



## **REQUEST FOR QUALIFICATIONS**

### ***PAVEMENT MANAGEMENT SERVICES District Wide Pavement Inventory, Rating, Assessment & Management Strategy***

#### **Board of Park Commissioners Summit Metro Parks**

Herbert Newman  
Joel D. Bailey  
Mark A. Spisak  
S. Theresa Carter  
Rev. Dr. Curtis T. Walker Sr.

Lisa M. King, RLA, CPRP  
Executive Director

August 9, 2022

**Issue date:**  
August 9, 2022

**Contracting agent:**  
Board of Park Commissioners  
Summit Metro Parks  
975 Treaty Line Road, Akron, Ohio 44313-5898  
Attn: Nick Moskos RLA, LEED AP BD+C, Chief of Planning and Development

## **SUMMIT METRO PARKS – AGENCY PROFILE**

### **Governance and Staffing**

Summit Metro Parks was organized under Chapter 1545 of the Ohio Revised Code as a metropolitan park district in 1921. Metro Parks is not part of any other local, county, state or Federal government. Metro Parks is governed by a volunteer Board of Commissioners appointed by the Summit County Probate Judge. The Board serves as a policy-making body to establish and guide the overall direction of the Park District. The Park Board appoints a Director-Secretary who serves as the Chief Executive and Financial Officer and a non-voting member of the Board as its Secretary. There are approximately 100 full-time employees working for Metro Parks in diverse roles as maintenance; construction; law enforcement; interpretive programming; public relations; marketing; planning; civil engineering; landscape architecture; resource management; customer support and financial support and administrative services.

Metro Parks has a year-round full time professional planning staff including two landscape architects, one civil engineer, one project manager and one park planner. The planning staff supervises the services of outside firms that assist in designing, engineering and preparing construction drawings for Metro Parks' capital improvement projects.

### **Agency Mission**

We conserve, sustainably manage and value natural resources for the health and enjoyment of our community, and inspire people to connect with nature through clean and safe parks.

### **Funding Sources**

Funding for the Park District is derived primarily from a small real estate property tax levy, which voters periodically are asked to approve, and from some earned income from reservable facilities. Supplemental funding may be provided by State, Federal and local grant sources. Additional information can be found at [www.summitmetroparks.org](http://www.summitmetroparks.org).

## **Project Context**

Summit Metro Parks (SMP) is responsible for the annual maintenance and repair of approximately 700,000 SY centerline miles of paved trails, parking lots and roadways throughout 16 parks. The Park District can significantly benefit from a turn-key pavement management solution to maximize maintenance and repair funds while improving roadway conditions. The goal is that SMP would be able to deploy the right solution, at the right location, at the right time to maximize pavement conditions and minimize long-term pavement maintenance costs

## **Study Tasks**

Summit Metro Parks (SMP) is accepting statements of qualifications from consulting firms to:

- Inventory - Digitally inventory all of our asphalt paved roadways, trails, driveways and parking lots. 1080P full HD video format and 60 frames per second video shall be captured and shall be assigned to a GIS based roadway network on the same coordinate system as SMPs GIS data. This data shall be able to be exported and manipulated through SMPs GIS platform but shall also be available for review and analysis using a secure cloud-based portal that is hosted or facilitated by the consultant.
- Assess Condition - Consultant shall identify, document, and quantify all distresses occurring within each roadway section of the network. Consultant shall then complete an ASTM Standard (D6433) Condition (PCI) Assessment of the complete asphalt pavement network.
- Assemble Pavement Optimization Strategy (POS) - After completion of the condition rating, consultant shall develop a tailored POS. The POS and report shall identify the following.
  - Pavement Locations (Name).
  - Current PCIs per location.
  - Optimum time in years/PCI to perform various preventative maintenance activities to extend life and minimize costs.
  - Total value of pavement maintenance backlog as well as the estimated cost of maintenance activity backlog by type.

