

**ORDINANCE NO. 65-21**

**AN ORDINANCE AUTHORIZING THE HIRING OF OHM ADVISORS FOR ASSISTANCE IN THE PREPARATION OF AN UPDATE TO THE MEDINA CITY COMPREHENSIVE PLAN.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

- SEC. 1:** That the Mayor is hereby authorized and directed to hire OHM Advisors for assistance in the preparation of an update to the Medina City Comprehensive Plan.
- SEC. 2:** That a copy of the Proposal for Professional Services and costs associated with the project is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the estimated cost of the contract, in an amount not-to-exceed \$85,000.00, are available in Account No. 001-0410-52215.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** April 26, 2021

**SIGNED:** John M. Coyne, III  
**President of Council**

**ATTEST:** Kathy Patton  
**Clerk of Council**

**APPROVED:** April 27, 2021

**SIGNED:** Dennis Hanwell  
**Mayor**



ARCHITECTS. ENGINEERS. PLANNERS.

March 24, 2021

Mayor Dennis Hanwell  
City of Medina  
132 North Elmwood Avenue, P.O. Box 703  
Medina, OH 44258-0703

RE: Proposal for Professional Services  
City of Medina Comprehensive Plan

Dear Mayor Hanwell:

Thank you for the opportunity to provide you with a proposal to provide professional services to The City of Medina for the Comprehensive Plan update. Our team is excited to work with you, other City Staff and the Medina community and stakeholders on this important project. We have prepared this letter proposal based on the information provided in our response to the request for proposals. The following scope of services outlines the scope of services we will provide as part of this project.

**Scope of Services**

See Exhibit A

**Schedule**

Upon acceptance of this proposal, OHM Advisors will add this project into the studio schedule. We will begin the scope of work within seven (7) days of receiving a signed authorization to proceed. All other work shall follow the scheduled indicated in the scope of services. The project will be completed within 10 months of the authorization to proceed date.

**Compensation**

OHM Advisors will provide the proposed scope of services as outlined in Exhibit A in accordance with the following fee schedule. Our professional services will be performed on lump sum fee of \$79,650 to be billed monthly on a percent complete basis. Reimbursable fees will be billed on an hourly basis not to exceed \$1,500. These will be invoiced per the Standard Terms and Conditions. These services or fees will only be billed should the project require them.

Phase/Task	Cost
Phase One: Investigate	\$10,530
Phase Two: Inform	\$12,150
Phase Three: Engage the Community	\$12,960
Phase Four: Develop the Plan	\$27,540
Phase Five: Finalize, Inspire, & Implement	\$16,470
Reimbursables Expenses	\$1,500
Total All Phases (with reimbursable expenses)	\$81,150



Notes:

1. Fees were determined based on the noted assumptions. OHM Advisors proposes to confirm these assumptions with The City of Medina prior to commencing services.
2. The cost associated with each phase assumes authorization and execution of all the tasks within each phase.
3. “Lump Sum” fees, as proposed, shall be invoiced at the exact number shown.
4. Items under the Additional Services Task will only be performed if agreed upon with The City of Medina and prior written authorization is provided by The City of Medina.

**Clarifications and Assumptions**

Our Proposal was prepared based on the following assumptions:



- ▼ The OHM Team will be led by Aaron Domini (Principal) and Arthur Schmidt (Project Manager).
- ▼ The Client, City of Medina, will be led by Jonathan Mendel or an appointed staff member or representative.
- ▼ If additional labor effort or change in schedule is required beyond described herein, OHM Advisors will negotiate an amendment with The City of Medina. OHM Advisors will not proceed with additional services without written authorization to proceed from The City of Medina.
- ▼ Meetings shall be conducted in accordance with the Scope of Services as described herein. Additional meetings, not described within our Scope of Services, shall be considered additional services and will be billed on an hourly basis under the Additional As-Needed Services Allowance upon agreement with City of Medina.
- ▼ FORCE MAJEURE: In the event either party is delayed or prevented from performing this Agreement due to any cause beyond its reasonable control, including but not limited to, strike, labor or civil unrest or dispute, embargo, blockage, work stoppage, protest, pandemics, or acts of God, such delay shall be excused during the continuance of such delay, and the period of performance shall be extended to such extent as may be reasonable to perform after the cause of delay has been removed. In the event any such delay continues for a period of more than thirty (30) days, either party may terminate the Agreement upon written notice to the other party. In the event of any such termination, The Owner shall pay OHM for work performed through the effective date of termination.

