



August 1, 2022

Mr. Michael Johnson, PE  
City Engineer  
City of Madison  
100 Hughes Road  
Madison, AL 35758

**RE: Proposal for Civil Professional Services for Segers Road and Maecille Drive Intersection Improvements**

Dear Mr. Johnson,

OHM Advisors (OHM) appreciates the opportunity to submit this proposal for professional services related to the above referenced project. This letter presents our understanding of the project, scope of services, schedule, fees, and "Terms and Conditions."

**Project Understanding**

**Design:** Based on our recent discussions, we understand that City of Madison (the City) is seeking professional services regarding the intersection of Segers Road and Maecille Drive with the anticipation of the Halsey Farms Residential and School Development. We understand OHM's portion of the improvements to include reconstructing Maecille Drive to a full 24' wide two-way road meeting a 40mph design speed from Segers Road to the east approximately 1250' to the proposed development property line. Furthermore, improvements to the intersection of Segers Road and Maecille Drive include adding a westbound left turn lane on Maecille Drive, a northbound right turn lane on Segers Road, and a southbound left turn lane on Segers Road. In addition to the widening on Segers Road, it is expected that there are vertical curve and sight distance deficiencies near the intersection (south of Chesnut Heath Court) that will need to be addressed by changing the profile of Segers Road. It is not anticipated that vertical curve changes will be made north of Chesnut Heath Court.

Pedestrian facilities are expected to be included along Maecille Drive along one or both sides of the road to connect the sidewalk on the west side of Segers Road to the new development. A pedestrian crossing will also be needed to cross Segers Road. Because there is no planned signal and Segers Road is a high-speed road (45mph posted speed), we expect that one or more pedestrian safety features will be needed for this pedestrian crossing. OHM's traffic and signal designers will do analysis and design of appropriate safety features including high visibility signing and striping, a pedestrian refuge island on the southside of the intersection, and/or a Rectangular Rapid-Flashing Beacon (RRFB). If additional safety measures are required OHM will provide an Amendment to the Letter Proposal outlining the specific Scope of Services to be added.

We understand the goal of the project is to improve traffic flow and safety of the intersection with the anticipation of the new development and special care is given to pedestrian safety with the addition of the sidewalks and crosswalk. We understand the City is using local funds for the project and will not require funding coordination with other agencies.

**Preliminary Traffic Analysis** The proposed turn lanes on Segers Road at Maecille Drive may impact the existing northbound left turn lane to Chesnut Heath Court just north of the intersection. Using a combination of the provided Halsey Farms Residential & School Development Traffic Impact Analysis and the modeled traffic flow on Chesnut Heath Court accessing the residential subdivision, OHM's traffic engineers will conduct a traffic analysis of these two intersections to confirm the design outlined in the project understanding above or propose alternative options if the operation of the intersections will be severely impaired. For the purposes of this proposal, the traffic analysis is expected to align with design understanding above, and any major design changes will be evaluated with the City and an Amendment with additional scope will be provided at that time by OHM.



**Survey:** An 80' wide full topographical survey along 1250' of Macelle Drive and 800' of Segers Road is included with the contract, as well as a boundary survey of all parcels adjacent to the proposed road improvements. All survey work will be completed by OHM's survey team.

**Geotechnical:** We understand geotechnical analysis and a report will be necessary to complete the design. A sub-consultant contracted by OHM will be used to provide these services. We anticipate the need for twelve (12) soil borings including four (4) pavement cores within the limits of the existing roads. The soil borings will be used to obtain existing thicknesses of pavement and base stone as well as existing soils in areas of widening. Based on the soil borings, the subconsultant will provide a pavement recommendation to use in design.

**Roadway Drainage:** The existing intersection has open shoulder and ditches. Developing a drainage plan within our project limits and maintaining the existing drainage patterns in the area will be part of this contract. We expect to protect and utilize the existing ditches where they are not impacted by the new road geometry and either utilize curb and gutter with underground storm sewer or cut new ditches with open shoulder where drainage is impacted.

**Wetlands:** Per our discussion with the City and a brief review of a national online wetland mapping software, it appears there are no wetlands within the vicinity of the intersection that would be impacted by this project.

**Right-of-Way (ROW):** Based on GIS parcel maps the existing ROW width of Macelle Drive is shown as 40' and Segers Road as 50'. We understand that the proposed ROW of Macelle Drive is going to be 80' wide. Based on the additional lanes on Segers Road along with potential shoulder and ditches it is expected that ROW acquisition will also be needed on one or both side of Segers Road as well. OHM will use the boundary survey to determine exact ROW impacts of the proposed road improvements. OHM will work with the City to develop a ROW acquisition table and exhibits for affected parcels; we understand that the City will be responsible for the ROW acquisition. If additional help is needed from OHM to assist with appraisals and acquisition, OHM can add a ROW subconsultant with additional scope as part of an Addendum to this contract.

