

**THE AVON LAKE CITY SCHOOL DISTRICT BOARD OF EDUCATION  
REQUEST FOR QUALIFICATIONS  
FOR DESIGN PROFESSIONAL SERVICES**

**Dated March 11, 2022**

**Project Owner:** Avon Lake City School District Board of Education

**Project Name:** District-Wide Improvements Project

**Project Location:** Various locations throughout the District

**Delivery Method:** To be determined

**Deadline to Submit Qualifications:** **12:00 p.m.** local time, **March 25, 2022**

The Avon Lake City School District Board of Education (the "District" or "Owner"), is soliciting Statements of Qualifications ("SOQs") from qualified design professionals to provide pre-bond issuance services, including planning and programming, as well as project design and construction administration, for its District-Wide Improvements Project (the "Project"). The funding for the Project is contingent upon the passage of a bond issue to be voted on in November of 2023. The District reserves the right to add additional scope and services if further improvements are identified and funds are available.

Qualifications received may be retained in a file maintained by the District for design professional qualifications, unless the firm specifically requests not to be included in this file. The file may be used for projects or design needs for which design fees are estimated to be less than \$50,000. Each firm is requested to provide annual updates to the qualifications to keep them current.

**Submittals:**

Interested individuals or firms must submit **1 hard copy and 1 electronic copy in PDF format**, before the submittal deadline above.

Submit the **hard copy** of the SOQ, enclosed in a sealed envelope. The envelope shall be plainly marked on the outside "**AVON LAKE CITY SCHOOL DISTRICT BOARD OF EDUCATION DISTRICT WIDE IMPROVEMENTS PROJECT DESIGN PROFESSIONAL QUALIFICATIONS.**" Hard copies of the SOQs must be delivered to the following address, before the submittal deadline above:

Avon Lake City School District Board of Education  
ATTN: Ned Lauver, Director of Operations  
175 Avon Belden Road  
Avon Lake, Ohio 44012

**Hand deliveries to this location may be made during the District's operating hours, which Respondents are responsible for confirming.**

In addition to the above, interested individuals and firms are asked to upload an electronic copy of their SOQ to the following ShareFile link: <https://bricker.sharefile.com/r-r71601b11a78e4b6bb97655d17c821678>. (To access simply enter the ShareFile link above into

your web browser, enter your email address and name and then “drag and drop” your electronic file into the folder or use the browse function to locate the file.)

The District reserves the right to waive any defect or technicality in any SOQ received or to eliminate any firm that submits an incomplete or inadequate SOQ or that is not responsive to the requirements of this RFQ.

**Questions, Clarifications and Addenda:**

All questions concerning this RFQ shall be directed in writing via email to Ned Lauver, Director of Operations, at [Ned.Lauver@avonlakecityschools.org](mailto:Ned.Lauver@avonlakecityschools.org) by **5:00 p.m., 7 calendar days prior to the submittal deadline**. Questions will be reviewed, and the District will determine whether any addenda should be issued as a result of any pertinent or substantive inquiries. Addenda will be issued to all firms that have requested the RFQ for the Project. Firms shall not rely on any oral instructions or answers.

**Background and Project Description:**

- A. The Project is anticipated to include the design and construction of various improvements throughout the District. The District has a Facility Assessment Report that can be made available upon request. The Project is not anticipated to be an Ohio Facilities Construction Commission’s (OFCC) Expedited Local Partnership Program (ELPP) project.
- B. The District anticipates that the Design Professional will initially assist with pre-bond issuance services to define the Project for which a bond issue will be placed on the ballot in November of 2023. The services are further defined in the Agreement, attached hereto as Exhibit A.
- C. Post-bond services are contingent upon the passage of the bond issue.