**Authorization and Acceptance**

If you find this proposal to be acceptable, please provide OHM with authorization to proceed by signing below and returning a copy of the signed proposal. We appreciate the opportunity to serve the City of Medina and look forward to working with you on this project. Please do not hesitate to contact me directly at 614.474.1114 with any questions or for additional information.

Sincerely,  
OHM Advisors

Acceptance  
City of Medina

	<u>5-3-21</u>		<u>4-27-2021</u>
Aaron Domini, Principal	Date	Mayor Dennis Hanwell,	Date

- Attachments: Exhibit A – Scope of Services  
Exhibit B – Standard Terms and Conditions  
Exhibit C – Standard Rate Schedule

Our Approach

Project Approach

The following approach was designed to achieve the objectives outlined in the RFP. The proposed approach is organized into five phases outlined below.



PHASE 1: INVESTIGATE



PHASE 2: INFORM



PHASE 3: ENGAGE THE COMMUNITY



PHASE 4: DEVELOP THE PLAN



PHASE 5: FINALIZE, INSPIRE, & IMPLEMENT



PHASE 1: INVESTIGATE

Task 1.1 – Project Kick-off

OHM will host a ‘kickoff’ work session. The intent of this session is to familiarize the OHM Advisors team with key planning and development issues, develop a steering committee structure and member list, and establish the finalized logistics and schedules for the project.

Task 1.2 – Develop Project Website

As part of this task, OHM will develop a project website which is either separate or associated with the City website. The website will serve as the central hub of information and social media outreach tool. The website will be developed and housed by OHM unless otherwise requested by the client. The website will be utilized as a resource to disseminate information, solicit digital feedback, and provide project updates.

Task 1.3 – Assemble Project Data

As part of this task, the planning team will collect and assemble data to create base maps of the City of Medina. This step will utilize data provided by Medina, and various local and state organizations. The data will be compiled and organized to create a series of maps using AutoCAD and GIS software. These maps will be used in later tasks.

Task 1.4 – Review Current Plans and Policies

OHM will assemble and review all relevant planning and zoning documents that directly address the current and future

conditions of the City. This will include, but is not limited to, zoning district maps, development policies, corridor studies, historic design guidelines, and the existing 2007 Comprehensive Plan.

Task 1.5 – Steering Committee Meeting 1

OHM will host steering committee meeting 1 to orient the committee to the project, the work plan, and schedule. The meeting will serve as a way to make sure all the participants in the planning process understand the schedule and deliverables that will result from each task. OHM will lead the group through a series of activities to help identify key issues and opportunities, identify focus areas, and agree upon the project goals and objectives which will guide the team throughout the process. The meeting will be held in accordance to state and local health guidelines related to COVID, either by conducting the meeting through a virtual platform or in an appropriate space.

Meetings:

- Project Kickoff Client Meeting 1
- Steering Committee Meeting 1

Time frame:

- Month 1-2

Deliverables:

- Work plan outline
- Project goals and objectives

## Our Approach

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### PHASE 2: INFORM

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#### **Task 2.1 – Existing Conditions Analysis**

During this task, the consultant team will evaluate the existing conditions in the city, building off the data and feedback already collected and assembled by the project team. The outcomes of this task will be critical to the overall development of the Plan as it will create the foundation to develop specific concepts and recommendations that are balanced and informed by thorough technical analysis. The team will examine: demographics, local economy, zoning, current land uses, historic districts/areas, transportation, trails, parks and open spaces, and natural and cultural areas.

#### **Task 2.2 – Driving Tour with Client Team**

OHM, with the client team, will conduct a driving/walking tour of key areas within the city. The purpose of the driving/walking tour is to develop a clearer understanding of the identify issues and opportunities in the city, specifically focus areas, priority projects and/or target development sites which were discussed in the previous steering committee meeting.

