



January 25, 2023

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

RE: Proposal for Civil Professional Services for Balch Road and Gooch Lane Roundabout

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: We understand that City of Madison (the City) is seeking professional services regarding improvements to the intersection of Balch Road and Gooch Lane. We understand that the proposed design is planned to be a single lane roundabout with the goal of the project to improve safety and traffic flow at the intersection. We understand the limits of the project will only extend far enough away from the intersection to accommodate the proposed roundabout design and this project will not address the vertical curve south on Balch or the horizontal curve to the east on Gooch. Although there are currently no pedestrian facilities at the intersection, 5-foot-wide ADA compliant sidewalks will be designed within the limits of the project with crossings of all four legs of the roundabout. We understand the City is using local funds for the project and will not require funding coordination with other agencies.

Traffic Data: The City has already provided OHM with the crash data over the last 5 years, but we also understand the City will be responsible for providing turning movement counts on a non-holiday work day when school is in session from 7-9AM, 11AM – 1PM, and 4-6PM at the intersection. OHM will use this data to model the roundabout in Rodel roundabout software to confirm the roundabout configuration and ensure an acceptable level of service for both now and in the future.

Survey: A full topographical survey within the existing ROW and anticipated proposed ROW within 350’ of the intersection is included with this 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 four (4) soil borings, one on each corner of the intersection, and two pavement cores within the limits of the existing road. 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 condition of the intersection has open shoulder and ditches with an existing storm sewer inlet on the southeast corner. Developing a drainage plan within our project limits and verifying the design not negatively impacting the existing drainage patterns in the area will be part of this contract. We anticipate using curb and gutter along most of the intersection and adding storm sewer to tie into the existing storm system. Additionally, spillways may be utilized to drain water into the adjacent ditches where our curb section ends, reducing underground storm sewer costs. No storm sewer improvements or connections are expected outside the limits of the road improvement portion of the project.



Wetlands: Based on 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 ROW maps, ROW acquisition seems unavoidable. However, we are proposing a smaller diameter roundabout to reduce ROW impacts. OHM will work with the City to develop ROW exhibits, but we understand that the City will be responsible for the ROW acquisition.

Utility Coordination: We understand that several key utilities are located within the vicinity of this intersection. There are utility poles on the northeast, northwest, and southeast corners. There is also evidence of underground gas, water, and sewer utilities. We understand that utility coordination will be part of this project and we will strive to minimize impacts to the utilities and coordinate with any utilities that require relocation.

Permitting: We understand that city and county permits will be required for the proposed work. With land disturbance associated with the project having the potential to be over one acre, the project may 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, may need to be prepared for this project.

Traffic Control: We understand the City's desire to maintain traffic during construction due to close proximity to Madison Hospital. OHM will work with the City to develop a traffic control plan that is feasible and cost effective but still provides the service needed for emergency vehicles during construction. Temporary pavement and a multi-stage traffic control plan is expected.

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 existing and anticipated proposed right-of-way within 350' of the intersection. Online GIS software shows existing 70' ROW on the north and south legs, 80' ROW on the east leg, and 50' ROW on the west leg. Additional ROW may be needed in all four quadrants of the intersection, with the majority expected on the northeast corner. Survey limits will include these potential areas.

Additionally, OHM will perform a boundary survey of the properties abutting the road within 350' of the intersection.

Task 2 – Pre-design Alternatives

Working closely with the City, OHM will begin the design process for the roundabout by sketching up to 3 basic alternatives and evaluate feasibility based on safety, efficiency, cost, impact to utilities and ROW, and ability to stage construction to maintain traffic. This may include different roundabout size configurations and positioning of the center circle. Deliverables may include exhibits and an alternatives memo. One project kickoff meeting and one design review meeting with the City will occur as part of this task.

Task 3 – 30% Roadway Design Plans

Once a preliminary roundabout design has been approved by the City, OHM will prepare preliminary roadway plans for the roundabout at a 30% design level for review and comment by the City. Design elements completed at this stage include horizontal alignments, profiles, and typical sections of the roadway. Fastest path and truck turning movements will be completed for the roundabout location. The design is expected to accommodate all turning movements for a school bus, fire engine, and basic moving truck (WB-40). 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
- Key Map Sheet
 - Includes page numbers of sheet for each section.
- 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, and 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
 - 11"x17" 'half size' PDF plan set

Task 4 – 80% Roadway Design Plans

After review by the City of the 30% plans, OHM will prepare roadway design plans at a 80% design level for the roundabout. 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 roundabout 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, and 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.
- Roundabout Layout Sheet
 - A detailed geometric layout sheet of the roundabout
- 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 exhibits for up to 4 parcels. OHM will conduct utility coordination with private utilities by distributing plans and holding one utility coordination meeting.

Task 4 Deliverables:

- *80% Roadway Design Plans at 20 scale*
 - *11"x17" 'half size' PDF plan set*
 - *Engineer's estimate*
 - *ROW Exhibits for up to 4 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 for the roundabout. 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 drainage, ADA compliance, and 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 state permits for the proposed work.

Additionally, OHM will attend the pre-bid meeting to answer questions and will prepare any addendums necessary during the advertisement period.

Task 5 Deliverables:

- *Final Roadway Design Plans at 20 scale*
 - *22"x34" 'full size' and 11"x17" 'half size' PDF plan sets*
 - *AutoCAD base files*
 - *ADEM and CBMPP Permit submittal*
 - *Final Engineer's estimate*
 - *Project-specific specifications*
 - *Any necessary addendums during the advertisement period*

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 four (4) soil borings and two (2) 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

- A single lane roundabout is assumed in the design, any multilane approaches or bypass lane analysis or design is excluded.
- 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 other than attending the pre-bid meeting and preparing any addendums during the advertisement period.



- Wetland and environmental studies and permits are excluded.
- Archaeological / cultural resource reviews are excluded.
- Intersection Control Evaluation (ICE) study is excluded.
- Utility relocation or improvement design such as water main and sanitary sewer is excluded.
- Specification front-end documents are excluded.
- Photometrics and lighting design are excluded.
- Sidewalk design beyond the limits of the project improvements is excluded.
- Drainage design beyond the limits of the project improvements is excluded.
- Corridor improvements to the approaching legs of the roundabout beyond limits needed to construct the roundabout (i.e. vertical curve changes south of the roundabout, or horizontal curve changes east and west of the roundabout) 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 request from 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.

<u>DESCRIPTION</u>	<u>OHM TASK</u>	<u>DURATION</u>
Topographical Survey	OHM Task 1	4 weeks
Predesign Alternatives	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.

Task	Description	Fee Type	Fee Estimate
1	Survey	Lump sum, estimated	\$ 16,000
2	Predesign Alternatives	Lump sum, estimated	\$ 8,500
3	30% Roadway Design Plans	Lump sum, estimated	\$ 29,000
4	80% Roadway Design Plans	Lump sum, estimated	\$ 54,000
5	Final Roadway Design Plans	Lump sum, estimated	\$ 33,500
6	Geotech	Lump sum, estimated	\$ 9,000
7	Hydro-Excavation	Daily, Time and Materials *	\$ 6,700
Subtotal Fee Lump Sum			\$ 150,000
Subtotal Fee Daily, Time and Materials			\$ 6,700
Total Fee Budget			\$ 156,700

* Hydro-Excavation Cost per day is \$3,350. Estimated 2 Days.



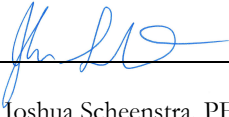
Authorization and Acceptance

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 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

City of Madison, Alabama
CLIENT



Joshua Scheenstra, PE

Project Manager

1/25/2023

(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.