## **Deliverables**

- Final Project Report in PDF Format
- Final Inventory and Condition Report in Excel Spreadsheet Format
- Final GIS Shapefile and Data Tables for Internal GIS Mapping and Connectivity
- Final Current Condition Map in Both PDF Plot Format and Google Earth KML Format
- Final Project Section Videos in Native MPEG-4 Format, 1920 x 1080, HD Resolution
- Dedicated Shared Google Drive for all Project Files, Reports, and Videos
- External hard drive Containing all Final Project Files, Reports, and Videos
- Development of a Maintenance and Repair Decision Tree

- A Budget Needs Assessment for all Sections
- Five, Budget/Target Driven, Long Term Scenarios
- Map-Driven Condition and Geo-Located Video, Unlimited Access

### **Evaluation of Qualifications**

Metro Parks' staff will review the Statements of Qualifications from interested firms/teams and select the most qualified firm/team based on the Reviewer Evaluation Form. Interviews may be requested by Metro Parks and used as part of the evaluations. If interviews are requested the selected firms/teams will be notified in writing.

Metro Park's staff will review the submitted qualifications and rank the submitting firms/teams. Metro Parks will negotiate the scope of work and proposed fees, beginning with the firm ranked most highly qualified. The selected firm must execute the Metro Parks standard agreement, draft copy attached.

The cost of preparing responses to this Request for Qualifications shall be borne by the respondent.

### **Consultant Notification**

Metro Parks' staff will present the final recommendation to the Board of Park Commissioners for approval. Once Board authorization is received the successful firm will be notified in writing.

\*\*\* END OF SECTION \*\*\*

## **STATEMENTS OF QUALIFICATIONS**

### **General Notes**

Each firm shall submit a Statement of Qualifications for Consulting Services accompanied by a letter signed by an authorized officer of the firm.

Metro Parks' staff will review the Statement of Qualifications from interested firms/teams and select the most qualified firm based on the Reviewer Evaluation Form. The Reviewer Evaluation Form criteria consist of Ohio Revised Code requirements.

### **Each Statement of Qualifications must include the following in the order and format specified:**

- **Transmittal letter or cover letter:** (1) one page, signed by an authorized officer of the firm.
- **Cover Page:** (1) one page.
- **Table of Contents:** (1) one page.
- **Section 1, Firm Overview:** (2) pages or less. Briefly describe the Firm's history showing your qualifications and practical experience with pavement assessment services with similar scopes. Include a list of similar projects without discussion of the firm's role. Identify any sub-consultant(s) to be used for this project. Ability of the team in terms of its workload and the availability of qualified personnel, equipment and facilities to perform the required professional design services competently and expeditiously.
- **Section 2, Project Understanding and Project Approach:** (2) pages or less. Describe understanding of projects and a comprehensive and innovative approach to achieve the Metro Parks tasks and how the project will be managed to provide quality deliverables.
- **Section 3, Project Examples:** (6) six pages or less. Provide (3) three example projects, including description of work performed, date completed, and your firm's role in the project. For each example project include no more than (1) one page for project narrative and (1) one page for photos of the project equaling (2) two pages total permitted per project.
- Project examples should be similar to "Scope of Project" and "Services of Consultant" described in this RFQ. Include in the example the project's estimated cost and if available, actual project construction cost. Emphasis shall be placed on "Services of Consultant".

- **Section 4, Project Team Resumes:** Include a list of the project team including employee name, title and responsibility. Clearly identify the project manager serving in a decision making capacity as primary contact. Provide a (1) one page resume of each member of the design team. Including a (1) page resume for any team members from sub-consultant(s). Include the employee's title, education, training, project experience and certifications applicable to the Scope of Project. Provide a (1) page resume of each firm (listed in Section 1) used as a sub-consultant.
- **Section 5, References:** Provide (3) three client references preferably for the projects listed in Section 3.
- Include only those sheets identified, in the order defined. No dividers or other miscellaneous sheets shall be added.
- Text fonts shall be 10 point or larger.

### **SUBMITTAL PROCEDURE**

Interested firms/teams wishing to offer their services please email qualifications in a scrollable PDF format, with PDF page sizes of 8.5" x 11".

Clearly marked on the subject heading of the cover page and in the email subject line:

### **QUALIFICATIONS –PAVEMENT MANAGEMENT SERVICES**

Email to the attention of and submit questions to:

[nmoskos@summitmetroparks.org](mailto:nmoskos@summitmetroparks.org)

Nick Moskos RLA, LEED AP BD+C  
Chief of Planning and Development

**SUBMISSION MUST BE RECEIVED ON OR BEFORE NOON, 12:00 PM, (Eastern Standard Time), August 23, 2022.**

Consultants submitting qualifications are responsible for ensuring that the emailed qualifications are RECEIVED by the deadline noted above. Emails sent, but not received by the deadline will not be accepted. Consultants are encouraged to email the qualifications at least 3 hours in advance of the deadline and contact Nick Moskos, Summit Metro Parks by subsequent email to ensure the qualifications are received.

