

RESOLUTION NO. 52-2026

Introduced by Tom Harris

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH OHM ADVISORS FOR PROFESSIONAL ENGINEERING DESIGN AND SURVEYING SERVICES RELATING TO LAKE ERIE PARKWAY CONNECTOR PROJECT (ERI-LAKE ERIE PARKWAY CONNECTOR; PID 125500) IN THE AMOUNT OF ONE HUNDRED TWO THOUSAND SEVEN HUNDRED THIRTY AND XX/100 DOLLARS (\$102,730.00)

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to accept the proposal and enter into an agreement with OHM Advisors for professional engineering design and surveying service services relating to the Lake Erie Parkway Connector Project (ERI-Lake Erie Parkway Connector; PID 125500) in the amount of One Hundred Two Thousand Seven Hundred Thirty and XX/100 Dollars (\$102,730.00) , a copy of which agreement is attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.

ATTEST: *Jeri Wellkener*
Clerk of Council

Monty Tapp
Monty Tapp, Mayor

ADOPTED: 23 JUN 2026





June 8, 2026

Mr. Stuart Hamilton
City Manager
City of Huron
417 Main Street
Huron, OH 44839

RE: Proposal for Professional Services (Revised)
ERI-Lake Erie Parkway Connector
ODOT PID No. 125500

Dear Mr. Hamilton:

OHM Advisors (OHM) is pleased to submit this Proposal for Professional Services supporting the above-referenced project. Our proposal outlines the work efforts necessary to complete the design of the ERI-Lake Erie Parkway Connector project outlined in your Request for Qualifications (RFQ).

To facilitate your review, our Proposal is organized as follows:

- ▼ Statement of Understanding
- ▼ Scope of Services
- ▼ Schedule
- ▼ Compensation
- ▼ Clarification and Assumptions
- ▼ Client Responsibilities
- ▼ Additional Services
- ▼ Authorization and Acceptance

We thank you for this opportunity and are excited to continue to work with the City of Huron to provide professional services associated with the ERI-Lake Erie Parkway Connector project. Should you find our proposal acceptable, please sign the attached Proposal and provide a full copy to us for our files. Should you have any questions or comments, please contact me directly at 216.704.4025 or Russ.Critelli@ohm-advisors.com.

Sincerely,
OHM Advisors

A handwritten signature in black ink, appearing to read 'Russ Critelli', written over a horizontal line.

Russ Critelli, PE, PMP
Principal

A handwritten signature in black ink, appearing to read 'Timothy J. Bock', written over a horizontal line.

Timothy J. Bock, PE
Project Manager

Encl: Proposal

OHM Advisors

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Statement of Understanding

We understand the City is proposing to construct a multi-use path connecting the Lake Shore Electric Trail to the future US 6 Connectivity Corridor Path at Rye Beach Road, a distance of approximately 0.35 miles. The project includes a concrete and asphalt path along Lake Erie Parkway and updated curb ramps and crosswalks for improved accessibility and connectivity. In addition, proposed lighting will be included with the project. The City is receiving funding through the Ohio Department of Transportation's (ODOT) Transportation Alternatives Program (TAP) up to \$533,000.

OHM will utilize and follow ODOT current standard documents and procedures in the performance of this scope of services. The following standard documents shall be incorporated by reference into the scope of services for the project:

- Location and Design Manual – Volume 1 – Roadway Design
- Location and Design Manual – Volume 2 – Drainage Design
- Location and Design Manual – Volume 3 – Highway Plans
- Ohio Manual of Uniform Traffic Control Devices (OMUTCD)
- ODOT Construction and Materials Specifications – 2023 Edition (including Supplemental Specifications, Supplements to the Specifications, and Proposal Notes)
- ODOT Standard Construction Drawings (including roadway, hydraulics, and traffic control)
- Traffic Engineering Manual (TEM)
- ODOT Right-of-Way Manual
- ODOT Multimodal Design Guide

The following assumptions were made to complete this scope and fee proposal:

- This proposal includes five plan submissions:
 - Preliminary Right-of-Way
 - Combined Stage 1 & 2 Detailed Design
 - Final Right-of-Way
 - Stage 3 Detailed Design
 - Final Plan Package

Should the City require additional services for Public Involvement, a separate proposal will be provided for this work.

