

Request for Qualifications

Quality Assurance Testing and Special Inspection Services

PROJECT:

Oakwood Jr HS/HS Renovations
1200 Far Hills Ave.
Dayton, OH 45419

Harman Elementary School
735 Harman Avenue
Oakwood, OH 45409

Smith Elementary School
1701 Sharfor Blvd.
Oakwood, OH 45419

OWNER:

Oakwood City Schools
20 Rubicon Road
Oakwood, Ohio 45409

MEP ENGINEER:

Heapy Engineering
Dayton, OH

STRUCTURAL ENGINEERS:

Shell & Myers Associates
Dayton, OH

CONSTRUCTION MANAGER:

Danis Building Construction Company
3233 Newmark Drive
Miamisburg, OH 45342

REQUEST FOR QUALIFICATIONS

Oakwood City Schools, (“Owner”), is requesting statements of qualifications (“SOQ”) to provide Quality Assurance Testing and Special Inspection Services for renovations to the Harman Elementary School located at 735 Harman Avenue, Oakwood, OH 45409, Smith Elementary School located at 1701 Sharfor Blvd., Oakwood, OH 45419 and the Jr. HS/High School Building located at 1200 Far Hills Ave., Dayton, OH 45419 (collectively, the “Facilities”). This effort is to obtain an independent source of Quality Assurance Testing and Special Inspection services during the Construction Phase of the Project. In general, the project consists of major mechanical, electrical, plumbing and architectural renovations to the existing Facilities.

**The expected construction period for this project is April 2020 through August 2021. Summers of 2020 and 2021 will be completed during normal working hours. Any work completed during the 2020-2021 school year will be completed on 2nd shift. See included phasing plan for locations of work by phase. There may be periods of work during normal business hours during school shutdowns.

The Quality Assurance Testing and Special Inspections Consultant shall respond with their statement of qualifications no later than 2:00 pm EST, April 3, 2020 for consideration on the Project. The Consultant shall include information as requested by this RFQ. The award of a Contract will be made to the most qualified Consultant based on those statements that comply with all requirements described herein. In no case will an award be made until all necessary investigations are made as to the qualifications of the Consultant to whom it is proposed to award the Contract. The successful Consultant will be notified by

letter mailed to the address as shown on its statement of qualifications that it will be awarded the Contract. The Consultant will be expected to begin work immediately upon receiving written authorization to proceed.

ARTICLE 1 -- TERMS AND CONDITIONS

- 1.1 **CONTRACTING ENTITY:** The Consultant will be contracted directly with Oakwood City Schools. The successful Consultant shall execute the form of Contract attached hereto and shall be returned within ten (10) days after Consultant has received notice that the contract has been awarded. No SOQ shall be considered binding upon the Owner until the execution of the contract. If the Owner does not execute the Contract within sixty (60) days following receipt from the Consultant of the required Contract Documents, the Consultant will have the right to withdraw without prejudice.
- 1.2 **TIME:** Subject to any limitations stated in the SOQ, the specified Quality Assurance Testing and Special Inspection work shall be completed at specific times throughout the construction phase, upon request of the Construction Manager. Observation reports and technical data gathered during the tests or resulting from the observation and testing shall be delivered to the Owner, Architect, Construction Manager and Owner's Representative within seven (7) calendar days after written authorization to proceed is received, subject to the particular nature of the individual tests.
- 1.3 **COMPENSATION:** The Consultant shall be compensated per price schedules for individual specific types of testing and inspections, and expenses per the submitted SOQ. The Consultant shall be responsible for determining the types of testing, inspections, quantity, fees, and expenses for each test and inspection that the Consultant deems necessary for the project (in regard to materials testing) or as is required by the Building Code (in regard to special inspections). Lists provided in this RFQ are guidelines and are not complete representations of the tests and inspections required for the project.
- 1.4 **PROTECTION OF PROPERTY:** The Consultant shall take all reasonable precautions to prevent damage to property both visible and concealed.
- 1.5 **INSURANCE:** As part of its SOQ, each Consultant, shall submit evidence of the following insurance coverage, and if awarded the contract, shall at all times during the term of the contract maintain such insurance. The insurance company(ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A. M. Best Company or equivalent. The successful Consultant shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Owner, evidencing the required insurances upon execution of the contract.
 - A. Commercial General Liability Insurance, including Contractual Liability Coverage Products and Completed Operations Coverage and Broad Form Property Damage, written on an "occurrence" basis, with limited of liability not less than One Million Dollars (\$1,000,000) per person/One Million Dollars (\$1,000,000) per occurrence/ Two Million Dollars (\$2,000,000) annual aggregate, and with a deductible no greater than \$25,000, covering bodily injury, personal injury, property damage and loss of use of property.
 - B. Business automobile liability insurance to cover each automobile, truck or other vehicle used in the performance of the Contract in an amount not less than a combined single limit of One Million Dollars (\$1,000,000) for bodily injury (including death at any time occurring) and property damage per occurrence.



