

DATE: MARCH 15, 2010

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN GAMBER, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 37 - 2010

BY: ENVIRONMENTAL COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to sign an agreement with URS to perform a sewer rate study for the City's wastewater system, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to sign an agreement with URS to perform a sewer rate study for the City's wastewater system.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to sign an agreement with URS to perform a sewer rate study for the City's wastewater system. Per Ordinance No. 30 – 2008 the rate study is to be re-evaluated every 2 years. The cost for the sewer rate study is not to exceed Seventeen Thousand Dollars (\$17,000.00) The said contract is attached hereto.

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary that the agreement with URS is signed so the sewer rate study may begin in a timely manner. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS 19th DAY OF April, 2010

ATTEST:

Mary Beth Bailey
MARY BETH BAILEY, CLERK OF COUNCIL

Glenn E. Gamber
GLENN E. GAMBER, PRESIDENT

APPROVED:

April 20, 2010

Francis H. Cicchinelli Jr.
FRANCIS H. CICCHINELLI, JR., MAYOR

I hereby certify that the foregoing ordinance
is a true copy of the original, as passed by
the Council of the City of Massillon, Ohio,
and approved as noted thereon:

Mary Beth Bailey
Clerk of Council

Date 4/19/10



SHORT FORM MASTER AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CITY OF MASSILLON
AND
URS CORPORATION - OHIO

THIS AGREEMENT ("Agreement") for Professional Services, (together with the attachments hereto) dated and effective as of _____ 2010 (the "Effective Date"), is hereby made and entered into by and between the City of Massillon, an Ohio corporation, (hereinafter "Client") having a place of business located at 151 Lincoln Way East Massillon, Ohio 44646, and URS Corporation - Ohio, an Ohio corporation (hereinafter "Consultant") having a place of business located at 564 White Pond Drive Akron, Ohio 44320. 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

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 sole liability to Client for any non-conforming Services shall be to re-perform the non-conforming or defective Services, written notice of which must be promptly given by Client to Consultant. 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. CONSULTANT'S REPERFORMANCE OF DEFECTIVE OR NON-CONFORMING SERVICES THROUGH THE ONE YEAR PERIOD PROVIDED FOR IN THIS ARTICLE 4 SHALL CONSTITUTE COMPLETE FULFILLMENT OF, AND CLIENT'S EXCLUSIVE REMEDY FOR, ALL THE LIABILITIES OR RESPONSIBILITIES OF CONSULTANT TO CLIENT FOR NON-CONFORMING OR DEFECTIVE SERVICES, WHETHER THE CLAIMS OF CLIENT ARE BASED ON DELAY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, INDEMNITY, ERROR AND OMISSION OR ANY OTHER CAUSE WHATSOEVER.

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. To the fullest extent permitted by law, Client shall defend Consultant against any claim, suit or proceeding asserted by one of its other contractors and indemnify, defend and save Consultant harmless from any and all actual or alleged claims and losses (including, without limitation, attorney's fees) sustained by such contractor in connection with the Services, regardless of whether or not any of the foregoing arose out of the negligent acts or omissions of Consultant.

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.

6.2 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.

6.3 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.

6.4 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 Notwithstanding any other provision contained elsewhere in this Agreement to the contrary and to the fullest extent permitted by law, Client shall be liable for and indemnify, defend and save Consultant, its officers, directors, employees and affiliates harmless from and against any and all actual or alleged claims, damages (including incidental, consequential, indirect and special damages), losses, and expenses (including, without



limitation, all penalties, attorney's fees, fines and administrative or civil sanctions arising out of or related to such claim) (collectively "Losses") arising out of: (1) economic loss suffered by third parties; and/or (2) investment decisions of Client or third parties in reliance upon the results of the Services, regardless of whether or not any of the foregoing arose out of the negligent acts or omissions of Consultant.