**Utility Coordination:** We understand that several key utilities are located within the vicinity of the proposed work. There is a utility pole on the west side of Segers Road directly across from Macelle drive that appears to be within the proposed footprint of the road widening and will need to be relocated. Additionally, there is a critical NAGD high pressure 6" steel gas main that runs along Segers Road on the east side, several AT&T underground cable and fiber lines including a main FIBER PFP and a LCWA 8" water line running along the west side of Segers Road, and a LCWSA 6" water line and an AT&T copper cable running east/west along Macelle Drive. All the underground utilities have potential impacts due to this project with the widening and the expected vertical curve improvements of both roadways. OHM will coordinate with known affected utility companies for potential impacts to reach resolutions that minimize utility impacts while still achieving the proposed roadway improvements. Unavoidable relocations will be coordinated with the affected utility companies.

OHM will hold one utility coordination meeting with the City and the known affected utility companies to hear concerns and discuss design alternatives and impacts. Follow up correspondence with affected utilities will be maintained providing plans and information for them to determine how to relocate necessary facilities. Additionally, OHM will coordinate with utility companies' efforts to bring new utilities to the proposed Residential and School development to identify and help resolve potential conflicts with the proposed road improvements. AT&T Fiber is the only known proposed utility at this time.

**Utility Location and Hydro-Excavation:** We understand that an important part of utility coordination is being able to accurately identify the locations of critical utilities and that hydro-excavation for locating the depth of utilities is part of this contract. A subconsultant contracted by OHM will perform the hydro-excavation based on the horizontal locations provided by utility companies to determine the vertical location of the known critical utilities. This information will be used to evaluate potential impacts to utilities due to the road improvements.

**Permitting:** We understand that city and county permits will be required for the proposed work. With land disturbance associated with the project likely over one acre, the project will need to apply for coverage under the NPDES construction stormwater general permit. We understand a Notice of Intent and Construction Best Management Practices Plan, prepared by a certified Qualified Credentialed Professional, will need to be prepared for this project.

**Traffic Control:** We understand the City's desire to maintain traffic during construction as much as possible. OHM will provide traffic control alternatives comparing potential maintenance of traffic schemes with tradeoffs including amount of temporary pavement needed and estimated traffic control costs, right-of-way impacts, utility impacts, additional time for contractor to complete work, and effect on contractor prices with more phases. Due to the potential to change the Segers Road profile by



several feet due to improving vertical curvature and sight distance, maintaining traffic may be difficult at certain stages of construction. OHM will develop traffic control plans and/or detour routes for whichever alternative is chosen. We will work with the City to prepare a plan that seeks to minimize disturbance to neighboring residents while being feasible and cost effective. Limiting construction to summer months when school is out is one potential solution to avoid strain on school bus routes and families.

## **Scope of Services –Design Services and Deliverables**

### **Task 1 – Topographical and Boundary Survey**

OHM will perform full topographical survey for the anticipated limits of the project. Anticipated limits of the project include full survey within the proposed 80' wide right-of-way on Maecille Drive from Segers Road going east 1250' to the property line where the developer's portion begins. On Segers Road, an 80' wide topographical survey will be conducted for 800' to accommodate the design of the proposed widening due to the addition of the turn lanes at the Maecille Drive intersection and the sight distance and vertical curve improvements needed south of Chesnut Heath Court.

Additionally, OHM will perform a boundary survey of the properties abutting the road improvements on Segers Road and Maecille Drive.

### **Task 2 – Traffic Analysis**

OHM's traffic team will complete a full traffic analysis of the proposed widening and turn lane additions to Segers Road in relation to the Stillwater Cove subdivision and the proximity of Chesnut Heath Court. The analysis will include traffic modeling to understand the expected queue lengths and delays for vehicles trying to access Maecille Drive and Chesnut Heath Court from Segers Road. OHM will prepare a summary of the findings and either confirm the proposed improvements outlined in the Traffic Impact Analysis or propose an alternative solution for the City to consider if the findings are unsatisfactory.

#### **Task 2 Deliverables:**

- *Traffic Memo with Attachments*

### **Task 3 – 30% Roadway Design Plans**

OHM will prepare preliminary roadway plans at a 30% design level for review and comment by the City. Design elements completed at this stage include geometry of proposed roadway improvements, horizontal alignments, profiles, and typical sections of the roadway. Plans will be AutoCAD generated consisting of the following sheets:

- Cover Sheet
  - Project Title, Contact Information, Sheet Index, Location Map
- General Notes and Legend
  - Preliminary project wide general notes, graphic legend, and abbreviations.
- Typical Sections
  - Depicting elements of the roadway corridor
- Existing Conditions and Removal
  - Existing conditions (survey) and identification of all items to be demolished/removed.
- Construction Plan/Profile Sheets
  - Plan view showing horizontal alignments and layout, identification of above-grade site construction items, proposed right-of-way, preliminary drainage layout, preliminary below-grade utility layout at top of sheet.
  - Profile showing vertical layout control of roadway centerline and edges of roadway, showing existing and preliminary proposed utilities and drainage structures at bottom of sheet.