- C. Workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio.
 - D. Statutory unemployment insurance protection for all of its employees.
 - E. Maintain such other insurance policies as may be reasonably required by the Owner.
 - F. The successful Consultant will name the Owner as additional insured on all policies, and all policies will contain a clause stating the coverage will be primary and non-contributor as respect to all work being performed for the Owner. The Consultant will confirm that Danis and Oakwood City Schools can be added to insurances and indemnified.
- 1.6 QUALIFICATIONS: All work shall be performed by qualified personnel under supervision of a Professional Consultant registered in the State of OHIO. All reports shall bear the seal of a Professional Consultant registered in the State of OHIO.
- 1.7 REPORTS AND LOGS: It is understood that the Owner, or the Construction Manager on the Owner's behalf, may require additional copies of the reports, as necessary in connection with the proposed Project without incurring obligation for additional compensation.
- 1.8 PREPARATION COSTS: The Owner is not liable for any costs incurred by the Consultant prior to issuance of a contract.
- 1.9 MISCELLANEOUS:
- 1.9.1 This document should be incorporated into the Consultant's SOQ. Reference to the RFQ and the attachment of this signed RFQ will be required.
 - 1.9.2 All digital reports will be provided at no additional cost. Consultant is to acknowledge this in the SOQ.

ARTICLE 2 – SCOPE OF WORK

- 2.1 The Consultant shall furnish all labor, materials, tools, equipment, and supervision to provide all required Quality Assurance Testing per the plans and specifications, and as requested and directed by the project A/E team, Oakwood City Schools, and Danis Building Construction Company. Quality Assurance Testing includes, but is not necessarily limited to, the following:
 - 1. Subgrade preparation (at slabs-on-grade, etc.) – Minimal requirements.
 - 2. Concrete testing: slabs on grade, site concrete. – Minimal requirements.
 - 3. Structural Steel: Field inspection/testing of required welding. – Majority of requirements
 - 4. Other areas as may be required
- 2.2 The Consultant shall furnish all labor, materials, tools, equipment, and supervision to provide all required Special Inspections per the Ohio Building Code, and as requested and directed by the project A/E team, Oakwood City Schools, and Danis Building Construction Company. In addition to Special Inspections required by the building code, the Consultant shall provide inspections required by the building department such as rebar inspections, pre-pour inspections, etc. as requested by Danis in order to maintain the project schedule.

- 2.3 This contract is based on the hourly rates, unit prices and expenses set forth on Appendix A. Danis and/or Oakwood City Schools must sign and verify time sheets daily.
- 2.4 All field equipment required to perform the required testing and/or inspections is included in the hourly rate of the technician. No additional costs are allowed for picking up samples.
- 2.5 The observation and testing services required for this project will be provided on an as needed basis.
- 2.6 ** All structural steel inspections and testing will be conducted in areas above ceilings. In many cases, the areas in question are two-story structures. Gymnasium and Auditorium type spaces. Several areas will use scaffolding to access the areas in question. Please note the requirement for possible use of lanyards to access the areas in question.**
- 2.7 The contract may be terminated at any time, by providing the Consultant with a 72-hour notice of termination.
- 2.8 Submit daily handwritten inspection reports and test data sheets. The inspection reports will include time and expenses incurred. Formal type-written reports will be submitted on a weekly and/or monthly basis.
- 2.9 Submit monthly invoices for actual services performed based on contract rates. The invoice shall provide sufficient detail to track various costs.
- 2.10 Submit reports as required in the specifications on a timely basis. Immediately notify Danis verbally and in writing of any failed tests.
- 2.11 Reject questionable work not complying with specifications.
- 2.12 Testing agency is required to have sufficient manpower to respond within 8 hours when testing or inspections are requested or required.
- 2.13 The approximate quantities related to the work contemplated within this RFQ are as follows:

Approximate Quantities for this Project:

- 1468 LF 1/4-inch field weld
- 18 LF 1/8-inch field weld
- 152 Lindapter Bolt Connectors
- Other requirements that may apply.

ARTICLE 3 - REPORTS

3.1 FORMATS:

- 3.1.1 All segments of reports shall be printed on paper, 8-1/2 x 11 inches, suitable for photocopying, and shall be bound in booklet form. If larger drawings are necessary, they shall be folded and bound into the booklet. Written reports and analyses shall be on the Consultant's letterhead. Each drawing shall have a title block that contains the Project name and location, the Consultant's name and address, the date of the investigation and testing, and the date of the drawing.

3.2 FIELD AND LABORATORY REPORTS:

- 3.2.1 All data shall be recorded according to the applicable ASTM or other standard test methods.
- 3.2.2 Identify the ASTM standards or other recognized standard sampling and test method utilized.

ARTICLE 4 – SUBMITAL OF STATEMENT OF QUALIFICATIONS

4.1 **Submittal Requirements.** The Statement of Qualifications shall consist of the following:

- 4.1.1 *Cover Letter.* The cover letter shall introduce the proposed team, naming the key players and highlighting the firm's qualifications for the Project, and other relevant information as desired.
- 4.1.2 *Company History* (please include for all team member firms, if the team consists of more than one firm) including:
 - 4.1.3 *Provide a brief history of the background of your firm (including number of years in business and any former names under which the firm has operated).*
 - 4.1.4 *Description of current workload and percentage availability of all team members to be assigned to the Project.*
 - 4.1.5 *Proposed Team.* Identify the individuals you propose as a part of the Project team, and describe their responsibilities for the Project, including the involvement each individual. Present an organization and reporting chart for the proposed team, and how they will interact with other members of the Owner.
 - 4.1.6 *Project Experience & References.* Provide a concise one page descriptions of comparable projects now in progress or completed within the last 5 years for which your firm provided similar services. These descriptions should demonstrate your firm's and your team's experience relevant to the scope, costs and conditions of the Project listed in this RFQ. Include in the description of each project:
 - 4.1.6.1 Brief description of each project, including owner and relevant scope of the project.
 - 4.1.6.2 Services provided (indicate whether completed or in progress).
 - 4.1.7 *Litigation History.* Provide specific information on the firm's performance history, in the last five years, with respect to:
 - 4.1.7.1 Termination for default.
 - 4.1.7.2 Litigation by or against your firm.
 - 4.1.7.3 Judgments entered for or against your firm.
 - 4.1.8 *Schedule of Hourly Rates.* Provide a schedule of hourly rates and unit prices for each specific type of Quality Assurance testing and/or Inspection. Price schedules and billing

rates shall be in effect for the life of the construction project. The price schedule and billing rates of the Quality Assurance and Special Inspection work shall also include all materials, apparatus, labor for exploration procedures, sampling, field and laboratory testing, travel, picking up samples, preparing and submitting technical data and report(s) and providing general Quality Assurance and Special Inspection Services during the construction phase. Note: Additional items added to any invoices that were not included in the RFQ will not be approved without prior Owner approval. Pricing for Quality Assurance Testing services shall be broken out separately from the pricing for Special Inspection Services.

