



citycounty insurance services  
cisoregon.org

## Request for Proposals (RFP)

### CIS Collaboration Center Project Geotechnical Inspections & Special Inspections

| RFP Schedule                           |                               |
|--|-------------------------------|
| Issuance of RFP:                       | July 3, 2024                  |
| Submission of Questions about the RFP: | July 10, 2024, 5:00 p.m. (PT) |
| Proposal Due:                          | July 17, 2024, 5:00 p.m. (PT) |

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15875 Boones Ferry Rd #1469, Lake Oswego, OR 97035 • Phone 503-763-3800 or 800-922-2684 • Fax 503-763-3900

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Oregon Counties

**REQUEST FOR PROPOSALS  
FOR  
CIS COLLABORATION CENTER PROJECT  
GEOTECHNICAL INSPECTIONS & SPECIAL INSPECTIONS**

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## **SECTION 1.0 – BACKGROUND**

Purpose of RFP: This RFP is a part of the process for CIS' selection and retention of an Inspector of Record (IOR) to complete construction materials tests/inspections for the Project. Timely submitted RFP Responses will be evaluated by CIS in accordance with the criteria established in this RFP. One or more Respondents may be requested to interview with CIS as part of the process for CIS' selection and retention of a IOR for the Project.

Project Description: CIS is proposing a new single-story office building with a total square footage of approximately 15,750 SF with associated parking, landscaping, and site improvements at 30125 SW Kinsman Rd, Wilsonville, OR 97070. The building will include office space, meeting areas, and training areas.

Project Construction Documents: Respondents must review the Construction Documents to fully understand the scope and nature of the Project along with the construction materials test/inspection required during Project construction. Submittal of a Response to this RFP is deemed the Respondent's compliance with the foregoing.

Evaluation Criteria: The following set forth the criteria by which each RFP Response will be evaluated. CIS reserves the right to exercise discretion in the weight and priority of the evaluation criteria.

- Qualifications, Relevant Experience, and Ability. The Respondent will be evaluated based on experience in successfully completing IOR Services for recent projects that are similar in size, scope, use and complexity as the Project and with similar test/inspection requirements.
- Quality of the Proposal
- Responsiveness to RFP and Project Requirements. CIS will evaluate responsiveness to the requirements of this RFP as outlined in the RFP.
- References and Client Responsiveness. CIS will evaluate the prior experience and success of the Respondent to establish effective working relationships within the setting of a higher education institution construction project, including the relationships with management, administrative, technical and end-user staff of prior clients, relationships with other project consultants and participants on prior projects.
- Availability. CIS will evaluate the availability of the Respondent and its professional and technical staff to be dedicated to completing Project tests/inspections in accordance with the Project schedule.
- Cost Schedule
- Miscellaneous, including exceptions/deviations

## SECTION 2.0 – SCOPE OF WORK

The successful firm shall provide the following. Proposers may submit a proposal for any work they are able to perform.

