



## AGENDA - Tax Increment Finance Authority

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DATE: September 5, 2024 7:00 PM City Council  
Chambers

- I. Call to Order
- II. Roll Call
- III. Selection of Officers
- IV. Approval of Meeting Minutes
  - I. Approval of June 18, 2024 Minutes
- V. Public Comment
- VI. Unfinished Business
  - I. Streetscape Design Engineering Proposal
- VII. New Business
  - I. Closed Session - Pursuant to MCL 15.268 (1)(h)
- VIII. Adjournment

**Public Comment:** Public Comments are limited to three minutes.

**Live Stream:** The meeting will be livestreamed to the Official City of Grosse Pointe Park YouTube Channel.

Tax Increment Finance Authority MEETING - June 18, 2024  
7:00 PM

CALL TO ORDER

Vice Chair Ralstrom called the meeting to order at 7:02 PM.

ROLL CALL

MEMBERS PRESENT: Robson, Secord, Mullen, Chamberlain, King-Piepenbrok, Distel, Anton, Cousineau, Czerny (arrived at 7:04 PM), and Ralstrom

MEMBERS ABSENT: Tompkins

ALSO PRESENT: Director Rothe and Attorney Kilby

APPROVAL OF MEETING MINUTES

APPROVAL OF MEETING MINUTES:  
APPROVAL OF JUNE 6, 2024 MINUTES

Motion by Mullen, seconded by Chamberlain to approve the June 5, 2024, meeting minutes.

The motion carried on a unanimous voice vote.

PUBLIC COMMENT

No public comments were given.

UNFINISHED BUSINESS

NEW BUSINESS

NEW BUSINESS:  
CLOSED SESSION - PURSUANT TO MCL 15.268 (1)(H)

Motion by Anton, seconded by Robson to enter closed session pursuant to MCL 15.235(1)(h).

AYES: Robson, Secord, Mullen, Chamberlain, King-Piepenbrok, Distel, Anton, Cousineau, Czerny, and Ralstrom

NAYS: None

The Board entered closed session at 7:05 PM.

Motion by Cousineau, seconded by Robson to resume regular session.

The motion carried on a unanimous voice vote. The Board resumed regular session at 8:21 PM.

Motion by Anton, seconded by Mullen to proceed as discussed in closed session.

AYES: Robson, Secord, Mullen, Chamberlain, King-Piepenbrok, Distel, Anton, Cousineau, Czerny, and Ralstrom

NAYS: None

#### ADJOURNMENT

Motion by Cousineau, seconded by Chamberlain to adjourn the meeting.

The motion carried on a unanimous voice vote.

The meeting adjourned at 8:23.

DRAFT PENDING APPROVAL



## TAX INCREMENT FINANCE AUTHORITY MEETING

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DATE: September 5, 2024

**SUBJECT:** Streetscape Design Engineering Proposal

**SUMMARY:** Now that the City has been awarded a TAP grant for the Charlevoix streetscape project, the next phase is to commence design engineering. OHM has prepared the attached proposal for design engineering services. The project aims to enhance the streetscape and pedestrian experience along Charlevoix Street, from the city border to Beaconsfield Avenue. This initiative will build upon the Streetscape Plan finalized in December 2023 and will include a range of improvements such as a flexible, curbless street design, green stormwater infrastructure, upgraded utilities, and community-centered design elements.

OHM brings extensive experience with similar projects and a long-standing relationship with the Michigan Department of Transportation (MDOT). They will deliver a comprehensive design that aligns with MDOT requirements and ensures that the project meets its goal of creating a vibrant, pedestrian-friendly streetscape. The proposal outlines a detailed plan for community engagement, environmental review, and infrastructure upgrades.

**FINANCIAL IMPACT:** Sufficient funds were budgeted for in the TIFA's Fiscal Year 2025 budget to complete the design engineering.

**RECOMMENDATION:** Motion to accept the proposal from OHM for Charlevoix streetscape design engineering.

**PREPARED BY:** Warren Rothe, Assistant City Manager

September 3, 2024

**CITY OF GROSSE POINTE PARK  
TAX INCREMENT FINANCE AUTHORITY**

15115 East Jefferson Ave  
Grosse Pointe Park MI 48230

Attn: Warren Rothe  
Assistant City Manager

RE: Proposal for Charlevoix Streetscape Design

Dear Mr. Rothe:

OHM Advisors (OHM) is pleased to submit this proposal for the 2026 Charlevoix Streetscape Design. The City of Grosse Pointe Park has received Transportation Alternatives Program (TAP) funding administered via the Southeast Michigan Council of Governments (SEMCOG) to aid in the streetscape and pedestrian improvements of Charlevoix Street between the city border to the west and Beaconsfield Ave to the east.

