



**REQUEST FOR PROPOSAL (RFP) 22-23/14
EARLY LEARNING FURNITURE, FIXTURES &
EQUIPMENT (FF&E)
ORS 279B DESIGN ASSIST SERVICES AGREEMENT**

SUBMITTAL DEADLINE: 2:00 PM on December 20, 2022

Design Assist Services

**DESCHUTES PUBLIC LIBRARY DISTRICT
REQUEST FOR PROPOSALS
Design Assist Services**

NOTICE IS HEREBY GIVEN, Deschutes Public Library District (District) is requesting sealed proposals to invite qualified Vendors to work with the District design team to create and potentially construct unique early learning materials and furniture for bond-funded library projects. Phase I work will include reviewing fabrication methods, materials, cost analysis and schedule. A potential Phase II may consist of: (1) constructing designed goods; and (2) installing them in up to 7 libraries.

Sealed proposals will be received until 2:00 PM on December 20, 2022. Clearly mark proposals "Deschutes Public Library District Early Learning Components Design-Assist Services Proposal" and submit to Todd Dunkelberg, Library Director, Deschutes Public Library District at 507 NW Wall Street, Bend, Oregon 97703. Proposals received after closing will be rejected as nonresponsive and returned unopened. Public opening of responsive proposals will occur at 507 NW Wall Street, Bend, OR. 97703, at 2:00 PM on December 20, 2022.

A copy of the RFP, including all contract terms, conditions and specifications may be obtained on the District's website at <https://www.deschuteslibrary.org/about/bond/>, the address above, or by calling (541) 312-5291, from December 1st, 2022, until the closing date. Interested parties will prepare and submit proposals meeting the requirements of the District's RFP for consideration by District. It is the District's intent to select the most advantageous proposal(s) based on the evaluation criteria set forth in this RFP. No pre-qualification will be required for the contract award, nor will a pre-proposal conference be held.

Todd Dunkelberg, Library Director

Dated: December 1st, 2022

I. GENERAL INFORMATION

A. INTRODUCTION

Deschutes Public Library District (District) is soliciting proposals from qualified firms and individual professionals to work with District's design team to create unique early learning FF&E for bond-funded construction projects. Phase I will include reviewing fabrication methods, materials, cost analysis and schedule. A potential Phase II may consist of: (1) constructing designed goods; and (2) installing them in up to 7 libraries. Contracted services will include, but are not necessarily limited to, the items listed in Article I.D. of this RFP. Services will include coordination with work produced by District consultants, vendors, and contractors.

All Proposers are placed on notice that the scope of the Project and its costs may be revised, expanded, or reduced before a contract is executed between a Proposer and the District. For purposes of submitting a proposal, the services described in the proposal should be drafted to separately address each of the above-referenced portions of the Project. The District intends to enter into a contract in the form attached as Appendix A for Phase I of the Project, with the selected Vendor after negotiating a maximum not to exceed dollar amount for services through Phase I and hourly rates and fees to apply to possible Phase II fabrication and installation services. An addendum to the awarded Contract will be negotiated for Phase II of the Project, if undertaken. District reserves the right to resolicit and award Phase II services to one or more third party Vendors, in District's sole discretion.

Proposal clarifications or additional information requested by District must be provided by Proposer within 24 hours of request, excluding weekends and holidays.

B. BACKGROUND

On November 3, 2020, Deschutes County voters approved a \$195 million bond measure to construct a new Central Library, and to expand and update existing libraries in the Deschutes Public Library system. The work has been divided into 4 Work Packages.

1. Stevens Ranch Library.
2. Redmond Library.
3. Downtown Bend Library.
4. Branch Renovations at La Pine, Sisters, East Bend, and Sunriver.

Awardees must be prepared to work with District project teams consisting of the Vendor, Owner representatives, design team, and construction manager/general contractors to perform the work. Teamwork will be of particular importance to complete individual projects on schedule and within budget.

C. ANTICIPATED SELECTION SCHEDULE

District anticipates the following general timeline for its selection process. District reserves the right to change this schedule.

- RFP Advertised December 1 , 2022
- Proposal Due Date December 20, 2022, 2:00 PM
- Proposal Opening December 20, 2022, 2:00 PM
- Selection Committee Evaluation December 20 thru January 6, 2023
- Interviews (if needed) Week of January 2, 2023
- Contract Approvals January 31, 2023
- Commencement of Contracts February 1, 2023

D. REQUIRED SKILLS AND CAPABILITIES

1. Work Product Quality & Relevance.

- (a) Demonstrated ability to produce durable permanent public fixtures and furnishings in ultra-high-wear environments
- (b) Demonstrated ability to deliver products at the highest levels of fit and finish.
- (c) Working knowledge of special considerations when fabricating elements of children's play environments
- (d) Demonstrated ability to coordinate installation of architectural elements with Owner's representatives, Consultants and General Contractors in commercial environments
- (e) Demonstrated ability to deliver production furnishings and fixtures coordinated across multiple locations with consistent quality

2. Process and Capabilities.

- (a) Demonstrated ability to work collaboratively in a design-assist role with a lead designer to detail and implement a furnishing and fixture program.
- (b) Affirmed ability to subcontract specialty elements where required
- (c) Demonstrated digital fabrication capabilities
- (d) Demonstrated ability to coordinate sophisticated integration of custom digital and AV equipment into furnishings and elements.

3. Community Health & Sustainability.

- (a) Affirmed commitment to prioritizing sustainability objectives in materials sourcing
- (b) Affirmed commitment to source materials and labor locally wherever possible

- (c) Affirmed commitment to prioritizing nontoxic finishes and materials (protect laborers, environment, and visitors).
- 4. Maintenance and Warranty.
 - (a) Demonstrated ability to provide reasonable warranty and maintenance terms for elements and equipment, including digital and AV equipment where applicable
 - (b) Affirmed commitment to long term client relationship in support of ongoing maintenance and evolution of the system of furnishings and fixtures

E. SCOPE OF SERVICES

The overall scope of this project is to assist the project team in completion of the detailed design for, and fabrication and installation of, a program of select fixtures, furnishings, and integrated media elements for the early-learner spaces in seven libraries across the Deschutes Public Library system. These early learner spaces vary in size from roughly 1400 Square foot renovations of existing spaces at the smallest branch locations, to more than 10,000 Square feet at the largest locations, which will be newly constructed.

The below is a preliminary outline of the detailed scope of work for the project, provided to assist the bidder in analysis of required level of effort only. The final scope of deliverables and the project timeline will be mutually agreed upon by all parties. The scope has been divided, broadly, into two phases: Design Assistance and Implementation. These two phases of work may overlap at certain points during the project, as various elements of the design may be finalized and implemented at different times.

System Elements - that have been defined to date include, but ultimately will not be limited, to the following:

Carts: These are a family of rolling cart elements, 24"x24" in plan, and varying in height between 24'-48". These carts will be engineered to lock in place at designated "docking" locations throughout the branches, as well as have the capability in some cases to be locked in place in open floor space. The carts will house a wide variety of programmed educational and entertaining play elements and experiences, which are currently in development. Some carts will be integrated into the shelving system and require coordination with the shelving supplier.

Landforms: These are a family of modular furnishings/ play elements of varying shapes and sizes, based on multiples of a 24" cubic module. Some of these will be padded upholstered elements, while others will be monolithic wooden elements with CNC-machined surfaces of varying kinds, Safety and durability will be of particular importance to the design of these elements.

"Trailheads:" These are a system of small three dimensional "advertisements" strategically positioned throughout the library, inviting visitors to explore and investigate.

Some of these small installations will be designed to stand alone inside the library environment, while others will be designed to integrate seamlessly into the standard dimensional book shelving system (by others) that will be ubiquitous throughout the library system.

Dividers: These are a system of moveable low screening / dividing wall elements that can be configured to provide some separation and isolation, as well as to facilitate the creation of active play zones.

Environmental Graphics: This will be a system of low-relief sculptural / printed graphic elements that are strategically located within the children's areas of the libraries, at varying scales.

Custom Installations: At key locations (the larger branches, which include new construction libraries at Redmond and Stevens Ranch, as well as the renovation of Downtown Bend) will also include a number of larger, custom environmental installations. These may include some larger, environmental scale digital media installations.

The District intends to contract with the successful proposer in two phases.

Phase I: Design

1. Design Assist - The overall project design is currently at a schematic level, with some of the primary system elements well defined and understood, while other elements still understood only at a conceptual level. Because the library branches included in this scope will open at different times, the design process will continue to be segmented and coordinated, and activities related to the concept design of some locations will run concurrently with the final fabrication of elements for other locations. Broadly speaking, the smaller branch projects are the first planned for completion, allowing the design team and the selected fabrication partner ample time to collaborate to finalize detailed design for system elements (enumerated below).

