



citycounty insurance services  
cisoregon.org

## Request for Proposals (RFP)

### Architectural/Engineering Services

CIS  
15875 Boones Ferry Rd #1469  
Lake Oswego, OR 97035  
(503) 763-3800

RFP Schedule	
Issuance of RFP:	March 9, 2022
Submission of Final Questions about the RFP:	March 18, 2022, 5:00 p.m. (PT)
Proposal Due:	March 30, 2022, 5:00 p.m. (PT)
Anticipated Contract Commencement:	May 2022

**REQUEST FOR PROPOSALS  
FOR  
ARCHITECTURAL/ENGINEERING SERVICES**

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## **I. INTRODUCTION**

### **A. PURPOSE**

The purpose of this Request for Proposals (RFP) is to solicit offers from qualified Architectural firms to provide design/architectural services for a new consolidated headquarters for CIS (Owner). The Architect will work with the Owner's team (Owner and Owner's Representative) through the design, construction and move-in phases of the new building.

### **B. BACKGROUND**

Citycounty Insurance Services (CIS) is a public entity that provides insurance and risk management services to Oregon cities and counties and other public entities created by these cities and counties. CIS was formed in 1981 by its parent organizations, the League of Oregon Cities and Association of Oregon Counties. Most cities and counties in Oregon participate in one or more CIS programs (property, liability, workers' compensation, and health benefits). These participating entities are considered CIS members.

For a number of years, CIS operated two primary offices, one in Salem and the other in Tigard. In January 2020, CIS kicked off a 5-year strategic plan to guide us in serving our members. One goal of the plan was to evaluate ways to bring staff together to enhance teamwork and collaboration. To that end, we looked at the possibility of consolidating the Salem and Tigard offices into one location. An undeveloped plot of land in Wilsonville was identified as suitable for our purposes. CIS completed purchase of the land in March 2022.

CIS has conducted a pre-application meeting with the City of Wilsonville and completed a Development Feasibility Study with an architectural firm.

CIS, as Owner, has secured the services of a Project Manager (PM) to assist the Owner during design and construction. The construction delivery method for the project will be Construction Manager/General Contractor (CM/GC). It is important that the successful Architect illustrate successful past CM/GC experience.

Based on the square footage of the two existing offices and for purposes of identifying the size plot of land, the initial estimate is that a building of 17,000 square feet of usable space will be needed. The building would have a permanent staff of around 50 employees and will host trainings and meetings as well. The intent is to complete and occupy the building by December 2024. The project budget including A/E, permits, fees and construction is approximately \$15,000,000.

## **II. SCOPE OF WORK**

The Architect will support CIS through all phases of the project leading all design and engineering efforts and provide overall supervision and management of all design (architectural/engineering) disciplines. Architectural services shall include programming, schematic design, interior design, development of construction documents, City of Wilsonville Planning requirements, building permit submission and construction administration.

The Architect will work in collaboration with CIS' Executive Director, Administrative Officer, Facilities Manager, key internal stakeholders, the Project Manager, the General Contractor (GC) and other consultants, contractors, and vendors throughout the project.

### **Core Services**

#### **Schematic Design**

1. The Architect shall provide the services necessary to prepare Schematic Design Documents consisting of Drawings and Outline Specifications from the approved program and other illustrative and technical documents to confirm the general scope, scale, and relationship of project components for approval by the Owner.
2. Development of materials and finishes boards to convey options for building components.
3. Conduct weekly Project Team Meetings with Owner's team to assure project communications.
4. Development and participation in outreach programs enabling public communication and feedback.
5. Assist the CM/GC in the development of Schematic Design level statement of probable construction cost.
6. Presentations of Schematic Design to Owner and community groups as required.
7. If the cost estimate indicates that Architect's design exceeds Owner's budget, Architect will work diligently with the Owner, Owner's PM, CM/GC in a value engineering effort to refine the design to conform with Owner's budget.

#### **Design Development**

1. The Architect shall provide services necessary to define and refine Schematic Design Documents to Design Development level of completion. Architect will prepare

documents using Building Information Management (BIM) tools approved by Owner.