\*\*\* END OF SECTION \*\*\*

## REVIEWER EVALUATION FORM

**Name of consultant:** \_\_\_\_\_

**Project:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_ **Date/year:** \_\_\_\_\_

	Points Possible	Points Awarded
<b>Met Submittal Requirements</b>	Yes or No	
<b>Section 1, Firm Overview</b> Firm's ability to describe their history showing their qualifications and practical experience with projects of similar size and type. Identify any subconsultant(s). Ability of the team in terms of its workload and the availability of qualified personnel, equipment and facilities to perform the required professional design services competently and expeditiously.	<b>10</b>	
<b>Section 2, Project Understanding and Project Approach</b> Firms understanding of the project and ability to provide comprehensive and innovative approaches to meet the Metro Parks goals. Firm's ability to describe how the project will be managed to provide quality deliverables within provided deadlines.	<b>15</b>	
<b>Section 3, Project Examples (10 points each)</b> Firm's previous experience with projects of a similar nature and scale.	<b>30</b>	
<b>Section 4, Resumes</b>		
<b>Project Manager Resume:</b> Indicated the technical training, education, and experience especially the technical training, education, and experience as related to the project. The Project Manager will serve in a decision making capacity as primary contact.	<b>10</b>	
<b>Project Team Resumes:</b> Competence of staff as indicated by the technical training, education, and experience of the firm's personnel, especially the technical training, education, and experience of the employees of the firm and sub-consultant(s) who would be assigned to perform the services; All work shall be done under the supervision of professionals licensed in Ohio;	<b>25</b>	
<b>Section 5, References</b> Past performance of the firm as reflected by the evaluations of previous clients with respect to such factors as control of costs, quality of work, and meeting deadlines.	<b>10</b>	
<b>Firm Interviews (if requested)</b>	<b>TBD</b>	
<b>TOTAL POSSIBLE SCORE</b>		

**DRAFT**

**PROFESSIONAL DESIGN SERVICES AGREEMENT**

This Professional Design Services Agreement (hereinafter “Agreement”) made and entered into this DAY day of MONTH, 20\*\*, by and between Summit Metro Parks (hereinafter “Owner”) and **CONSULTANT** (hereinafter “Consultant”);

RECITALS:

Owner desires to retain Consultant for Professional Design Services as set forth in Ohio Revised Code Sections 156.65 - .73 for **PROJECT NAME** (“the Project”) in **PARK NAME, CITY** Ohio; and

Consultant desires to perform Professional Design Services in connection therewith.

In consideration of the promises and agreements herein contained,

1. SCOPE OF PROJECT

Consultant is to provide all of the services required and necessary for the Project, all in accordance with the highest standards for the Services. The Services must be completed within the budget to be agreed upon by Owner and Consultant.

2. SERVICES OF CONSULTANT

Consultant will work with Owner to define and describe the Project and Services (the Project to include all required duties, tasks and things contemplated by this Agreement which may in part be set forth and described above and for Consultant’s fees set forth in consultant’s provided scope) and pursuant thereto will retain and pay for the services of other consulting specialists as are normally required for the performance of agreed to scope.

3. OWNER’S RESPONSIBILITIES

Owner will:

3.1 Designate **NAME** as the Owner’s representative for the Project who is authorized to act on behalf of the Owner with regard to the Project.

3.2 Provide timely review and input, as needed.

3.3 Pay to Consultant the fees, on a time and material basis, as indicated in attached proposal dated **DATE**, total cost not to exceed **\$FEE (FEE dollars and FEE cents)**. Consultant Fee Proposal is attached hereto as Exhibit I and incorporated herein by reference as if fully rewritten.

3.4 Provide Consultant items and data available such as survey data, geotechnical data, Natural Resource Management inventory, cultural resources such as archeology, etc. as may be appropriate.



4. Compliance with Ohio Revised Code Sections 145.036, 145.037 AND 145.038 relating to Ohio Public Employees Retirement System.

