

AGENDA

Cascade Charter Township
Downtown Development Authority Board of Directors
January 16, 2024
5:30 p.m.
Cascade Library Wisner Center
2870 Jacksmith Ave. SE

Public may access the meeting via video conference software Zoom

<https://us02web.zoom.us/j/85632463498>

Meeting ID: 856 3246 3498

By Phone: 1 309 205 3325

- ARTICLE 1.** Call the Meeting to Order
- Record the Attendance
- ARTICLE 2.** Approval of the Agenda
- ARTICLE 3.** Introduction of New Members
- ARTICLE 4.** Approval of the Minutes of the December 19, 2023 Regular Meeting and December 19, 2023 Informational Meeting
- ARTICLE 5.** Acknowledge visitors wishing to speak regarding any agenda or non-agenda items (*Comments are limited to five minutes per speaker*)
- ARTICLE 6.** Election of Officers
- ARTICLE 7.** McKenna Professional Services Contract
- ARTICLE 8.** OHM Professional Services Contract
- ARTICLE 9.** Staff Updates
- Cascade Rd Pedestrian Bridge
 - Master Plan and Zoning Update
 - Transportation Update
- ARTICLE 10.** Any Other Business
- a. Next Meeting:
 - b. Township Board Minutes:
- ARTICLE 11.** Adjournment

Minutes

Cascade Charter Township
Downtown Development Authority Board of Directors
December 19, 2023
5:30 p.m.
2870 Jacksmith Ave. SE

- ARTICLE 1.** Chair Pupilava called the meeting to order at 5:39 P.M.
Members Present: Vogel, Preston, Stephan, Pupilava, Lesperance, Siegle
Members Absent: Kleyla, Growney, Makkar
Others Present: Township Manager Jade Smith, Mgt Office Admin Assistant Jessica Stine, and those listed on the sign-in sheet.
- ARTICLE 2. Approval of the Agenda**

Motion was made by Supervisor Lesperance to approve the current agenda. Supported by Member Siegle. Motion carried 6 to 0.
- ARTICLE 3. Approval of the Minutes of October 17, 2023 Regular Meeting and October 17, 2023 Informational Meeting**

Motion was made by Supervisor Lesperance to approve the minutes of the October 17, 2023 regular meeting and October 27, 2023 informational meeting minutes as written. Supported by Member Siegle. Motion carried 6 to 0.
- ARTICLE 4. Acknowledge visitors wishing to speak**

There weren't any visitors who wished to speak at that time.
- ARTICLE 5. Hope Network Transportation**

Township Manager Smith presented information on the public transportation partnership with Hope Network and usage statistics. These statistics suggested that most of the time slots had either zero or one rider. There was a large amount of outreach from residents when service with the Rapid was discontinued but, after that, the calls slowed down and the ridership did not reflect the large response received from the public.

The DDA asked that the Township reach out to the local businesses that originally stated they would have problems with staffing if the Rapid were to discontinue service to see if the problems they anticipated have come to pass. Member Siegle shared that, with this data, he didn't believe it make sense to continue with the current Hope Network transportation plan. Manager Smith said the information would be made available on the website so that residents could see the lack of use and why it made the most sense to discontinue or lessen the service.
- ARTICLE 6. 2024 Budget**

Due to the changes in staffing and how the meeting schedule fell, the Township Board had already approved the budget for the year, including the DDA's portion, before the DDA was able to review and approve it. He went through the major changes from the previous year. Among those were elimination of miscellaneous expenses and dispersal of those expenses into their proper categories, an increase to contracted services due to the anticipated village enhancements, and an increase in funding for lighting so that the lamppost problem can be fixed; the general fund will contribute funding to this too. Manager Smith also proposed cohesive improvements to landscaping that stretch the entire DDA corridor. There was also a decrease in the transportation line item as a decision on using Hope Network or other transportation initiatives had not yet been made.

Motion was made by Member Siegle to approve the proposed 2024 DDA budget. Supported by Member Vogel. Motion carried 6 to 0.

ARTICLE 7.

