

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

The parties to this Settlement Agreement and Release of Claims ("Release") are The City of Columbus, Ohio (the "City"), URS Corporation-Ohio, formerly URS-Greiner, Inc. ("URS") and Lachel Felice & Associates, formerly Lachel & Associates, Inc. ("LFA").

W I T N E S S E T H

WHEREAS, 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" and

WHEREAS, 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; and

WHEREAS, 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 including the Corrosion Protection Liner ("CPL") system that was specified therein; and

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

WHEREAS, during the construction phase of the BWARI Project, a dispute arose between the City and JDMT related to the installation of the CPL; and

WHEREAS, 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; and

WHEREAS, URS contended that to the extent it was found liable to the City for the payment of damages to JDMT, that LFA was responsible to URS for the amounts URS was obligated to pay the City; and

WHEREAS, the parties, along with JDMT and Linabond, conducted a mediation on February 17-20, 2009; and

WHEREAS, the City asserted certain claims in that mediation against URS, a listing of which is attached hereto as Exhibit 1 (the City's Claims") and URS asserted certain claims against the City, a listing of which is attached hereto as Exhibit 2 (the "URS Claims") and LFA asserted certain claims against URS, a listing of which is attached hereto as Exhibit 3 (the "LFA Claims");

WHEREAS, as a result of the mediation, the City has settled its claims with JDMT whereby JDMT will be undertaking to perform certain work for the City to provide an alternative corrosion protection system in the BWARI and BWOAS tunnels that URS and LFA will not be participating in or have responsibility for (the "Alternative Completion Plan"); and

WHEREAS, as a result of the mediation, the City, URS and LFA are desirous of setting forth their agreement as to the resolution and mutual release of claims between the parties and the consideration for accomplishing same.

NOW THEREFORE, the parties agree as follows:

1. URS, including LFA's contribution, shall pay the City a combined total of FIVE HUNDRED THOUSAND and 00/100 DOLLARS (\$500,000.00). URS further agrees to provide in-kind services to the City as set forth in further detail in paragraph 6 below.

2. The City agrees to pay URS' outstanding invoices 3539928, 3586467, and 3630469, for services provided through October 1, 2008 totaling \$ 518,451.74 and invoice 3841499 for the period from October 1, 2008 through March 24, 2009 that are unrelated to URS's and LFA's mediation costs totaling \$340,598.34 for a grand total of \$859,050.08.

3. URS and LFA agree to forego payment for services related to the mediation and engineering workshop in the amount of \$262,740.64, as further broken down in Exhibit 5 attached hereto.

4. Payment of the agreed amount of \$500,000.00 by URS, including LFA's contribution, will be made to the City on or before twenty calendar days after this Settlement Agreement and Release of Claims is fully executed.

5. Payment of outstanding URS invoices shall occur on or before twenty calendar days after this Settlement Agreement and Release of Claims is fully executed. Payment of future invoices for services related to the BWARI and/or BWOAS projects will be made as per the parties' Agreement for Professional Services dated July 18, 1997.

6. URS agrees to provide certain in-kind services free of charge to the City for the design of a Stop Log Structure at the Influent Junction Chamber on the Southerly WWTP site. URS shall provide these services in accordance with a separately executed agreement with the City in the form that is attached hereto as Exhibit 4.

7. In consideration of the promises and covenants herein, the City does for itself and for its successors and assigns, release, dismiss, remise, quitclaim and forever discharge URS,

LFA, their parents, subsidiaries, insurers and affiliated entities and each of their successors, assigns, officers, directors, trustees, employees, of and from any claims, demands, causes of actions, third party claims, indemnity claims, judgments, liabilities and executions of every name and nature, whether arising at law or in equity, under common, state or federal law, which the City or its successors and assigns, ever had, now have or may have, suspected or unsuspected, whether now known and that may hereinafter become known, arising out of or related to the City's Claims and any claims related to or arising out of the Alternative Completion Plan, excepting any claim to enforce this Settlement Agreement and Release of Claims and the mutual promises and agreements reflected herein (the "City's Released Claims").