Pursuant to the above-referenced Revised Code Sections, the parties represent and agree as follows. Consultant is either:

4.1 A Business Entity – a corporation, association, firm, limited liability company, partnership, sole proprietorship or other entity engaged in business and has five or more employees; and

All individuals employed by Consultant who provide personal services to Owner/Summit Metro Parks are not public employees for purposes of Chapter 145 of the Ohio Revised Code; or

4.2 Other than a Business Entity, whether an individual or an entity engaged in business having less than five employees; and

All individuals employed by Consultant who provide personal services to Owner/Metro Parks are not public employees for purposes of Chapter 145 of the Ohio Revised Code; and

The names, addresses and other contact information of Consultant’s employees are the following:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_; and

4.2.1 Consultant will notify the individuals employed by Consultant rendering the personal services that they are not classified as public employees and that no contribution will be made to the Ohio Public Employees Retirement System on their behalf; and

4.2.2 Consultant will obtain or assist Metro Parks in obtaining signed Independent Contractor/Worker Acknowledgment Forms (PEDACKN (Rev. 4-20-13) or any revision thereto) for each Individual employed.

4.3 Consultant is an Independent Contractor as defined in Ohio Administrative Code 145-1-42(A)(2), and

4.3.1 Is a party to a bilateral agreement which must be a written document, ordinance, or resolution that defines the compensation, rights, obligations, benefits and responsibilities of both parties;

4.3.2 Is paid a fee, retainer or other payment by contractual arrangement for particular services;

4.3.3 Is not eligible for workers’ compensation or unemployment compensation;

4.3.4 Is not eligible for employee fringe benefits such as vacation or sick leave;

4.3.5 Does not appear on Owner’s payroll;

4.3.6 Is required to provide his own supplies and equipment, and provide and pay his assistants or replacements if necessary;

4.3.7 Is not controlled or supervised by personnel of Owner as to the manner of work; and

4.3.8 Receives an Internal Revenue Service form 1099 for income tax reporting purposes.

## 5. MISCELLANEOUS

### 5.1 Termination.

5.1.1 The Owner reserves the right, upon written notice to the Consultant, to terminate this Agreement with Consultant or to suspend and abandon the Project and all work connected with the Project.

5.1.2 On the termination of this Agreement, or the suspension or abandonment of the Project by the Owner, the Owner will pay the Consultant, as full payment for all services performed and all expenses incurred under this Agreement, all sums actually due and owing to the Consultant from the Owner under this Agreement on the day the written notice is received by the Consultant, plus the reasonable value of all work performed under this Agreement up to the time notice is received for which payment is, at the time such notice is received by the Consultant, not yet due and payable.

5.1.3 On termination of this Agreement and payment of the sums specified herein, the Owner shall be entitled, should Owner later determine to complete the Project or a substantially similar Project, to use any completed drawings, specifications, estimates, or other completed instruments prepared pursuant to this Agreement by the Consultant without the payment of additional compensation to the Consultant.

5.1.4 The Consultant will maintain all records required by Owner to be maintained under this Agreement including, if applicable, records of accounts between Owner and the general Contractor on the Project; records of the Consultant's direct personnel expenses for extra work performed under this Agreement; and records of the Consultant's reimbursable expenses in accordance with generally accepted accounting practices and available for inspection by the Owner or his authorized representative at all reasonable times.

5.2 Confidentiality. Consultant will keep and maintain as confidential all information concerning this Project excepting only the disclosure of such information as may be required for purposes of obtaining permits and/or licenses from applicable governmental entities and/or agencies; Consultant will obtain similar agreements from persons and firms employed by Consultant and this requirement will survive the completion of this Agreement.

The obligations of confidentiality and non-disclosure of all information concerning the project apply absolutely and unconditionally, unless the Consultant can prove that the information:

- (a) was available to the public at the time it was disclosed to the Consultant;
- (b) becomes available to the public through no fault of Owner or Consultant; and
- (c) was in the Consultant's possession as evidenced by written records at the time of disclosure to the Consultant by the Owner; or
- (d) was disclosed to the Consultant by a third party who is not legally prohibited from doing so.

The Consultant shall have the burden of proof and persuasion to prove that the information came to the Consultant's knowledge or possession as the result of one or more of the above set forth exceptions.