Staff Updates

- **Library Project**-The pavilion design was approved and concept renderings will be posted at the library soon. The renderings will include all the partners who donated funding to the project
- **Cascade Rd Pedestrian Bridge**-Engineering is still working on designs for the bridge and narrowing the car lanes. They are keeping the same type of barrier between the cars and people and will have an 8ft path on each side of the bridge.
- **Master Plan Update**-The village zoning updates will be coordinated into this plan. They intend it to go before the Planning Commission on February 5th. Manager Smith will also send a copy to the DDA so they can see what is being proposed.
- **6869 Cascade Rd Update**-There was some confusion with the date of possession between the Township and the previous tenants. They are working to get the last items out and then they will turn over the keys, hopefully right after Christmas. Some residents had been seen asking about the purchase situation and DDA members urged the Township to consider publicizing that it was an amicable turnover and that the previous lessee wasn't pushed out.
- **2024 Calendar**-The 2024 meeting calendar, for all township boards and committees, was provided in the packet.

ARTICLE 8.

Any Other Business

- **Appointments**-Supervisor Lesperance thanked Chair Puplava and Member Siegle for their contributions and leadership to the DDA. Chair Puplava and Member Siegle returned their thanks for the opportunity to serve.
- **Traverse City Charity Weekend**-Member Stephan shared about a 'giving back' experience he had in Traverse City where parts of the sales (15%) were given to a charity chosen from a list by the customers and the charities had booths on the sidewalk to interact with customers as well.

- **Public Safety**-Member Vogel talked about public safety and that he doesn't believe that there has been much change in the recent months when it came to the number of calls.
- **Next Meeting**- January 16, 2024

ARTICLE 9. Adjournment

Motion was made by Member Siegle to adjourn the meeting. Supported by Member Stephan. Motion carried 6 to 0. The meeting adjourned at 7:18 P.M.

Respectfully submitted,

Rene Growney, Secretary

DRAFT

Minutes

Cascade Charter Township
Downtown Development Authority Informational Meeting
December 19, 2023
After the regularly scheduled meeting
2870 Jacksmith Ave. SE

- ARTICLE 1.** Chair Pupilava called the meeting to order at 6:36 P.M.
Members Present: Vogel, Preston, Stephan, Pupilava, Siegle
Members Absent: Kleyla, Growney, Makkar, Lesperance
Others Present: Township Manager Jade Smith, Mgt Office Admin Assistant Jessica Stine, and those listed on the sign-in sheet.
- ARTICLE 2. Approval of the Agenda**
- Motion was made by Member Vogel to approve the current agenda. Supported by Member Stephan. Motion carried 5 to 0.**
- ARTICLE 3. Review of Projects Completed - 2023**
- Manager Smith presented the projects the DDA worked on in 2023 and mentioned that many of these items are done each year and would be coming up for 2024.
- ARTICLE 4. Future Plans/Projects**
- Manager Smith talked about the Township's strategic plan and the DDA's involvement in the coming year.
- ARTICLE 5. Acknowledge visitors wishing to speak**
- There weren't any visitors who wished to speak at that time.
- ARTICLE 6. Adjournment**
- Motion was made by Member Siegle to adjourn the meeting. Supported by Member Vogel. Motion carried 5 to 0. The meeting adjourned at 6:38 P.M.**

Respectfully submitted,

Rene Growney, Secretary



CASCADE CHARTER TOWNSHIP

5920 Tahoe Drive SE Grand Rapids, Michigan 49546-7140

MEMO

MEETING DATE: January 16, 2024

ITEM: Consider Approval of Contract with McKenna for DDA Community Planning Assistance.

PRESENTER: Township Manager Smith

INDIVIDUAL PRESENT:

EXECUTIVE SUMMARY: Since the resignation of the Township's Community Planner in November 2023, the need for planning services as we continue to search for a full-time Community Planner and Development Director has been evident. McKenna has been working with the township for quite some time and has proven to be beneficial in a few specific areas for the township as they have assisted with the strategic plan and master plan process in addition to the DDA's various initiatives. It is being proposed that the contract with McKenna expand to cover additional services that they offer. This assistance will be very beneficial as the DDA and Township take on updating its zoning ordinances to be consistent with the pending master plan and with the implementation of the DDA's village initiative, redevelopment incentive program and other items that may be requested in the future.

STRATEGIC PLANS/GOALS: N/A

ACTION REQUESTED: Approve agreement with McKenna for community planning services.

BUDGET IMPLICATIONS: N/A

IMPLEMENTATION PLAN: Upon approval by the DDA Board, the Manager's office will complete the agreement with McKenna.

DIRECTOR'S RECOMMENDATION: N/A

MANAGER'S RECOMMENDATION: Approval

ACTION: I move to approve the agreement with McKenna for DDA community planning services.