8. In consideration of the promises and covenants herein, URS and LFA do for themselves and for their successors and assigns, release, dismiss, remise, quitclaim and forever discharge the City and its successors, assigns, insurers, officers, directors, trustees, employees, of and from any claims, demands, causes of actions, third party claims, indemnity claims, judgments, liabilities and executions of every name and nature, whether arising at law or in equity, under common, state or federal law, which URS and/or LFA or their successors and assigns, ever had, now have or may have, suspected or unsuspected, whether now known and that may hereinafter become known, arising out of or related to the URS and/or LFA Claims, excepting any claim to enforce this Settlement Agreement and Release of Claims and the mutual promises and agreements reflected herein (URS' and LFA's Released Claims"). The City's Released Claims and URS's and LFA's Released Claims shall hereinafter collectively be referred to as the "Released Claims".

9. The parties acknowledge and agree that there are no admissions of liability by any party to this Agreement, this being an agreement to settle a bona fide dispute between the parties.

10. The parties agree that the terms of this agreement shall be kept confidential, that there shall be no disclosure of the terms to third parties without the express written authority of all parties or upon the order of any Court, or as otherwise required by law, and that the parties agree to not disparage the other to third parties with respect to the services or work provided by URS and/or LFA for the Project. With respect to inquiries by third parties regarding the performance of either party on the Project, a general statement in response shall be limited as follows:

- regarding issues with URS and/or LFA – that there were issues which were resolved in mediation.
- regarding issues with the City – that there were issues which were resolved in mediation.

11. The City acknowledges and agrees that any assessment of URS's or LFA's performance on the Project will not be considered by the City in its evaluation of future proposals that URS or LFA may submit to the City for consideration on future projects. The City agrees that this settlement, and the matters encompassed by this settlement, shall not have any effect on URS and/or LFA with respect to existing or potential City projects.

12. 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 whatsoever against each other, relating to the Released Claims.

13. It is understood and agreed that this Release is a complete compromise of all Released Claims by and between the Parties as set forth above and that this Release is intended to and shall constitute a full accord and satisfaction of the Parties' rights and obligations with respect to such Released Claims.

14. 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.

15. Each party shall bear its own attorneys fees and shall pay respective court costs.

16. The invalidation of any provision contained in this Release shall not affect the validity of any other provision.

17. This and a certain global release dated May ____, 2009 by and between the parties hereto, H.R. Gray Associates, and JDMT constitute the entire integrated agreement between the parties with respect to this dispute and the mediation that occurred on February 17-20, 2009.

18. The parties further declare that they have thoroughly read the foregoing Settlement Agreement and Release Of Claims, that they have at all times been represented and advised by legal counsel in these matters, that they voluntarily accept the above-designated consideration and fully agree to the terms and provisions of this Settlement Agreement and Release Of Claims, that they have full authority to enter into and sign this Settlement Agreement and Release Of Claims, and that they have signed this Settlement Agreement and Release Of Claims as their own free act and deed for the purposes herein expressed.

19. The parties finally agree that this Settlement Agreement and Release of Claims may be executed in counterparts.

IN WITNESS WHEREOF, The City of Columbus, Ohio, URS Corporation–Ohio and Lachel Felice & Associates hereunto set their hands on this ____ day of May, 2009.

The City of Columbus, Ohio

By:_____
(print name)

Its:_____
(title)

URS Corporation-Ohio

By:_____
(print name)

Its:_____
(title)

Lachel Felice & Associates

By:_____
(print name)

Its:_____
(title)