The initial design assistance phase, for which we are requesting price estimates, will be focused on the development of fixtures, furnishings, and integrated media elements for library branches at Sisters and LaPine, and will be first, commencing in February 2023.

- (a) Work with Design team to identify all required early learning components for each library, including fabrication methods, materials, costs, and schedule.
- (b) Provide conceptual fabrication (shop drawings) drawings and written recommendations to the Design team for custom Early Learning components.
- (c) Provide cost estimates for fabrication and installation of Early Learning components.

- (d) Attend meetings and make presentation concerning the proposed Early Learning components.
- (e) Assist District and design team in evaluating Preliminary Design options of Early Learning components.
- (f) Assist the design team with structural, anchorage, power, and data requirements.
- (g) Coordination with other vendors on assembly requirements of integrated components.
- (h) Coordination with the project team regarding the maintenance and operational use of all components.
- (i) Coordination with the design team regarding applicable governmental agency requirements, laws, codes, and regulations associated with the fabrication and installation of the components.
- (j) Provide mock-ups, samples and material information submittals as required per the specifications.

Phase II: Implementation

If, after Phase I is complete, District decides that it is desirable to build and install select Early Learning Components, and to continue to work with Vendor, Phase II of the Project entails:

During the implementation phase, the selected fabricator will source, fabricate, assemble, and install the defined System Elements such as fixtures, furnishings, and integrated media elements based on a mutually agreed price.

1. Cost proposal.
 - (a) Prepare and review a detailed cost proposal itemizing the cost of all fabricated components, delivery & freight, installation, and profit and overhead.
 - (b) Prepare and review a detailed fabrication, delivery, and installation schedule in accordance with the District's Master Development Schedule.
 - (c) Prepare and submit a detailed design, fabrication, delivery, and installation schedule which is coordinated with the District's Master Development Schedule.
2. Fabrication and Installation.
 - (a) Furnish, deliver, handle, and install all components for a complete and functional system in accordance with the approved plans and specifications.
 - (b) All components to be manufactured and installed in accordance with all regulatory agency requirements, laws, codes, and regulations associated with the components.
 - (c) Provide all required testing of the components to ensure proper function and operation.

- (d) Provide operational owner training, which shall be video recorded by installer for the owner's maintenance manuals.
- (e) Provide Maintenance and Operational manuals as required per the specifications.

II. PROPOSAL INSTRUCTIONS

A. PROPOSAL SUBMITTAL AND DUE DATE

Proposers shall provide four hard copies plus one electronic version (.pdf format) of proposer's proposal in a sealed envelope clearly marked: "Confidential: Deschutes Public Library District Early Learning Components Design-Assist Services Proposal."

Proposals shall be submitted by 2:00 PM on December 20, 2022 to:

Todd Dunkelberg, Director
Deschutes Public Library District
507 NW Wall Street
Bend, OR 97703

Proposals shall be organized as specified in Article II.E, Proposal Contents. District assumes no responsibility for delayed or undelivered mail or express packages. Proposals which are not delivered by the above-specified time and date will not be considered. Faxed or electronically transmitted proposals will be rejected as non-responsive.

B. INQUIRIES

Questions concerning this RFP should be submitted to:

Greg Holcomb, Owner's Representative
Deschutes Public Library District
507 NW Wall Street
Bend, OR 97703
Phone: (541) 312-5291
Email: greg@redpointcm.com

C. RESERVATION OF RIGHTS

District reserves the right to: 1) seek clarifications of each proposal; 2) negotiate a final contract that is in the best interest of the District and the public; 3) reject any or all proposals pursuant to District Rule 137-047-0640; 4) postpone or cancel this RFP at any time if doing so would be in the public interest, as determined by District in its sole discretion; 5) award a design assist services agreement contract to one or more proposer(s) based on the evaluation criteria set forth in this RFP; 6) waive minor informalities contained in this RFP or any proposal, when, in District's sole judgment, it

is in the District's best interest to do so; and 7) request any additional information District deems reasonably necessary to allow District to evaluate, rank and select the most qualified proposer to perform the services described in this RFP.

D. PROTESTS

Proposers are directed to the solicitation and award protest procedures contained in District's Public Contracting Rule 137-047-0730 and 137-047-0740.

D. PROPOSAL CONTENTS

Proposals shall be limited to no more than 20 single sided pages, not including covers, divider pages, or resumes. Proposals should be prepared in generally the following format and shall include, at a minimum, the following items:

- The name of the person(s) authorized to represent the proposer in negotiating and signing any agreement which may result from the proposal.
- Qualifications:
 - Name and qualifications of the individual who will serve as the District contact.
 - The names of professional people who will assist the Vendor in performing the work and a current résumé for each, including a description of qualifications, skills, and responsibilities (Key Personnel).
- Description of proposer's expertise in the following areas:
 - Library facilities.
 - Early Learning materials and furniture design; and
 - Early Learning materials and furniture fabrication and installation.
- Explanation of proposer's workload capacity and level of experience commensurate with the level of service required by District.
- Explanation of proposer's facilities and availability of support staff.
- Proof of Insurance of \$2 million professional liability insurance and \$2 million comprehensive and automobile liability insurance. Proof of coverage by Workers' Compensation Insurance or exemption.
- A list of at least three references from clients of similar size for whom similar services have recently been provided. (For all references, please include contact name, phone number, email, and description of work performed.)
- A list of the tasks, responsibilities, and qualifications of any subconsultants proposed to be used on a routine basis.
- Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.
- A discussion of proposer's use of local resources and community involvement, including knowledge about the conditions in Deschutes County, and local codes and regulations specific to Deschutes County.

- Explanation of how proposer minimizes costs through design, fabrication and installation phases.

E. PUBLIC RECORDS

All proposals submitted are the property of District, thus subject to disclosure pursuant to the public records law, as qualified by ORS 279B.060(6). Accordingly, while a list identifying proposers will be available upon request, proposals received and opened shall not be available for public inspection until after District has issued the notice of intent to award this Design-Assist Services Agreement. Thereafter, except for information marked "Proprietary," all documents received by District shall be available for public disclosure. District will attempt to maintain the confidentiality of materials marked "Proprietary" to the extent permitted under the Oregon Public Records law.

F. COSTS

Proposers responding to this RFP do so solely at their own expense.

G. ADDENDUM TO THE REQUEST FOR PROPOSALS.

In the event it becomes necessary to revise any part of this RFP prior to closing, District will not mail notice of Addenda, but will publish notice of any Addenda on District's web site. Addenda may be downloaded off the District's web site. Proposers should frequently check the District's website until Closing, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing. Except to the extent required by a countervailing public interest, the District shall not issue Addenda less than 72 hours before the Closing, unless the Addendum also extends the Closing

III. PROPOSAL EVALUATION

A. MINIMUM QUALIFICATIONS

District will review proposals received to determine whether or not each proposer meets the following minimum qualifications:

- Has the financial resources for the performance of the desired Design Assist Services, or the ability to obtain such resources.
- An Equal Opportunity Employer and otherwise qualified by law to enter into the attached Design Assist Services Agreement.

B. EVALUATION CRITERIA

Proposals meeting the above minimum qualifications will be evaluated by the District using the following criteria:

| | <u>Maximum Points</u> |
|---|---------------------------|
| 1) Specialized experience in the type of work to be performed, specifically including work for any agency of similar size. | (15) |
| 2) Qualifications and experience of the staff assigned by proposer to perform these services. | (15) |
| 3) Past experience of proposer and project team members with relevant county, state, and federal regulatory and funding agencies. | (5) |
| 4) Design Assist Fee. | (10) |
| 5) Availability and capability to perform the Design Assist Services described in this RFP per the Master Development Schedule. | (10) |
| 6) Quality Control procedures of proposed scope of work, including the proposed management techniques and practices. | (10) |
| 7) References. | (10) |
| 8) Experience with environmentally sustainable “green construction” practices and techniques. | (5) |
| 9) Interview (if conducted). | (20) |
| Maximum Total Points | 100 |

C. SELECTION

The evaluation committee will consist of members. Each member shall complete an evaluation sheet ranking each qualified proposer against the weighted criteria set forth in Article III.B of this RFP. Completed evaluations shall be combined and tallied. District reserves the right to interview one or more of the highest ranked candidates by telephone or in person. Upon completion of its evaluation process, the evaluation committee may recommend a firm with which to enter into a Design-Assist services agreement.

