

**BOARD OF COMMISSIONERS OF ROSS COUNTY, OHIO
REQUEST FOR QUALIFICATIONS
FOR CONSULTANT SERVICES**

Project Owner: Board of Commissioners of Ross County, Ohio

Project Name: Hopewell Regional Visitor's Center Project aka Ross-Chillicothe Welcome Center

Project Location: 89 Riverside Street, Chillicothe, Ohio

Delivery Method: General Contractor, pursuant to the Ohio Revised Code

Deadline to Submit Qualifications: 12:00 p.m. local time **May 22, 2026**

The Board of Commissioners of Ross County, Ohio (the "Owner") seeks qualifications from design professionals to provide the following consulting services related to the design, renovation, revitalization, and/or construction of the Hopewell Regional Visitor's Center Project aka Ross-Chillicothe Welcome Center (the "Project"):

- Construction and Specialty Inspection Testing
- On-site services as needed by Owner

Statements of Qualification ("SOQ") will be reviewed and the most qualified firm selected in accordance with Ohio Revised Code Sections 153.65 to 153.71. The Owner will select a firm to provide the required services based upon the Statements of Qualifications received and the availability of the firm determined most qualified to provide the required services within the Owner's timelines for completion.

Submittals:

The SOQ must be submitted on or before the submittal deadline identified on the cover page of the RFQ, to the following mailing address:

Board of Commissioner's Office
ATTN: Brad Cosenza, County Administrator
2 N Paint Street, Suite H
Chillicothe, Ohio 45601

One paper copy and one digital copy in PDF format on a flash drive of the SOQ shall be submitted. The SOQ shall be submitted in sealed boxes or opaque envelopes. The SOQ shall include the following information in large bold print on the outside of the envelopes or boxes: (1) name of interested individuals or firm and (2) "**ROSS CHILLICOTHE VISITOR CENTER – CONSULTANT QUALIFICATIONS.**" SOQs received after the submittal deadline may not be considered.

The Owner 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.

Qualifications received may be retained in the file maintained by the Owner for design professional qualifications, unless the firm specifically requests not to be included in this file; each firm is responsible to provide annual updates to the qualifications to remain current. This file will be used for future design needs when design fees are estimated to be less than \$50,000.

Project Overview, Schedule, and Owner Budget:

- A. The Project is anticipated to include the demolition of the facilities on the property and construction of the new visitor center facility, located at 89 Riverside Street, Chillicothe, Ohio.
- B. It is anticipated that the selected firm's services will begin immediately. The Owner anticipates commencement of construction on May 15, 2026 and Substantial Completion on July 16, 2027.
- C. The Owner's estimated total budget for the Project is \$4,384,757.00.
- D. The Architect for the Project was procured separately per the Ohio Revised Code. The Architect for the Project is American Structurepoint, Inc.

Communication Protocol:

All questions concerning this RFQ shall be directed in writing via email to **Dan McCloskey, Project Manager** at dmccloskey@structurepoint.com with courtesy copies to **Bradford Cosenza** at bradcosenza@rosscountyohio.gov and **Sarah Mallory** at smallory@INcompliance.com, by **12:00 p.m. seven calendar days prior to the submittal deadline**. Questions will be reviewed and the Owner 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. Respondents should not seek to discuss any information directly relating to this procurement with any Owner personnel or anyone affiliated with the Project, except during scheduled site visits, or as otherwise provided for in the RFQ. Violation of this provision may result in disqualification from eligibility for selection.

Qualifications:

Include the following in the qualifications submittal:

1. Information about the firm's history;
2. Education, technical training, and experience of owners and key personnel;
3. The firm's experience with providing the applicable consulting services;
4. Ability of the firm to provide services on the time-line proposed for the services required for the Project; to assist the evaluation of the firm's staff and resource availability, include a list of all current design and construction projects, including projects for which the firm has submitted statements of qualification and is being considered to provide design services, and the status of each (*i.e.*, what stage of design and/or construction, the estimated dates for completion of design and construction, and the staff assigned to each of the listed projects);
5. The firm's equipment and facilities;
6. List of consultants used to provide services not performed by the firm;
7. Past performance as reflected in evaluations of previous and current clients with respect to factors such as control of costs, quality of work, and meeting deadlines. Include a list of 5 similar projects, which the firm has provided design services during the past 5 years. Include the following information for each project:
 - a. Project owner, name of project and location;

- b. Brief description of the project;
 - c. Year completed or anticipated completion date;
 - d. Construction cost;
 - e. Other relevant information about the project and the firm's services;
 - f. Reference contact person and phone number;
8. The firm's past experience with the Owner, if any;
 9. The ability of the individuals identified by the firm who will be responsible for document production and communication with the Owner during the Project to communicate with the Owner.
 10. Proposed Modification to Agreement Terms.– The Consultant Agreement, is attached hereto as Exhibit A (the “Consultant Agreement”). If your firm would like to propose any deviation from the terms of the Consultant 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 in to account by Owner when ranking the most-qualified firms.