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#### **Meetings:**

- Area Tour w/ Client Team

#### **Time frame:**

- Month 1-3

#### **Deliverables:**

- Existing Conditions Analysis Memorandum
- Charrette/Public Meeting work plan for upcoming phase



### PHASE 3: ENGAGE THE COMMUNITY

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#### **Task 3.1 – Virtual Design Charrette**

In this task, OHM will facilitate an interactive design charrette with members of the steering committee, stakeholders, and community members. The charrette will include a variety of exercises and activities to generate ideas and initiate dialogue on the future conditions of Medina. The exercises and activities will cover land use strategies, development principles, zoning, infrastructure, open spaces, focus areas and more. The results of the charrette will be documented and used in later tasks for the Plan development. The charrette will be virtual, utilizing a platform which will allow for large and small group activities and discussions, and also allow for users to annotate on the screen.

The youth in Medina are the future of the community and as such should be engaged as part of the planning process to understand their perspective. As the steering committee, stakeholders, and members of the community, so to should the youth of Medina in an effort to integrate their perspective into the long term vision of the City. Our team will work with the Medina School District to invite students to take part in the design charrette where we will host specific breakout rooms and go through some similar activities and exercises to gather their perspective.

#### **Task 3.2 – Community Survey & Pop-Up Surveys**

For this task, OHM will develop an interactive survey to gather feedback and insights from the larger community. This survey will be hosted on the project website and remain open for an agreed upon time. In addition to the website survey, the team will take key questions from the survey and create large formatted boards which can be strategically placed in locations throughout Medina which remain open and active. This will not only help to promote the planning process, but capture voices that may not typically be heard.

#### **Task 3.3 – Steering Committee Meeting 2**

The purpose of this meeting is to translate the results from the first two phases and the first two tasks of phase three into a draft plan framework. OHM will present the results of the design charrette and survey to the committee for discussion. Once the goals are established, OHM will work with the committee to create a list of draft development principles.

## Our Approach

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The principles are statements of intent that describe the desired outcome of future growth and development in the City. The goals, principles, and land use plan will be used to shape the Plan framework, and should be utilized to evaluate the compatibility of future projects, programs, policies, and developments.

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**Meetings:**

- Virtual Design Charrette
- Steering Committee Meeting 2

**Time frame:**

- Month 3-5

**Deliverables:**

- Community Survey
- Pop-Up Survey Boards (x3)
- Comprehensive Plan Framework
- Draft development principles



### PHASE 4: DEVELOP THE PLAN

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#### **Task 4.1 – Create the Vision and Overall Land Use Plan Strategies**

During this task, the consultant team will create a series of statements with supporting graphics that defines the overall plan and vision for Medina. This step will not be a traditional visioning statement, but rather a synopsis of all the city’s existing conditions analysis, key findings from the market assessment/analysis and stakeholder/public outreach. The purpose of this step is to set the tone for the future land use map and outline the location of the focus areas sites, what future investors are “buying” into, and the expectations for type and quality of future development.

Further, it will accomplish the following as a component of the final plan and market elements:

**GUIDE** the community evaluating proposed public, private, or public/private projects in the various study areas.

**INFORM** and guide property owners and potential investors as to what is desired and likely to be approved.

**MEASURE** progress and effectiveness in the development and redevelopment of the target development sites to ensure projects have synergistic qualities that strengthen the City of Medina.

#### **Task 4.2 - Focus Area Concepts**

The purpose of this task is to dig down and apply the vision, goals, and objectives to specific focus area sites identified in the previous tasks. These areas will be rendered or modeled using computer graphics in detail to illustrate how these areas could be redeveloped with targeted strategies. The results of this task will show how the vision translates to the built environment, and will serve as a powerful marketing tool to communicate the vision and development potential to the private sector.

#### **Task 4.3 – Prepare Draft Plan**

OHM will prepare the initial draft of the Comprehensive Plan. All previous work will be integrated into this draft. The plan will include a series of maps, plans, and illustrations which translate the goals, objectives and development principles into an overall vision. The components will be conceptual, but highly graphic to help communicate and envision the future of the City.

#### **Task 4.4 - Steering Committee Meeting 3**

During this meeting, OHM will go over the focus area concepts and initial draft plan with the steering committee. The committee will be engaged in activities to provide additional feedback and refinement. The team will also discuss and layout the last phase of the planning process, including the virtual public open house.