- 4.1.9 Responders should note any minimum charge requirements per visit in the response.
 - 4.1.10 The Consultant will budget for reimbursable expenses and shall propose this expense as a separate line item.
 - 4.1.11 The Consultant will confirm that no additional work will be invoiced unless properly approved in advance of the work. Acknowledgment is required in the SOQ response.
 - 4.1.12 The Consultant will be specific in the SOQ stating what is covered by fees and expenses. At the end of the SOQ summarize the basic service cost and expenses each on a separate line for the testing services.
- 5.1 **Submittal Instructions.** The individual or official of the firm who has the power to contractually bind the firm must sign the Declaration.

- 5.1.1 Completed submittals must be received at the following address no later than 2:00 p.m. on April 3, 2020. Three (3) copies of the submittal are required. Please address submittals to:

Todd Scott
Director of Operations
Oakwood City Schools
20 Rubicon Road
Oakwood, Ohio 45409

Please direct any questions to Todd Scott at scott.todd@oakwoodschoools.org.

- 5.1.2 The Owner reserves the right to reject late submissions.
- 5.1.3 The Owner may (i) amend, modify, or withdraw this RFQ, (ii) revise requirements of this RFQ, (iii) require supplemental statements or information from any firm, (iv) accept or reject any or all responses hereto, (v) extend the deadline for submission of responses thereto, (vi) negotiate or hold discussions with any respondent and to waive defects and allow corrections of deficient responses which do not completely conform to the instructions contained herein, and (vii) cancel this RFQ, in whole or in part, if the Owner deems it in its best interest to do so. The Owner may exercise the foregoing rights at any time without notice and without liability to any proposing firm or any other party for their expenses incurred in the preparation of the responses hereto or otherwise.
- 5.1.4 **Evaluation and Selection Schedule.** The Owner will evaluate all Statements of Qualification received by the deadline to determine the most qualified firm evaluated on the criteria set forth in the RFQ Evaluation Form attached hereto as Appendix B.



ARTICLE 6 --MISCELLANEOUS

Due care and diligence have been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the respondent. The Owner and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the respondent to determine the full extent of the exposures.

The successful respondent may not assign their rights and duties under an award without the written consent of the Owner. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

Owner makes no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever. Owner reserves the right to seek SOQs from and to contract with any firm not participating in this process. The awarding of a contract is at the sole discretion of the Owner.



APPENDIX A

Pricing Breakdown

Each firm shall include:

1. List the amount of labor hours expected for successful completion of the work:
 - Structural Steel related (See included structural series drawings for scope of work)
 - Provide weld inspections and testing.
 - Provide other special inspections as required for the scope of work.
2. Responders shall provide a rough cost estimate for the work required.
3. Responders shall include any assumptions and clarifications with respect to the scope of work.
4. In addition to the estimated costs outlined above, each firm shall provide a listing of all personnel hourly rates and testing expenses that may be utilized on the project as a separate attachment. These will be used for any additional work required on the project.



APPENDIX B

RFQ EVALUATION FORM

School District Criteria	Range of Scores	Score
Firm Background, Depth of Resources to Handle Project & Proximity to School District	0-20	
Team Member Experience and Approach	0-20	
Educational Business Trends/Solutions	0-20	
References	0-10	
Experience with School Districts	0-25	
Litigation History	0-5	

Total:

/100

Comments/Intangibles:

Consulting Firm _____

Evaluator _____ Date _____

APPENDIX C

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into effective as of _____, 2020 (the “Effective Date”), by and between the **OAKWOOD CITY SCHOOLS** (the “Owner”) and _____ (the “Consultant”). In consideration of the premises and the mutual covenants and agreements of the parties set forth herein, it is agreed as follows:

1. **Contract Documents.** The Contract Documents consist of (i) this Agreement between the Owner and the Consultant (the “Agreement”), (ii) the Exhibits attached hereto and incorporated herein by reference and (iii) other documents listed in the Agreement and changes issued in writing after execution of the Agreement (collectively, the “Contract Documents”). Notwithstanding anything set forth in the Contract Documents to the contrary, in the event of any conflict or inconsistency between the terms or provisions of this Agreement and the terms or provisions of any of the other Contract Documents, the terms or provisions this Agreement shall govern, except where the terms and provisions of the other Contract Documents require the greatest quantity, highest quality, highest degree of safety, most stringent material, equipment or services, more detailed reporting by Consultant, or expands the obligations of the Consultant.
2. **Scope of Work.** The Consultant shall perform the services specifically provided on Exhibit A attached hereto and incorporated by reference herein (collectively, the “Services”) in strict accordance with the terms and conditions set forth in the Contract Documents. The term “Services” shall also include the successful completion of the Services in a timely manner together with all labor, materials, equipment and services required in connection therewith and as further detailed in the Contract Documents, as well as those components and elements which, even if not detailed in the Contract Documents, are reasonably inferable therefrom or are customarily performed.
3. **Standard of Care.** Consultant agrees to perform Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant agrees to perform Services in accordance with any applicable federal, state, or local law or regulation. Consultant warrants that Consultant is professionally qualified to perform the Services and is licensed by all public entities having jurisdiction over Consultant, to the extent that such licensing is required.
4. **Commencement And Completion.** The term of this Agreement shall commence on April __, 2020 (the “Commencement Date”) and shall be completed on or before August __, 2021 (the “Completion Date”). Notwithstanding anything to the contrary in this Agreement, the Owner may terminate this Agreement for its convenience upon not less than seventy-five (75) days’ prior written notice to Consultant.
5. **Compensation.** The Owner agrees to pay to the Consultant and the Consultant agrees to accept from the Owner, as full and complete payment for the Services performed by the Consultant, compensation in the amount and manner set forth on Exhibit B attached hereto and incorporated by reference herein. The compensation for the Services includes the Consultant’s expenses, taxes, overhead and profit including, without limitation, employees’ wages, salaries, benefits and expenses of its employees, as well as their federal and state income tax withholding amounts, social security, federal and state unemployment taxes, and any similar payroll taxes.
6. **Payment.** All invoices with respect to Services that have been completed satisfactorily in accordance with the terms of this Agreement will be paid by the Owner within thirty (30) days of submittal. If the Owner questions any portion of the invoices and delays in paying a

portion pending resolution of the questions, the undisputed amount requested for payment will be paid by the Owner in accordance with the terms hereof. In the event of and during any pending dispute between the parties regarding their respective rights and obligations hereunder including, but not limited to, questions regarding any portion of the invoices and resulting delays in payment of that portion pending resolution of such questions, unless instructed otherwise in writing by the Owner, the Service Provider shall continue to furnish services to the Owner, and the Owner shall continue to pay all undisputed amounts in accordance with the terms hereof.

7. Compliance with Laws.

7.1 Consultant will comply at its expense, with all laws, ordinances, rules, regulations and orders of any public authority relating to the performance of the Services and workplace safety, including but not limited to OSHA regulations and all state, local and project specific safety requirements (“Workplace Safety Laws”), as well as substance abuse policies or programs of the Owner. Consultant shall also comply with all applicable laws, ordinances, rules, regulations, standards, and requirements relating to discrimination in employment, fair employment practices, immigration laws or equal employment opportunity governing the Services.

7.2 Consultant will obtain all permits required to perform the Services. Consultant will be responsible for the acts and omissions of its employees, agents and subcontractors and any other party for whose acts any of the foregoing may be liable (“Consultant Parties”). Consultant will promptly, at its expense, remedy any damage or loss to the Owner, the site, any adjacent property or any third party caused by any act or failure to act of Consultant or any Consultant Parties. If Consultant fails to correct any damage, then Owner, without prejudice to any of its other rights or remedies, may correct such damage and Consultant shall pay Owner, within 10 days of notice, all of Owner’s costs and expenses, including administrative and reasonable attorneys’ fees.