Additional Information Requested for the Project:

In addition to the information listed above, the firm’s submittal should include the following:

1. Identification of the partner in charge of the Project, as well as any other personnel assigned to the Project, together with the education, technical training, and experience of these individuals, to the extent it has not been provided with the firm’s qualifications.
2. Description of the steps the firm will take to coordinate its consulting services with the Architect.
3. The firm’s practices with respect to site visits and oversight during construction, if applicable.
4. Provide any information about claims against the firm related to design and construction of projects, including claims against professional liability insurance and claims filed in a court of law or other dispute resolution forum.
5. Provide professional liability insurance coverage limits maintained by the firm.
6. List a maximum of 4 specific and unique qualities that set the firm apart from others as it relates to the project.
7. Description of any on-site services the firm recommends for the Project in addition to construction and specialty inspection testing.

Information Disclosure to Third Parties

All SOQs received from firms in response to the procurement documents will become the property of the Owner and will not be returned.

The firm acknowledges that the Owner is a public entity subject to Ohio’s public records act. If the firm claims that any financial information submitted to the Owner is exempt from disclosure under Ohio’s public records act, then the firm shall conspicuously mark on the record “CONFIDENTIAL” and include in a cover letter or transmittal an explanation, citing legal authority, of the basis of the

claim. The Owner reserves the right to reject the firm's position and produce said documents if it determines disclosure is required by law. In the event of a dispute with any third party requesting such records, the firm shall undertake the defense of the Owner at the firm's own expense and hold harmless and indemnify the Owner for any damages, penalties, fees, or costs that the Owner may incur as a result of such a dispute.

Firms, by submitting their SOQs, expressly acknowledge and agree that the Owner will not be responsible or liable in any way for any losses that the firm may suffer from disclosure of information or materials to third parties, including the disclosure of information or materials in response to a public records request.

Selection Process:

Qualifications received will be evaluated and ranked. Following this ranking, the firms determined to be most qualified for one, multiple, or all of the consulting services may be asked to meet with the Owner representatives to present the firm's qualifications and approach specifically with respect to the Project. The firm determined to be most qualified for one, multiple or all of the consulting services will be asked to submit a pricing proposal and a consulting services agreement will be negotiated.

The Owner reserves the right to reject all submittals received, to waive informalities in any submittal, and to discuss and clarify items with any firm or individual submitting qualifications for consideration.

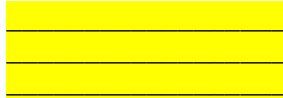

Attachments:

Exhibit A – Consultant Agreement

[End of Request for Qualifications for Consultant Services]

EXHIBIT A

Owner-Consultant Agreement

Owner:	Board of Commissioners of Ross County, Ohio 2 N. Paint Street, Suite H Chillicothe, Ohio 45601	Consultant:	
Owner's Designated Representative:	Brad Cosenza, County Administrator	Consultant's Designated Representative:	
Project:	Hopewell Regional Visitor's Center Project aka Ross-Chillicothe Welcome Center	Scope:	Inspection, Testing and Resident Project Representative

The Consultant was selected by the Owner following the qualification-based selection process required by Ohio Revised Code Sections 153.65, et seq. to provide professional design services to the Owner.

Owner and Consultant hereby agree as set forth below:

Article 1 — Consultant's Responsibilities

§ 1.1. Scope of Work. Consultant shall provide the inspection, testing, resident project representative services set forth in this Agreement, Consultant's Scope of Work attached hereto as **Exhibit A**. Consultant shall perform the Work identified in the Agreement under the direction of a duly licensed or qualified professional in accordance with applicable laws, regulations, and professional standards. Should Consultant identify the need to add additional scope, the Consultant shall recommend such additions as Additional Services as set forth in Section 3.2 of this Agreement.

§ 1.2. Project Description. The Project is anticipated to include demolition of the facilities on the property and construction of the new visitor center facility, located at 89 Riverside Street, Chillicothe, Ohio.