7.3 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. LIMITATION OF LIABILITY

9.1 Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, in no event shall the total cumulative aggregate liability of Consultant, its subconsultants, and their respective partners, officers, directors, shareholders, employees, and agents (referred to collectively in this Article as "Consultant") to Client resulting from, arising out of or in connection with the performance or nonperformance of any or all Services or other obligations under a Work Authorization, exceed \$250,000 or ten percent (10%) of the compensation paid Consultant pursuant to such Work Authorization, whichever is greater, or extend beyond the expiration of the warranty period under Article 4 for the Services performed under the Work Authorization, regardless of the legal theory under which such liability is imposed. The remedies stated in the Agreement are Client's sole and exclusive remedies for any failure by Consultant to comply with obligations to Client, and Client hereby irrevocably waives any right to assert a claim against Consultant based on a legal theory that a remedy provided herein fails of its essential purpose.

10. HAZARDOUS MATERIAL

10.1 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.

10.2 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.

11. CHANGES

11.1 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.

12. OWNERSHIP OF DOCUMENTS

12.1 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.

13. TERMINATION/SUSPENSION

13.1 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.

14. FORCE MAJEURE

14.1 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.

15. RESPONSIBILITIES OF CLIENT

15.1 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.

15.2 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.

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.



19. 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.

City of Massillon

By: _____
(Signature)

Name: _____
(Printed)

Title: _____

URS Corporation - Ohio

By: _____
(Signature)

Name: Gary J. Hribar

Title: Vice President



TIME AND MATERIALS WORK AUTHORIZATION NO. 001-2010

In accordance with the Agreement for Consulting and Professional Services between City of Massillon ("Client"), and URS Corporation - Ohio an Ohio corporation, dated _____, 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:

Sewer Rate Study and Evaluation of Rate Structure

Client Authorized

Representative:

Michael J. Loudiana

Address:

Municipal Government Annex

Administrative Building

151 Lincoln Way East

Massillon, Ohio 44646

Telephone No.:

330-830-1722

URS Authorized

Representative:

Mark J. Buchenic, P.E.

Address:

564 White Pond Drive

Akron, Ohio 44320

Telephone No.:

330-836-9111

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

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. Payment of \$0.00 is due upon signature of this Work Authorization and will be applied against the final invoice for this Work Authorization. URS charges shall be on a "time and materials" basis and shall be in accordance with the Consultant's Schedule of Fees and Charges in effect at the time the Services are performed. Payment provisions and the Consultant's current Schedule of Fees and Charges are attached to this Work Authorization as Attachment A.

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

Typed Name/Title

Date of Signature

CONSULTANT

Signature

Gary J. Hribar, Vice President

Typed Name/Title

Date of Signature

ATTACHMENT A

Introduction

The URS Team's Project Management and Engineering Services are tailored to each Client's needs. It is our intent to offer these services to the City of Massillon (City) for the successful implementation and timely completion of Sewer Rate Study and Evaluation of Rate Structure Project. URS is a unified team backed by years of relevant experience and supported by deep resources to provide both an efficient and economical work project for the City.

As a result of our previous experience and knowledge with preparing the 2007 Sewer Rate Study and Evaluation of Rate Structure, we are proposing to utilize the same experienced team members to conduct the Sewer Rate Study and Evaluation of Rate Structure for 2010, in order to maintain continuous progress and mutually shared objectives to accomplish the project's goals. All aspects of this project, from the kick-off meeting, developing detailed work plan, conducting research and analysis of the user charge system, preparing reports and recommendations, to presenting our findings to the City Officials and City Council, all have a potential to affect the project stated goals. Our management system is designed to anticipate challenges and resolve them before they become problems.

Project Understanding

Representatives from URS are very familiar with metropolitan wastewater systems that serve both incorporated and unincorporated areas of their community. We understand that the City's wastewater system provides treatment to areas of Massillon, and adjacent unincorporated areas of Jackson, Perry, and Tuscarawas Townships, which are provided sewer service through the Stark County Metropolitan Sewer District. Massillon's WWTP has recently been upgraded to an average daily flow of 15.8 MGD, with a peak flow of 21.5 MGD. URS shall review the City's current sewer rate structure to identify if the current charges are being applied proportionately for flow as well as waste strength to all of its residential, commercial, and industrial users.