8. Ownership and Use Of Documents. The master plan, together with all drawings and supporting documents prepared by, or with the cooperation of, the Service Provider or its consultant pursuant to this Agreement are the property of the Owner whether or not the projects for which they are prepared is commenced or completed. The Service Provider or its consultant, as applicable, may retain copies, including reproducible copies of such documents for information and reference. Such documents may be used by the Owner or others employed by the Owner for reference in connection with the completion, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the projects, without compensation to the Service Provider or its consultants. The Service Provider shall not be held liable if a third party receives the master plan, drawings or supporting documents and either modifies, changes or uses the documents in a way not originally anticipated when the documents were created. This Section shall survive termination of this Agreement.

9. Insurance.

9.1 During the performance of the Services, the Consultant shall carry the following minimum insurance coverages:

9.1.1 Worker’s Compensation Insurance in the amount of the statutory limits.

9.1.2 Employer’s Liability Insurance, covering all operations and the Services hereunder, written on an “occurrence” basis, with limits of liability not less than \$1,000,000 per person/\$1,000,000 per occurrence.

9.1.3 Commercial General Liability Insurance, including Contractual Liability Coverage, Products and Completed Operations Coverage and Broad Form Property Damage, written on an “occurrence” basis, with limits of liability not less than \$1,000,000 per person/\$2,000,000 per occurrence/\$2,000,000 general aggregate, covering bodily injury, personal injury, property damage and loss of use of property.

9.1.4 Comprehensive Automobile Liability, including Bodily Injury & Property Damage with limits of \$1,000,000 per person/\$1,000,000 per occurrence combined single limit.

9.2 All insurance required under this Agreement shall be with companies authorized to do business under the laws of the State of Ohio. All policies of insurance required hereunder shall be primary (as regards any commercial general or excess liability coverage carried by the Owner) with respect to liability assumed by the Consultant hereunder. Before commencing any Services hereunder, the Consultant shall provide the Owner with Certificates of Insurance evidencing the insurance coverage required under this Agreement and providing for not less than thirty (30) days advance written notice to the Owner of cancellation or material modification. Updated Certificates of Insurance shall be provided to the Owner from time to time upon request.

10. Indemnification. The Consultant shall indemnify, hold harmless and, at the Owner’s request, defend the Owner, its employees, agents and representatives from and against any and all claims, suits, demands, liabilities, losses, damages, costs and expenses arising out of or resulting from claims for injury to or death of persons or claims for third-party property damage to the extent arising out of or resulting from (i) any actual or alleged negligent acts, errors or omissions of the Consultant, its agents, employees, contractors (at any tier), sub-contractors in the performance of the Services under this Agreement or (ii) any breach of this Agreement by the Consultant. The Owner’ entitlement under the foregoing indemnification may be deducted from the Consultant’s compensation then due or thereafter to become due, in addition to any other remedies that the Owner may have under this Agreement, at law or in equity.

11. Limitation of Liability. In no event will Owner be liable to Consultant for special, consequential, incidental, or other indirect damages of any kind, whether the claim arises in contract, tort, or other legal theory.

12. Termination.

12.1 The following events, or any other comparable event, shall be deemed “Events of Default” for the purposes of this Agreement: (i) insolvency of the Consultant; (ii) the filing by or against the Consultant of proceedings under any law relating to bankruptcy, insolvency, or the relief of debtors; (iii) the failure of the Consultant to comply with applicable federal state, and local laws, regulations, policies, guidelines, orders, permits or licenses; (iv) any of the Services are abandoned or terminated prior to their completion, or the Services are suspended for more than one week; (v) the Consultant fails to complete the Services by the completion date specified for such Services; or (vi) except as provided in items (i) through (v) above, the Consultant fails in any respect to commence and properly perform the Services with promptness and diligence in accordance with the terms of the Contract Documents or otherwise breaches any of its obligations under this Agreement.

12.2 Upon the occurrence of an Event of Default by the Consultant, the Owner will have the right to terminate this Agreement provided that the Owner shall pay the Consultant for all Services performed prior to the time of such termination. If the

cost of completing the Services by another Consultant is greater than the amount payable to Consultant under this Agreement, Consultant agrees to pay Owner this difference upon demand. Notwithstanding the foregoing, Owner shall have the right to terminate this Agreement at any time for its convenience, upon seventy-two hours prior notice, in which event, Owner shall pay Consultant for all Services properly performed prior to the time of such termination.