BWARI

The City of Columbus' Claims Against URS

1. All Claims arising out of or related to work or services associated with the Corrosion Protection Lining (“CPL”) and/or covered by Specification section 09900, including but not limited to claims related to:
 - i) Additional Linabond Inspectors;
 - ii) Linabond Surface Prep;
 - iii) Non-installed PVC Sheets;
 - iv) URS/LFA/HRG Costs for Linabond;
 - v) Training and Certification;
 - vi) Sheets and Activation;
 - vii) Linabond Installation;
 - viii) Seams and patching;
 - ix) Fees paid to URS related to Linabond installation;
 - x) Fees paid to Corrosion Probe, Inc.;
 - xi) Payments to JDMT; or
 - xii) Attorneys fees.
2. Costs for repair work on first half of tunnel.
3. Costs for new Corrosion Protection system on second half of BWARI tunnel and all of BWOAS tunnel.
4. Fees and costs paid to Kurt Dettman and/or Constructive Dispute Resolutions.
5. Any OEPA Consent Order fines.
6. Drop Shaft Re-design.
7. Access Manhole Covers.
8. Shaft 8 Site restoration.
9. Mason’s Barge relocation.
10. Settlement of Mason’s Lawsuit.

BWARI

URS' Claims Against the City of Columbus

1. Payment on the three invoices that are presently being processed by the City. They are:
 - i) Invoice no. 3539928
 - ii) Invoice no. 3586467
 - (iii) Invoice no. 3630469
2. Reservation of rights to pursue engineering costs, fees and expenses incurred directly by URS for participation in the facilitation process if it is not successful.

BWARI

Lachel Felice & Associates'' Claims Against the URS/City of Columbus

1. Payment of LFA's share of the three URS invoices that are presently being processed by the City. They are:
 - (i) Invoice no. 3539928
 - (ii) Invoice no. 3586467
 - (iii) Invoice no. 3630469
2. Reservation of rights to pursue engineering costs, fees and expenses incurred directly by LFA for participation in the facilitation process if it is not successful.

AGREEMENT TO PROVIDE IN-KIND SERVICES

The parties to this Agreement are The City of Columbus, Ohio (the "City") and URS Corporation-Ohio ("URS").

W I T N E S S E T H

WHEREAS, 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" and

WHEREAS, URS entered into a subconsultant agreement with Lachel Felice & Associates (formerly Lachel & Associates and referred to hereinafter as "LFA"); and

WHEREAS, the City entered into a contract with JayDee, Michels, Traylor Joint Venture ("JDMT") whereby JDMT agreed to undertake the construction for the BWARI Project including the Corrosion Protection Liner ("CPL") system that was specified therein; and

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

WHEREAS, during the construction phase of the BWARI Project, a dispute arose between the City and JDMT related to the installation of the CPL; and

WHEREAS, 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; and

WHEREAS, the parties, along with JDMT, LFA and Linabond, conducted a mediation on February 17-20, 2009; and

WHEREAS, as a result of the mediation, the City, URS and LFA agreed to settle their respective claims with one of the terms of said settlement to be the provision by URS of certain in-kind engineering services for which the City will not be obligated to pay; and

WHEREAS, the City and URS agreed that the terms of that agreement for in-kind services would be set forth in a separate document and attached to the Settlement Agreement as an exhibit thereto.

NOW THEREFORE, the City and URS agree as follows:

1. URS will provide Engineering Services in connection with the design of a Stop Log Structure at the Influent Junction Chamber on the Southerly WWTP site at no cost to the City.
2. The scope of services (the "Entire Scope") is as contained in the attached Exhibit 1.
3. This constitutes the entire integrated agreement between the parties with respect to this Agreement To Provide In-Kind Services and supersedes, trumps and overrides any language in the Professional Engineering Services Agreement dated July 18, 1997 between the City and URS that is in conflict with the language contained herein as it relates to the Entire Scope or URS' professional responsibility with respect to same.
4. The parties further declare that they have thoroughly read the foregoing Agreement To Provide In-Kind Services, that they have at all times been represented and advised by legal counsel in these matters, that they voluntarily accept the above-designated consideration and fully agree to the terms and provisions of this Agreement To Provide In-Kind Services, that they have full authority to enter into and sign this Agreement To Provide

In-Kind Services, and that they have signed this Agreement To Provide In-Kind Services as their own free act and deed for the purposes herein expressed.

5. The parties finally agree that this Agreement To Provide In-Kind Services may be executed in counterparts.

IN WITNESS WHEREOF, The City of Columbus, Ohio and URS Corporation–Ohio hereunto set their hands on this ____ day of May, 2009.