The updated sewer rate structure shall provide additional guidance and support for this Ordinance. The current rate system's planning period is out of date and the new planning period shall consist of providing projections of the operations and maintenance expenses for the next 10 years. Since the last rate system was developed in 2007, the City has seen several changes to their residential, commercial and industrial users groups. Therefore, it is appropriate that the City re-evaluates the existing rate system and develop a new rate system to service the City for a new 10 year planning period, which shall also incorporate the major changes to the City's wastewater collection and treatment systems.

Cost Containment

Containing costs involves efficient management of the disciplines responsible for execution of the project. Cost containment begins with assigning experienced, proven personnel to the team, who already have knowledge in performing rate studies and rate structure evaluations. Through the commitment of such staff, URS assures that "learning time" is avoided or minimized and the team focuses on critical issues without loss or waste of time.

At URS, the management of every project follows a formal "Project Work Plan". The Work Plan is a written document prepared at the outset of each project by the Project Manager. Input and/or review by the City is welcomed. The Work Plan identifies the team's key personnel and their responsibilities, outlines the project

goals and objects, details the schedule and deliverables, and sets the budget for each task. Through this methodical, systematic approach, timely and cost-effective services can be assured to all our clients.

Other tools and resources for controlling and containing design costs include URS' Enterprise One Accounting System (E1). This custom-designed applications package provides Project Managers weekly project financial status reports; with labor detail, direct expenses, budget data, etc. With the E1 reports, a Project Manager gets an early "heads up" and is able to take action to avoid instances of design cost overruns.

Completing the Evaluation in a Timely Manner

As shown on the right, there are three principles components that assure URS' ability to provide project services in a timely manner:

Principles of Evaluations

- Familiarity with the City's needs;
- Availability of Staff, and
- The City Expectations

Familiarity with municipal wastewater districts and systems and the City's 2007 Sewer Rate Study are extremely important components, because strong Client knowledge helps accelerate every idea. A cold consultant spends a great deal of the time learning the systems and the tasks performed by various staff. The URS Team is already familiar with the City's Sewer Rate System's needs and requirements, and this will result in time savings.

Staff availability is not a concern with the proposed URS Team. Rate analyses do not typically involve a large number of employees. The key persons involved for this engagement have specific experience in rate projects and are dedicated to meeting an aggressive time schedule.

The **City's expectation** is the chief driving force behind the URS Team's performance. Rate studies are often tied to some other Client objective. Often they are required by funding agencies in mitigation of design and construction of a large project, for the addition to, or merger of utility systems, and/or for simply updating the City's rate structure to meet current/future expenses.

In all instances, the rate work has to be timely to meeting funding deadlines or make things happen. The URS Team has been working in the utilities system management and financing arena for several years and we know what Clients expect; and we deliver.

Project Kick-off

The URS Team involvement will extend beyond conducting research, developing work plan, scheduling, tracking costs, sequencing events and managing progress. Our project focused team, will work with the City on all issues and provide expertise on the proposed sewer rate study, analyzing costs and managing quality throughout the entire project to control the entire process and deliver a project on time, on schedule and with the highest quality for the dollars expended.

Our state-of-the-art computerized systems provide all the tools and processes necessary to complete the project. We believe our past relevant work experience will add significant value to the project. Our well-honed processes and procedures will ensure all information and communication is accurate, timely and appropriate to all project stakeholders.

Communication is an essential element to create a successful project within the required timeframe. URS will be in continuous contact with the City staff to discuss unforeseen conditions that might arise. The City will be notified as soon as possible of any problems that might require their input to minimize potential for

URS

delay. URS shall also keep the City abreast of our progress through continuous phone calls, emails, and meetings, which will include the current status of the project; a description of the work completed the previous period, a summary of any meetings, and where our work will focus in the upcoming weeks. Resolutions to problems that occurred to date will also be summarized, and any unresolved problems will also be addressed.

Meetings with the City will be necessary, first to gather information about the needed improvements, and then as an on-going effort to discuss strategies and report intermediate results. Progress meetings will be held as often as necessary with adjustments as required depending on the activity of the project. URS shall prepare an agenda for each meeting and distribute meeting minutes. The primary purpose of the meetings is to keep everyone informed of the status of the project and to address all issues in a timely manner.