Scope of Services

Our Scope of Services include the tasks required to complete the design as outlined in the LPA Scope of Services dated February 6, 2026, and assist the City with the bidding of the project. Specific tasks to complete this project are as follows:

Task 1 – Topographic Survey

Conduct a topographic survey of the project area using drones and/or field crews. This information will be used to design the proposed improvements and provide the necessary right-of-way and utility information. Specific work efforts include:



1. Limits of Survey:
 - South Side of Lake Erie Parkway from the western terminus of the Lake Shore Electric Trail to the southern property line of Goodwill Industries.
 - Southern and Western portions of the Goodwill Industries property up to Hy-Miler Blvd.
 - Hy-Miler Blvd. cul-de-sac area.
 - Southern and Western portions of the Shell Gas Station (NOVA8516LP) property to the tie-in at Rye Beach Road.
 - Proposed improvements associated with ODOT's Connectivity Corridor project (ERI-US 0006-Connectivity Corridor; PID No. 116570) will also be shown, as necessary.
2. Project Control Benchmarks:
 - GPS Site Control Points: Ohio County Coordinate System (OCCS)
 - Vertical Benchmarks: GEOID 18 and NAD 83 (2011)
3. Existing Centerline and Right of Way – Monumentation Recovery:
 - Research and analysis of existing tax maps, deeds, plats, and surveys
 - Field reconnaissance and recovery of existing centerline and right-of-way monuments
 - Retrace existing centerline and right-of-way lines
4. Field Survey and Base-Mapping
 - Existing Conditions Survey
 - Topographic & Planimetric Features
 - Curb, walk, drive, and pavement locations and material
 - Existing building and structure locations from available GIS data
 - Existing fencing
 - Vegetation: Trees (larger than 12" in wooded areas), stumps, shrubs, flower beds, wood lines, and landscaped areas
 - Located using ODOT field codes
5. SUE Level C – Existing Utilities (gas, electric, telephone, water, storm, or sanitary sewer, etc.)
 - Field observation: Lines marked by the Ohio Utilities Protection Service (OUPS) Utility Members, utility poles, overhead wires, valves, hydrants, pull boxes, cleanouts, drainage, and sewer structures with invert elevations
 - Record Plan Information
 - Obtained from provided construction or as-built drawings
 - Obtained from design OUPS ticket
 - Scaled and "best-fit" into the survey base map
 - Existing Sewer Network
 - Flowline elevations and connectivity of existing storm and sanitary structures and pipes
 - Existing Surface
 - Based on spot elevations and break lines (crown/edge of pavement, curb lines, top/toe of slopes, drainage swales, retaining walls, etc.)

Exclusions:

Physical excavation and/or verification of buried utilities are not included in this survey estimate.

Deliverable

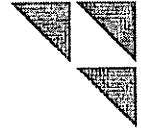
▾ Base Plan

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Task 2 – Stage 1 and 2 Detailed Design

Under this task, we will undertake the development of the Stage 1 and 2 components for the project. Specific work efforts include:

1. Stage 1 and 2 plans including title sheet, schematic plan, typical section(s), general notes (utility information only), plan and profile sheets, cross sections, drive details (if required), maintenance of traffic plans, and pavement marking and signing plan.
2. Utility coordination and documentation.
3. Identify construction limits.
4. Lighting plan.
5. Completion of Airway/Highway Clearance Analysis, if required.
6. Final Post Construction Storm Water Best Management Practices (BMP) design calculations.
7. Drainage calculations, if required.
8. Preparation of the preliminary Engineer's Opinion of Probable Cost.
9. Meeting with City officials to review Stage 1 and 2 items prior to submission to ODOT. Prepare meeting agenda and minutes with findings and action items and distribute to attendees.

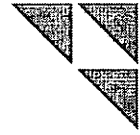
Deliverables

- ▣ Stage 1 and 2 Plans
- ▣ Stage 1 and 2 Engineer's Opinion of Probable Cost
- ▣ Stage 1 and 2 Design Review Meeting Minutes

Task 3 – Preliminary Right-of-Way

Under this task, we will undertake the development of the Preliminary Right-of-Way Plans for the project. Specific work efforts include:

1. Preparation of Preliminary Right-of-Way plans including right-of-way legend, centerline plat, property map, summary of additional right-of-way, and right-of-way detail sheet.
2. Copies of property owner deeds and recorded easements.
3. Sample legal description.
4. The preliminary right-of-way submission assumes a total of two (2) permanent takes and two (2) temporary easements will be required to construct the project.



Deliverables

- ▼ Preliminary Right-of-Way Plans
- ▼ Property Owner Deeds and Easements
- ▼ Sample Legal Description

Task 4 – Final Right-of-Way

Under this task, we will undertake the development of the Final Right-of-Way Plans for the project. Specific work efforts include:

1. Address comments received from the Preliminary Right-of-Way submission.
2. Final Right-of-Way plans, signed and sealed, including plan sheets, centerline plat, signed legal descriptions, and closure calculations.