ATTACHMENTS:

1. Proposal for community planning services.



MCKENNA

December 21, 2023

Jade Smith
Manager
Cascade Township
5920 Tahoe Dr. SE
Grand Rapids, MI 49546-7123

Subject: Downtown Development Authority (DDA) Services for Cascade Township

Dear Manager Smith,

As requested, we are pleased to submit a proposal to provide Cascade Township with Downtown Development Authority (DDA) assistance, on an as-needed basis at the discretion of the Township. Further, in light of McKenna assisting with Planning and Zoning Assistance, we note that some activities related to DDA matters, such as communications, responses to inquiries, and other activities can be accomplished during in-person office hours.

We're delighted by the prospect of continuing to work with the Township and look forward to working cooperatively with the Cascade Township Team.

A. SERVICES

McKenna will provide professional planning, zoning, economic development, landscape design and mapping assistance to Cascade Township. Our services will be provided as follows, when requested by a Township official.

1. Prepare for and provide assistance to the DDA and other related meetings as requested by the Township. This includes the maintenance of all communications with applicable entities.
2. At meetings McKenna could: Provide verbal and written reports and advisories, as appropriate, on DDA business in matters of administering DDA programs, incentives, communications with business owners, and other applicable projects and tasks.
3. On a day-to-day basis, provide assistance, guidance, and advice via e-mail and telephone to Township Staff and Officials, DDA members, business owners, and others relating to DDA and economic development related matters.
4. Assist the DDA with drafting policy language (as applicable) to better implement the DDA's goals for business attraction and retention and help guide the implementation of said policies.
5. Review and provide recommendations and assistance for implementation of projects as outlined in the DDA's Development Plan and TIF Plan.
6. Ensure that the DDA's high priority tasks outlined in the 2022 Cascade Township Strategic Plan are being considered and implemented appropriately.

WEST MICHIGAN
151 South Rose Street
Suite 190
Kalamazoo, Michigan 49007

○ 269.382.4443
F 248.596.0930
MCKA.COM

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7. Provide assistance to the DDA in terms of Development Plan and TIF Plan updates, as applicable and requested by the Township.
8. McKenna will provide other services consistent with our experience and expertise, as requested by the Township and/or DDA.

B. FEES AND INVOICING

McKenna will invoice all services hourly based as shown on the attached schedule – for all tasks related to the DDA that may occur outside of regular in-person office hours.

McKenna will bill monthly - payment due in 30 days. Hourly billing is to the quarter hour. No more than three hours' travel time (round trip) will be charged per meeting at the Township. Rate increases will occur no more frequently than once per year and will reflect the Consumer Price Index (CPI).

C. HOURLY RATES

For day-to-day services, including travel time to meetings, McKenna's professional hourly rates are as follows. These rates are consistent with our current rates for Additional Services under our Strategic Plan authorization.

Professional Classification	Rate Per Hour*	
President	\$175	<p>* Rates include the following overhead: Accounting, Advertising and Promotion, Books, Publications and Maps, Business Entertainment, Charitable Contributions, Computers, Furniture and Fixtures, Graphics Supplies and General Insurance, Interest, Legal, Licenses, Meals, Memberships and Subscriptions, Office Equipment, Office Space and Parking, Office Supplies, Postage (Except Overnight), Professional Dues, Software, Taxes and Telephone.</p> <p>These rates do not include photography, outside reproduction, document, or materials purchases, which are invoiced additionally. Rates also do not include reimbursable costs for travel, courier, overnight mail, etc. Mileage will be invoiced at the Federal mileage rate.</p> <p>These hourly rates are valid through December 31, 2023, after which they may change per classification by a percentage equal to the increase in the Consumer Price Index for the prior 12 months per U.S. Department of Labor, Bureau of Labor Statistics.</p>
Executive or Senior Vice President	\$160	
Vice President	\$155	
Director	\$145	
Senior Principal or Manager	\$135	
Principal	\$130	
Senior	\$115	
Associate	\$100	
Assistant	\$90	
Intern	\$75	
Administrative Assistant	\$75	
Consultation, preparation for, and sitting as expert witness in legal matters.	\$200	



These rates do not include photography, outside reproduction, documents or materials purchases, which are invoiced additionally.

D. MCKENNA TEAM

Danielle Bouchard, AICP, Principal Planner will be the primary contact providing services to Cascade Township DDA. They will be assisted on an as-needed and as-requested basis by other McKenna professionals, including mapping technicians, subject area specialists, and other planners.