| MATERIAL/TASK  |  |        | FREQUENCY  |                   | RESPONSIBLE FIRM                 |
|--|--|--------|------------|-------------------|----------------------------------|
|  |  |        | CONTINUOUS | PERIODIC          |                                  |
| EARTHWORK  |  |        |            |                   |                                  |
| GRADING, EXCAVATING, & FILL                                    |  |        | INSP       | -                 | GEOTECH OF RECORD                |
| FILL MATERIAL  |  |        | -          | TEST              | GEOTECH OF RECORD                |
| SOIL COMPACTION  |  |        | -          | TEST              | GEOTECH OF RECORD                |
| CAST-IN-PLACE CONCRETE   |  |        |            |                   |                                  |
| REINFORCING STEEL, INCLUDING PRESTRESSING STEEL, AND PLACEMENT |  |        | -          | INSP              | SPECIAL INSPECTOR                |
| USE OF REQUIRED CONCRETE DESIGN MIX                            |  |        | -          | INSP              | SPECIAL INSPECTOR                |
| SHAPE, LOCATION, & DIMENSIONS OF CONCRETE MEMBER               |  |        | -          | INSP              | SPECIAL INSPECTOR                |
| BOLTS INSTALLED IN CONCRETE                                    |  |        | -          | INSP              | SPECIAL INSPECTOR                |
| REINFORCED CONCRETE PLACEMENT                                  |  |        | INSP       | -                 | SPECIAL INSPECTOR                |
| ADHESIVE ANCHORS   |  |        | INSP       | -                 | SPECIAL INSPECTOR                |
| STRUCTURAL STEEL, STEEL DECK, & PRECAST CONCRETE               |  |        |            |                   |                                  |
| EXPANSION ANCHORS  |  |        | -          | INSP              | SPECIAL INSPECTOR                |
| SPECIFIED CURING TECHNIQUES                                    |  |        | -          | INSP              | SPECIAL INSPECTOR                |
| CONCRETE MATERIALS   |  |        | -          | TEST              | TESTING LAB                      |
| SHOP FABRICATION   |  |        | -          | -                 | NOTE 1                           |
| SHOP WELDING   |  |        | -          | -                 | NOTE 1                           |
| STEEL FRAME FOR CONFORMANCE WITH CONSTRUCTION DOCUMENTS        |  |        | -          | INSP              | SPECIAL INSPECTOR                |
| FIELD WELDED CONNECTIONS                                       |  |        |            |                   |                                  |
|  | SINGLE-PASS FILLET WELDS EQUAL TO OR LESS THAN 5/16" |        | -          | INSP              | SPECIAL INSPECTOR                |
|  | SINGLE-PASS FILLET WELDS GREATER THAN 5/16"          |        | INSP       | -                 | SPECIAL INSPECTOR                |
|  | MULTI-PASS FILLET WELDS                              |        | INSP       | -                 | SPECIAL INSPECTOR                |
|  | PJP GROOVE WELDS                                     |        | INSP       | -                 | SPECIAL INSPECTOR                |
|  | CJP GROOVE WELDS                                     | BEFORE | -          | INSP              | SPECIAL INSPECTOR                |
|  |  | DURING | INSP       | -                 | TESTING LAB                      |
|  |  | AFTER  | -          | TEST              | TESTING LAB                      |
|  | DECK WELDS   |        | -          | INSP              | SPECIAL INSPECTOR                |
|  | WELDING OF REINFORCING STEEL                         |        | INSP       | -                 | NOTE 2                           |
|  | HEADED STUDS   |        | -          | TEST              | SPECIAL INSPECTOR                |
|  |  | -      | TEST       | SPECIAL INSPECTOR |                                  |
| HIGH-STRENGTH BOLT INSTALLATION (BEARING TYPE)                 |  |        | -<br>-     | INSP<br>TEST      | SPECIAL INSPECTOR<br>TESTING LAB |
| HIGH-STRENGTH BOLT INSTALLATION (SLIP-CRITICAL)                |  |        | -<br>-     | INSP<br>TEST      | SPECIAL INSPECTOR<br>TESTING LAB |
| ERECTION OF PRECAST CONCRETE MEMBERS                           |  |        | -          | INSP              | SPECIAL INSPECTOR                |