2. Design Development Documents shall consist of Drawing and Outline Specifications and other related documents to describe the entire project, including selection of Structural, Heating, Ventilating, and Electrical systems.
3. Furnishing layouts will be prepared for all rooms.
4. Further development of illustrative materials and participation in follow-up outreach programs enabling additional public communication and feedback.
5. Presentations of Design Development to Owner, employee stakeholders and Board of Trustees.
6. Architect's documents to be developed of sufficient detail to confirm implementation of data provided in room criteria.
7. Conduct weekly Project Team Meetings with Owner's team to assure project communications.
8. Conduct preliminary meetings with Authority Having Jurisdiction to review / confirm zoning, building, life safety, access, and other applicable code compliance issues.
9. Coordinate engineering of high and low voltage security system design and engineering.
10. Assist the CM/GC in the development of Design Development level statement of probable construction cost.
11. If estimated cost indicates that Architect's design exceeds Owner's budget, Architect will work diligently with the Owner, Owner's PM, CM/GC in a value engineering effort to refine the design to conform with Owner's budget.

### **Construction Documents**

1. Based upon the approved Design Development Documents and schedule the Architect shall prepare for approval by the Owner Construction Documents. The Architect shall ascertain, consistent with professional standards, that the Construction Documents are complete, accurate and fully coordinated between the architectural work and the work of the engineering and other involved disciplines for the Project.

2. Prepare bid alternative packages if required.
3. Conduct weekly Project Team Meetings with Owner's team to assure project communications.
4. Presentations to Owner, employee stakeholders and Board of Trustees as required.
5. Assist Owner's CM/GC in the development of Construction Documents that confirm conformance with the approved GMP. Once budget conformance has been reached, it is anticipated that CM/GC will issue a Guaranteed Maximum Price (GMP).

### **Bidding/Permitting**

1. The Architect and CM/GC will assist Owner and PM in preparation of General Conditions, Instructions to Bidders, bidding forms, and other similar documents.
2. The Architect will work in close collaboration with the Owner while CM/GC solicits and obtains bids from contractors.
3. The Architect will coordinate Design Review Approval, Plan Check, and assist the Owner and CM/GC in procurement of the Building Permit.
4. Assist with pre-bid conferences with prospective bidders to familiarize bidders with the bidding documents and with any special systems, materials, or methods called for by the documents. The Architect will respond to and evaluate substitution requests.
5. The Architect will prepare addenda to bid documents, if required.
6. Refine bid packages, if required.

### **Construction Administration**

1. The Architect and CM/GC, as applicable, will work in close collaboration to provide project coordination and Construction Administration.
2. The Architect is to assist in the identification of long lead items to assist CM/GC in development of construction and installation schedules.
3. After CM/GC has completed their review, the Architect shall review shop drawings and submittals for compliance with approved design concepts and specifications set forth in the Construction Documents.

4. The Architect (in this case specifically, the Project Architect identified for this project) shall participate (no less than weekly, but as required for each particular phase of the work), in site visits and site meetings to observe and document quality of the work and guard against defects or deficiencies in the work of the contractors, manufacturers, or vendors.
5. In conjunction with the Owner's Representative, the Architect shall review the General Contractor's application for payments, noting contradictions between the amount requested and the actual work in place.
6. During construction and installation, remain available, as needed, to ensure that installation is in accordance with the documents.
7. In conjunction with the Owner's team, conduct a punchlist inspection and produce a document detailing items for CM/GC to remedy.
8. Collaborate with the Owner to collect and submit the following close-out documentation:
  - a. Operations and Maintenance data for equipment as required by the contract documents for the project.
  - b. Record drawings for the project including, among other things, any deviations from the original plans and drawings for the project made during construction.
  - c. Warranties and bond for equipment put into service.
  - d. Keys, tools, spare parts, and maintenance materials.
  - e. A list of all construction contractors, vendors and material persons of every tier providing services, equipment and/or materials in connection with the project, with contact information.
  - f. All guaranties and warranties from all construction contractors as required by the contract documents for the project.