The grant is in large part due to the previously completed Streetscape Plan for Charlevoix Street and Kercheval Avenue which was finalized in December 2023. This project is transformational in its aspirations and will include multiple facets of engineering, community engagement, and landscape design. The preferred alternative features a curbside street design which will be accentuated with a full streetscape overhaul including tree, planting beds, green stormwater infrastructure, power, irrigation and wayfinding. Being a Local Agency Project (LAP) let through the Michigan Department of Transportation (MDOT), this will require extensive environmental review and approvals prior to the preparation of bidding documents.

OHM strives to deliver a design to the City in a way that not only maximizes the grant dollars, but is also conducted in a way that engages residents, businesses. We will also collaborate with MDOT staff who administers the job. Our 60+ year relationship with MDOT and experience with the MDOT process makes OHM well positioned to deliver this project to construction.

The following information is being provided for your review outlining our understanding of the project.

## PROJECT UNDERSTANDING AND APPROACH

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The proposed project consists of approximately 1,200 feet of road improvements. The work will include the following major elements:

- Asphalt mill and overlay, sidewalk widening, curb removal and the creation of a flexible, curbside street.
- As-needed storm sewer repairs and rain gardens.
- Decorative elements including brick pavers, cobblestone, protective curbing for rain gardens, tree guard fencing and sittable spaces.
- Utility service improvements including new water main between Wayburn and Beaconsfield and rehabilitation of north-south sanitary sewers under Charlevoix.
- Electrical upgrades including upgraded pedestrian lighting and site power.
- Landscaping including planting beds and trees. It is assumed that these elements will include irrigation.



- Signage upgrades including replacement of all street signage as well as wayfinding signage.

The December 2023 Grosse Pointe Park Streetscape Plan and February 2024 TAP Application will be used as guidance for establishing the scope of work and design intent. This is an MDOT Local Agency Project (LAP), with a desired letting of early 2026 and construction in summer 2026.

It is assumed the project stops at the city border and does not include any work in the City of Detroit. It is also assumed that there will be no private property or work outside of City owned right-of-way including temporary grading easements, repairs to basement vaults, or façade improvements.

The Scope includes topographic survey, geotechnical investigation, environmental and historic preservation review, community and business engagement, and design requirements for MDOT submittals. All engineering services are funded solely by the City of Grosse Pointe Park (no MDOT participation). The City has a construction budget of \$3,000,000 for the streetscape and \$350,000 for the water main.

## SCOPE OF SERVICES

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### *Task 1: Project Kickoff, Field Investigation, and Community Engagement*

Below is a list tasks and assumptions that will commence within one month of authorization.

1. A kickoff meeting with City staff will be held to discuss the design and desired outcomes prior to starting the fully detailed design. This will be an opportunity to discuss the project approach and potential alternatives to the original scope. This meeting will be held at the City office or via Zoom prior to starting design.
2. Prepare a topographic survey of Charlevoix Street from the east spring point of Alter Road to the west spring point of Beaconsfield-Nottingham alley. This will include:
  - a. Submit a MISSDIG design ticket for the project area and collect mapping for franchise utilities within the project area.
  - b. Road cross section data with shots obtained every 50 feet. This will include centerline, curbs, trees, planter areas and sidewalks. In addition, finish floor grades for all doors adjoining the right of way will be obtained.
  - c. Obtain structure inventory within project area. This will include storm, sanitary, water and telecom manholes, handholes and basins.
  - d. Establish horizontal and vertical control. The survey will be obtained in NAVD 88 datum. A minimum of two (2) benchmarks will be set within the project area.
  - e. Process survey information and ROW information to create a base plan depicting existing condition.
3. Conduct pavement cores and soil borings at three (3) locations and infiltration tests at two (2) locations. The tests will also characterize contamination in the event suspect soils are encountered. A report indicating findings and recommendations will be provided for use during design and contractor bidding.
4. Convene a community meetings or similar engagement events to provide an overview of the project vision (based on the previously completed concepts) and collect feedback on community concerns, wants, and opinions.
5. Convene a meeting with Charlevoix Street businesses to garner feedback on access and use needs for individual businesses.