5.3 Separate Contracts. Owner has the right to let other contracts for design services, and Consultant will cooperate with any other such contractors.

5.4 Ownership of Documents; Final Deliverables. On condition of payment of all fees due to Consultant, all designs, specifications, technical data and other documents produced by Consultant in the performance of this Agreement are the sole property of Owner and Owner is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law or by equity. Consultant agrees that Owner shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications and other technical data pertaining to the work to be performed under this Agreement.

Consultant will furnish Owner at Consultant's expense all Project Documents including but not limited to plans, drawings and specifications provided on a CD containing one .pdf file containing all plan sheets in order, any technical specifications and data in Word format, and all AutoCAD drawings, version 2009 or newer, all in accordance with the Project scope. Final payment to Consultant will be made when Owner has received all items as detailed herein.

5.5 Insurance. Consultant will obtain and maintain in effect the insurance coverages and in the limits as set forth in Exhibit 2 Insurance.

5.6 Completion Date. Consultant will complete the Services of Consultant on or before \_\_\_\_\_ See Exhibit 1.

5.7 Time of the Essence. The parties hereby agree that the time limits established for the completion of performance by Consultant of each phase of Consultant's work and completion of the project in its entirety on or before \_\_\_\_\_ are of the essence of this Agreement.

5.8 Indemnification. Consultant promises and agrees to indemnify, protect, save and hold harmless the Owner from and against any and all claims, demands, actions, causes of action, charges or liability, including all losses, costs, damages, expense or charges in connection therewith, including but not limited to court costs, attorney fees, expert witness fees, inspection fees or costs of testing arising out of the above and will furnish counsel for the defense of any of the above from and against any of the above arising in favor of any person out of any act or failure to act, whether tortious or contractual, in connection with or pursuant to this Agreement or arising both out of or during operations under the Agreement or due to the presence of the injured person or party on the subject premises, whether the operation above described be by the Consultant and/or anyone employed directly or indirectly by the Consultant (including subcontractors, their servants, agents and employees).

5.9 LIMITATION OF DAMAGES. OWNER IS NOT LIABLE FOR LOST PROFITS, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES.

5.10 Nonwaiver. No act or failure to act on the part of either party shall operate to release either party of any rights or remedies hereunder.

5.11 Governing Law and Forum. This Agreement shall be construed and the legal relations between the parties shall be determined in accordance with the laws of the State of Ohio other than those

relating to conflicts of law. All disputes must be resolved in the state or federal courts located in Summit County, Ohio, and Consultant hereby consents to the exclusive jurisdiction and venue of said courts.

5.12 Dispute Resolution. Any claim or controversy between the parties arising out of or relating to this Agreement or the breach thereof will be resolved in accordance with the dispute resolution procedures set forth in Exhibit 3.

5.13 Successors and Assigns. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto, provided however that neither this Agreement nor any part thereof nor any monies due or to become due hereunder to the Consultant may be assigned without the written consent of the other.

5.14 Notices. All notices and other communications between the parties hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, and addressed to Owner, Summit Metro Parks, 975 Treaty Line Road, Akron, Ohio 44313, ATTN: NAME, and to CONSULTANT, ADDRESS, ATTN: NAME

5.15 Entire Agreement; Changes to the Agreement. The captions of this Agreement do not form a part thereof and are solely for the convenience of the parties. Any documents referenced in this Agreement are incorporated herein by reference. This Agreement including the Exhibits contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements understandings, negotiations and discussions between the Parties relating thereto.

No changes, modifications, waiver or alteration of the Terms and Conditions of this Agreement are binding unless in writing signed by Executive Officer of Owner.

5.16 Survival. The following sections survive the completion or termination of this Agreement: Sections 2.10.11, 2.10.15, 2.10.16, 2.12, 2.13.4, 2.15, 2.16, 4.1.4, 4.2, 4.4, 4.8 and 4.9.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement the day herein first above written.