|   |   |      |      |                   |
|---|---|------|------|-------------------|
| <b>STRUCTURAL WOOD FRAMING</b>  |   |      |      |                   |
| ALL SUB-PURLIN HANGERS  |   | -    | INSP | SPECIAL INSPECTOR |
| LATERAL FORCE RESISTING MEMBERS   |   |      |      |                   |
|   | NAILING $\leq 4"$ OC & STRAPPING OF SHEARWALLS, DIAPHRAGMS, & TOP CHORDS        | -    | INSP | SPECIAL INSPECTOR |
|   | NAILING, BOLTING, ANCHORING, & FASTENING OF OTHER ELEMENTS                      | -    | INSP | SPECIAL INSPECTOR |
|   | GANG NAIL TRUSSES W/ SPAN > 60': MEMBER RESTRAINT BRACING INSTALLATION          | -    | INSP | SPECIAL INSPECTOR |
| <b>MASS TIMBER CONSTRUCTION (CLT, MMP, GLT)</b>   |   |      |      |                   |
| ANCHORAGE AND CONNECTIONS OF MASS TIMBER CONSTRUCTION TO TIMBER DEEP FOUNDATION SYSTEMS                     |   | -    | INSP | SPECIAL INSPECTOR |
| ERECTION OF MASS TIMBER CONSTRUCTION  |   | -    | INSP | SPECIAL INSPECTOR |
| CONNECTIONS WHERE INSTALLATION METHODS ARE REQUIRED TO MEET DESIGN LOADS                                    |   |      |      |                   |
| THREADED FASTENERS  | PROPER INSTALLATION EQUIPMENT   | -    | INSP | SPECIAL INSPECTOR |
|   | PRE-DRILLED HOLES WHERE REQUIRED  | -    | INSP | SPECIAL INSPECTOR |
|   | SCREWS, INCLUDING DIA, LENGTH, HEAD TYPE, SPACING, INSTALLATION ANGLE AND DEPTH | -    | INSP | SPECIAL INSPECTOR |
| ADHESIVE ANCHORS INSTALLED IN HORIZONTAL OR UPWARDLY INCLINED ORIENTATION TO RESIST SUSTAINED TENSION LOADS |   | INSP | -    | SPECIAL INSPECTOR |
| ADHESIVE ANCHORS NOT DEFINED IN PRECEDING CELL  |   | -    | INSP | SPECIAL INSPECTOR |
| BOLTED CONNECTIONS  |   | -    | INSP | SPECIAL INSPECTOR |
| CONCEALED CONNECTIONS   |   | -    | INSP | SPECIAL INSPECTOR |
| NAILING/SCREWS OF SPLINE, STRAPPING, & HOLD DOWNS OF PANELS   |   | -    | INSP | SPECIAL INSPECTOR |
| <b>STRUCTURAL MASONRY</b>   |   |      |      |                   |
| CONSTRUCTION OF MORTAR JOINTS   |   | -    | INSP | SPECIAL INSPECTOR |
| GROUT SPACE PREPARATION   |   | -    | INSP | SPECIAL INSPECTOR |
| TYPE, SIZE, & LOCATION OF REINF & ANCHORAGES  |   | -    | INSP | SPECIAL INSPECTOR |
| PLACEMENT OF GROUT  |   | -    | INSP | SPECIAL INSPECTOR |
| COLD & HOT WEATHER PROCEDURES   |   | -    | INSP | SPECIAL INSPECTOR |
| MORTAR & GROUT PROPORTIONS  |   | -    | INSP | SPECIAL INSPECTOR |
| GROUT & MORTAR SPECIMENS / PRISMS   |   | -    | INSP | SPECIAL INSPECTOR |
| <b>COLD-FORMED STEEL FRAMING</b>  |   |      |      |                   |
| FIELD WELDED CONNECTIONS  |   | -    | INSP | SPECIAL INSPECTOR |
| ADHESIVE ANCHORS  |   | INSP | -    | SPECIAL INSPECTOR |
| EXPANSION ANCHORS   |   | -    | INSP | SPECIAL INSPECTOR |
| SCREWS  |   | -    | INSP | SPECIAL INSPECTOR |
| FIELD WELDED CONNECTIONS  |   | -    | INSP | SPECIAL INSPECTOR |
| LATERAL FORCE RESISTING MEMBERS   |   |      |      |                   |
|   | FASTENING < 4" OC & STRAPPING OF SHEARWALLS, DIAPHRAGMS, & TOP CHORDS           | -    | INSP | SPECIAL INSPECTOR |
|   | BOLTING, ANCHORING, & FASTENING OF OTHER ELEMENTS                               | -    | INSP | SPECIAL INSPECTOR |
| <b>METAL FABRICATIONS, METAL STAIRS, RAILINGS, &amp; HANDRAILS</b>  |   |      |      |                   |
| ADHESIVE ANCHORS  |   | INSP | -    | SPECIAL INSPECTOR |
| EXPANSION ANCHORS   |   | -    | INSP | SPECIAL INSPECTOR |
| CONCRETE PLACEMENT  |   | -    | INSP | SPECIAL INSPECTOR |
| CONCRETE MATERIALS  |   | -    | TEST | TESTING LAB       |

|  |   |      |             |
|--|---|------|-------------|
| <b>SPRAYED FIRE-RESISTIVE MATERIAL</b> |   |      |             |
| SPRAYED FIRE-RESISTIVE MATERIALS       | - | TEST | TESTING LAB |
| SPECIAL CASES                          |   |      |             |

### SECTION 3.0 – CONTACTS AND QUESTIONS

#### CIS Contact Person

**Amanda Larson**  
**Cumming Group on behalf of CIS**  
Email: [amanda.larson@cumming-group.com](mailto:amanda.larson@cumming-group.com)

Cumming Group will be managing the RFP submission process on CIS' behalf.

#### 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).

#### Written Questions

If proposers have questions about the RFP, they are encouraged to submit them as soon as possible, but no later than the **5:00 p.m. (PT) on July 10, 2024**. Questions must be in writing and may be e mailed to the Contact Person above. Neither Cumming Group nor CIS will be obligated to answer any questions received after the deadline, or any questions submitted in a manner other than as instructed above.

## **SECTION 4.0 – INSTRUCTIONS FOR SUBMITTING A PROPOSAL**

### **General**

Proposals must be received by **5:00 p.m. (PT) on July 17, 2024**. 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. Neither Cumming Group nor CIS will be responsible for, or accept as a valid excuse, any delay in the method of delivery used by the Proposer except where it can be established that Cumming Group or CIS was the sole cause of the late receipt.

### **Method of Submittal**

The proposal must be submitted in electronic form in an email to the Contact Person above.

### **Changes to RFP**

If it is necessary to make material changes to the RFP, Cumming Group 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 Cumming Group 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 Cumming Group as to any addenda issued. This may also be done by checking CIS' website prior to the proposal submittal deadline. All addenda issued shall become part of the RFP.

### **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".

### **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.



#### 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. 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 "**Section 5.0 – CIS Contract Considerations**" of this RFP document and any terms or conditions added by addendum.

## **SECTION 5.0 – 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.