13. **Disputes.** If a dispute between the parties arises out of or relates to this Agreement or the other Contract Documents, or a breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussions between the parties prior to having recourse to a judicial forum. However, disputes between the parties that cannot be mutually resolved shall be decided by litigation. The parties further agree that the sole and exclusive forum for litigation shall be Montgomery County, Ohio. Notwithstanding anything to the contrary, during any dispute or judicial proceedings related thereto, Consultant, at Owner's sole option, shall continue to perform the Services in accordance with Section 4.3 of this Agreement.
14. **Safety.** The Consultant, its employees and subcontractors shall take all reasonable precautions with respect to the Services, shall comply with all safety measures initiated by the Owner (provided that the Owner has provided the Consultant with notice of such measures) and with all applicable laws, ordinances, rules and regulations for the safety of any persons or property at the Site, including but not limited to OSHA regulations and other requirements which may become effective after the date of this Agreement.
15. **Assignment; No Subcontracting.** The Services furnished hereunder are personal to the Owner, therefore, the Consultant may not assign this Agreement, in whole or in part, to any person or entity without the Owner's express prior written consent. The Owner may, upon written notice to the Consultant, assign this Agreement to any party. The Consultant may not subcontract any of the Services without the Owner's prior written consent in each instance.
16. **Independent Contractor.** The Consultant will act solely as an independent contractor of the Owner under this Agreement and nothing contained herein will create or be construed as creating a partnership, joint venture, agency, or any similar relationship between the parties. Neither party will have, with respect to the other party or any of its employees, any obligation with respect to worker's compensation, social security, withholding tax, or any other expense customarily paid by an employer with respect to an employee.
17. **Notices.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and delivered personally to such party, or sent by recognized overnight courier service, or by first class U.S. mail, return receipt requested, postage prepaid, addressed to such party at the address for notices set forth on the signature page hereof or to such other address as either party may give to the other in writing for such purpose. All notices will be effective upon receipt.
18. **Illegality.** If any term or provision of this Agreement operates or would prospectively operate to invalidate this Agreement in whole or in part, then such term or provision only will be void to the extent of such invalidity, and the remainder of this Agreement will remain in full force and effect.
19. **Waiver.** The waiver by a party of any breach of this Agreement by the other party in a particular instance will not operate as a waiver of subsequent breaches of the same or different kind. The failure of a party to exercise any rights under this Agreement in a particular instance will not operate as a waiver of such party's right to exercise the same or different rights in subsequent instances.

20. **Entire Agreement.** This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties, and supersedes any prior written or oral understandings, with respect to the subject matter hereof.
21. **Time.** Time is of the essence in the Consultant's performance of all obligations under the Contract Documents.
22. **No Reliance; Amendments.** Each party acknowledges and agrees that no representative of the other party has the authority to make any representations, statements or promises in addition to or in any way different than those contained in this Agreement, and that it is not entering into this Agreement in reliance upon any representation, statement or promise of the other party except as expressly stated herein. No changes, amendments or clarifications of any of the terms of this Agreement will be valid or effective unless in writing and signed by an authorized representative of the party to be bound.
23. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
24. **Governing Law; Limitations.** This Agreement, all rights and obligations between the Owner and the Consultant, and any and all claims arising out of or relating to the subject matter of this Agreement or the Contract Documents (including all tort claims), shall be governed by the laws of the State of Ohio, without regard to its conflict of laws principles. Any legal action between the parties arising under this Agreement must be filed and thereafter maintained exclusively in a state or federal court located in Montgomery County, Ohio within two (2) years after the cause of action arises.

IN WITNESS WHEREOF, the parties have caused this Services Agreement to be executed by their duly authorized representatives as of the Effective Date.

OAKWOOD CITY SCHOOLS

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

Address for Notices:

1200 Far Hills Ave. _____

Dayton, OH 45419 _____

Attn: _____

Address for Notices:

Attn: _____

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B
COMPENSATION