If District does not cancel the RFP after receipt of the evaluation committee’s scoring results and recommendation, District will begin negotiating a contract with the highest-

ranking candidate. District shall direct negotiations toward obtaining written agreement on the Vendor's performance obligations, a payment methodology that is fair and reasonable to District that reflects a candidate's best and final offer, and any other provisions District believes to be in District's best interest to negotiate.

If District and one or more of the selected candidates are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to District, District shall, either orally or in writing, formally terminate negotiations with one or more of the selected candidates. District may then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or District terminates this RFP.

It is the desire of District to have the attached Design Assist Service Agreement in place no later than February 1, 2023.

D. CONTRACT

District desires to enter into a Design Assist Service Agreement with the chosen awardee in the form attached, which includes all services necessary for this position, whether or not the services are specifically outlined in this RFP.

The selected proposer will be expected to sign the attached written agreement, which will incorporate this RFP and awardee's proposal. Submittal of a proposal indicates a proposer's agreement with and intent to be bound by the terms of the attached contract. Any open terms in the attached contract will be completed, based upon awardee's proposal. Negotiations shall be limited to cost and any other terms District chooses to negotiate, in District's sole discretion.

District anticipates payment for services on an hourly basis for Phase I up to a maximum, not to exceed total. However, District will also consider alternative proposals. District reserves the right to negotiate a compensation package that is fair and reasonable to District, as determined solely by District.

It is anticipated that District will enter into the attached agreement for the term of the projects with individual assignments authorized by written task orders.

The agreement requires that the awardee will comply with all applicable federal and state laws, rules and regulations.

**Deschutes Public Library District is an Equal
Opportunity/Affirmative Action Employer
Women, Minorities and Disabled Persons
are encouraged to apply**

THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE
MODIFIED OR REVOKED WITHOUT NOTICE.

Addendum A: Design Assist Services Agreement

DESCHUTES PUBLIC LIBRARY DESIGN-ASSIST SERVICES CONTRACT

This Contract is by and between Deschutes Public Library District (“District” or “Owner”) and _____ (“Vendor”), a fabrication firm to assist with designing unique Early Learning Furniture, Fixtures and Equipment (FF&E) for District’s bond-funded construction projects. (Phase I). At the District’s sole discretion, Vendor shall provide fabrication and installation services, as detailed in the District’s Request for Proposal (Phase II) (collectively referred to as “Project”).

A. RECITALS

District solicited proposals from Vendor and firms to provide design-assist services for Project through a formal competitive proposal process conducted under District Public Contracting Rule 137-047-0260.

Vendor submitted its proposal, having examined the Request for Proposals, and Vendor was chosen as the most Advantageous Responsive and Responsible Proposer, best suited to meet District’s needs pursuant to identified RFP criteria.

District has awarded the Contract to Vendor.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

- Exhibit A - Scope of Work
- Exhibit B – Oregon Public Contracting Code Requirements (279B)
- Exhibit C – Request for Proposal
- Exhibit D – Vendor’s Proposal/Fee Schedule
- Exhibit E – Master Development Schedule
- Exhibit F – Design Schedule

In the event of a conflict between this Contract and its exhibits, the terms of this Contract shall prevail, followed by Exhibit B, then Exhibits A, C and D, in that order.

C. AGREEMENT

1. Term

The term of this Contract shall be from its execution to project completion on or before _____, 20____, for Phase I, and as set by addendum for Phase II. The Contract Term may be extended for additional periods of time upon mutual agreement of both parties. Such extension(s) will consider Vendor’s schedule of charges attached as Exhibit D to this Agreement.

2. Scope of Work

Vendor shall provide all services and deliver all materials as specified in the attached

Exhibits, which are hereby incorporated into this Contract by this reference, and as may be described by future addenda to this Contract.

3. Contract Price

- 3.1 Compensation. Vendor will be paid by District on a lump sum basis, for work actually completed and invoiced as described in this section. Vendor shall complete its Phase I scope of work as defined in Exhibit A for up to a total not to exceed amount, including reimbursable expenses, of _____ (\$_____). This maximum contract amount shall function as a limit on District contract payments. Vendor will not be entitled to receive as payment from District the difference between amounts invoiced for work completed and the maximum Contract amount provided in this section, if any, unless approved in advance via an amendment to this Agreement.
- 3.2 Invoices. Payments shall be based upon monthly invoices which Vendor shall submit to the District, detailing the previous months' fees, costs and percentage of the Project completed at that time. Upon request, Vendor will provide the District representative with documents, records, and draft plans evidencing the progress made on the Project to date. Vendor shall send invoices to District's representative at District's address set forth in Section 5. In the event of non-payment due to a fee dispute between the parties, Vendor shall continue to provide Contract services to District.
- 3.3 Reimbursable Expenses. Reimbursable expenses shall be itemized and include expenses reasonably incurred in the interest of the Project for: 1) Reproductions, presentations and work session handouts or other materials; 2) Postage and shipping of documents; 3) Preauthorized travel expenses; and 4) Other expenses if pre-approved by the District.

4. Vendor Is an Independent Contractor

Vendor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While the District reserves the right to set the schedule and evaluate the quality of Vendor's completed work, District cannot and will not control the means and manner of Vendor's performance. Vendor is responsible for determining the appropriate means and manner of performing work. Vendor is responsible for all federal and state taxes applicable to compensation and payment paid to Vendor under the Contract and will not have any amounts withheld by District to cover Vendor's tax obligations. Vendor is not eligible for any District fringe benefit plans.

5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

District: Todd Dunkelberg, Director
Deschutes Public Library District
507 NW Wall Street
Bend, OR 97703
Phone: (541) 385-3244
Fax: _____
Email: toddd@deschuteslibrary.org

Vendor: _____

Phone: _____
Email: _____

6. Indemnification

Vendor shall indemnify, hold harmless, and defend District and its representatives, officers, Board members, and employees from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Agreement or Vendor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit. If the loss or claim is caused by the joint concurrent negligence or other fault of District and Vendor, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

Vendor shall defend District from claims covered under this section at Vendor's sole cost and expense until such time (1) as an arbitration panel or a court of competent jurisdiction determines that District is liable in whole or in part for the loss or claim caused by District's negligence or (2) until District and Vendor mutually agree to allocate the liability.

Vendor's indemnification obligations under this Section 6 shall survive the expiration or earlier termination of this Contract.

7. Insurance Requirements

- 7.1 During the term of this Contract, Vendor shall maintain, at its own expense, the following types of insurance in the following amounts:
 - a. Commercial General Liability insurance with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage. Coverage shall include contractual liability coverage for the indemnity provided under this Contract.

- b. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence.
 - c. Professional Liability insurance covering Vendor's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than \$2,000,000 per each claim, incident or occurrence for the term of the Project. Such policy will be on a claims made basis and will have an extended claims reporting period of six (6) years after final completion.
 - d. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.
- 7.2 Except as required in 7.1(c) above, if any of the above required insurance is arranged on a "claims made" basis, "tail" coverage will be required at final completion or termination of this Contract for a duration of two (2) years.
- 7.3 Policies shall provide that District, its Board, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 7.1(a) and a waiver of subrogation against them shall be obtained for all coverages.
- 7.4 All coverages under Section 7.1 shall be primary over any insurance District may carry on its own.
- 7.5 District shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract.
- 7.6 All policies of insurance shall be issued by good, responsible companies, with a rating reasonably acceptable to District and that are qualified to do business in the state of Oregon.
- 7.7 Vendor shall furnish District with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by District, Vendor shall furnish District with executed copies of such policies of insurance. Vendor shall provide District with thirty (30) days' notice of cancellation, termination or non-renewal in coverage. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

8. Workers' Compensation

- 8.1 Vendor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.

8.2 Vendor warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Vendor shall indemnify District for any liability incurred by District as a result of Vendor's breach of the warranty under this paragraph.

9. Hours of Employment

Vendor shall comply with all applicable state and federal laws regarding employment.

10. Assignment

Vendor may not assign any of its responsibilities under this Contract without District's prior written consent, which consent may be withheld in District's sole discretion. Vendor may not subcontract for performance of any of its responsibilities under this Contract without District's prior written consent, which consent shall not be unreasonably withheld. Vendor's assigning or subcontracting of any of its responsibilities under the Contract without District's consent shall constitute a material breach of this Contract. Regardless of any assignment or subcontract, Vendor shall remain liable for all of its obligations under this Contract.

11. Labor and Material

Vendor shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to District other than the compensation provided in this Contract.