Please let me know if you have any questions. Our team is available to start immediately upon receiving a signed copy of this agreement. Thank you.

Respectfully submitted,

McKENNA

Danielle Bouchard, AICP
Principal Planner

AUTHORIZATION TO PROCEED

CASCADE TOWNSHIP, MICHIGAN

Signature

Title

Date

Name (printed)



CASCADE CHARTER TOWNSHIP

5920 Tahoe Drive SE Grand Rapids, Michigan 49546-7140

MEMO

MEETING DATE: January 16, 2024

ITEM: Consider Approval of Contract with OHM for or DDA Urban Planning Services for the Downtown Development Authority District

PRESENTER: Township Manager Smith

INDIVIDUAL PRESENT:

EXECUTIVE SUMMARY: One of the goals of the DDA is to concentrate on the creation of the village area and enhance the entire DDA district. To best accomplish this, it is recommended to engage an outside firm to efficiently and effectively complete a concept plan, strategy and provide direction for the township to implement.

It is being proposed to engage with OHM Advisors to accomplish this concept and plan that will include 5 tasks as laid out in the attached proposal. I have worked with OHM in several other municipalities and highly recommend their services. They are highly qualified with a staff that has the depth to work with both the staff and DDA Board to accomplish a clear vision and implementation plan. Through a series of activities OHM will provide the following final plan:

1. Overall vision, development principles, and design/buildout objectives
2. Illustrative the Preferred Alternative Master Plan
3. Focus Area/Target site development strategy (up to 3 focus area 'design investigations')
4. Concept-level 'budget' cost estimates for focus area development/redevelopment
5. Streetscape design/multi-modal strategies

I will provide some additional visual examples at the meeting that will better support the recommendation and provide additional clarity of the final outcome

STRATEGIC PLANS/GOALS: N/A

ACTION REQUESTED: Approve agreement with OHM for urban planning services.

BUDGET IMPLICATIONS: N/A

IMPLEMENTATION PLAN: Upon approval by the DDA Board, the Manager's office will complete the agreement with OHM.

DIRECTOR'S RECOMMENDATION: N/A

MANAGER'S RECOMMENDATION: Approval

ACTION: I move to approve the agreement with OHM for DDA urban planning services.

ATTACHMENTS:

1. Proposal for urban planning services.

December 27, 2023

Jade Smith
Cascade Charter Township, MI
5920 Tahoe Dr. SE
Grand Rapids, MI 49546-7123

RE: Cascade Township 'Area Plan'

Thank you for the opportunity to provide the township with a proposal for urban planning services to create an area master plan and development strategy for the Cascade Road Corridor generally between Greenlefe Dr. SE and Thornapple River. Our team is excited to work with you, local leadership, and elected and appointed officials on this important project. The following outlines the scope of services we will provide as part of this effort.

PROPOSED SCOPE OF SERVICES

Task 1. Plan Launch (Meeting #1)

OHM will begin the project by facilitating a kick-off meeting with township staff/leadership to:

- Site Visit & Walk-Through
- Finalize scope and schedule of the project.
- Finalize desired outcomes (Wants and Needs Assessment)
- Define steering committee members, roles, responsibilities
- Build a Development Program and Design Principles/Goals

The kick-off meeting will also serve as a way to make sure all the participants understand the proposed planning process, work schedule, roles/responsibilities of the team, and deliverables.

Deliverables:

1. *Site Visit*
2. *Scope of Work and Schedule*
3. *Wants and Needs Assessment*
4. *Development Program and Principles/Goals*
5. *Meeting #1 (memorandum)*

Task 2. Existing Conditions Inventory and Assessment

OHM will work with the Township (Jade Smith or appointee) to assemble all existing plans and documents that will guide and inform the development of the Plan. OHM in partnership with the Township will gather all current condition information, via Township GIS data, site reconnaissance/visual/photographic survey, drone aerial photography, etc to develop base maps to prepare the master plan. A technical analysis of the existing conditions may include but is not limited to the following.