### **III. SCHEDULE AND SUBMITTAL**

#### **A. RFP AND EVALUATION SCHEDULE**

Issuance of RFP:	<b>March 9, 2022</b>
Submission of Final Written Questions about the RFP:	<b>March 18, 2022, 5:00 p.m. (PT)</b>
Proposal Due Date:	<b>March 30, 2022, 5:00 p.m. (PT)</b>
Evaluation of Proposals, Finalists Selected:	<b>April 4 – April 8, 2022</b>
Finalist Interviews (if necessary):	<b>Week of April 18-22, 2022</b>
Anticipated Contract Commencement:	<b>May 2022</b>

## B. PROJECT CONTACT PERSON

**Mike DiPasquale**  
**Project Manager**  
**PlanB Consultancy**  
**Phone:** (971) 284-1907  
**Email:** [mdipasquale@planbconsult.net](mailto:mdipasquale@planbconsult.net)

## C. WRITTEN QUESTIONS

If proposers have questions about the RFP, they are encouraged to submit them as soon as possible, but no later than **5:00 p.m. (PT) on March 18, 2022**. Questions must be in writing and may be e-mailed to the [Contact Person](#) above. CIS will not be obligated to answer any questions received after the deadline, or any questions submitted in a manner other than as instructed above.

## D. PROPOSAL SUBMITTAL

### 1. General

Proposals must be received by **5:00 p.m. (PT) on March 30, 2022**. Any proposal received after this date and time will not be considered.

Delivery of proposals by the specified deadline is the sole responsibility of the Proposer. CIS will not be responsible for, nor accept as a valid excuse, any delay the method of delivery used by the Proposer except where it can be established that CIS was the sole cause of the late receipt.

### 2. Method of Submittal

The proposal must be submitted in electronic form in an email to the [Contact Person](#) above.

### 3. Evaluation Criteria

All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements specified in this RFP. An award will be made to the Proposer whose offer is judged to be the most advantageous to CIS, though CIS expressly reserves the right to reject all proposals and make no award under this RFP.

The following criteria will be considered in evaluating the proposals:

- Quality of the proposal, including an expressed understanding of CIS' requirements;
- Qualifications;
- Experience, particularly with similar construction projects;
- Interviews;



- References;
- Financial considerations;
- Equity in Public Contracting
- Miscellaneous, including exceptions/deviations

Submitted proposals will be rated and assigned points based on responses as follows:

1. Cover Letter	Pass/Fail
2. Qualifications and Related Experience	20 points
3. Staffing and Project Organization	20 points
4. Work Plan/Technical Approach	20 points
5. Financial Considerations	15 points
6. References	20 points
7. Equity in Public Contracting	5 points

#### **IV. GENERAL INSTRUCTIONS**

##### **A. ORAL COMMUNICATIONS**

Any oral communication by CIS' [Contact Person](#) or designee concerning this RFP is not binding and shall in no way modify the RFP or the obligations of CIS, a proposer or selected firm(s).

##### **B. CHANGES TO RFP**

If it is necessary to make material changes to the RFP, CIS will e-mail written RFP addenda to all recipients of record of the original RFP and post such addenda on CIS' website ([www.cisoregon.org/About/RFS](http://www.cisoregon.org/About/RFS)). Recipients of record are those parties to whom CIS directly sent a copy of the RFP. Responses to written questions received by the specified deadline will be incorporated in an RFP addendum.

It is the responsibility of the proposer to inquire of CIS as to any addenda issued. This may be done by checking CIS' website prior to the proposal submittal deadline. All addenda issued shall become part of the RFP.

##### **C. EXCEPTIONS / DEVIATIONS**

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in a separate element of the submitted proposal under the heading **"Exceptions and Deviations"**.

##### **D. AUTHORIZATION TO DO BUSINESS**

Proposers must be authorized to do business in the State of Oregon and in the local jurisdiction in which they are located or where the work will be performed.

## **E. PRE-CONTRACTUAL EXPENSES**

CIS shall not be liable for pre-contractual expenses incurred by a proposer in the preparation of its proposal and proposers shall not include any such expenses in their offers. Pre-contractual expenses are defined as expenses incurred by the proposer to: (1) prepare and submit its proposal to CIS; (2) negotiate with CIS on any matters related to this RFP; and (3) any other expenses incurred by a proposer prior to the date of award, if any.