12. Ownership of Work and Documents

All work performed by Vendor and compensated by District pursuant to this Contract shall be the property of District upon full compensation for that work performed or document produced to Vendor, and it is agreed by the parties that such documents are works made for hire. Vendor hereby conveys, transfers and grants to District all rights of reproduction and the copyright to all such documents. However, in the event District reuses or modifies any materials furnished to District by Vendor, without Vendor's involvement or consent, then Vendor shall not be responsible for the materials.

13. Termination or Suspension for Convenience

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, District may terminate or suspend all or part of this Contract upon determining that termination or suspension is in the best interest of District by giving seven (7) days' prior written notice of intent to terminate or suspend, without waiving any claims or remedies it may have against Vendor. Upon termination under this paragraph, Vendor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) District has against Vendor. Pursuant to this paragraph, Vendor shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Vendor. District shall not be liable for any costs invoiced later than thirty (30) days after termination unless Vendor can show good cause beyond its control for the delay.

14. Termination for Cause

District may terminate or suspend this Contract effective upon delivery of written notice to Vendor, or at such later date as may be established by District, under any of the following conditions:

- 14.1 If District funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
- 14.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 14.3 If any license or certificate required by law or regulation to be held by Vendor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

15. Termination for Default

If District fails to perform in the manner called for in this Contract or if District fails to comply with any other provisions of the Contract, Vendor may terminate this Contract for default. Prior to such termination, Vendor shall give to District written notice of the breach and intent to terminate. If District has not entirely cured the breach within fifteen (15) days of the date of the notice, then Vendor may terminate the Contract at any time thereafter by giving a written notice of termination.

If Vendor fails to perform in the manner called for in this Contract or if Vendor fails to comply with any other provisions of the Contract, District may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Vendor setting forth the manner in which Vendor is in default. Vendor shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

16. Remedies

In the event of breach of this Contract, the parties shall have the following remedies:

- 16.1 Any suspension of performance under Sections 13 or 14 of this Contract constitutes a temporary stoppage of performance of the Contract and does not constitute a termination of the Contract under those Sections. In the event that the condition(s) causing the suspension are rectified and suspension is no longer required, the Parties will take all actions necessary to reactivate performance of the Contract within seven (7) calendar days from written notice to resume. In the event that the District determines that the conditions causing suspension of the Contract are not likely to be rectified in a reasonable amount of time, the District retains the right to terminate this Contract, pursuant to Sections 13 or 14. In the event of a suspension of performance pursuant to Sections 13 or 14, Vendor agrees to remain contractually obligated to perform the Services under this Contract for the same compensation set forth in Section 3, "Compensation," of this Contract until project completion. If the Contract is reactivated and Vendor is required to perform under this Contract beyond this date or such other time period agreed to by the Parties, the Parties may negotiate updated hourly rates for Vendor and any Vendors and amend this Contract accordingly.
- 16.1 If terminated under paragraph 15 by District due to a breach by Vendor, District may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Vendor shall pay to District the amount of the reasonable excess.
- 16.2 In addition to the above remedies for a breach by Vendor, District also shall be entitled to any other equitable and legal remedies that are available.
- 16.3 If District breaches this Contract, Vendor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Vendor is entitled.
- 16.4 District shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
- 16.5 Upon receiving a notice of termination, and except as otherwise directed in writing by District, Vendor shall immediately cease all activities related to the services and work under this Contract. As directed by District, Vendor shall, upon termination, deliver to District all then existing work product that, if the Contract had been completed, would be required to be delivered to District.

17. Nondiscrimination

During the term of this Contract, Vendor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

18. Governing Law; Jurisdiction; Venue

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or

proceeding (collectively "Claim") between District and Vendor that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. VENDOR BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

19. Compliance with Laws and Regulations

Vendor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the foregoing, Vendor expressly agrees to comply with: (i) ORS 659A.425; (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) District's performance under this Contract is conditioned upon Vendor's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit B and incorporated herein by this reference. Vendor shall adhere to all safety standards and regulations established by District for work performed on its premises or under its auspices.

20. Experience, Capabilities and Resources

By execution of this Contract, the Vendor agrees that:

- 20.1 Vendor is an experienced owner's representative firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract to design or administer the work of the scope and complexity of this project.
- 20.2 Vendor has the capabilities and resources necessary to perform the obligations of this Contract.
- 20.3 Vendor is familiar with all current laws, rules, and regulations which are applicable to the design and fabrication of the project, and that all drawings, specifications, and other documents prepared by Vendor shall be prepared in accordance with the standard of care of other professionals performing similar services under similar conditions and in an effort to accurately reflect and incorporate all such laws, rules, and regulations.
- 20.4 District selected Vendor for award of this Agreement because of the special qualifications of Vendor's key personnel identified in Exhibit C (Key Personnel). Vendor must obtain District's consent prior to replacing any Key Personnel assigned to perform or support the work specified in this Agreement. In the event Vendor requests that District approve a reassignment or transfer of the Key Personnel, District shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s).

21. Warranty.

- 21.1 Vendor warrants that all materials and services provided under this Agreement shall be fit for the purpose(s) intended, for merchantability, that material and equipment

shall be properly packaged, that proper instructions and warnings shall be supplied, and that the Project shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by District shall not alter or affect the obligations of Vendor or the rights of District.

21.2 Vendor warrants that any products provided pursuant to this Agreement shall be constructed in a good and workmanlike manner and will conform to the highest standards prevalent in the industry or business most closely involved in providing products District is purchasing.

22. Errors and Omissions

Vendor shall be responsible for correcting any errors or omissions in the Vendor's drawings, specifications, and/or other documents which deviate from the standard of care set forth in Section 20. Vendor shall correct at no additional cost to District any and all such errors and omissions in the drawings, specifications, and other documents prepared by Vendor or its subconsultants. Vendor further agrees to assist District in resolving problems relating to the project designs or specified materials.

23. Contract Performance

Vendor shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. From the time District calls Vendor to the Project site, Vendor will report to the Project site within 2 (48) days/hours. Vendor shall not be liable for delays that are beyond Vendor's control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of Vendor's warranties or a default or defect in performance by Vendor that has not been cured. Vendor agrees that time is of the essence under this Contract.

24. Access to Records

For not less than three (3) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, District, and its duly authorized representatives shall have access to Vendor's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Vendor shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Vendor shall provide full access to these records to District, and its duly authorized representatives in preparation for and during litigation.

25. Representations and Warranties

25.1 Vendor represents and warrants to District that:

25.1.1 Vendor has the power and authority to enter into and perform this Contract;

25.1.2 When executed and delivered, this Contract shall be a valid and binding obligation of Vendor enforceable in accordance with its terms;

25.1.3 Vendor shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent; and

25.1.4 The services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

25.2 The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

26. District Obligations

26.1 District shall provide full information in a timely manner regarding requirements for and limitations on the Project.

26.2 District shall establish and update, if necessary, overall Project budgets, including Architecting and construction costs.

26.3 District shall furnish the services of consultants when such services are requested by Vendor, reasonably required by the scope of a project, and agreed to by District.

26.4 District shall furnish all legal accounting, auditing and insurance services as necessary for projects to meet the District's needs and interests, after Vendor has performed requisite management and oversight duties.

26.5 District shall provide prompt written notice to Vendor if District becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in Vendor's design or performance under the contract.

26.6 District shall pay Vendor in accordance with paragraph 3 and Exhibit D of this Contract, upon receipt of Vendor's submission of monthly invoices, and satisfactory progress and performance made in accordance with the scope of work. Payments shall reflect work completed and progress made upon the Project to date, on a pro rata basis.

26.7 District shall report the total amount of all payments to Vendor, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

26.8 District shall guarantee access to, and make all provisions for Vendor to enter upon public and private property necessary for performance of the Scope of Work over which District exercises control.

27. Arbitration

All claims, disputes, and other matters in question between the District and Vendor arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in District's sole discretion, in accordance with the Oregon Uniform Arbitration Act, ORS 36.600, *et seq.* and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Deschutes County Circuit Court will establish rules to govern the arbitration.

Notice of demand for arbitration shall be filed in writing with the other party to the agreement subject to applicable statutes of limitation. The District, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Vendor to proceed through the courts for relief. If arbitration is followed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof and will not be subject to modifications or appeal except to the extent permitted by Oregon law.

28. Attorney Fees

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for District to incur the services of an attorney to enforce any provision of this contract without initiating litigation, Vendor agrees to pay District's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by the losing party.

