# DELAWARE CITY SCHOOL DISTRICT BOARD OF EDUCATION REQUEST FOR QUALIFICATIONS FOR DESIGN PROFESSIONAL SERVICES

## Dated: December 15, 2025

**Project Owner:** Delaware City School District Board of Education

**Project Name:** Capital Improvements Project

**Project Location(s):** Various locations throughout the District

**Delivery Method:** To be determined

**Deadline to Submit Qualifications:** **3:00 p.m.** local time, **January 15, 2026**

The **Delaware City School District Board of Education** (the "District" or "Owner"), is soliciting Statements of Qualifications ("SOQs") from qualified individuals or firms to provide Design Professional Services for its **Capital Improvements Project** (the "Project").

The District seeks assistance with facilities assessment services, master planning, and design services, including construction administration, for some or all of the improvements identified in the master plan. At the conclusion of the facilities assessment and master planning phase, and dependent on availability of funds to proceed with some or all of the improvements identified, if the Board is satisfied with the services provided by the firm selected, it will negotiate an agreement for design services and compensation for those services with the firm. The Board reserves the right to not proceed with the selected firm for the design of improvements; in that case, the amount paid for the facilities assessment and master planning services will be the total amount owed to the selected firm, as provided in the master planning agreement between the parties.

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.

**NOTICE: ANY RESPONSE TO THE DISTRICT'S REQUEST FOR QUALIFICATIONS THAT INCLUDES PROVISION FOR OR REFERENCE TO BOND OR LEVY CAMPAIGN SERVICES OR SUPPORT WILL AUTOMATICALLY BE DISQUALIFIED FROM CONSIDERATION. PURSUANT TO OHIO REVISED CODE 9.03, PUBLIC FUNDS MAY NOT BE USED TO SUPPORT OR OPPOSE A BOND OR LEVY ISSUE.**

**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 "**DELAWARE CITY SCHOOLS – CAPITAL IMPROVEMENTS PROJECT - DESIGN PROFESSIONAL QUALIFICATIONS**." Hard copies of the SOQs must be delivered to the following address, before the submittal deadline above:

Delaware City School District Board of Education
ATTN: Keith Pomeroy, Superintendent

74 West William Street
Delaware, Ohio 43015

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

Submit the electronic copy of the SOQ to the following ShareFile link:

https://bricker.sharefile.com/r-r55453b119f184a84b6dc1986ee410e39

(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.

**Anticipated Scope:**

The Project is anticipated to include the assessment of existing District facilities and development of a master facilities plan for the District based on the assessment and needs of the District. Once the master plan is finalized, the District may negotiate an agreement for design and construction administration services with the selected firm to construct the elements of the master plan.

**Questions, Clarifications and Addenda:**

All questions concerning this RFQ shall be directed in writing via email to **Keith Pomeroy, Superintendent, pomeroke@delawarecityschools.net, by 5:00 p.m., on January 7, 2026.** 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.

**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 master planning phase, design phase, and construction administration phase. 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., facilities assessment, master planning, programming/program evaluation, estimating, design/construction administration services for similar facilities and similar projects with an emphasis on similar school construction and educational planning projects) and the team's experience working together on similar projects. Describe:

a. Describe your firm's overall process for school district Master Planning and experience collecting and reporting facility condition assessment data.

b. Describe your firm's overall process for school district facilities assessment.

c. Describe your firm's process of engaging the community in the Master Planning process. List 3 references that articulate clearly what your firm did for them in this area.

d. Describe experience assisting in OFCC Master Planning process, including knowledge of Ohio School Design Manual (OSDM); experience applying OFCC Assessment Cost Guidelines; knowledge and application of OFCC Planning Policies and Planning Guidelines.

e. Describe the team's experience with educational planning initiatives, including experience with 21st Century learning principles.

f. List the firm's experience with "partnering" with community groups, i.e., YMCA/YWCA, city governments, booster groups, libraries, etc.

g. 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.

h. 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.

i. 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 master planning, 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 Owner – Describe the firm's past experience with the Owner, 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 Owner.