#### **Task 3 Deliverables:**

- *30% Roadway Design Plans at 20 scale*
  - *Two 11"x17" size plan sets*
  - *AutoCAD and PDF formats*



#### **Task 4 – 80% Roadway Design Plans**

After review by the City of the 30% plans, OHM will prepare roadway design plans at an 80% design level. Comments from the City's review will be incorporated into the design, and various elements of the design will progress. A complete 3D model of the corridor will be developed in AutoCAD-Civil3D. Roadway Design Plans will be AutoCAD generated plans consisting of the following sheets:

- Cover Sheet
  - Project Title, Contact Information, Sheet Index, Location Map.
- General Notes and Legend
  - Applicable project wide general notes, graphic legend, and abbreviations.
- Summary of Quantities
  - Table depicting project quantities based on ALDOT unique pay items.
- Typical Sections
  - Depicting elements of the roadway corridor, including pavement design.
- Roadway Details
  - Roadway related construction details
- Key Map Sheet
  - Includes page numbers of sheet for each section.
- Existing Conditions and Removal
  - Existing conditions (survey) and identification of items to be demolished/removed.
- Construction Plan/Profile Sheets
  - Plan view showing horizontal layout control and identification of above-grade site construction items, proposed right-of-way, stormwater collection and conveyance systems, below-grade utilities at top of sheet.
  - Profile view showing vertical layout control of roadway centerline and edges of roadway, showing existing and proposed utilities and drainage structures at bottom of sheet.
- Erosion Control
  - Design of erosion prevention and sediment control BMP's to meet applicable local and state regulations. Depiction of project BMPs and proposed and existing topographic contour lines.
- Traffic Control and Detour Plan
  - Plan sheets showing construction staging and/or detour routes around the closed intersection during construction.
- Signing and Striping Plans
  - Plan sheets showing road signs and pavement markings including pay items and quantities.
  - Sign summary table on sheets.
- Cross-Section Sheets
  - Depiction of roadway cross-sections along designed roadways at 50-ft intervals, at center line of all driveways and side streets, and locations where ROW limits change.
  - Includes elevations at road centerline, edge of pavement/back of curb, ditch flow lines, and tie in locations.

Additionally, an engineer's estimate will be completed using project quantities and current ALDOT unit-bid prices. OHM will support the City with the ROW acquisition process by preparing a ROW acquisition table and exhibits for up to 10 parcels (based on the GIS plat maps of parcels adjacent to the proposed road improvements). OHM will conduct utility coordination with utilities by distributing plans and holding one utility coordination meeting.

#### **Task 4 Deliverables:**

- 80% Roadway Design Plans
  - Two 11"x17" size plan sets at 20 scale
  - AutoCAD and PDF formats
  - Engineer's estimate
  - ROW Acquisition Table and Exhibits for up to 10 parcels

#### **Task 5 – Final Roadway Design Plans**

After review by the City of the 80% plans, OHM will prepare roadway design plans at a 100% design level. Comments from the City's review will be incorporated into the design, and final elements of the design will be completed. The plan



sheets listed above will be revised as necessary, and detailed grading sheets depicting detailed grades for ditches, driveways, ADA compliance, and roadway construction will be developed. Signing and striping plans will be completed. Additionally, a final engineer's estimate will be completed using project quantities and current ALDOT unit-bid prices, and any project specific specifications will be written and included in the construction bid package. Finally, OHM will assist the City by coordinating with public agencies to obtain city, county, and stormwater permits for the proposed work.

**Task 5 Deliverables:**

- *Final Roadway Design Plans*
  - *22"x34" size plan sheets at 20 scale*
  - *AutoCAD base files and final plans PDF*
  - *ADEM and CBMPP Permit submittal*
  - *Final Engineer's estimate*
  - *Project-specific specifications*

**Task 6 – Geotech**

A geotechnical investigation will be conducted and resulting geotechnical report will be prepared by a subconsultant contracted by OHM advisors. The geotechnical investigation will include twelve (12) soil borings including four (4) existing pavement cores and analysis along with a pavement section recommendation.

**Task 6 Deliverables:**

- *Geotechnical Report*

**Task 7 – Hydro-Excavation**

A hydro-excavation subconsultant will assist in locating the vertical depth of critical underground utilities where detailed vertical locations are not known but are needed to determine potential impacts due to the widening and vertical curve improvements. The subconsultant estimates being able to do 5 to 10 potholes per day no greater than 9' deep. Two days of Hydro Excavation is estimated at this time, but additional days may be added by request of the City.