29. Subcontractor and Assignments

Vendor shall not assign or subcontract any of its obligations under this Agreement without District's prior written consent, which may be granted or withheld in District's sole discretion. Any subcontract made by Vendor shall incorporate by reference all the terms of this Agreement. The district's consent to any assignment or subcontract shall not release Vendor from liability under this Agreement or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.

30. Limitation of Liabilities

District shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

31. Foreign Contractor

If Vendor is not domiciled in or registered to do business in the state of Oregon, Vendor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Vendor shall demonstrate its legal capacity to perform the work under this Contract in the state of Oregon prior to entering into this Contract.

32. Confidentiality

Vendor shall maintain the confidentiality of any of District's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Vendor from establishing a claim or defense in an adjudicatory proceeding. Vendor shall require similar agreements from District's and/or Vendor's subconsultants to maintain the confidentiality of information of District.

33. Force Majeure

Vendor shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

34. Waivers

No waiver by District of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Vendor of the same or any other provision. District's consent to or approval of any act by Vendor requiring District's consent or approval shall not be deemed to render unnecessary the obtaining of District's consent to or approval of any subsequent act by Vendor, whether or not similar to the act so consented to or approved.

35. Severability

Any provisions of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

36. Headings

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

37. Integration

This Contract, including the attached exhibits referenced in Section B, contains the entire agreement between the parties regarding the matters referenced herein and

supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract.

38. Amendments

Changes to the Contract shall be made only by written Amendment. No change in the work or any extra work shall be performed prior to execution of an Amendment by District, signed by the Vendor and District authorizing a change in the work and/or an adjustment in the price, deliverable due dates, substantial completion date, or final completion date. The price included on any Amendment shall be inclusive of all estimated costs, both direct and indirect, relating to the change in work. Further, the Amendment shall provide a detailed basis for substantiating any monetary and/or work changes. If monetary changes are made, the Amendment shall contain a maximum not to exceed amount.

39. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

40. Interlocal Purchasing Statement.

The District grants to any and all public serving governmental agencies, authorization to purchase equivalent product or products described herein at the same submitted unit bid prices, but only with the consent of Vendor. Any governmental entity purchasing pursuant to this cooperative purchasing Contract will enter into its own mutually agreeable terms and conditions and service quotation with Vendor.

DISTRICT:

VENDOR:

DESCHUTES PUBLIC LIBRARY DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

SERVICES AND RESPONSIBILITY OF VENDOR

A. SCOPE OF SERVICES

The overall scope of this project is to assist the project team in completion of the detailed design for, and fabrication and installation of, a program of select fixtures, furnishings, and integrated media elements for the early-learner spaces in seven libraries across the Deschutes Public Library system. These early learner spaces vary in size from roughly 1400 Square foot renovations of existing spaces at the smallest branch locations, to more than 10,000 Square feet at the largest locations, which will be newly constructed.

The below is a preliminary outline of the detailed scope of work for the project, provided to assist the bidder in analysis of required level of effort only. The final scope of deliverables and the project timeline will be mutually agreed upon by all parties. The scope has been divided, broadly, into two phases: Design Assistance and Implementation. These two phases of work may overlap at certain points during the project, as various elements of the design may be finalized and implemented at different times.

System Elements - that have been defined to date include, but ultimately will not be limited, to the following:

Carts: These are a family of rolling cart elements, 24"x24" in plan, and varying in height between 24'-48". These carts will be engineered to lock in place at designated "docking" locations throughout the branches, as well as have the capability in some cases to be locked in place in open floor-space. The carts will house a wide variety of programmed educational and entertaining play elements and experiences, which are currently in development. Some carts will be integrated into the shelving system and require coordination with the shelving supplier.

Landforms: These are a family of modular furnishing/ play elements of varying shapes and sizes, based on multiples of a 24" cubic module. Some of these will be padded upholstered elements, while others will be monolithic wooden elements with CNC-machined surfaces of varying kinds, Safety and durability will be of particular importance to the design of these elements.

"Trailheads:" These are a system of small three dimensional "advertisements" strategically positioned throughout the library, inviting visitors to explore and investigate. Some of these small installations will be designed to stand alone inside the library environment, while others will be designed to integrate seamlessly into the standard dimensional book shelving system (by others) that will be ubiquitous throughout the library system.

Dividers: These are a system of moveable low screening / dividing wall elements that can be configured to provide some separation and isolation, as well as to facilitate the creation of active play zones.

Environmental Graphics: This will be a system of low-relief sculptural / printed graphic elements that are strategically located within the children's areas of the libraries, at varying scales.

Custom Installations: At key locations (the larger branches, which include new construction libraries at Redmond and Stevens Ranch, as well as the renovation of Downtown Bend) will also include a number of larger, custom environmental installations. These may include some larger, environmental scale digital media installations.

The District intends to contract with the successful proposer in two phases.

Phase I: Design

1. Design Assist - The overall project design is currently at a schematic level, with some of the primary system elements well defined and understood, while other elements still understood only at a conceptual level. Because the library branches included in this scope will open at different times, the design process will continue to be segmented and coordinated, and activities related to the concept design of some locations will run concurrently with the final fabrication of elements for other locations. Broadly speaking, the smaller branch projects are the first planned for completion, allowing the design team and the selected fabrication partner ample time to collaborate to finalize detailed design for system elements (enumerated below).

The initial design assistance phase, for which we are requesting price estimates, will be focused on the development of fixtures, furnishings, and integrated media elements for library branches at Sisters and LaPine, and will be first, commencing in February 2023.

- (a) Work with Design team to identify all required early learning components for each library, including fabrication methods, materials, costs, and schedule.
- (b) Provide conceptual fabrication (shop drawings) drawings and written recommendations to the Design team for custom Early Learning components.
- (c) Provide cost estimates for fabrication and installation of Early Learning components.
- (d) Attend meetings and make presentation concerning the proposed Early Learning components.
- (e) Assist District and design team in evaluating Preliminary Design options of Early Learning components.

- (f) Assist the design team with structural, anchorage, power, and data requirements.
- (g) Coordination with other vendors on assembly requirements of integrated components.
- (h) Coordination with the project team regarding the maintenance and operational use of all components.
- (i) Coordination with the design team regarding applicable governmental agency requirements, laws, codes, and regulations associated with the fabrication and installation of the components.
- (j) Provide mock-ups, samples and material information submittals as required per the specifications.

Phase II: Implementation

If, after Phase I is complete, District decides that it is desirable to build and install select Early Learning Components, and to continue to work with Vendor, Phase II of the Project entails:

During the implementation phase, the selected fabricator will source, fabricate, assemble, and install the defined System Elements such as fixtures, furnishings, and integrated media elements based on a mutually agreed price.

1. Cost proposal.
 - (a) Prepare and review a detailed cost proposal itemizing the cost of all fabricated components, delivery & freight, installation, and profit and overhead.
 - (b) Prepare and review a detailed fabrication, delivery, and installation schedule in accordance with the District's Master Development Schedule.
 - (c) Prepare and submit a detailed design, fabrication, delivery, and installation schedule which is coordinated with the District's Master Development Schedule.
2. Fabrication and Installation.
 - (a) Furnish, deliver, handle, and install all components for a complete and functional system in accordance with the approved plans and specifications.
 - (b) All components to be manufactured and installed in accordance with all regulatory agency requirements, laws, codes, and regulations associated with the components.
 - (c) Provide all required testing of the components to ensure proper function and operation.
 - (d) Provide operational owner training, which shall be videotaped.
 - (e) Provide Maintenance and Operational manuals as required per the specifications.

Exhibit B

ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS FOR PERSONAL SERVICES

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the District may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the District is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).
- (8) Contractor shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, Contractor shall pay the

employee at least time and one-half pay for: 1) all overtime in 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime; or 2) work performed on the legal holidays specified in a collective bargaining agreement. ORS 279B.235.

- (9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).
- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) The contract may be canceled at the election of District for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318. Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which District may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law. ORS 279B.045.
- (13) Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.