**Qualifications:**

Submittals should include the following:

- 1. Firm’s History – Information about the firm’s history (number of years in business, etc.).
- 2. Education & Technical Training/Experience – Identify your firm’s assigned team for the Project. Provide the education, technical training, and experience of the principal in charge of the Project and the Project Manager, as well as any other individuals assigned to the Project, and proposed consultants, if any. Detail the assigned team’s experience in providing substantially similar services (i.e., programming/program evaluation, estimating, design/construction administration services for similar facilities and similar projects with an emphasis on projects in the same geographic area as this Project) and the team’s experience working together on similar projects. Describe:
  - a. Experience, planned approach, and specific expertise in assisting with Project planning, estimating, and schedule development. Include the team’s experience leading and participating in meetings with the public entity boards on similar projects.
  - b. Approach to incorporating practical, tested, energy efficiency and sustainability features into similar projects that will enhance the design, be easy/economic to

- maintain and contribute to energy conservation and savings for the long-term maintenance and operations;
- c. Experience and approach to obtaining all applicable permits and governmental approvals (including approval of plans) from the Authorities Having Jurisdiction, including but not limited to interpreting requirements/obtaining approval for zoning and the design review board.
3. Workload – Describe the current workload and availability of the firm and personnel assigned to the Project team, the available equipment and facilities, and the team’s ability to perform the required professional design services competently and expeditiously (i.e., are resources currently available or committed to other projects).
  4. Proposed Schedule –
    - a. Proposed design phase milestones for completion of the Design Professional’s services including completion dates or durations in calendar days for programming, design documents, and construction documents, as well as an anticipated timeline for the bidding, construction and close-out phases of the Project. Provide a detailed narrative demonstrating the firm’s ability to manage the Project schedule during the design phase and construction phase.
  5. Past Performance based on References – Past performance as reflected in evaluations of previous and current clients for which the firm has provided or is providing similar services; please include a list of at least five (5) relevant projects involving similar services performed by the firm during the past five years. Include the following information for each project:
    - a. Project owner, name of project and location;
    - b. Brief description of the project, including size of project (e.g., square footage/area) and project delivery model (e.g., general contractor, construction manager at risk, design-build, etc.);
    - c. The initial scheduled completion date and the actual date services were completed or the current anticipated completion date;
    - d. Construction budget, change order amounts, and actual construction cost;
    - e. Your firm’s assigned team members for the project;
    - f. Other relevant information about the project and the firm's services; and
    - g. Reference contact person and phone number.
  6. Past Performance with the District – Describe the firm's past experience with the District, if any.
  7. Proximity to the Site – The firm’s location and proximity to the site for purposes of site visits and attending meetings with the District.
  8. Project Estimates and Budget – The firm's procedures for:
    - a. Describe the firm’s procedures for Project budget development, including but not limited to, procedures for initial budget development with the District and the process for reviewing and evaluating the budget in coordination with the District at various stages of the design process; and

- b. Describe the firm's experience over the past five years with preparing or evaluating project estimates and construction costs, monitoring project costs, and completing a project within the initial budget.
9. Unique Qualities and/or Expertise of the Assigned Team – Identify the unique competence, qualities, and/or expertise that set the firm's assigned team apart from other firms and teams as it relates to the required services for the Project. List a maximum of four specific and unique qualities that set your team apart from others in relation to the District's Project.
10. Professional Liability Insurance Coverage & Claims History – Include:
  - a. The coverage amounts and types of insurance coverage, particularly the firm's commercial general liability and professional liability limits;
  - b. Specific information about any claims asserted against the firm or its professional liability carrier within the last five years, including the resolution of the claim(s);
  - c. Any statistics kept internally on change order history, project completion, and budget considerations, recognizing that each change order is unique as to its causes. The District is interested in information that will show consideration of budget requirements; and
  - d. Specific information about any claims asserted by the firm within the last five (5) years, including the resolution of the claim(s).
11. Construction Phase Services – The firm's practices with respect to site visits and oversight of the Project are subject to the Architect Agreement requirements. Generally, does the frequency of visits typically change based upon the stage of construction? What amount of time is spent on average on site during the construction phase? What is the background of the individuals who would be visiting the Project during construction? What documentation of such site visits is prepared and maintained?
12. Proposed Modification to Agreement Terms – The Architect Agreement is attached hereto as **Exhibit A** (the "Architect Agreement"). If your firm would like to propose any deviation from the terms of the Architect Agreement, you must identify those terms and submit your proposed modified language in detail in your SOQ in a section clearly titled "Proposed Modification to Agreement Terms". Failure to do so shall be deemed to be a waiver of the right to negotiate the terms. Modifications may be accepted in the District's sole discretion and may be taken in to account by the District when ranking the most-qualified firms.