8. Project Estimates and Budget

   a. Describe the firm's procedures for Project budget development, including but not limited to, procedures for initial budget development with the Owner and the process for reviewing and evaluating the budget in coordination with the Owner 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 with emphasis on any experience with general contractor projects.

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 Owner'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 ten (10) 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 Owner 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 ten (10) 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 Owner's sole discretion and may be taken into account by Owner when ranking the most-qualified firms.

**Pre-Submittal Site Visit:**

During the RFQ phase, Respondents may submit a written request to visit the site(s). Such written request must be made by email to Keith Pomeroy, Superintendent, pomeroke@delawarecityschools.net. 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 Owner reserves the right to negotiate the price for services to be provided, with such firm. If the Owner and the selected firm agree to a price and scope of services, the form of agreement between the Owner and the selected firm will be an Agreement with modifications proposed in accordance with this RFQ, if accepted by the Owner in its sole discretion. Any modifications to the Architect Agreement will be in the Owner's sole discretion, and the Owner at

its option may accept or reject the proposed modifications. The Owner reserves the right to take any action affecting the RFQ process or the Project that it deems to be in its best interest.

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

# OWNER-CONSULTANT AGREEMENT

| | | | |
|---|---|---|---|
| **Owner:** | **Delaware City School District Board of Education**<br>74 W. William Street<br>Delaware, Ohio 43015 | **Consultant:** | **<Consultant>**<br><Consultant Address> |
| **Owner's Designated Representative:** | **Keith Pomeroy, Superintendent**<br>pomeroke@delawarecityschools.net | **Consultant's Designated Representative:** | **<C. Rep. Name>**<br><C. Rep. Email><br><C. Rep. Phone> |
| **Project:** | **Capital Improvements Project** | **Scope:** | **Master Planning and Facilities Assessment** |

The Consultant was selected by the Owner, following the qualifications-based selection process outlined in Ohio Revised Code Sections 153.65 through 153.71, as the most qualified design professional to provide master planning services for the Project. The Owner reserves the right to add additional scope and services related to the Project.

Owner and Consultant hereby agree as set forth below:

## Article 1 — Consultant's Responsibilities

**§ 1.1. Scope of Work.** Consultant will provide the Services set forth in this Agreement and the Consultant's Proposal dated <>, and attached hereto as **Exhibit A** (the "Consultant's Services").

**§ 1.2. Additional Services.** Services of the Consultant beyond those provided in Section 1.1 shall be performed only upon execution of a written, signed Amendment to this Agreement.

**§ 1.3. Milestone Dates.** The Owner's anticipated milestone dates for the Consultant's Services are as follows:

| Milestone | Completion Date |
|---|---|
| **Facilities Assessment/ Existing Conditions Report** | _____ |
| **Program of Requirements** | _____ |
| **Overall Feasibility Study/ Facilities Master Plan Report** | _____ |
| **Conceptual Designs for Current Proposed Projects** | _____ |
| **Opinion of Probable Cost** | _____ |

The Milestones stated herein shall only be changed by written, signed agreement between the Owner and Consultant.

**§ 1.4. General.**

**§ 1.4.1.** [Not Used.]

**§ 1.4.2.** Consultant shall manage the Consultant's services, consult with the Owner, coordinate with the Owner's Designated Representatives, attend meetings as requested by the Owner, and report progress to the Owner.

**§ 1.4.3.** In providing services under this Agreement, the Consultant shall comply with all federal, state, and local laws, regulations, and orders applicable to the Consultant's Services and shall prepare any drawings or specifications in conformity with all such statutes, regulations, ordinances, and orders, except to the extent that the Consultant has advised the Owner in writing of an ambiguity in any such statutes, regulations, ordinances, and orders.

**§ 1.4.4.** Consultant warrants and represents that it and its sub-consultants presently have, and will at all times during the term of this Agreement maintain: (i) all skills, experience, knowledge, staffing and resources necessary to perform the services set forth herein, and (ii) all required licenses, accreditations, certifications and registrations necessary to perform the services set forth herein

**§ 1.5. Consultant's Standard of Care.** The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals licensed to practice in the State of Ohio with experience in projects similar to the Project, in the same or similar locality under the same or similar circumstances (the "Standard of Care"). The Consultant shall perform its services as expeditiously as is consistent with its Standard of Care and the orderly progress of the Project.