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**Meetings:**

- Steering Committee Meeting 3

**Time frame:**

- Month 5-7

**Deliverables:**

- Focus Area Concept Plan
- Draft Comprehensive Plan

## Our Approach

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### PHASE 5: FINALIZE, INSPIRE, & IMPLEMENT

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#### **Task 5.1 – Virtual Public Open House**

OHM will facilitate and host a virtual public open house to unveil the Draft Comprehensive Plan to the community at-large. The session will begin with an overall presentation of the plan components and recommendations, followed by a session of smaller breakout rooms where community members and stakeholders can participate by providing their feedback and ask questions. This virtual open house can be simulcast through social media outlets and will also be recorded and posted on the project website. This allows individuals who were unable to participate in the live session the ability to view the presentation and hear some of the feedback. Those individuals will also be able to submit their comments and questions.

#### **Task 5.2 – Steering Committee Meeting 4 - Plan for Implementation**

During this meeting, OHM will present and review the updated draft Comprehensive Plan and begin to identify and outline actions steps and implementation strategies for both short, medium, and long-term time frames. The implementation strategy will be part of the final Plan, and include timeframe/prioritization of the recommendations, and identify parties responsible for implementing specific elements of the Plan. This part of the Plan will become the blueprint for the City and help to aide future decision making processes.

#### **Task 5.3 – Final Plan Development**

During this task OHM will finalize the Comprehensive Plan. We anticipate the final plan including the following:

- Executive Summary
- Community Vision (Statement of Purpose)
- Overview of the Planning Process
- Plan Framework
- Existing Conditions Analysis
- Public Engagement Summary
- Future Land Use Map
- Parks & Open Space
- Transportation/Mobility (motorized and non-motorized)
- Focus Area Plan/Target Redevelopment Sites
- Implementation Matrix and Funding Plan

#### **Task 5.4 - Final Plan Review**

The final Comprehensive Plan will be submitted to the steering committee for their final review and comments. OHM will make any final changes and updates, before finalizing the comprehensive plan for adoption.

#### **Task 5.5 - City Meeting/Plan Adoption**

OHM will submit and present the final Comprehensive Plan to City Council and City Planning Commissions. OHM will provide both hard copies (10 in PDF) and a digital copy of the comprehensive plan, and all physical and electronic materials prepared during the planning process, provided in the appropriate format.

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#### **Meetings:**

- Virtual Public Open House
- Steering Committee Meeting 4
- Planning Commission Meeting
- City Council Meeting

#### **Time frame:**

- Month 8-10

#### **Deliverables:**

- Materials for the Virtual Public Open House
- Final Comprehensive Plan (10 hard copy PDFs and a digital copy)

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



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

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



# Exhibit C

## OHM ADVISORS 2021 HOURLY RATE SCHEDULE

Professional Engineer IV / Architect IV / Senior Interior Designer IV	\$183.00
Professional Engineer III / Architect III / Senior Interior Designer III	\$165.00
Professional Engineer II / Architect II / Senior Interior Designer II	\$150.00
Professional Engineer I / Architect I / Senior Interior Designer I	\$140.00
Project Specialist II	\$158.00
Project Specialist I	\$130.00
Graduate Engineer IV	\$145.00
Graduate Engineer III	\$138.00
Graduate Engineer II	\$130.00
Graduate Engineer I	\$123.00
Graduate Architect III / Landscape Architect III / Interior Designer III	\$132.00
Graduate Architect II / Landscape Architect II / Interior Designer II	\$112.00
Graduate Architect I / Landscape Architect I / Interior Designer I	\$100.00
Technician IV	\$140.00
Technician III	\$120.00
Technician II	\$103.00
Technician I	\$83.00
Engineering / Architectural / Interior Design Aide	\$65.00
Professional Surveyor III	\$162.00
Professional Surveyor II	\$150.00
Professional Surveyor I	\$135.00
Graduate Surveyor	\$115.00
Surveyor III	\$117.00
Surveyor II	\$110.00
Surveyor I	\$90.00
Surveyor Aide	\$70.00
Planner IV	\$160.00
Planner III	\$140.00
Planner II	\$118.00
Planner I	\$100.00
Planner Aide	\$65.00
Graphic Designer	\$110.00
Administrative Support	\$70.00
Clerical Aide	\$60.00
Principal	\$210.00
Sr. Associate	\$195.00
Associate	\$185.00

Rates as reflected subject to review and adjustment on an annual basis.  
2021 Public Rates