**Pre-Submittal Site Visit:**

During the RFQ phase, Respondents may visit the site, after submitting a written request that is approved in advance. Such written request must be made by email to Ned Lauer, Director of Operations, at [Ned.Lauer@avonlakescityschools.org](mailto:Ned.Lauer@avonlakescityschools.org). The District reserves the right to have a representative present during the visit.

**Evaluation & Selection:**

Firms submitting SOQs for the available contract will be evaluated and the District will select and rank at least three firms which it considers to be the most-qualified to provide the required services. However, if the District determines that fewer than three qualified firms are available, it will select and rank those firms. Such evaluation and selection is subject to the District's absolute right to stop the process and refrain from entering into any contract. The District may require additional information from one or more Respondents to supplement or clarify the SOQs submitted. The individual project teams from select firms may be asked to meet with District representatives to present the firm's qualifications and proposed approach for the Project before final ranking and selection is made. The individual team members that will be involved with the Project must attend such meeting.

Upon selection of the firm determined to be most qualified to provide the requested services for the Project, the District reserves the right to negotiate the price for services to be provided, with such firm. If the District and the selected firm agree to a price and scope of services, the form of agreement between the District and the selected firm will be the attached Architect Agreement with modifications proposed in accordance with this RFQ, if accepted by the District in its sole discretion. Any modifications to the attached Architect Agreement will be in the District's sole discretion, and the District at its option may accept or reject the proposed modifications.

Qualifications received may be retained in the file maintained by the District for design professional qualifications; each firm is requested to provide annual updates to the qualifications to keep them current.

**Attachments:**

Exhibit A – Architect Agreement

**AGREEMENT FOR  
PRE-BOND ISSUE SERVICES BETWEEN OWNER AND ARCHITECT**

The Avon Lake City School District Board of Education (Board or District) and [REDACTED] (Architect) enter into this Agreement for Pre-Bond Issue Services (Agreement), to be provided by Architect for the District-Wide Improvements Project (Project).

This Agreement is effective as of the date executed by the Owner, below.

**BACKGROUND INFORMATION**

- A. The Board selected the Architect to provide pre-bond issue planning and programming services for the Project in compliance with the qualification-based selection process outlined in Ohio Revised Code Sections 153.65, *et seq.*
- B. The Project is anticipated to include the design and construction of improvements needed throughout the District, including, but not limited to, the improvements identified in the Facility Assessment Report, dated December 2020, made available through the Request for Qualifications. The funding for the Project is contingent upon the passage of a bond issue to be voted on in November of 2023.
- C. The parties wish to enter into this Agreement to engage pre-bond issue services as described below.

**AGREEMENT**

- 1. The Scope of Services covered by this Agreement is:
  - a. Pre-bond issue planning and community engagement services to define the scope of the Project for which a bond issue will be placed on the ballot in anticipation of moving forward with the Project. The Board anticipates placing an issue on the November 2023 ballot to fund the Project, and moving forward with design and construction administration services for the Project is contingent upon passage of the bond issue.
  - b. No design or construction administration services for the Project are included within the scope of this Agreement. Such services will be the subject of a subsequent agreement, to the extent mutually agreed upon, as noted below.
- 2. Summary of Services:
  - a. Basic Services.