**§ 1.4.1** If the Consultant breaches any of its obligations under Section 1.4, the Consultant will reimburse the Owner for its damages and expenses, including but not limited to attorneys' and consultants' fees and expenses, arising out of or related to such breach.

**§ 1.6. Insurance.**

**§ 1.6.1.** Consultant shall secure and maintain through the full period of this Agreement, and for four (4) years following final completion of the Project, insurance in at least the following limits of coverage:

**(a)** Commercial General Liability, including completed operations, contractual liability, and protective liability insurance if any of the services or work provided are performed by others, in an amount of $1,000,000 per occurrence and $2,000,000 aggregate.

**(b)** Automobile Liability, covering all owned, non-owned, and hired automobiles used in connection with the Project, with a minimum limit of $1,000,000 for bodily injury (including death) and $1,000,000 combined single limit.

**(c)** Workers Compensation and Employers' Liability Insurance, as required by Ohio law.

**(d)** Professional Liability Insurance for protection of claims arising out of the performance of any design, commissioning, and/or engineering services performed or furnished by Consultant for the Project for which the Consultant may become legally liable, in a minimum amount of $1,000,000 coverage, unless the Owner agrees to a lesser amount.

**§ 1.6.2.** Consultant will, upon request, provide a certificate of such insurance coverage with the Owner or its authorized representative.

**§ 1.6.3.** The costs of insurance required for the Project and provided by Consultant are included in the Consultant's compensation.

**§ 1.6.4.** The Owner, and, to the extent the Owner's Designated Representative is a person other than an employee of the Owner, the Owner's Designated Representative, shall be named as an additional insured on the commercial general and automobile liability policies.

**§ 1.6.5.** The Owner shall be given a minimum of thirty (30) days written notice by the provider of each insurance policy of any change in coverage, including cancellation.

## Article 2 — Owner's Responsibilities

**§ 2.1.** The Owner shall establish and schedule the activities of appropriate designated persons and/or committees to work with the Consultant to provide input and information, and to review and comment on, in a timely fashion, documents prepared by the Consultant under this Agreement.

**§ 2.2.** The Owner shall furnish information requested by the Consultant, coordinate the Project activities of Owner personnel, establish Consultant meetings with Owner personnel, establish meetings and coordinate the activities of other consultants retained by the Owner (if any), and generally assure that the Owner's responsibilities under this Agreement are realized.

**§ 2.3.** The Owner may at any time, by written notice to the Consultant, alter or enlarge the Work to be performed by the Consultant. Notwithstanding anything to the contrary herein, reimbursement and time for performance of such change shall be negotiated to the mutual satisfaction of the Consultant and Owner. The Consultant shall commence work on such change upon receipt of written instructions therefore by the Owner to the Consultant specifying (i) the scope of the change, (ii) the agreed-to time schedule, and (iii) the agreed-to amount of the Consultant's compensation.

## Article 3 — Consultant's Compensation

**§ 3.1. Compensation for Consultant's Services.** The Consultant shall be compensated in a total amount not to exceed $_____. This compensation includes $_____ for Basic Services and Reimbursable Expenses.

**§ 3.2. Compensation for Additional Services.** Any Additional Services authorized by the Owner in accordance with this Agreement shall be performed at the Consultant's hourly rates provided in **Exhibit A**, or as otherwise agreed by the parties in writing.

### § 3.3. Compensation for Reimbursable Expenses.

**§ 3.3.1.** Consultant shall be reimbursed for its actual expenses incurred for travel, communications, document and/or graphic reproduction, shipping charges, document storage and retainage which directly relate to the Consultant's performance under this Agreement (such "Reimbursable Expenses").

**§ 3.3.2.** Compensation for Reimbursable Expenses is included in the Consultant's compensation for the Consultant's Services.

**§ 3.3.3.** Reimbursable Expenses must be itemized on Consultant's monthly invoices and submitted to the Owner no later than sixty (60) days after such expense is incurred by Consultant. Consultant's failure to timely submit a Reimbursable Expense to the Owner as required herein will be an irrevocable waiver of Consultant's right to reimbursement for such Reimbursable Expense. Reimbursable Expenses will be billed and paid at actual cost.