Exhibit C

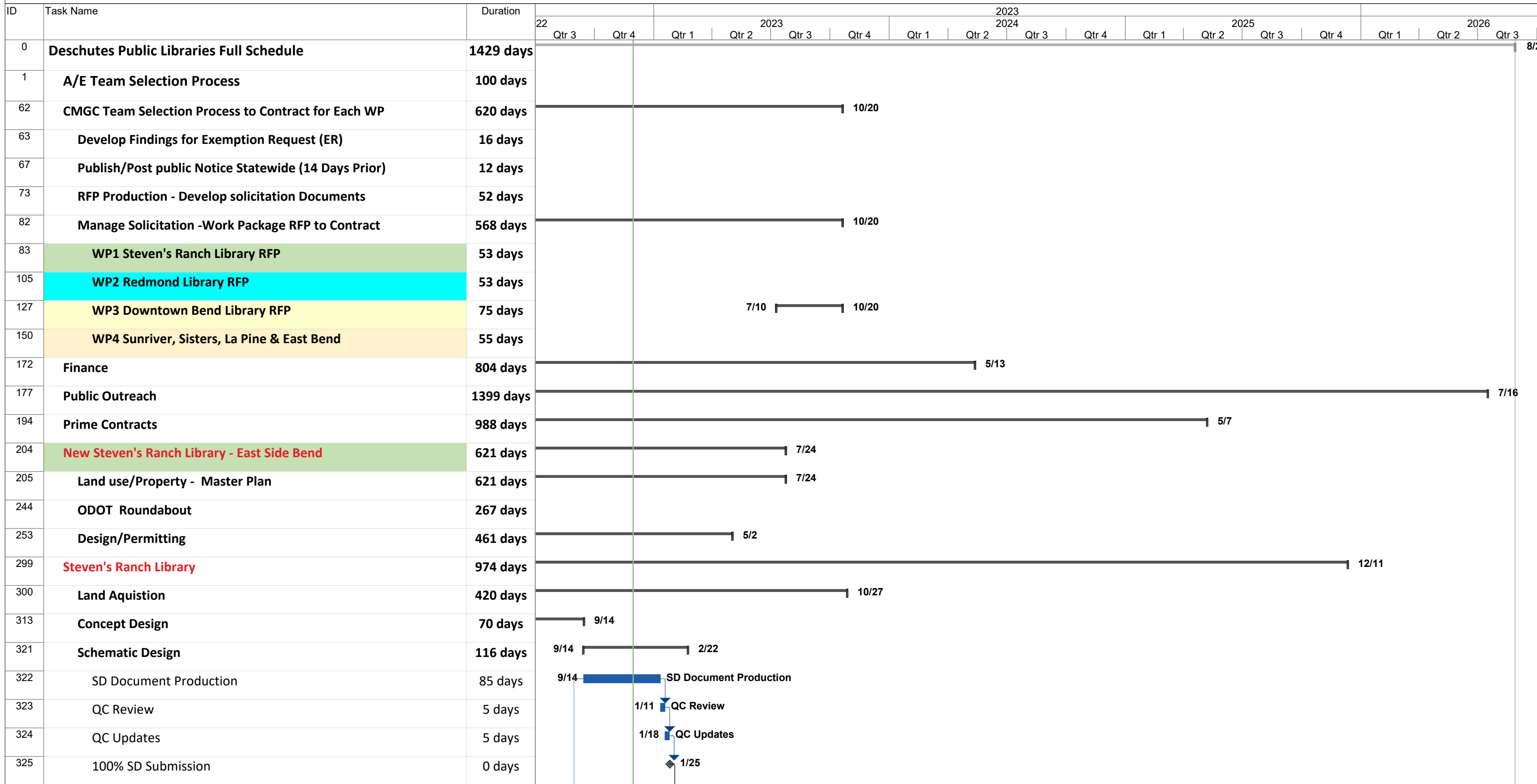
District's Request for Proposal

Exhibit D

Vendor's Proposal and Schedule of Rates and Charges

Exhibit E

Master Development Schedule



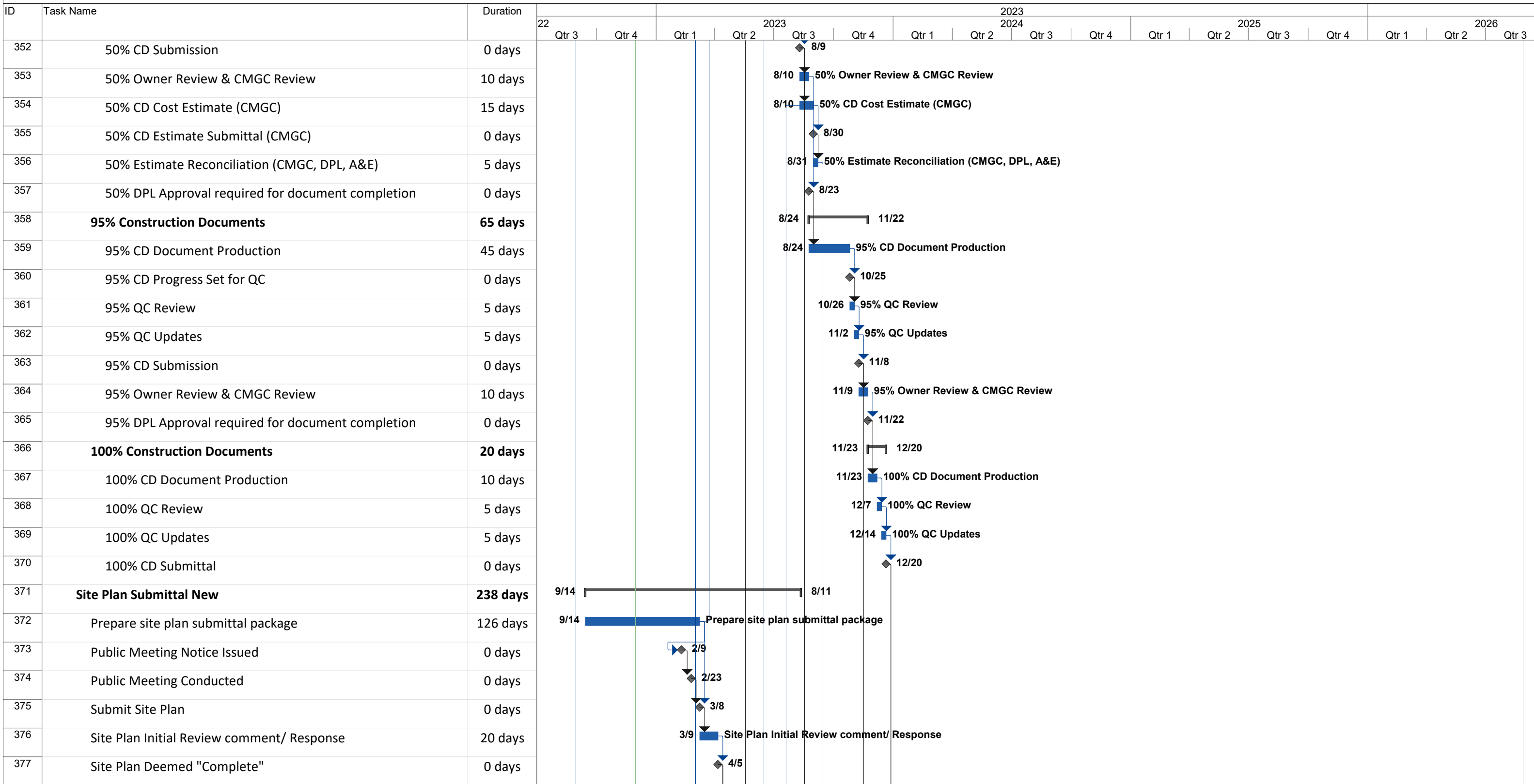
Project: Deschutes Public Libraries Full Schedule
 Print Date: Wed 11/30/22

| | | | | | | | | | |
|-----------|--|--------------------|--|--------------------|--|-----------------------|--|-----------------|--|
| Task | | Project Summary | | Inactive Milestone | | Manual Summary Rollup | | Deadline | |
| Split | | External Tasks | | Inactive Summary | | Manual Summary | | Progress | |
| Milestone | | External Milestone | | Manual Task | | Start-only | | Manual Progress | |
| Summary | | Inactive Task | | Duration-only | | Finish-only | | | |