- Parcel data (ownership, size, land-use)
- Roadway network
- Parking (public and private)
- Existing infrastructure



- Traffic counts
- Environmental conditions (e.g. wetlands, floodplain)
- Vacant/underutilized property
- Development character

This analysis will reveal some of the opportunities and constraints focusing on primary issues and challenges within the study area. From this analysis the project team will prepare a series of analysis diagrams and explanations to outline a framework for potential solutions. This will be an interactive process with Township staff and leadership where a general understanding of the issues related to underutilized property, connectivity, multi-modal transportation, land use, site design, amenities, and the regulatory framework will be outlined.

Deliverables:

1. *Base-Mapping*
2. *Existing Conditions Analysis*

Task 3. Concept Development

OHM will create up to (3) ‘draft’ masterplan concepts for presentation to Steering Committee. The concepts will be grounded in the set of development principles created in Task 1 and will serve as the foundation for future growth and development/redevelopment. The concepts will include the Development Program created in Task 1 while outlining recommendations for riverfront development, public space, public-private partnerships, mixed-use redevelopment, parking, amenities, land use, access, roadway/streetscape configuration, overall phasing approach, and other elements as identified in the process. These highly illustrative concepts will clearly outline potential options in order to frame discussions around a preferred development/redevelopment and land use/development strategy for the study area.

Deliverables:

1. *Preliminary DRAFT Master Plan (up to 3 options)*

Task 4. Presentation to Steering Committee (Meeting #2)

OHM will present the master plan concepts at an in-person meeting and input session at the Township. This will serve as the framework for the “big idea” aspects of the plan. Facilitated discussion and exercises will examine specific aspects of the potential development/redevelopment approaches. This meeting will serve to establish the remaining direction of the plan, while still leaving room for course corrections and new ideas based on funding and political-will.

Deliverables:

1. *Presentation (PDF)*
2. *Meeting #2 (memorandum)*

Task 5. Final Plan

Based on the Development Program, Development Principles, Existing Conditions Analysis, and Steering Committee input from Meeting #2, OHM will develop the Preferred Alternative Master Plan. OHM will facilitate a discussion with the Steering Committee to review the final plan concept, development strategies, and general recommendations. The Plan will consist of the following elements:

1. Overall vision, development principles, and design/buildout objectives
2. Illustrative the Preferred Alternative Master Plan
3. Focus Area/Target site development strategy (up to 3 focus area ‘design investigations’)
4. Concept-level ‘budget’ cost estimates for focus area development/redevelopment
5. Streetscape design/multi-modal strategies



6. Benchmarking and character images to convey design intent
7. Phasing Plan and Recommendations

Deliverables:

1. Preferred Alternative Illustrative Master Plan
2. Focus Area Plans (3 areas identified for 'design investigations')
3. Budget Cost Estimates (3 focus areas)
4. Streetscape design/ multi-modal strategies
5. Character image board(s)
6. Phasing Plan
7. Meeting #3 (presentation to Steering Committee)

Task 6. Digital 3D Model of Master Plan

As a component of the Preferred Alternative Master Plan, OHM will develop a digital 3D model of the study area. The model will be a high-quality digital representation of the plan. This model will be instrumental in conveying the intent of development/redevelopment and public sector investment to the private sector. The model will be animated to allow for fly-thru's and marketing of specific properties and areas to target audiences through video application and high-quality graphics.

Deliverables:

1. Digital 3D Model and supporting video fly-thru

FEE

We propose to complete the above scope of services the fee structure below:

- Task 1. \$5,000
- Task 2. \$15,000
- Task 3. \$35,000
- Task 4. \$5,000
- Task 5. \$35,000
- Task 6. \$30,000

*Reimbursable Expense Budget: \$5,000

Total: \$130,000

ANTICIPATED SCHEDULE:

OHM can complete the above scope of work in 14-16 weeks. (based on client schedules/holiday/etc.)

AUTHORIZATION:

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 Cascade Township, MI and look forward to working with you on this project. Please do not hesitate to contact me directly at 614.286.2383 with any questions or for additional information.