Deliverables

- ▼ Final Right-of-Way Plans
- ▼ Legal Descriptions
- ▼ Closure Calculations

Task 5 – Stage 3 Detailed Design (If Authorized)

Under this task, we will undertake development of the Stage 3 components of the project. Specific work efforts include:

1. Address comments received from the Stage 1 and 2 submission.
2. Stage 3 plans including the estimated quantities, general summary, general notes, final maintenance of traffic plan, and final pavement marking plan.
3. Determine participation (quantity) splits, if required.
4. Preparation of FAA Form for Airway/Highway Clearance, if required.
5. Update the Engineer's Opinion of Probable Cost.
6. Meeting with City officials to review Stage 3 items prior to submission to ODOT. Prepare meeting agenda and minutes with findings and action items and distribute to attendees.

Deliverables

- ▼ Stage 3 Plans
- ▼ Stage 3 Engineer's Opinion of Probable Cost
- ▼ Stage 3 Design Review Meeting Minutes
- ▼ Utility Coordination Documentation

Task 6 – Final Plan Package (If Authorized)

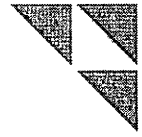
Under this task, we will complete the Plans, Specifications, and Estimate package (PS&E) as required by ODOT. Specific work efforts include:

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1. Address comments from the Stage 3 submission.
2. Complete set of signed and sealed plans.
3. Contract book including legal advertisement, instructions to bidders, bid forms, contract forms and affidavits, prevailing wage (Davis-Bacon) forms, ODOT LPA forms, scope of work, schedule, and other City required forms, as well as the following:
 - LPA Federal Agreement
 - Specification Exclusionary Table
 - SBE Participation Requirements
 - ODOT LPA Template
 - FHWA 1273 Form
 - Utility Notes
4. Signed and sealed estimate using ODOT estimator software.
5. Right-of-Way certification letter.

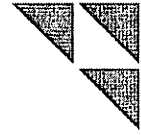
Deliverables

▼ PS&E Package Including the Above Items

Task 7 – Bidding Services (If Authorized)

Under this task, OHM will assist the City with bidding of the project. Specific work efforts include:

1. Prepare and provide to the City an advertisement for bid.
2. Prepare schedule for proposed work, including construction start, substantial completion, and final completion dates.
3. Attend and plan one (1) meeting with the City to review contract documents prior to distribution for bid, if requested.
4. Attend the bid opening.
5. Prepare and evaluate a project bid tab. The bid tab shall include bidding contractors' total project bid and unit price breakdown.
6. Check references and/or qualifications for the three lowest bidding contractors.
7. Provide a recommendation of award.
8. OHM will assist in executing the Contract books including the following
 - i. Create and send out a Notice of Award letter to the awarded Contractor.
 - ii. Coordinate the execution of contract books for the City, Engineer, and contractor.
 - iii. Produce one (1) executed copy of contract documents for the City.
9. If the City does not award the contract, then OHM will communicate that information to the appropriate Contractor(s).



Deliverables

- ▣ Contract Documents
- ▣ Bid Tab
- ▣ Bid Evaluation Letter
- ▣ Executed Contract Documents

Task 8 – Construction Services (If Authorized)

1. Respond to City/ODOT/Contractor questions during construction as required.

Deliverables

- ▣ None

Additional As-Needed Services

Additional as-needed items may arise during the development of the design, which were not anticipated at the time this proposal was prepared. These efforts will not be completed until written authorization has been provided by the City of Huron agreeing to the extra work and the budget allowance for this task will not be used without advanced authorization from the City of Huron. OHM will prepare a Scope of Services and a budget for each item for approval by the City of Huron before proceeding.

Schedule

Project deliverables are based on milestones provided on ODOT’s LPA Scope of Services form and subsequent ODOT LPA Quarterly Meeting. The dates have been adjusted to correspond with the anticipated authorization date.

| Milestone | Date |
|---------------------------------|--------------------|
| Authorized Design Consultant | July 1, 2026 |
| Stage 2 Plans Submitted | September 30, 2026 |
| Preliminary R/W Plans Submitted | September 30, 2026 |
| Final R/W Plans Submitted | November 30, 2026 |
| Stage 3 Plans Submitted | May 1, 2027 |
| PS&E Package to District | August 1, 2027 |
| Sale | March 1, 2028 |
| Begin Construction | June 1, 2028 |

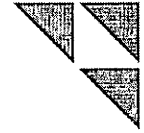
We are prepared to commence work on this project upon receipt of your written authorization to proceed.