SUMMIT METRO PARKS

Witness \_\_\_\_\_

By: \_\_\_\_\_

Lisa M. King, RLA, CPRP, Executive Director

Witness \_\_\_\_\_

Date \_\_\_\_\_

“OWNER”

**CONSULTANT IS A BUSINESS ENTITY –  
FIVE OR MORE EMPLOYEES**

**CONSULTANT.**

Witness \_\_\_\_\_

By: \_\_\_\_\_

Witness \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

-OR-

**CONSULTANT IS AN INDIVIDUAL – LESS  
THAN FIVE EMPLOYEES**  
COMPANY NAME

Witness \_\_\_\_\_

By: \_\_\_\_\_

Witness \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

“CONSULTANT”

Exhibit I  
Scope of Project, Services of Consultant and Fee

Exhibit 2  
Insurance

Consultant will obtain and maintain in effect all of the following insurance coverages through insurance companies satisfactory to Owner, and naming the Owner as an additional insured (except with respect to the professional liability insurance in clause (v) below), and for the following limits and liabilities, and the same shall be upon an "occurrence" basis:

- (i) workers' compensation insurance covering the statutory requirements of the State of Ohio;
- (ii) commercial general/comprehensive general liability and broad form contractual liability, \$1,000,000 each occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations; \$1,000,000 personal and advertising injury; \$100,000 fire damage; medical expenses to any one person \$10,000;
- (iii) business automobile coverage, \$1,000,000 each accident;
- (iv) excess liability, \$5,000,000 each occurrence and aggregate;
- (v) professional liability, general office \$2,000,000 per claim and in the aggregate, deductible not to exceed \$100,000.

The insurance policies set forth above will contain provisions that coverage will not be canceled or not renewed until at least 30 days prior written notice to Owner; Consultant will deliver to Owner certified copies evidencing that the above-described insurance is in force and certified copies of required policy endorsements.

Exhibit 3  
Dispute Resolution

The parties agree to binding arbitration in Summit County, Ohio and hereby irrevocably submit themselves to the exclusive jurisdiction and agreed venue of the state and federal courts of Summit County, Ohio. Ohio law applies to the interpretation and enforcement of the terms and conditions of this Agreement.

Any claim or controversy between the parties arising out of or relating to this agreement or the breach thereof will be resolved as follows:

- (i) The parties will meet and confer in good faith in an attempt to resolve the dispute or problem.
- (ii) In the event that the parties are unable to resolve the claim or controversy, either party may notify the other that the matter shall be submitted to binding arbitration in Akron, Summit County, Ohio in accordance with the applicable provisions of Chapter 2711 of the Ohio Revised Code, excepting that the following terms and conditions will control and supersede and/or supplement the provisions of Chapter 2711:
  - (a) After a party gives notice by personal delivery or certified United States mail to the other, the parties shall select a single arbitrator within 15 days.
  - (b) In the event that the parties cannot agree upon a single arbitrator, they shall each select an arbitrator within five days, and the two arbitrators selected shall select a third.
  - (c) In the event a party fails or refuses to select an arbitrator, the provisions of Ohio Revised Code Section 2711.03 apply.
  - (d) Within 20 days, the parties and arbitrator(s) will meet to establish the rules to be followed in the arbitration, such as procedures, pre-arbitration discovery, the place of the arbitration, time allowed for presentation of each case, the making of a record for the proceedings, subpoena and sanctions powers of the arbitrator(s), confidentiality of the proceedings, arbitrator(s)' fees, the award, appealability and procedures and standards for appeal.
  - (e) The arbitration will be conducted within 60 days of the selection of the arbitrator(s).
  - (f) After the arbitration is concluded, the written decision will be rendered within 30 days.
  - (g) The decision is subject to Sections 2711.08-.12 inclusive, and is subject to appeal pursuant to Section 2711.15 Ohio Revised Code.
  - (h) The fees and expenses of the arbitrator(s) will be paid equally by the parties. Each party will pay its own fees and expenses.
  - (i) The laws of the State of Ohio, disregarding conflicts of laws, govern the terms and provisions of this agreement and the relationship between the parties, and are enforceable by the Summit County, Ohio courts, and the parties hereby submit to that exclusive jurisdiction and venue.
- (iii) The parties agree to consolidation and joinder of this arbitration with an arbitration between other parties where such other parties are necessary parties to a complete resolution of these claims and such other parties have a similar agreement to arbitrate.
- (iv) Nothing herein contained shall bar the right of either party to obtain injunctive relief against threatened conduct that will cause loss or damages, under the usual equity rules, including the applicable rules for obtaining preliminary injunctions.

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