§ 1.2.1. Any services performed for the Project by the Consultant prior to the execution of this Agreement are deemed to have been performed pursuant to this Agreement.

§ 1.3. Additional Services. Notwithstanding anything to the contrary, Consultant must receive prior written authorization from the Owner for modifications to the Scope of Work, provision of any services beyond those provided in Section 1.1 (such "Additional Services"), changes to compensation, or any other modifications to this Agreement. The Consultant shall be compensated for Additional Services as provided in Section 3.2 herein.

§ 1.4. General.

§ 1.4.1. As soon as practicable after the date of this Agreement, Consultant shall submit to the Owner a schedule of Consultant's Services. The schedule of Consultant's Services shall include all milestone dates, anticipated dates consistent with the milestone schedule provided in the RFQ. If at any time Consultant believes the time for the completion of any component of the Project or any milestone will be exceeded, Consultant will promptly notify the Owner in writing of the situation and work with the Owner to develop alternatives for maintaining the schedule for the applicable component of the Project, including any delays caused by the architect/engineer of record on the Project.

§ 1.4.2. Consultant shall manage the Consultant's Scope of Work, consult with the Owner, coordinate with the Owner's Designated Representatives and the architect/engineer of record, 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.

§ 1.5.1. If the Consultant breaches any of its obligations under this Section, the Consultant will reimburse the Owner for its damages and expenses, including but not limited to reasonable attorneys' and consultants' fees and expenses, to the extent caused by 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 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 covering the Consultant's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate.

§ 1.6.2. Consultant will, upon request, provide a certificate of such insurance coverage to 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 \$ _____, as set forth herein. Hourly rates are shown in **Exhibit B**. Unit costs and hourly rates are shown in **Exhibit C**.

§ 3.2. **Compensation for Additional Services.** Any Additional Services authorized by the Owner in accordance with this Agreement or Owner authorized compensation for services provided by the Consultant in excess of the not to exceed amount stated in Paragraph 3.1 shall be performed at the Consultant's hourly rate provided in **Exhibit B**, or as otherwise agreed by the parties in writing.

Additional Services shall be compensated on the basis of the hourly billing rates provided in **Exhibit B**, unless a lump sum amount is mutually agreed upon between the Owner and Consultant. If the Consultant fails to obtain written Owner authorization prior to the performance of Additional Services or performance of services that will result in payment to the Consultant in excess of the not to exceed amount stated in Paragraph 3.1, the Consultant shall be deemed to have waived the right to compensation for performing those Additional Services or other services.

§ 3.3. Compensation for Reimbursable Expenses. [NOT USED.]

Article 4 — Payments to Consultant

§ 4.1. Consultant shall invoice the Owner monthly based on the services performed. For any 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 submit 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. Indemnification. Notwithstanding any other provision in this Agreement to the contrary, the Consultant shall indemnify, defend, 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 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 Consultant, its employees and its sub-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 Consultant or any sub-consultant, subcontractor, or other entity used by the Consultant, in performing services under this Agreement. Nothing in this provision prohibits the Owner from commencing a civil action for damages against the Consultant for the breach of this Agreement or for the breach of the Standard of Care. The duty to defend does not apply to claims made under Consultant's professional liability insurance.

§ 5.3. Suspension & Termination.

§ 5.3.1. 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.

§ 5.3.2. Termination by Consultant. If the Owner suspends the Consultant's services in accordance with Section 5.3.3 for more than 90 consecutive days, the Consultant may terminate this Agreement upon 21 days' written notice to the Owner.

§ 5.3.3. 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, as well as for services provided through the date of the Owner's notice within 30 days of the submission of an invoice by the Consultant for such services.

§ 5.3.4. 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.

§ 5.4. Non-Discrimination. Consultant agrees:

§ 5.4.1. That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Consultant, sub-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.

§ 5.4.2. 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.

§ 5.4.3. 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.

§ 5.4.4. 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.

§ 5.5. 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.

§ 5.6. 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.

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

§ 5.7.1. 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.

§ 5.7.2. 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.

§ 5.8. 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.

§ 5.9. 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.

§ 5.10. 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.

§ 5.11. 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.

§ 5.12. 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.

§ 5.13. 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.

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

§ 5.15. Exhibits. The Exhibits attached hereto are incorporated by reference.

§ 5.16. Mutual Waiver of Consequential Damages. The Consultant and the Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

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

**Board of Commissioners of Ross County,
Ohio**



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