6. Evaluate pavement, landscaping, aesthetic material choices taking into account community and business feedback as well as requirements stipulated by the State Historic Preservation Office (SHPO).
7. Initiate SHPO and NEPA application process. OHM will utilize both in-house and subconsultant expertise for this effort depending on our preliminary findings after the survey.

*Deliverables:*

- ✓ Topographic Survey
- ✓ Geotechnical Investigation Report
- ✓ Summary of Community Engagement Meeting #1
- ✓ Summary of Charlevoix Street Business Meeting #1
- ✓ SHPO and NEPA applications

**Task 2: 30% Design Engineering**

Below is a list of assumed tasks included within the design scope. Some of these will be performed ahead of the topographic survey and some will be done in conjunction with the survey.

Plan preparation work will be performed using Autodesk AutoCAD software with OHM drafting styles and titleblocks.

1. Prepare preliminary plans. An internal QA/QC will be performed prior to submission. Assumed sheets include:
  - Title sheet
  - General Notes, Index and Legend
  - Alignment and ROW
  - Existing and proposed typical cross-sections
  - Removal plans
  - Water main plan and profiles
  - Road construction and utility plans
  - Road profiles for centerline and edge of sidewalk
  - Miscellaneous Details
  - Soil Erosion and Sedimentation Control Plan
2. Prepare base geometry including locations of bumpouts, parking stalls, landscaping, lighting, and other streetscape features.
3. Convene a second community meetings or similar engagement events to provide the results of the previous community meeting and request feedback on uses and other questions that come up during preliminary design. It is envisioned that this meeting will confirm general layout of the site and functional uses.
4. Water main alignment will be prepared along with method of installation and material type. This will be reviewed with the City prior to developing final plans.
5. Evaluate drainage concepts as they relate to the curbsless design. If a low point is created in the new gutter line, additional catch basins will be added. Spread calculations will be performed to identify the need for additional drainage structures to minimize the spread of water flow during large rain events.



6. Evaluate green infrastructure and identification of up to two (2) primary locations to incorporate solutions.
7. It is assumed that the road pavement section will consist of asphalt overlaying the existing road to reach the proposed elevations of the curbless street. The evaluation of other pavement cross sections is not included in this proposal.

*Deliverables:*

- ✓ 30% digital plans
- ✓ Engineer's opinion of probable costs (excel)
- ✓ Summary of Community Engagement Meeting #2

**Task 3: 60% Design Engineering**

1. Prepare 60% design plans. An internal QA/QC will be performed prior to submission. Assumed additional sheets include:
  - Maintaining traffic plan
  - Landscape and materials plan
  - Pavement marking and permanent signing
  - Lighting and electrical plan
2. Prepare a colorized plan view rendering covering the limits of work for use with communicating with the public and stakeholders. This will serve as the final rendering for the project. OHM can prepare an updated or additional rendering(s) for an additional fee.
3. Convene the third and final community meetings or similar engagement events to provide an update to the design and discuss specific questions and concerns by the public and business owners. This meeting will focus on material choices, street furniture and signage.
4. Prepare EGLE Act 399 (water supply) and Part 41 (wastewater) Permits.
5. OHM will hold a utility coordination conference call. Franchise utility companies and municipal utility owners will meet to discuss and determine potential utility conflicts. City will help coordinate efforts if utility relocation efforts are deemed necessary. Meeting notes will be prepared and distributed to meeting attendees after meeting.
6. OHM will hold a meeting to discuss construction staging and planning prior to developing full MOT plans. Temporary traffic control typical, maintenance of traffic, and notes will be created as needed. A suggested sequence of construction will be identified in the specifications but will ultimately be submitted by the contractor for review and approval by the construction engineer and the City.