Issuance of this RFP and receipt of proposals does not commit CIS to award a contract. CIS reserves the right to postpone the award for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one proposer simultaneously, or to cancel all or part of this RFP.

## **F. WITHDRAWAL; PROPOSAL IRREVOCABLE FOR 90 DAYS**

A proposer may withdraw its proposal at any time prior to the submittal deadline by sending CIS a request in writing from the same person who signed the submitted proposal. As of the deadline for submittal, any proposal received by CIS and not withdrawn becomes an irrevocable offer available for acceptance by CIS immediately and for **90 days** thereafter. Proposers are responsible for the accuracy of their proposals and no allowance will be made for errors or price increases that a proposer later alleges are retroactively applicable.

## **G. DISPOSITION OF PROPOSALS**

All materials submitted in response to this RFP become the property of CIS, except for information identified by a proposer as being proprietary. A blanket statement that all contents of the proposal are proprietary will not be honored by CIS. Please note that as a public entity, CIS is subject to Oregon public records law, which may require the disclosure of information regarding proposals or a subsequent contract.

## **H. IMMATERIAL DEFECTS IN PROPOSAL**

CIS may waive any immaterial deviation or defect in a proposal. CIS' waiver shall in no way modify the RFP documents or excuse a proposer from full compliance with the RFP if awarded the contract.

## **I. AWARD NOTIFICATION PROCESS**

The proposals will require approximately 7 calendar days for evaluation. The top ranked firms may, at CIS' discretion, be required to make an in-person presentation in support of their proposal to the evaluation committee. The interview will serve to assist CIS in selecting the successful firm and will serve as a tool to refine scoring of the RFP to produce a final ranking. Contract negotiations will follow the selection of the top firm. An initial scope and fee proposal

will be required to be submitted within 7 calendar days of notification. The consultant selection process will be carried out consistent with Oregon Revised Statutes, Chapter 279C.

## **J. WRITTEN AGREEMENT**

The proposer selected for contract award through this RFP shall be required to enter into a written agreement with CIS governing the provision of professional services to CIS, its members, and other eligible entities. The agreement will include pertinent terms and conditions set forth in this RFP and will reflect the proposer's offer or the outcome of contract negotiations. The agreement will also include, to the extent applicable, the provisions described in [Appendix A](#) and any terms or conditions added by addendum.

It is anticipated that the proposer may enter into separate agreements with subcontractors to fulfill the terms of this contract. CIS will not be a party to those separate agreements, nor in any fashion a guarantor or indemnitor of them.

## **K. TERM OF CONTRACT**

If a contract is awarded through this RFP, it will be effective upon full execution of the agreement, which CIS expects to be in April 2022. No agreement with CIS shall be in effect until a contract has been approved by the CIS Board of Trustees or designee and has been signed by both parties.

## **L. NEWS RELEASES**

News releases pertaining to any award resulting from this RFP may not be issued without the prior written approval of CIS.

# **V. PROPOSAL FORMAT AND CONTENT**

The proposal submitted in response to this RFP must contain the information required in Sections A through G below. Brevity is preferred. For the questions in Sections B through G, please precede your answers with a restatement of the question. If you intend to use any subcontractors in fulfillment of services, information should be furnished for both your firm and the subcontractors where appropriate.

Submitting general marketing materials about your firm in lieu of providing specific answers to questions will not be acceptable. If you wish to submit marketing materials, you should do so as a separate addendum rather than as part of the formal response.

## **PROPOSAL FORMAT**

1. Proposals should be clear and concise.
2. Electronic Format: Single PDF format files.

3. Minimum font size: 11 point with a standard body text font (e.g. Calibri, Times New Roman, Garamond).
4. Cover Letter: Maximum two (2) pages.
5. Maximum number of pages: Eighteen (18) pages. One page is considered to be one side of a single 8 ½" x 11" sheet.
  - a. Included in the page count: Evaluation Criteria responses, charts, graphs, pictures, and all other text or graphics.
  - b. Not Included in the page count: One-page Table of Contents, Cover letter, Resumes

#### **A. COVER LETTER**

All proposals must include a cover letter addressed to the [Contact Person](#) in Section III, B above. At a minimum, the cover letter must contain the following:

- Identification of the proposer, including business name, address, and telephone number.
- Name, title, address, telephone number, and e-mail address of a contact person during the period of proposal evaluation.
- Acknowledgment of RFP addenda received, if any.
- A statement that the proposal shall remain valid for a period of not fewer than **90 days** from the due date for proposals.
- Any exceptions to any specified criteria in this RFP.
- Identification of any information contained in the proposal which the proposer deems to be confidential or proprietary and wishes to be withheld from disclosure. A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by CIS.
- Signature of a person authorized to bind the offering firm to the terms of the proposal.

#### **B. QUALIFICATIONS AND RELATED EXPERIENCE**

1. Furnish background information about your firm, including date of founding, legal form (i.e., sole proprietorship, partnership, LLC, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees, days/hours of operation and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect your ability to perform contractually. Certify that the firm is not debarred, suspended, or otherwise declared ineligible to contract by any federal, state, or local public agency.
2. Describe your firm's experience and qualifications for providing Architectural services for similar construction projects. Include experience using CM/GC contracting method.

3. Provide at least three case studies of providing the services like those requested in the [Scope of Work](#). Describe the services you offered and how they were beneficial to the client.

## C. STAFFING AND PROJECT ORGANIZATION

Identify the key personnel from your firm who would be assigned to this project and their specific roles in the project. Identify the project lead and other key project team members who will be involved with each major service or task element of the work. Include a brief description of the number of years with your firm, qualifications, professional certifications, job functions, current caseload, and office location(s). Brief resumes (not more than two pages long) for all key personnel may be provided as an appendix, not in the body of the proposal.

## D. WORK PLAN / TECHNICAL APPROACH

1. Describe in detail the information, documents, staff assistance, facilities, or other resources you would require from CIS to complete your work; declare any critical assumptions upon which your work plan is based. For example, specify what documents you will need from CIS in order to begin your work.
2. Describe succinctly how your firm would accomplish the work and satisfy CIS' objectives included in this RFP.
3. Explain how you would approach providing the services described in the [Scope of Work](#) in general as well as to specific CIS members. Include the length of the engagement and the areas you would cover. Describe how you intend to ensure a successful project including management, milestones, meetings, and deliverables. Demonstrate knowledge of the type of work requested, ability to solve the anticipated project issues, and ability to offer innovative ideas.

## E. FINANCIAL CONSIDERATIONS

Provide an estimated fee for completing design services for previous projects described above in Section B.2. Describe how you determined the fee. Include a description of how reimbursable expenses were handled.

## F. REFERENCES

Provide **Owner** references for past three **similar** projects, no matter how large or small the project. Include name, title, current direct phone number, and email address for the contracting agencies' primary contacts.

## **G. EQUITY IN PUBLIC CONTRACTING**

Minority, Women Owned, Emerging Small and Veteran Owned businesses are encouraged to submit a proposal. Proposers are encouraged to involve participation of small, minority, women, and veteran owned business enterprises.

1. Describe any efforts used by your firm to solicit and use certified Minority/Women Business Enterprises (M/WBE), Emerging Small Business (ESB), or Disadvantaged Business Enterprise (DBD).
2. Discuss your firm's ownership status and employment practices regarding women, minorities and emerging small businesses or historically underutilized businesses.

## **H. SAMPLE CONTRACT**

Submit a sample of your standard agreement for services with your response. Required provisions for the agreement are described in [Section IV\(J\)](#) above and [Appendix A](#) below.

## APPENDIX A – CIS CONTRACT CONSIDERATIONS

CIS contracts will be subject to the following standards. These are not exclusive and other contract clauses and provisions will obviously be applicable as well. However, these are areas respondents to CIS RFPs should be aware of in considering and preparing responses.