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Compensation

OHM Advisors will provide the above-outlined professional services in accordance with the following fee schedule. Our professional services will be performed on an hourly basis.

| Task | Cost |
|--|-------------------|
| Task 1 – Topographic Survey | \$ 13,780 |
| Task 2 – Stage 1 and 2 Detailed Design | \$ 33,500 |
| Task 3 – Preliminary R/W | \$ 12,400 |
| Task 4 – Final R/W | \$ 5,020 |
| Subtotal Basic Services | \$ 64,700 |
| Task 5 – Stage 3 Detailed Design (If Authorized) | \$ 18,250 |
| Task 6 – Final Plan Package (If Authorized) | \$ 10,380 |
| Task 7 – Bidding Services (If Authorized) | \$ 6,000 |
| Task 8 – Construction Services (If Authorized) | \$ 3,400 |
| Total All Phases | \$ 102,730 |

The fee proposal above will be invoiced time and expense not to exceed the above fee.

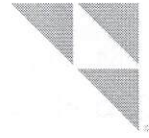
Clarifications and Assumptions

Our Scope of Services was prepared based on the following assumptions:

- ▼ If additional labor effort or change in schedule is required beyond described herein, OHM Advisors will negotiate an amendment with the City of Huron. OHM Advisors will not proceed with additional services without written authorization to proceed from the City of Huron.
- ▼ Meetings shall be conducted in accordance with the Scope of Services as described herein. Additional meetings, not described within our Scope of Services, shall be considered additional services and will be billed on an hourly basis under the Additional Services upon agreement with the City of Huron.
- ▼ Final environmental document will be provided by ODOT.

Client Responsibilities

- ▼ The City of Huron will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes.
- ▼ The City of Huron will provide the following, if available, to assist us with the project: (prior as-builts and existing plans, plat maps, site surveys indicating site boundaries, existing topography, access to structures, easements and utility line information, utility availability, building information, etc.)



Additional Services

The following services are not included in our Compensation but may be desired. Fees for these services can be negotiated later if deemed necessary. Additional services that may be needed are as follows:

- ▼ Subsurface Investigation and Coordination
- ▼ Environmental Studies including Public Involvement Activities
- ▼ Subsurface Utility Engineering and Coordination (in addition to Level C included in Task 1)
- ▼ Additional Meetings

Authorization and Acceptance

This document, including all Attachments, constitutes the entire Agreement between the City of Huron and OHM Advisors and shall not be amended, altered, or changed, except by written authorization executed by both parties. This proposal is valid for 30 days from date of submittal and upon expiration, OHM Advisors reserves the right to modify the proposal.

Approval and acceptance of this Proposal is effective upon the City of Huron's signature. OHM Advisors is authorized to commence services upon receipt of a signed copy of this document.

City of Huron


ERI-Lake Erie Parkway Connector; PID No. 125500

Accepted By: _____

Printed Name: Stuart Hamilton

Title: City Manager

Date: 06/24/2026

Attachments: Standard Rates Schedule
Standard Terms and Conditions

OHM ADVISORS
2026 HOURLY RATE SCHEDULE



| Classification | Level | | | | |
|------------------------------------|-------|-------|-------|-------|-------|
| | I | II | III | IV | V |
| Professional Engineer | \$167 | \$179 | \$194 | \$214 | \$224 |
| Graduate Engineer | \$145 | \$156 | \$161 | \$169 | \$182 |
| Architect/Interior Designer | \$115 | \$150 | \$175 | \$210 | \$230 |
| Landscape Architect | \$132 | \$142 | \$156 | \$172 | \$188 |
| Planner | \$120 | \$141 | \$167 | \$182 | \$193 |
| Project Coordinator/Urban Designer | \$93 | \$125 | \$142 | \$162 | \$182 |
| Design Technician | \$115 | \$134 | \$151 | \$170 | \$188 |
| Technician | \$109 | \$128 | \$146 | \$163 | \$172 |
| Project Specialist | \$138 | \$175 | \$205 | \$229 | \$250 |
| Professional Surveyor | \$156 | \$173 | \$189 | \$203 | \$215 |
| Surveyor | \$112 | \$132 | \$144 | \$158 | \$170 |

| Classification | I | II | III |
|------------------------|-------|-------|-------|
| Administrative Support | \$89 | \$110 | \$135 |
| Technical Aide | \$85 | \$89 | \$94 |
| Subject Matter Expert | \$250 | \$300 | \$375 |

| Classification | |
|----------------|-------|
| Principal | \$247 |

TERMS & CONDITIONS



1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between OHM ADVISORS, a registered Ohio company, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.
13. **INSTRUMENTS OF SERVICE.** OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.
17. **OPINIONS OF PROBABLE COST.** OHM ADVISORS preparation of Opinions of Probable Cost represents OHM

ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.