The City of Columbus, Ohio

URS Corporation-Ohio

By:_____
(print name)

By:_____
(print name)

Its:_____
(title)

Its:_____
(title)

**CITY OF COLUMBUS
BWARI / IJC STOP LOG STRUCTURE**

URS SCOPE OF SERVICES

URS Corporation (“ENGINEER”) shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all preliminary plans, designs, drawings, specifications, bid documents and other services furnished for the City of Columbus (“CITY”) by the ENGINEER. The ENGINEER shall perform professional design services herein stated which includes typical civil engineering for design, structural, environmental and other approved supplemental services incidental thereto.

The ENGINEER shall provide such professional design services as may be necessary to accomplish the work required to be performed and shall at ENGINEER’S cost, furnish all necessary competent personnel, equipment, and materials to perform the work.

1. GENERAL

This Project consists of providing detailed design plans and specifications required for the construction of a Stop Log Placement Structure to be incorporated adjacent or near the existing Influent Junction Chamber (IJC) at the Southerly WWTP. The purpose of the new structure is for placement of Stop Logs to control flow from the BWARI tunnel. ENGINEER will give first consideration to using the Stop Logs supplied with BWARI and BWOAS Projects. If these Stop Logs cannot be used for this purpose, then ENGINEER will provide design for new Stop Logs. The maximum head that could be realized on the Stop Logs and the maximum safe operating condition will be determined and considered in the design. The top of concrete of the Placement Structure will be at the top of the IJC and covered with a precast concrete lid of similar design to precast lids incorporated in the IJC. No Stop Log storage (design) will be necessary.

The Project shall be designed for one Contractor as a modification to an existing contract. The Project will require engineering services during the construction phase, consisting of shop drawing reviews, M&O/installation instructions review, responding to Request for Information (RFI) from the Contractor, and preparation of Request for Proposals (RFP) (if modifications to the design are necessary during construction). Record Drawings will also be provided at the conclusion of construction.

- 1.1 Consult with the CITY to determine the requirements for the Project.
- 1.2 Review the concept and schedule for the Project.
- 1.3 Become knowledgeable of and conform to the CITY’s requirements for the format for plan development namely but not limited to the Design Plans, Specifications, and Record Drawings.
- 1.4 ENGINEER does not anticipate and has not provided for design reports, geotechnical investigations, construction management services, resident project representation services, field surveys, coordination/permitting with any regulatory or funding agencies, or any supplemental services not specified herein.

2. DESIGN REPORT: Not Included in Scope of Work.

3. FIELD SURVEY: Not Included in Scope of Work. Existing Record Drawings and other available project documentation will be used as the basis of the Project design.

4. **GEOTECHNICAL INVESTIGATION:** Not Included in Scope of Work. Available project documents provided by the City will be utilized as the basis of the design of this Scope of Work. URS is permitted to reasonably rely on the accuracy and completeness of all documents provided by the City unless otherwise provided for in this Scope of Services.