## Article 4 — Payments to Consultant

**§ 4.1.** Consultant shall invoice the Owner monthly in proportion to services performed in each phase of services. For any Additional Services billed hourly, Consultant's invoices shall show an hourly rate breakdown including time spent by each member of Consultant's personnel.

**§ 4.2.** If requested by the Owner, Consultant shall submit all documentation requested by the Owner to support the Consultant's invoice.

**§ 4.3.** Consultant shall submits its monthly invoices not later than the twenty-fifth (25th) day of a month. Untimely invoices may be deemed by the Owner to have been submitted in the following month. The Owner shall make payment to the Consultant in the amount approved by the Owner not later than the twenty-fifth (25th) day of the month following Owner's receipt of the Consultant's invoice.

## Article 5 — Other Terms and Conditions of Agreement

**§ 5.1. No Findings for Recovery.** The Consultant represents that the Consultant is not subject to a finding for recovery under Section 9.24, Ohio Revised Code, or that the Consultant has taken the appropriate remedial steps required under Section 9.24, Ohio Revised Code, or otherwise qualifies under this Section.

**§ 5.2. Privileged Communications.** All communications between the Owner's legal counsel and the Consultant, while the Consultant is acting as the agent for the Owner under the terms of this Agreement and which relate in any way to the administration of the construction of the Project or to the work of any contractor, subcontractor, materialman, or any other person rendering services in connection with the Project, shall be subject to the attorney-client privilege that can be waived only by the Owner. Any such communications and copies thereof that are written including, without limitation, correspondence, notes, memoranda, notes of meetings and conversations that are reduced to writing and the like, upon notice from the Owner's legal counsel, shall be placed by the Consultant in a separate file folder marked "Privileged and Confidential" and shall not be disclosed to any person other than the Consultant's own legal counsel without the express written permission of the Owner. This provision is intended to protect the confidentiality of the Owner's communications with its counsel when the Consultant comes into possession of such information in its capacity as agent of the Owner in the performance of its duties under this Agreement in the event of a dispute between the Owner and a third party. This paragraph is not intended to impede communications between the Consultant and the Consultant's counsel or between the Consultant and any contractor seeking a decision from the Consultant on a claim or dispute related to the Project.

**§ 5.3. Indemnification.** Notwithstanding any other provision in this Agreement to the contrary, the Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against liabilities arising from claims by third parties for death or injury, including costs of defense, reasonable attorneys' fees, and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. Such indemnification shall be in accordance with Ohio Revised Code Section 153.81 and shall only be for the liabilities incurred from the proportionate share of the tortious conduct, as determined pursuant to section 2307.23 of the Revised Code, of the professional design firm or any consultant, subcontractor, or other entity used by the professional design firm, in performing services under this Agreement. Nothing in this provision prohibits the Owner from commencing a civil action for damages against the Architect for the breach of this Agreement of for the breach of the Standard of Care.

**§ 5.4. Suspension & Termination.**

**§ 5.4.1. Suspension by Consultant.** In the event the Owner fails to make payment of undisputed amounts owed in accordance to the terms of this Agreement, the Consultant may, upon 21 days' written notice to the Owner and opportunity to cure, suspend performance of its services under this Agreement until the Owner pays the Consultant all undisputed payment due as of the date of the Consultant's notice provided under this section.

**§ 5.4.2. Termination by Consultant.** If the Owner suspends the Consultant's services in accordance with Section 5.4.1 for more than 90 consecutive days, the Consultant may terminate this Agreement upon 21 days' written notice to the Owner.

**§ 5.4.3. Suspension or Termination by Owner for Convenience.** The Owner may suspend the Consultant's performance under this Agreement, or may terminate this Agreement, without cause and for convenience upon seven days' written notice to the Consultant. In the event of such suspension or termination, the Owner shall pay Consultant, within 30 days of the date of the Owner's notice provided under this section, all undisputed payment due as of the date of such notice.