Financial Review and Rate Study Analysis

Independent financial reviews and rate study analysis typically serve several purposes. Some of the objectives of undertaking this project are:

- User charges that will produce sufficient revenues to cover operating costs and other revenue requirements.
- The City's rate structure results in an equitable allocation of capital costs between current and future users of the utility assets.
- Costs for services are allocated to utility customer classes in a fair and equitable manner.
- Proposed rates/charges are applied proportionally in terms of both flow volume and waste strength to all customers.
- Billing and collection procedures are effective and produce adequate cash flow.
- Any inter-local agreements for services with adjoining townships or other districts are reviewed and updated with the analysis.
- Miscellaneous charges such as sewer tap-in fees, delinquent payment charges, turn-on and turn-off charges and similar fees are adequate under the new rate design.
- A rate model will be created that can be manipulated and modified by staff in the future.

Project Approach

As the desired schedule for this project is aggressive, communication between URS and the City will be extremely important. The City must assign a contact person with whom URS will direct all questions and requests. In order to save time and allow URS to devote more effort to analyzing the various rate alternatives, the City should get together financial records (electronic form if possible) for the previous five years, plus electronic records of each customer account (relative to the amount of water use and classification only).

URS will provide a detailed list of items for the City to gather prior to a kick-off meeting. URS and the City will briefly review the data at the meeting – and URS will determine if additional information is required. After the meeting, URS will thoroughly review the material and may have additional questions / requests as the process continues.

URS will work closely with the City's contact person to make sure the City's requirements are being met. In addition to the scope of services requested in the RFP, we have some additional clarifications as follows:

- URS shall request that the City gather all financial information required for the analysis.
- Evaluate existing historical records of revenues and costs for the previous five years if available. Based on past experience, less data will be unreliable when trying to forecast future flows/customers.
- Sort the accounts by water use and determine the largest customers – in order to see the impacts of each major customer type with varying rate structure. This is important to see how each class of customers is affected by different rate structure (i.e. uniform rate vs. decline block rate, etc.).
- Examine the equity of charges by customer type, including analysis of commercial and residential customer charge differentials.
- Compare the City's cost for services with other nearby and similar utilities. This includes not only sewer user charges, but also capacity fees (if any), and tap fees (if any).
- Recommend any changes required to the Sewer Rate Schedule to cover the actual costs of sewer-system improvements or required capacity expansions (including capacity fees and/or tap fees as appropriate).
- Review WWTP operating records and major industrial users effluent compositions (from the City) to determine if a high strength waste load surcharge should be implemented.
- Recommend draft revisions of the City's current rate structure and include in a written report.
- Attend up to 3 meetings with City staff to discuss rate structure and recommendations. Separate meetings with individual residential/commercial/industrial users will be additional services and only if authorized by the City.

Schedule

URS understands the City's urgency to complete this Sewer Rate Study as dictated in the Request For Proposal. URS can meet the required schedule as outlined in the Request For Proposal and submit the written draft report to the City Engineer within one month from Authorization to Proceed, and after the City has reviewed the draft report, URS shall submit the final study within one month.

Quality Assurance

At the outset of the project, our Project Manager will prepare a **Quality Control/Quality Assurance Work Plan**, which identifies key points of the project development where quality assurance checks are to be made. Our Quality Assurance officer will have the responsibility to monitor the work plan and confirm the reviews are occurring as scheduled and any concerns raised are being resolved to the initial design and design review's satisfaction. URS takes Quality Assurance seriously!

All formal Quality Control Reviews result in comments recorded on comment sheets. Each comment is responded to by the appropriate individual in a response column on the comment sheet. This documentation, along with Quality Assurance Audit Reports, are filed in the quality assurance file, which is part of every project central file. URS Quality Control Plan sees that the City receives thorough and accurate documents and reports prepared in formats consistent with the Department's guidelines. We will encourage the City to perform periodic and unannounced audits of our quality control program.

Commitment

The URS Project Team is committed to providing the City of Massillon the very best in completing the 2010 Sewer Rate Study and Evaluation of Rate Structure and look forward to proving that on this project assignment. We have the people, the tools and the desire, we ask only for the opportunity!