### A. MANDATORY PROVISIONS:

1. Indemnity Provision. There shall be no provision requiring CIS to indemnify contractor for contractor's acts or omissions. Indemnity provisions should be mutual and reciprocal. Our standard indemnity clause is as follows:

**Contractor agrees to hold harmless, indemnify, and defend CIS, and its officers and employee from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or related to the acts or omissions of Contractor or its officers, employees, subcontractors, or agents in performance of services pursuant to this Contract. CIS agrees to hold harmless, indemnify, and defend Contractor and its officers and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or related to the acts or omissions of CIS or its officers, employees, subcontractors, or agents pursuant to this Contract.**

2. Independent Contractor Status. The following shall be included in CIS contracts:

**Contractor shall perform the required services as an independent contractor and not as an "officer, employee, or agent" of CIS as those terms are used in ORS 30.260 through 30.300. Although CIS reserves the right to evaluate the quality of the service provided by Contractor, CIS will not control the means or manner of Contractor's performance.**

3. Governing Law and Venue. CIS contracts shall subject to the laws of Oregon and venue for any disputes arising out of the contractual relationship. The contract shall include the following clause or the substantial equivalent:

**This contract shall be governed by the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding between CIS and Contractor arising from or related to this contract shall be brought and conducted in the Circuit Court of Marion County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought in the U.S. District Court for the State of Oregon.**

4. Insurance. Except under special circumstances, and with the approval and consent of CIS Executive Director, the following minimum insurance provisions shall be specified in the contract:

During the term of this Contract, Contractor shall maintain in force insurance coverage compliant with the requirements listed below:

- a. Workers' Compensation insurance in compliance with ORS Chapter 656 if Contractor employs "subject workers".
- b. Comprehensive General Liability insurance applicable to the services provided to CIS, with a combined single limit, or the equivalent, of not less than \$2,000,000 each occurrence for Bodily Injury, Personal Injury, and Property Damage, including contractual liability coverage applicable to the indemnity provided under this contract.
- c. Automobile Liability insurance applicable to the operation of Contractor's trucks or automobiles with a combined single limit of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, non-owned, and hired vehicles, as applicable.
- d. Notice of Cancellation or Change. There shall be no cancellation, material change, or reduction of limits without 30 days' prior written notice from the Contractor or its insurer(s) to CIS.
- e. Certificates of Insurance. As evidence of the insurance coverages required by this contract, the Contractor shall provide acceptable insurance certificates to CIS as soon as practicable upon written request by CIS. If requested, complete copies of insurance policies, shall be provided to CIS.

#### **B. OTHER CONTRACT CONSIDERATIONS:**

1. Limitations on Liability and Warranties. Responses to RFP's should include a description of any limitations on liability to either CIS or purported third party liability limitations contractor would propose to include in a contract with CIS. These provisions are disfavored and will be a consideration in our review and comparison of RFP responses.
2. Termination. While termination provisions are negotiable, any provision that would not permit CIS to terminate the contract with a reasonable notice period, without further obligation, would be strongly disfavored and allowed only with the consent of the Executive Director. Our preferred termination provision is as follows:
  - a. This Contract may be terminated at any time by mutual written consent of the Parties.
  - b. CIS may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days' written notice to Contractor. In the event of such a termination, CIS agrees to pay Contractor the fees and expenses reasonably incurred prior to such termination.



- c. CIS may terminate this Contract immediately upon notice to Contractor, or at such later date as CIS may establish in such notice, if Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this contract, or fails to perform in a timely manner the services under this contract, and such breach, default, or failure is not cured within 10 business days after delivery of CIS' notice, or such longer period as CIS may specify in such notice.
  - d. Contractor may terminate this Contract upon 10 days' written notice to CIS if CIS fails to pay Contractor pursuant to the terms of this Contract and CIS fails to cure within 30 days after receipt of Contractor's written notice, or such longer period as Contractor may specify in such notice.
- 3. Dispute Resolution. Mandatory arbitration provisions are disfavored. Our position is that alternative dispute resolution is encouraged, but arbitration should be undertaken only when both parties agree to it at the time of the dispute. If arbitration is undertaken, we would not consent to the rules and procedures of the American Arbitration Association. Other standard rules are available, or the parties can simply agree to rules and procedures as they deem appropriate. Provisions requiring mediation as a precedent to other legal action are acceptable.

**Citycounty Insurance Services intends to utilize American Institute of Architect (AIA) contracts for this project. Examples of these contracts will be issued in an Addendum.**