**§ 5.4.4. Termination by Owner for Cause.** In the event of Consultant's material breach of this Agreement, the Owner may terminate this Agreement upon seven days' written notice to the Consultant and opportunity to cure.

**§ 5.5. Non-Discrimination.** Consultant agrees:

**§ 5.5.1.** That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Consultant, subcontractor, nor any person acting on behalf of either of them, shall by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates.

**§ 5.5.2.** That neither the Consultant, subcontractor, nor any person acting on behalf of either of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, sex, handicap, or color.

**§ 5.5.3.** That there shall be deducted from the amount payable to the Consultant by the Owner under this Agreement a forfeiture of twenty-five dollars ($25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.

**§ 5.5.4.** That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

**§ 5.6. Ethics Laws.** Consultant represents that it is familiar with all applicable ethics law requirements in place at the time this Agreement is signed, including without limitation Ohio Revised Code Section 3517.13, and certifies that it is in compliance with such requirements. The Consultant, by its signature on this Agreement, certifies that (1) it has reviewed and understands the Ohio ethics laws and conflict of interest laws, and (2) will take no action inconsistent with these laws.

**§ 5.7. Governing Law & Venue.** This Agreement shall be governed by the law of the place where the Project is located. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the 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.

**§ 5.8. Notices.** A Notice is any written notice to the Owner or the Consultant.

**§ 5.8.1.** Notice to the Consultant shall be deemed to have been duly served if delivered in person to an officer or any other official of the Consultant or if delivered to or sent by registered or certified mail, return receipt requested, to the Consultant's address provided above, or by electronic mail with delivery confirmation to the Consultant's Designated Representative's email address provided above.

**§ 5.8.2.** Notice to the Owner shall be deemed to have been duly served if delivered to or sent by registered or certified mail, return receipt requested, to the Owner's address provided above, or by electronic mail with delivery confirmation to the Owner's Designated Representative's email address provided above.

**§ 5.9. Modification.** No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a party unless set forth in writing and signed by or on behalf of a party. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Agreement.

**§ 5.10. Partial Invalidity.** If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

**§ 5.11. Counterparts.** This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by facsimile or via electronic mail.

**§ 5.12. Construction.** The parties acknowledge that each party has reviewed this Agreement and voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, or any amendments or exhibits to it.

**§ 5.13. Integration.** In the event of any exhibit hereto, or proposal, document, or other attachment generated by the Consultant contains any terms and conditions which are inconsistent with or in addition to the terms and conditions of this Agreement, this Agreement shall control. In the event of any inconsistency between the Consultant's obligations under this Agreement and any obligation imposed on the Consultant by applicable law or the contract documents for the Project, the greater or more stringent obligation upon the Consultant shall apply.

**§ 5.14. Captions.** The captions denoting each article of this Agreement shall have no application in the interpretation thereof; the language of the Article shall be fully controlling.

**§ 5.15. Effective Date.** This Agreement shall be deemed effective as of the date executed by the Owner, below.

**§ 5.16. Exhibits.** The Exhibits to this Agreement include:

**Exhibit A:** Feasibility Study/ Master Planning Services

**Exhibit B**: Consultant's Proposal, dated _____, attached hereto, to the extent not inconsistent with this Agreement.

In the event of any inconsistency between the provisions of this Agreement, and any exhibit hereto or proposal, document, or other attachment generated by Consultant, the terms of this Agreement shall control.

[Remainder of page intentionally left blank; signature page follows.]

In witness hereof, the parties hereby accept and have executed this Agreement:

| **DELAWARE CITY SCHOOL DISTRICT BOARD OF EDUCATION** | **CONSULTANT** |
|---|---|
| _____ | _____ |
| *Signature* | *Signature* |
| _____ | _____ |
| *Printed Name, Title* | *Printed Name, Title* |
| _____ | _____ |
| *Date* | *Date* |

**CERTIFICATE**
**(R.C. 5705.41)**

The undersigned, Fiscal Officer of the Owner, hereby certifies in connection with the Agreement to which this Certificate is attached that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the attached Agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

Dated: _____

_____
Fiscal Officer

# Master Planning Services Exhibit

The Consultant is referred to herein as the "Design Professional." The scope of master planning services includes the following:

***Kick-off Meeting.*** Immediately after the effective date of the Agreement, the Design Professional will schedule a kick-off meeting between the Owner, Owner's consultants and/or the Owner's other design professionals, and Design Professional team to discuss the goals (short-term and long-term), objectives, and schedule for the Project keeping in mind that the Owner's immediate need is to determine suitable locations for a new maintenance facility and a new Board office within its property without hindering the Board's ability to construct larger facilities within its property.