*Deliverables:*

- ✓ 60% digital plans
- ✓ Engineer's opinion of probable costs (excel)
- ✓ Colorized plan view rendering
- ✓ Summary of Community Engagement Meeting #3
- ✓ Act 399 Permit Application



#### Task 4: Final Design Tasks

1. Prepare Grade Inspection (GI) 90% design plans. An internal QA/QC will be performed prior to submission. Assumed additional sheets include:
  - Detail grading plans
2. OHM will finalize coordination details for MDOT local agency work.
3. OHM will prepare for and attend the GI meeting and submit in accordance with MDOT requirements.
4. Following revisions post-GI, draft copies will be provided to the City electronically for final comment and review. This will occur at least two weeks prior to the final plan and specification deliverable date. OHM will also perform a final 100% QA/QC internally.
5. Final Plans will be provided to the City and MDOT for the bid letting process.
6. Finalize any permitting needs.

#### Deliverables:

- ✓ GI 90% Plans
  - Digital plan set
  - Special provisions
  - Drafted Program Application
  - Engineer's opinion of probable costs uploaded to MERL
- ✓ 100% design
  - Final plans
  - Final Special Provisions Contract documents
  - Digital copy of the final design drawings (able to open in AutoCAD)
  - Final Engineer's opinion of probable costs uploaded to MERL
  - Final permits

#### FEE SCHEDULE

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Services below will be performed on a Lump Sum basis and billed monthly depending on the phase we are in. The following budget is presented for your consideration:

<u>Task &amp; Description</u>	<u>Fee</u>
Design (Task 1 thru 4)	\$300,000 (Lump Sum)

#### FURTHER CLARIFICATIONS AND ASSUMPTIONS

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The above fee is based on the following assumptions:

1. Progress meetings will be held once per month.
2. The City will cover any applicable permit fees or make them the responsibility of the contractor.
3. OHM CAD styles will be used.
4. No work will be performed in the City of Detroit and OHM will not perform any coordination efforts beyond permitting needs.



5. There will be no meetings, negotiations or design figures for private easements or work outside the public right-of-way.
6. Green infrastructure design is limited to two (2) general locations. Green infrastructure designs beyond this are not necessarily included in this proposal.
7. No new utility infrastructure design or relocation is anticipated except for the water main and catch basins due to moving the curblineline. The water main design is limited to the limits of the streetscape.
8. Geometric design changes are not anticipated other than what was presented in the Streetscape Plan.
9. The City will provide specific products for additional streetscape features beyond pavement materials, pedestrian lighting, landscaping, irrigation, fencing, benches, trash receptacles, bike racks, and bollards.
  - a. Research, design details, and specifications for products not outlined above is not included in OHM's services. OHM will include details and specifications provided by the City into the contract documents.
10. The TIFA will provide a list of key project contacts and will connect OHM Staff with
11. Mass distribution of mailing materials (greater than 20 letters) or the creation of large format external signs will be a separate, reimbursable expense.
12. Construction engineering and assistance is not included in this proposal.

## SCHEDULE

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OHM proposes the following schedule for the design of this project and to meet MDOT's LAP Project Planning Guide.

- |                                 |                           |
|---------------------------------|---------------------------|
| • Kick-Off                      | - September 2024          |
| • Community/Business Engagement | - October – November 2024 |
| • Topographic Survey Finished   | - November 2024           |
| • NEPA and SHPO Submittals      | - January 2025            |
| • 30% Design                    | - February 2025           |
| • Community Engagement          | - March 2025              |
| • 60% Design                    | - May 2025                |
| • Final Community Engagement    | - May 2025                |
| • GI Plans (90%) to MDOT        | - August 2025             |
| • Final Plans to MDOT           | - October 2025            |
| • MDOT Bid Letting              | - January 2026            |
| • Construction                  | - Summer 2026             |

## Authorization and Acceptance

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If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed. Upon execution, this Proposal, the Terms & Conditions and the other attachments will form our agreement.

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. If you have any questions or comments, please contact me at [patrick.droze@ohm-advisors.com](mailto:patrick.droze@ohm-advisors.com) or 313-481-1252.



Sincerely,  
OHM ADVISORS

  
Patrick M. Droze, P.E. Principal

9/2/2024  
Date

Acceptance  
GROSSE POINTE PARK TIFA

\_\_\_\_\_  
Warren Rothe, Director

\_\_\_\_\_  
Date

Cc: Nick Sizeland, City Manager  
Tom Jenny, DPW Supervisor  
Alex Blehm, P.E.

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 Michigan Corporation, 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 Michigan 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.