



**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
VILLAGE OF MADISON, OHIO
AND
URS CORPORATION, NEVADA**

THIS AGREEMENT ("Agreement") for Professional Services, (together with the attachments hereto) dated and effective as of January 1, 2014 (the "Effective Date"), is hereby made and entered into by and between Village of Madison, Ohio, (hereinafter "Client") having a place of business located at Village Hall, 126 West Main Street, Madison, Ohio, 44057, and URS Corporation, a Nevada corporation (hereinafter "Consultant") having a place of business located at 1375 Euclid Avenue, Cleveland, Ohio, 44115. 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 forty-five (45) 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.

2.2 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 Except as otherwise provided by law, 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.

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.

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. Client shall require Consultant to be named as an additional insured along with Client on any liability insurance policies provided by Client's construction contractors.



6. INSURANCE

6.1 Consultant and Client each waive all rights of recovery and subrogation against each other with respect to a loss occurring to property of the other, to the extent that such waivers do not invalidate the property insurance of either.

6.2 Upon Client's written request, Consultant shall maintain during the performance of Services under a Work Authorization the following insurance coverage:

- a) Workers' Compensation for statutory limits in compliance with the applicable state and federal laws, and Employer's Liability with a limit of \$1,000,000;
- b) Commercial General Liability including Products and Completed Operations, Contractual Liability and Broad Form Property and Personal Injury Liability with a combined single limit of \$1,000,000 per occurrence and in the aggregate;
- c) Automobile Liability Insurance with a combined single limit of \$1,000,000 for bodily injury and property damage with respect to vehicles either owned, non-owned, and leased by Consultant in the performance of Services under the Agreement.
- d) Professional Liability Insurance in the amount of \$1,000,000 per claim and in the aggregate.

6.3 If requested, Client and Consultant shall each furnish to the other duly executed certificates of insurance, indicating that policies with respect to the aforementioned insurance have been issued and that such policies contain provisions regarding prior notification of cancellation.

7. INDEMNITY

7.1 Each Party shall indemnify, defend and save the other Party, its officers, directors, employees and affiliates harmless from any loss, cost or expense claimed by third parties, excluding employees of either Party, 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 the indemnifying Party, its employees or affiliates in connection with the Services.

7.2 The indemnity and save harmless obligations of Consultant and Client under this Article 7 shall not apply with respect to any Hazardous Material, as Consultant's and Client's rights and obligations with respect thereto are set forth in Article 10.

8. WAIVER OF CONSEQUENTIAL DAMAGES

8.1 Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Client nor Consultant shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Consultant hereby releases Client and Client hereby releases Consultant from any such liability.

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 written 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 known 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.

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. TERM

15.1 Unless otherwise specified, the term of this Agreement shall run from January 1, 2014 through December 31, 2014, until Consultant has completed the Services and received all payments due under the Agreement.



16. GENERAL

16.1 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.

16.2 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.

16.3 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.

16.4 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).

16.5 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.

16.6 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.

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

16.8 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.

16.9 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.

16.10 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.



17. ATTACHMENTS AND EXHIBITS

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

Attachment 1 – Work Authorization

Attachment 2 – Village Engineering Services, Rate Structure and Rate Table - 2014

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 Madison, Ohio

By: 
(Signature)

Name: John S. Britton, Jr.
(Printed)

Title: Mayor

URS Corporation

By: 
(Signature)

Name: Dana Mitchell, RA
(Printed)

Title: Vice President



Village of Madison
Village Engineer Services
Rate Structure and Rate Table – 2014

Based on our understanding that utilization of engineering services would be workload dependent, URS proposes a two-tiered fee structure for the Village Engineering Services.

The first tier would be a fixed monthly retainer. Even with no projects forthcoming, the Village Engineer is an important member of the administrative team. Whether planning projects, coordinating work efforts, discussing budgetary items, or strategizing the implementation of Village initiatives and/or policies, the Village Engineer needs to be engaged with the administrative team. We believe a specific amount of time is required for such important team integration and coordination. In addition, the Village Engineer would attend, as requested, Village Council and/or Planning Commission meetings. Please note below the services included with the retainer.

Retainer – Village Engineer -\$1,350/Month

Services include:

The Village Engineer will be available to attend, upon request, at Council, Planning, Board of Zoning Appeals, and other public, legislative or administrative meetings, covering up to 5 total meetings each month; The Village Engineer may be requested to provide periodic progress reports of projects, under the Village Engineer's direction, including, but not limited to, the condition of a given project and expected future work on the project, and any other matters of interest regarding a given project requested by the Mayor, Village Administrator or Village Council; The Village Engineer will be made available to the Administrative staff, and Council under the direction of the Mayor, for initial consultation and site inspection if needed of potential projects within the Village, such projects may include private, public, or general engineering related concerns of the infrastructure with authorized Village personnel, providing such consultation does not require preparation of a study, detailed plans or further field investigations; The Village Engineer may be requested to prepare estimates for planning budgets of engineering and/or technical services for use by the Mayor; One time during the Village Engineering term, the Village Engineer will provide at his office, open to Village Staff, including Council, a short seminar related to Public Grants that may be available during the year and would be suggested for application. The seminar is intended to develop strategy for future projects, current projects, and projects of opportunity. The actual writing of grants and application will be performed as part of an actual project within the Village.



The second tier is based on the following rate table and would be used on a project-by-project basis. For a given project expected to exceed \$5,000.00 in engineering fees, outside the duties included in the Retainer, the Village would be provided a general outline identifying the scope of services, the estimated engineering fees, and the proposed project schedule. The contract included for your consideration is a "work-order" type contract that allows a project to be added without the need for a separate contract. Invoices will be submitted on a monthly basis following the services provided with a fee based on the rate table below. The contract outlines specific terms and conditions that protect the Village of Madison as well as URS. The proposed rate table is as follows:

Rate Table:

Professional Engineer.....	\$100/Hour
Graduate Engineer.....	\$75/Hour
Professional Architect.....	\$94/Hour
Designer.....	\$65/Hour
Construction Inspector.....	\$55/Hour
Landscape Architect.....	\$75/Hour
Survey Crew –	
One Man Crew.....	\$75/Hour
Two Man Crew.....	\$100/Hour

The employee classifications listed above are those typically involved in Village Engineering services. Additional employee classifications with associated rates are available upon request.

The following includes, but is not limited to, the services available from our office to serve the Village of Madison: – Water, Wastewater and Stormwater, Electrical, Mechanical, HVAC & Structural, Roadway & Bridge Services including Bridge Inspections and Traffic, Architectural Services, Geo-Technical, Environmental, IT & GIS, CAD Services, Planning, Construction Coordination and Inspection, Survey Services, Landscape Architecture and Park Services.

ADMIN -

\$60 / HOUR