***Data.*** The Design Professional will additionally assemble all obtainable information and data relative to the Project. This will include both physical and non-physical data, such as site surveys showing site layout, field and building locations, topography, utilities, building plans, existing reports, and known programmatic deficiencies.

***Site Visit.*** The Design Professional will visit the site(s) and/or building(s) to take photographs and detailed notes regarding the current conditions of the site(s) and/or building(s). This will include the assessment of the site conditions and architectural, mechanical, electrical, and plumbing conditions, if requested by the Owner.

***Existing Conditions Report.*** The Design Professional will prepare a report regarding the existing conditions of the site(s) and facilities with suggestions for needed maintenance and repairs, along with a cost estimate for the same, if requested by the Owner for the separate pricing provided in Design Professional's proposal.

***Surveys.*** If requested by Owner, as part of the data collection, the Design Professional shall prepare and launch surveys to gauge constituent sentiments about the Project. Surveys should be provided to students, staff and faculty, parents, and community-at-large members. The purpose of these surveys is to gauge issues, such as how the community feels about the Project. Surveys, however, should not have questions designed to gather information to gauge support for a levy campaign or bond issue related to the Project, nor should any surveys be issued during the time a levy or bond issue related to the Project is on the ballot. The services described in this section will be provided, if requested by Owner, for the separate pricing provided in the Design Professional's proposal.

***Meetings with the Owner.*** Once the data collection, survey analysis, if any, and existing conditions report, if any, are completed, the Design Professional shall move into the master planning phase. This step involves a series of meetings that focus on the vision and needs for the Project, and explores planning models for the Project that incorporate various programmatic elements. These meetings should include discussions with the Owner to make a value-based decision on the master planning option that will ultimately advance into the detailed design phases (Program of Requirements, Schematic Design, Design Development, and Construction Documents). The deliverable for these meetings should include, at minimum, a projected

concept, size, and budget for the Project, keeping in mind that the Owner's immediate need is to determine suitable locations for a new maintenance facility and a new Board office within its property without hindering the Board's ability to construct larger facilities within its property.

***Community Engagement.*** If requested by Owner, to ensure the vision of the Owner aligns with the community-at-large, the Design Professional shall attend interactive sessions with stakeholders and the community regarding the following topics:

- The master planning process
- The current conditions of the Owner's facilities
- The goals and aspirations of the Project
- Potential solutions

The sessions are intended to be used to gauge the community interest in and solicit input on the Project, keeping in mind that the Owner's immediate need is to determine suitable locations for a new maintenance facility and a new Board office within its property without hindering the Board's ability to construct larger facilities within its property. The Design Professional shall gather information in these meetings and document the results to share with the Owner and community-at-large. The sessions, however, should <u>not</u> be targeted to gauging support for a levy campaign or bond issue related to the Project, nor should any sessions be conducted during the time a levy or bond issue related to the Project is on the ballot. The services described in this section will be provided, if requested by Owner, for the separate pricing provided in the Design Professional's proposal.

***Master Plan Report.*** Once a master plan option is selected by the Owner, the Design Professional shall prepare a final master plan report that articulates findings, outlines programmatic requirements, shares vetted options with associated costs, and presents plans and diagrams. This shall include at least one 3-D rendering for the Project. The Master Plan Report must include the recommended locations for a new maintenance facility and Board office that will not hinder the Owner's ability to construction larger facilities within its property.

***No campaign or bond issue assistance will be provided.*** The Design Professional's master planning services are limited to the services described in this Exhibit. The Design Professional acknowledges that the Owner is prohibited by law from expending public funds for campaign activities <u>and any reference to such services in Design Professional's marketing literature or pricing proposal are expressly omitted from this Agreement</u>.