5. **DRAWINGS AND SPECIFICATIONS FOR STOP LOG PLACEMENT STRUCTURE**
 - 5.1 ENGINEER will inspect the site of the work, evaluate flows into the IJC, and design a new Stop Log Structure to provide flow control from the Portal/Shaft 1 to the IJC. Storage of stop logs is not a part of this Scope of Work. Stop logs will be stored at the Southerly Wastewater Treatment Plant. Stop log structure design will include a 6'X8' opening for equipment access as well as a standard manhole opening for personnel.
 - 5.2 Design means for conveying flow through flume or pressure pipe or bypass pumping operation to allow work in the existing 14'-8" x 14' box structure while flow controls are in operation.
 - 5.3 The CITY shall provide all electronic AutoCAD record drawings of the existing IJC and existing Box Structure. The data on these record drawings is considered representative of existing conditions and will be the basis of the design of this Scope of Work.
 - 5.4 Prepare detail drawings in accordance with Procedures and Standards for Creation and Submittal of Sewer Drawing Plans, to show the detail and scope of work for the Project herein called "Drawings". Concise specifications in the Construction Standards Institute format shall be provided for all construction items. Existing specifications used on other work at the Southerly WWTP may be used for the Project work if such existing specifications are determined to be acceptable for the work.
 - 5.5 All topography and planimetric features within sixty feet from the center line of the stop log structure shall be shown on the "Drawings" based on existing record drawings and supplemented with spot elevations if necessary.
 - 5.6 Show all public and private utilities located within the Project limits. URS's responsibility for this task is limited to properly showing on the drawings such utility information as is (i) readily observable from non-invasive field observation, or (ii) available from public sources. URS' scope of work does not include any work associated with independently identifying the location of utilities.
 - 5.7 Identify and incorporate special construction items and details affecting the construction.
 - 5.8 Provide coordinates for the structure and appurtenances.
 - 5.9 Prepare, distribute to the CITY and perform quality assurance/quality control reviews at the 50% and 95% design stages of the Project.
 - 5.10 Upon receipt of comments from the CITY and other affected agencies, ENGINEER shall make such modifications as needed to satisfy the comments from the CITY and others. Check Prints are to be returned at this time to allow CITY to see how their comments have been addressed. Provide a fact sheet describing how review comments were addressed.
 - 5.11 Upon completion of the construction plan development, submit four (4) copies of the "Drawings" and technical specifications to the CITY, along with a digital file in accordance with the City's Procedures and Standards.
 - 5.12 Upon CITY approval of the Project, furnish the CITY with an itemized estimate of the cost of construction for the Project and an estimated time/schedule for the Contractor's work.

6. **BID DOCUMENTS / CONSTRUCTION PROCUREMENT.**

- 6.1 Review with the CITY their requirements and format, to allow the CITY to negotiate pricing for the work with existing Contractors on site at the Southerly WWTP.
- 6.2 Assemble a set of documents in an RFP format required by the CITY including all drawings, specifications, proposal documents, and enclosures complete, for review by the CITY. Upon approval and direction by the CITY, the ENGINEER shall deliver up to ten (10) complete sets of documents to the CITY for negotiating the Project with existing construction contractors for pricing.
- 6.3 Respond to questions from contractors on the drawings and specifications. Prepare and distribute all records of emails, faxes, and telephone conversations with the contractors.
- 6.4 If requested by the CITY, assist the CITY with an analysis and recommendation concerning the lowest and best proposal.
- 6.5 The ENGINEER will attend and provide consultation at the Project's preconstruction meeting, if requested by the CITY.

7. **ENGINEERING SERVICES DURING CONSTRUCTION.**

- 7.1 The ENGINEER shall provide professional engineering review and approval of all shop drawings and M&O/installation instructions submitted by the Contractor. The review shall be performed in a timely manner.
- 7.2 The ENGINEER shall respond to Requests for Information from the Contractor. The review and response shall be performed in a timely manner.
- 7.3 The ENGINEER shall provide attendance at construction progress meetings as requested by the CITY.
- 7.4 The ENGINEER shall, when requested by the CITY during construction, provide written interpretation of any Project specification.
- 7.5 The ENGINEER shall provide Request for Proposal and Change Order services by providing the scope of work, independent cost estimates, negotiation assistance and recommendations.
- 7.6 The Contractor and Construction Manager shall maintain a field set of drawings indicating the as-built conditions to be utilized in preparation of record drawings that are to be turned over to the CITY and ENGINEER at the conclusion of the Project work.

8. **RECORD PLAN DRAWINGS.**

The ENGINEER shall provide the technical personnel necessary to fully prepare record plan drawings using the submitted set of field construction drawings, field notes, and progress plan data furnished by the CITY. All survey information to be used for record plan purposes shall be provided by the field personnel performing construction inspection services. All record plan drawings shall be created in accordance with "Procedures and Standards for Creation and Submittal of Sewer Drawing Plans" manual. Tracings of all drawings and .TIF images of the drawings on portable media shall be provided to the CITY.