principles of choice or conflict of laws.

15. Captions. The captions of this Release are for convenience and reference only and in no way define, describe, extend, or limit the scope, meaning or intent of this Release.

16. Interpretation. This Release has resulted from the negotiations between the parties and their attorneys and has been reduced to writing by counsel of record for each party. Should construction of this Release be required, it shall not be construed more strongly against one party than against another because of the identity of its draftsman. Each Party has been represented by legal counsel who has reviewed the meaning and effect of the terms and conditions contained in this Release, and fully understand the same.

17. Invalidity. The invalidity of any provision or provisions of this Release shall not affect the other provisions and this Release shall be construed in all respects as if any invalid provisions were omitted.

18. Covenants Not To Sue. The Parties irrevocably covenant to refrain from directly or indirectly making any claim or demand, or causing to be commenced any suit, action, proceeding, counterclaim, or cross-claim of any kind or character relating to the Released Claims except to the extent necessary to enforce this Agreement.

19. Attorney Fees. Each party shall bear its own attorneys' fees.

WHEREFORE, the parties have read all of the foregoing and approve this Release as of the last date set forth below.

Date

JAY DEE / MICHELS/ TRAYLOR JOINT VENTURE

By Thomas S. DiPonio, Managing Partner

Date

URS CORP.

By Jim Linthicum, Vice President, Office Manager

Date

LACHEL FELICE & ASSOCIATES, INC.

By David Chapman, President

Date

H.R. GRAY

By James Joyce, P.E., President and CEO

Date

CITY OF COLUMBUS, OHIO

By Tatyana Arsh, P.E., Director, Department of Public Utilities