Basic Services to be provided during the term of this Agreement include the following:

- 1) Data Collection. Review the Facility Assessment Report, and visit and tour each facility to field verify the findings of the report. Identify and collect other data relevant to the Project, such as site surveys, topography, utilities, building plans, known programmatic deficiencies, etc. Review potential building sites. Conduct online surveys and in-person meetings to gauge constituent sentiment about District facilities, as well as the vision and needs for the facilities, interfacing with students, recent alumni, administration, staff, faculty, parents, and the community at large.
- 2) Data Evaluation. Assist the District in evaluating the Facility Assessment Report, enrollment projections contained therein, and other collected data, and the corresponding impact of that data on the potential scope of the Project. Evaluate



- c. Additional Services, if requested, will be compensated as outlined in Section 2.b. Approved Additional Services will be invoiced on a monthly basis for payment.
  - d. No Reimbursable Expenses are anticipated. The Board will directly pay costs of printing display boards or multiple copies of documents if needed based upon approved estimates for these costs before the expense is incurred.
4. Future Design Services Agreement. It is understood that the Board may undertake a future facilities project. The Board may (or may not) engage the Architect as the design professional for design and construction administration of the Project, through a Design Services Agreement, and there is no guarantee that the Board will do so.
- a. If the Architect is selected for the Design Services Agreement, then the compensation described in Section 3 will be credited back to the District against the fee negotiated for the actual project.
  - b. If the Architect is not selected for the Design Services Agreement, the total remaining compensation under this Agreement not paid, if any, as of the date of selection is due and payable within thirty days of action by the Board on the selection of a design professional for the Project.
5. Term of Agreement. This Agreement will be effective for so long as the District wishes to continue to use the services of the Architect for the services identified herein. Either the Architect or District may terminate this Agreement at any time by providing written notice as indicated in Section 6.i.
6. The following terms and conditions apply to services provided through this Agreement.
- a. Standard of Care. In providing services under this Agreement, the Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Architect will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Architect's part of the Project.
  - b. Consequential Damages. The Architect waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.
  - c. Hazardous Materials. The Architect has no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form, including mold. The Architect has no responsibility for an existing or constructed building that may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs.
  - d. Indemnification. The Architect further agrees to indemnify the District for damages to the extent arising from its own negligent errors, acts, or omissions.
  - e. Ownership of Documents. The Architect will be deemed the author and owner of its Instruments of Service and will retain all common law, statutory, and other reserved rights including copyrights. The Architect grants the District license to use all



documents produced by the Architect under this Agreement, including electronic files, at the District's sole risk for purposes related to the Project.

- f. Dispute Resolution. Any claim or dispute between the District and Architect may be submitted to mediation, if the parties agree to this approach and agree on a third-party mediator. If the parties cannot agree upon a mediator, the claim or dispute shall be submitted to litigation in a court of competent jurisdiction pursuant to Section 6.k. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in Common Pleas Court in the county in which the Project is located, and each party hereby expressly consents to the jurisdiction of such court. The parties expressly waive the right to remove any litigation arising out of this Agreement to federal court.
- g. Termination. This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the District shall pay the Architect for all services rendered to the date of termination.
- h. Relationship of the Parties. All services provided by the Architect are for the sole use and benefit of the District. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the District or the Architect.
- i. Entire Agreement. This Agreement constitutes the entire agreement between the Architect and District and may only be amended by written agreement by both parties. Should any portion of this Agreement be found to be illegal or unenforceable, such portion shall be deleted and the balance shall remain in effect.
- j. Applicable Law. The law applicable to this Agreement is the State of Ohio.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their own properly authorized representatives.

**OWNER**  
**AVON LAKE CITY SCHOOL DISTRICT**  
**BOARD OF EDUCATION**

**ARCHITECT**  
\_\_\_\_\_  
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\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

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*Printed Name & Title*

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*Printed Name & Title*

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*Date*

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*Date*

**CERTIFICATE of FUNDS**  
**(ORC Section 5705.41)**

It is hereby certified that the moneys required to meet the obligations of the Avon Lake City School District Board of Education under the preceding Agreement have been lawfully appropriated for such purposes and are in the treasury of the Avon Lake City School District or are in the process of collection to an appropriate fund, free from any previous encumbrance.

Avon Lake City School District

DATED: \_\_\_\_\_

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