OHM Advisors
CONSULTANT

Cascade Township, Michigan
CLIENT

_____ (Signature) _____

Tony Slanec (Name & Title) _____

01-02-24 (Date) _____

Standard Terms & Conditions

1. **THE AGREEMENT** – These standard Terms and Conditions and the attached Proposal or Scope of Services, upon their acceptance by the Owner, shall constitute the entire Agreement between OHM Advisors, registered in the State of Ohio, and the Owner. The Agreement shall supersede all prior negotiations or agreements, whether written or oral, with respect to the subject matter herein. The Agreement may be amended only by mutual agreement between OHM Advisors and the Owner and said amendments must be in written form.
2. **SERVICES TO BE PROVIDED** – OHM Advisors will perform the services as set forth in the attached proposal or scope of services which is hereby made a part of the Agreement.
3. **SERVICES TO BE PROVIDED BY OWNER** –
The Owner shall at no cost to OHM Advisors:
 - a. Provide OHM Advisors’ personnel with access to the work site to allow timely performance of the work required under this Agreement.
 - b. Provide to OHM Advisors within a reasonable time frame, any and all data and information as may be required by OHM Advisors to perform the services under this Agreement.
 - c. Designate a person to act as Owners representative who shall have the authority to transmit instructions, receive information, and define Owner policies and decisions as they relate to services under this Agreement.
4. **PERIOD OF SERVICE** – The services called for in this agreement shall be completed within the time frame stipulated in the Proposal or Scope of Services, or if not stipulated shall be completed within a time frame which may reasonably be required for completion of the work. OHM Advisors shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this agreement resulting from any cause beyond OHM Advisors’ reasonable control.
5. **COMPENSATION** – The Owner shall pay OHM Advisors for services performed in accordance with the method of payment as stated in the Proposal or Scope of Services. Method of compensation may be lump sum, hourly: based on a rate schedule, percentage of the construction cost, or cost plus a fixed fee. The Owner shall pay OHM Advisors for reimbursable expenses for sub consultant services, equipment rental or other special project related terms at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT** - Invoice(s) shall be submitted to the Owner not more often than monthly for services performed during the preceding period. Owner 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 charge at the rate of one percent per month from said thirtieth day.



7. LIMIT OF LIABILITY – OHM Advisors shall perform professional services under this Agreement in a manner consistent with the degree of care and skill in accordance with applicable professional standards of services of this type of work. To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, the total liability in the aggregate, of OHM Advisors and its Officers, Directors, Partners, employees, agents, and sub consultants, and any of them to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of OHM Advisors or OHM Advisors' Officer, Directors, employees, agents or sub consultants, or any of them shall not exceed the amount of \$1,000,000 or OHM Advisors' fee, whichever is greater.
8. 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.
9. NO WAIVER – Failure of either party to enforce, at any time, 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 or breaches of such provisions.
10. GOVERNING LAW – The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.
11. DOCUMENTS OF SERVICE – The Owner acknowledges OHM Advisors' reports, plans and construction documents as instruments of professional services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due OHM Advisors, however OHM Advisors shall have the unlimited right to use such drawings, specifications and reports and the intellectual property therein. The Owner shall not reuse or make any modifications to the plans and specifications without prior written authorization by OHM Advisors. In accepting and utilizing any drawings or other data on any electronic media provided by OHM Advisors, the Owner agrees that they will perform acceptance tests or procedures on the data within 30 days of receipt of the file. Any defects the Owner discovers during this period will be reported to OHM Advisors and will be corrected as part of OHM Advisors' basic Scope of Services.
12. TERMINATION – Either party may at any time terminate this Agreement upon giving the other party 7 calendar days' prior written notice. The Owner 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.
13. OHM ADVISORS' RIGHT TO SUSPEND ITS SERVICES – In the event that the Owner fails to pay OHM Advisors the amount shown on any invoice within 60 days of the date of the invoice, OHM Advisors may after giving 7 days' notice to the Owner, suspend its services until payment in full for all services and expenses is received.
14. OPINIONS OF PROBABLE COST – OHM Advisors' preparation of Opinions of Probable Cost represent OHM Advisors' best judgment as a design professional familiar with the industry. The Owner must recognize that OHM Advisors has no control over costs or the prices of labor, equipment or materials, or over the contractor's method of pricing. OHM Advisors makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
15. DISPUTE RESOLUTION – In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and OHM Advisors 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.



Special Consideration: As we submit this proposal, the world is still in the midst of the Covid-19 health crises and we believe there is an increased risk for potential schedule impacts. The Scope of Services includes a schedule that is based on operating in a normal environment. The OHM Advisors team, like the Client, is adjusting our workflow logistics and our design teams are working remotely in a very effective manner. However, be aware that schedule impacts from elements such as field services delays, permitting agencies, utility companies, and key staff illness that neither OHM Advisors or the Client have control over are more likely in the current environment. We will communicate proactively, clearly identify project issues as they arise and work with the Client staff to develop a plan to deal with the issues.

Client Initials: _____