**Assumptions and Excluded Services**

- Geometric design changes or corridor improvements not stated in the project understanding above are excluded.
- Construction Administration Services (shop drawings, RFIs, Punchlist, etc.) are excluded.
- Construction Inspection services are excluded.
- Bidding Administration Services are excluded.
- Wetland and environmental studies and permits are excluded.
- Archaeological / cultural resource reviews are excluded.
- Utility relocation or improvement design such as water main and sanitary sewer is excluded.
- Photometrics and lighting design are excluded.
- Landscape design and irrigation design are excluded.
- Right-of-way acquisition assistance beyond parcel exhibits is excluded.
- Construction staking is excluded.
- Construction materials testing is excluded.
- Permit review fees are excluded.
- Other services not explicitly stated in this contract are excluded.

Note that some of the services listed above may be added under this contract at the request of the City. If requested, OHM will provide an Amendment to the Letter Proposal outlining the specific Scope of Services to be added. Compensation and schedule for the Additional Services will be detailed within the Amendment.

**Schedule**

The Consultant is available to commence with this assignment upon approval and execution of this Letter Proposal or issuance of a purchase order. The below schedule represents approximate durations of tasks. Tasks performed by subconsultants will overlap OHM's tasks. Final design plans are expected to be delivered to the City in Spring/Summer of 2023 with construction expected to take place Spring/Summer of 2024. OHM is committed to meeting this timeline contingent upon utility relocation, ROW acquisition, or other unforeseen delays.



<u>DESCRIPTION</u>	<u>OHM TASK</u>	<u>DURATION</u>
Survey	OHM Task 1	4 weeks
Traffic Analysis	OHM Task 2	3 weeks
30% Roadway Design Plans	OHM Task 3	4 weeks
80% Roadway Design Plans	OHM Task 4	8 weeks
Final Roadway Design Plans	OHM Task 5	4 weeks
Geotech	OHM Task 6	4 weeks
Hydro Excavation	OHM Task 7	4 weeks

#### Compensation

OHM will perform services on a lump sum basis (less Task 7 – Hydro-Excavation) per the table below. OHM will notify the City in advance if we become aware of unforeseen conditions impacting the estimated cost of services. OHM will not exceed the estimates without the Client's prior approval.

<u>Task</u>	<u>Description</u>	<u>Fee Type</u>	<u>Fee Estimate</u>
1	Survey	Lump sum	\$ 17,000
3	30% Roadway Design Plans & Traffic Analysis	Lump sum	\$ 27,000
4	80% Roadway Design Plans	Lump sum	\$ 47,500
5	Final Roadway Design Plans	Lump sum	\$ 18,500
6	Geotech	Lump sum	\$ 9,000
7	Hydro-Excavation	Daily, Time and Materials *	\$ 6,500
Subtotal Fee Lump Sum			\$ 119,000
Subtotal Fee Daily, Time and Materials			\$ 6,500
<b>Total Fee Budget</b>			<b>\$ 125,500</b>

\* Hydro-Excavation Cost per day is \$3,250. Estimated 2 Days.

#### COVID-19 Disclaimer

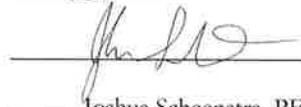
As we submit this proposal, the world is in the midst of the COVID-19 health crisis, and we believe there is an increased risk for potential schedule impacts. The Schedule is based on operating in a normal environment. Our team, like the Client, is adjusting our workflow logistics and our teams are working remotely in an effective manner. However, be aware that schedule impacts from elements such as field services delays, required resource agencies, and key staff illness that neither OHM Advisors nor the Client have control over are more likely in the current environment. We will communicate proactively, clearly identify project issues as they arise, and work with the Client's staff to develop a plan to deal with unforeseen issues.

#### Authorization and Acceptance

If this proposal is acceptable to you, your signature on this letter and initials on the contract terms and conditions will serve as our authorization to proceed. If you have any questions or require additional information, please do not hesitate to contact me by email at [joshua.scheenstra@ohm-advisors.com](mailto:joshua.scheenstra@ohm-advisors.com) or by telephone at (615) 610-5224.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 30 days from the date of this letter.

**Orchard, Hiltz, & McCliment, Inc.**  
CONSULTANT

  
\_\_\_\_\_  
Joshua Scheenstra, PE  
\_\_\_\_\_  
Project Manager  
\_\_\_\_\_  
08/01/2022

**City of Madison, Alabama**  
CLIENT

(Signature) \_\_\_\_\_  
(Name) Paul Finley  
(Title) Mayor  
(Date) \_\_\_\_\_

Attachments: Terms and Conditions

## 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 Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Alabama firm, 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 Alabama 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.