| ID | Task Name | Duration | 2023 | | | | | | | | | | | | 2024 | | | | 2025 | | | | 2026 | | |
|-----|---|-----------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--|--|
| | | | Qtr 3 | Qtr 4 | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Qtr 1 | Qtr 2 | Qtr 3 | | |
| 326 | Owner Review & CMGC Review | 10 days | | | 1/26 | | | | | | | | | | | | | | | | | | | | |
| 327 | SD Cost Estimate (Estimator & CMGC) | 15 days | | | 1/26 | | | | | | | | | | | | | | | | | | | | |
| 328 | SD Estimate Submittal (Estimator & CMGC) | 0 days | | | 2/15 | | | | | | | | | | | | | | | | | | | | |
| 329 | Estimate Reconciliation (Estimator, CMGC, DPL, A&E) | 5 days | | | 2/16 | | | | | | | | | | | | | | | | | | | | |
| 330 | DPL Approval required for DD Start | 0 days | | | 2/8 | | | | | | | | | | | | | | | | | | | | |
| 331 | Design Development | 85 days | | | 2/9 | | | 6/7 | | | | | | | | | | | | | | | | | |
| 332 | 50% Document Production | 35 days | | | 2/9 | | | | | | | | | | | | | | | | | | | | |
| 333 | 50% DD Site Plan Application Submittal | 0 days | | | 3/29 | | | | | | | | | | | | | | | | | | | | |
| 334 | 90% Document Production | 20 days | | | 3/30 | | | | | | | | | | | | | | | | | | | | |
| 335 | 90% DD Progress Set for QC | 0 days | | | 4/26 | | | | | | | | | | | | | | | | | | | | |
| 336 | 90% QC Review | 5 days | | | 4/27 | | | | | | | | | | | | | | | | | | | | |
| 337 | 90% QC Updates | 5 days | | | 5/4 | | | | | | | | | | | | | | | | | | | | |
| 338 | 100% DD Submission | 0 days | | | 5/10 | | | | | | | | | | | | | | | | | | | | |
| 339 | 100% DD Site Improvement Submission (SIMP) | 0 days | | | 5/10 | | | | | | | | | | | | | | | | | | | | |
| 340 | Owner Review & CMGC Review | 10 days | | | 5/11 | | | | | | | | | | | | | | | | | | | | |
| 341 | DD Cost Estimate (Estimator & CMGC) | 15 days | | | 5/11 | | | | | | | | | | | | | | | | | | | | |
| 342 | DD Estimate Submittal (Estimator & CMGC) | 0 days | | | 5/31 | | | | | | | | | | | | | | | | | | | | |
| 343 | Estimate Reconciliation (Estimator, CMGC, DPL, A&E) | 5 days | | | 6/1 | | | | | | | | | | | | | | | | | | | | |
| 344 | DPL Approval required for CD Start | 0 days | | | 5/24 | | | | | | | | | | | | | | | | | | | | |
| 345 | Construction Documents (CD) | 150 days | | | 5/25 | | | 12/20 | | | | | | | | | | | | | | | | | |
| 346 | 50% Construction Documents | 75 days | | | 5/25 | | | 9/6 | | | | | | | | | | | | | | | | | |
| 347 | 50% CD Document Production | 45 days | | | 5/25 | | | | | | | | | | | | | | | | | | | | |
| 348 | 50% CD Progress Set for QC | 0 days | | | 7/26 | | | | | | | | | | | | | | | | | | | | |
| 349 | 50% QC Review | 5 days | | | 7/27 | | | | | | | | | | | | | | | | | | | | |
| 350 | 50% QC Updates | 5 days | | | 8/3 | | | | | | | | | | | | | | | | | | | | |
| 351 | Structural Steel Mill Order Set Ready | 0 days | | | 8/9 | | | | | | | | | | | | | | | | | | | | |

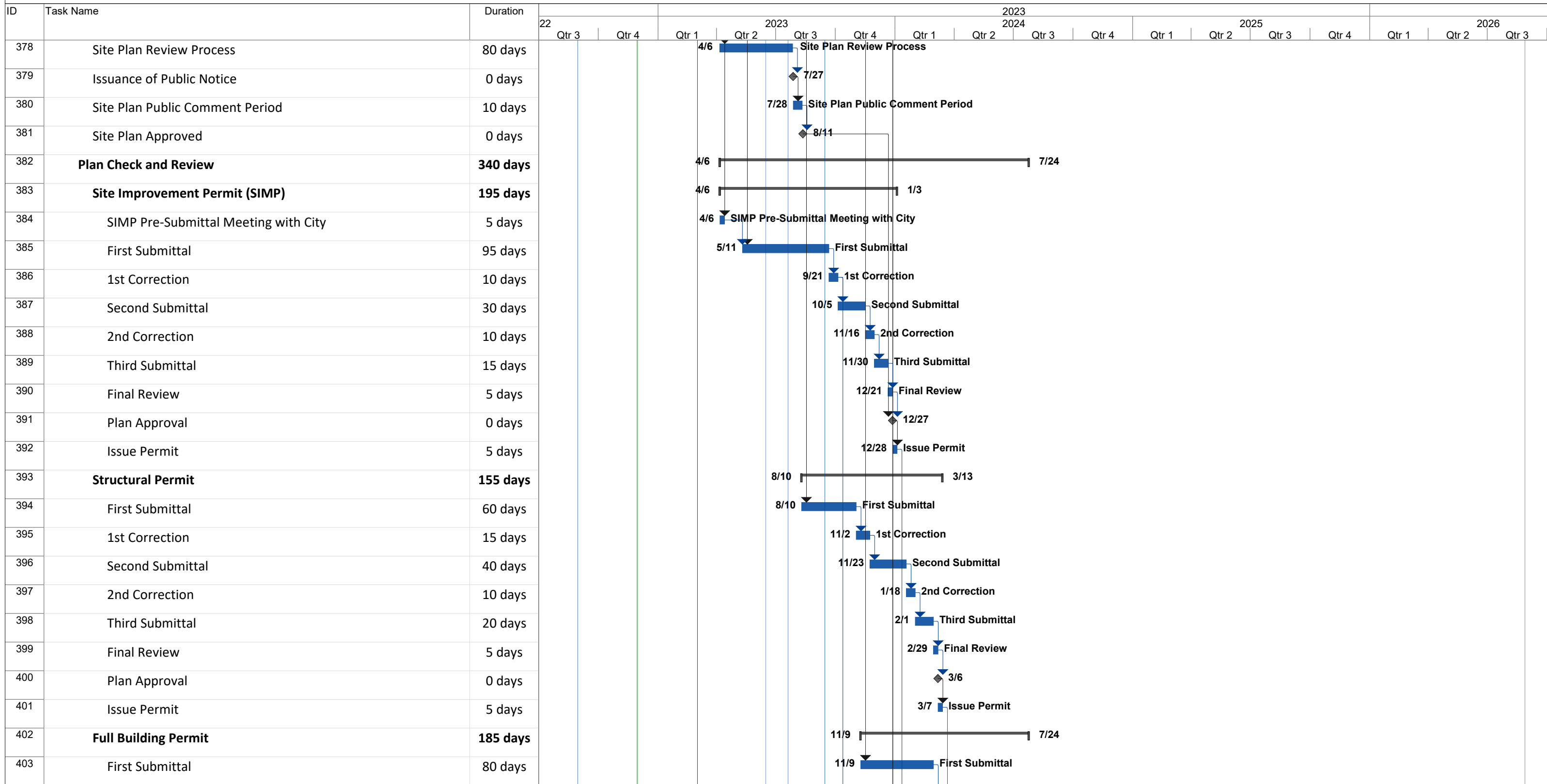
Project: Deschutes Public Libraries Full Schedule
 Print Date: Wed 11/30/22