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City of Massillon - Sewer Rate Study and Evaluation of Rate Structure

Estimate of Hours

Base Design Costs	Project Principal		Project Manager		Technical Support		QA/QC Support		Project Engineer		Clerical / Administration		Lump Sum Costs	Total hours	Direct Labor Cost
	hours	per hour subtotal	hours	per hour subtotal	hours	per hour subtotal	hours	per hour subtotal	hours	per hour subtotal	hours	per hour subtotal			
1 - Kick-Off Meeting	1	\$65.00	4	\$140.00	0	\$0.00	0	\$0.00	4	\$100.00	1	\$22.00	\$25.00	10	\$327.00
2 - Review Historical Records	0	\$0.00	2	\$70.00	0	\$0.00	0	\$0.00	6	\$150.00	0	\$0.00	\$25.00	8	\$220.00
3 - Make Projections for 10-Year Planning Period	0	\$0.00	4	\$140.00	0	\$0.00	0	\$0.00	4	\$100.00	0	\$0.00	\$0.00	8	\$240.00
4 - Review Historical Expenditure Records	0	\$0.00	2	\$70.00	0	\$0.00	0	\$0.00	4	\$100.00	0	\$0.00	\$25.00	6	\$170.00
5 - Make Projections for Operation and Maintenance for 10-Year Period	0	\$0.00	3	\$105.00	0	\$0.00	0	\$0.00	6	\$150.00	0	\$0.00	\$0.00	9	\$255.00
6 - Make Projections for Capital Projects for 10-Year Period	0	\$0.00	3	\$105.00	0	\$0.00	0	\$0.00	4	\$100.00	0	\$0.00	\$0.00	9	\$255.00
7 - Incorporate WPCLF Loan Debt Service into Projections	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	4	\$100.00	0	\$0.00	\$0.00	4	\$100.00
8 - Investigate/Make Recommendations for Upgrade and Expansion	0	\$0.00	4	\$140.00	1	\$50.00	0	\$0.00	6	\$150.00	0	\$0.00	\$25.00	11	\$350.00
9 - Develop Projection of Annual Revenue and Expenses with no Adjustments	0	\$0.00	4	\$140.00	1	\$50.00	0	\$0.00	8	\$200.00	0	\$0.00	\$0.00	13	\$400.00
10 - Develop Projection of Annual Revenue and Expenses with Rate Adjustments	0	\$0.00	8	\$280.00	1	\$50.00	0	\$0.00	8	\$200.00	0	\$0.00	\$0.00	17	\$540.00
11 - Obtain and Compare Sewer Rates with Similar Area WW Utilities	0	\$0.00	4	\$140.00	1	\$50.00	0	\$0.00	4	\$100.00	0	\$0.00	\$0.00	9	\$300.00
12 - Investigate and Report on Changing the Rate Structure for Volume Basis	0	\$0.00	4	\$140.00	1	\$50.00	0	\$0.00	4	\$100.00	0	\$0.00	\$25.00	9	\$300.00
13 - Investigate and Report on Current High Strength Surcharges	0	\$0.00	8	\$280.00	0	\$0.00	0	\$0.00	8	\$200.00	0	\$0.00	\$50.00	16	\$480.00
14 - 4 Separate Meetings w/ Individual Users (Only if Authorized)	0	\$0.00	8	\$216.00	0	\$0.00	0	\$0.00	6	\$150.00	0	\$0.00	\$0.00	12	\$360.00
15 - Meet with the City and City Council (2 Meetings)	1	\$65.00	2	\$70.00	0	\$0.00	2	\$90.00	6	\$150.00	1	\$22.00	\$25.00	12	\$397.00
16 - Submit Draft Report	0	\$0.00	2	\$70.00	0	\$0.00	0	\$0.00	6	\$150.00	1	\$22.00	\$25.00	9	\$242.00
17 - Final Report	2	\$130.00	2	\$70.00	2	\$120.00	4	\$180.00	6	\$150.00	1	\$22.00	\$0.00	17	\$672.00
18 - QA/QC															
TOTAL BASE DESIGN COSTS															

Item 14 shall only be utilized if authorized by the City of Massillon in writing.

Direct Labor Total	\$5,988.00
Multiplier	2.8
Loaded Labor Total	\$16,766.40
ODC's	\$300.00
Total Fee	\$17,066.40