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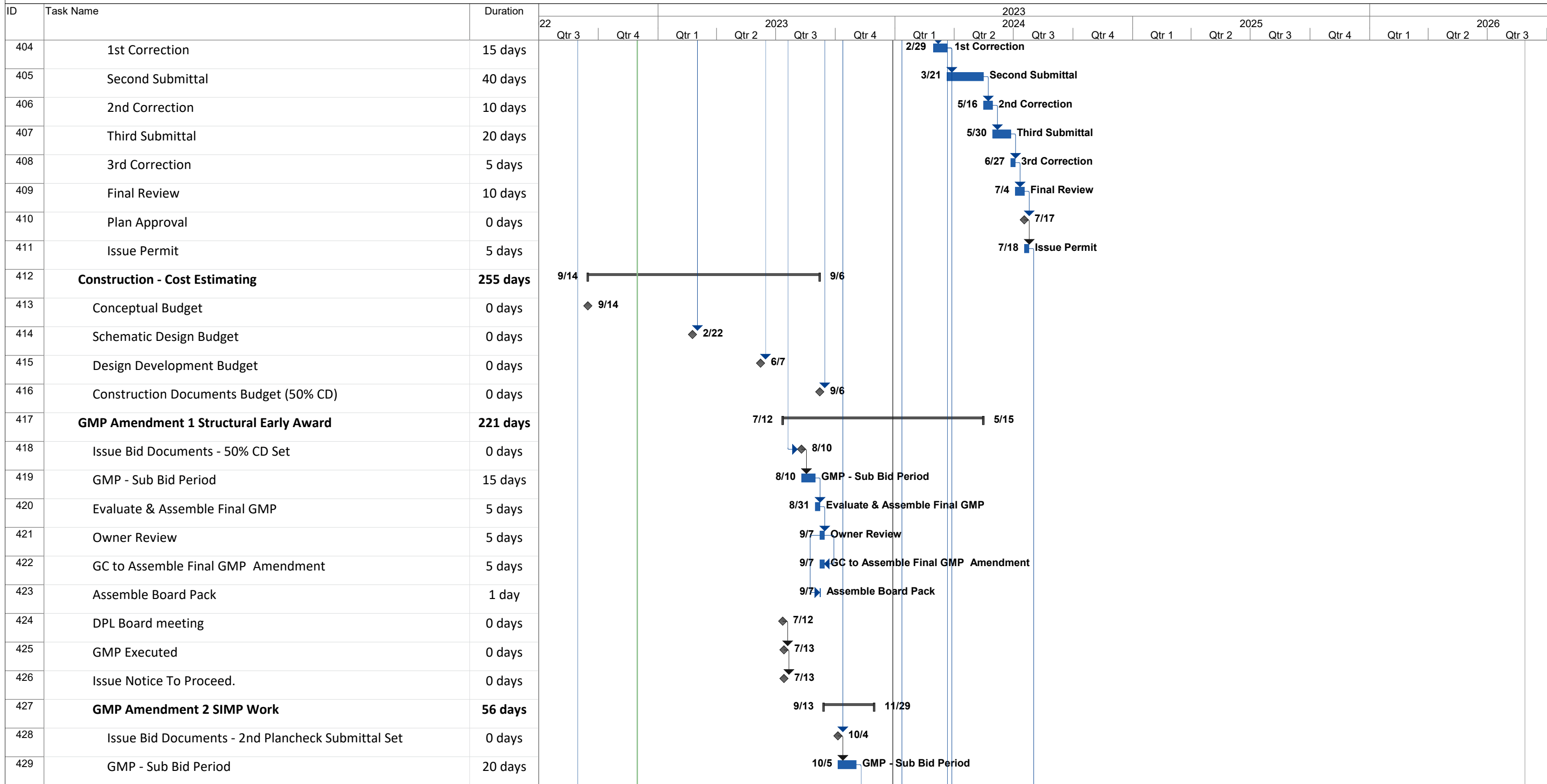
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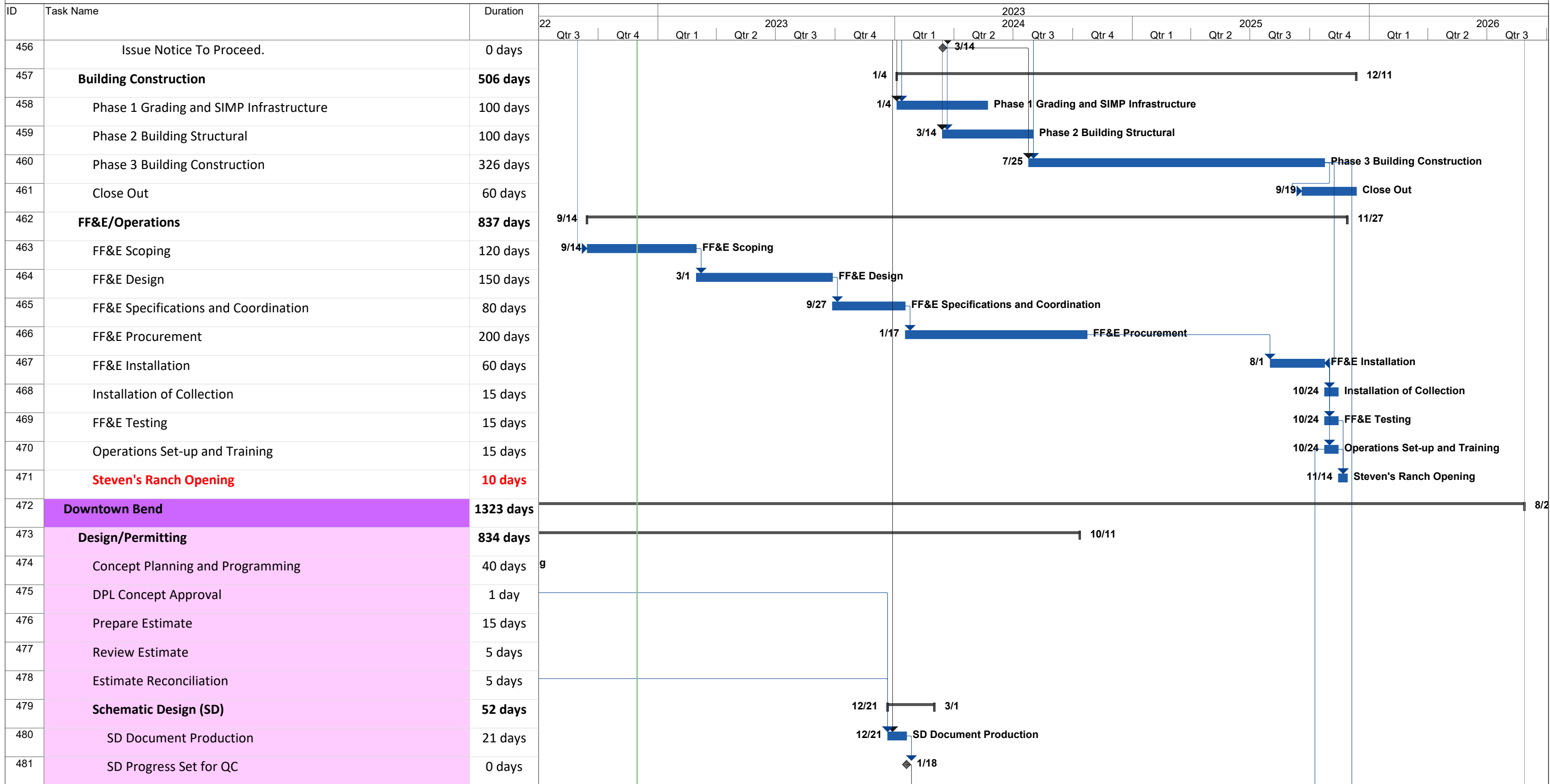
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| ID | Task Name | Duration | 2023 | | | | | | | | | | | | 2024 | | | | 2025 | | | | 2026 | | | | | | | | | | | | | | |
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| | | | 22 | | | Qtr 3 | Qtr 4 | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Qtr 1 | Qtr 2 | Qtr 3 | | | | | | | | | | | | | | | |
| 430 | Evaluate & Assemble Final GMP | 10 days | | | | | | | | | | | | | | 11/2 | 11/2 | | | | | | | | | | | | | | | | | | | | |
| 431 | Owner Review | 5 days | | | | | | | | | | | | | | 11/16 | | | | | | | | | | | | | | | | | | | | | |
| 432 | GC to Assemble Final GMP Amendment | 5 days | | | | | | | | | | | | | | 11/23 | | | | | | | | | | | | | | | | | | | | | |
| 433 | Assemble Board Pack | 5 days | | | | | | | | | | | | | | 11/16 | | | | | | | | | | | | | | | | | | | | | |
| 434 | DPL Board meeting | 0 days | | | | | | | | | | | | | | 9/13 | | | | | | | | | | | | | | | | | | | | | |
| 435 | GMP Executed | 0 days | | | | | | | | | | | | | | 9/14 | | | | | | | | | | | | | | | | | | | | | |
| 436 | Issue Notice To Proceed. | 0 days | | | | | | | | | | | | | | 9/14 | | | | | | | | | | | | | | | | | | | | | |
| 437 | GMP Amendment 3 Building Early Award Trades | 111 days | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 438 | Issue Bid Documents - 100% CD Set | 0 days | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 439 | GMP - Sub Bid Period | 20 days | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 440 | Assemble Draft GMP | 10 days | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 441 | Owner Review | 5 days | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 442 | GC to Assemble Final GMP Amendment | 5 days | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 443 | Assemble Board Pack | 5 days | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 444 | DPL Board meeting | 0 days | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 445 | GMP Executed | 0 days | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 446 | Issue Notice To Proceed. | 0 days | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 447 | GMP Amendment 4 Building Final Bidding | 46 days | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 448 | Issue Bid Documents - 2nd Plancheck Submittal Set | 0 days | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 449 | GMP - Sub Bid Period | 20 days | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 450 | Assemble GMP | 10 days | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 451 | Owner Review | 5 days | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 452 | GC to Assemble Final GMP Amendment | 5 days | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 453 | Assemble Board Pack | 5 days | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 454 | DPL Board meeting | 0 days | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 455 | GMP Executed | 0 days | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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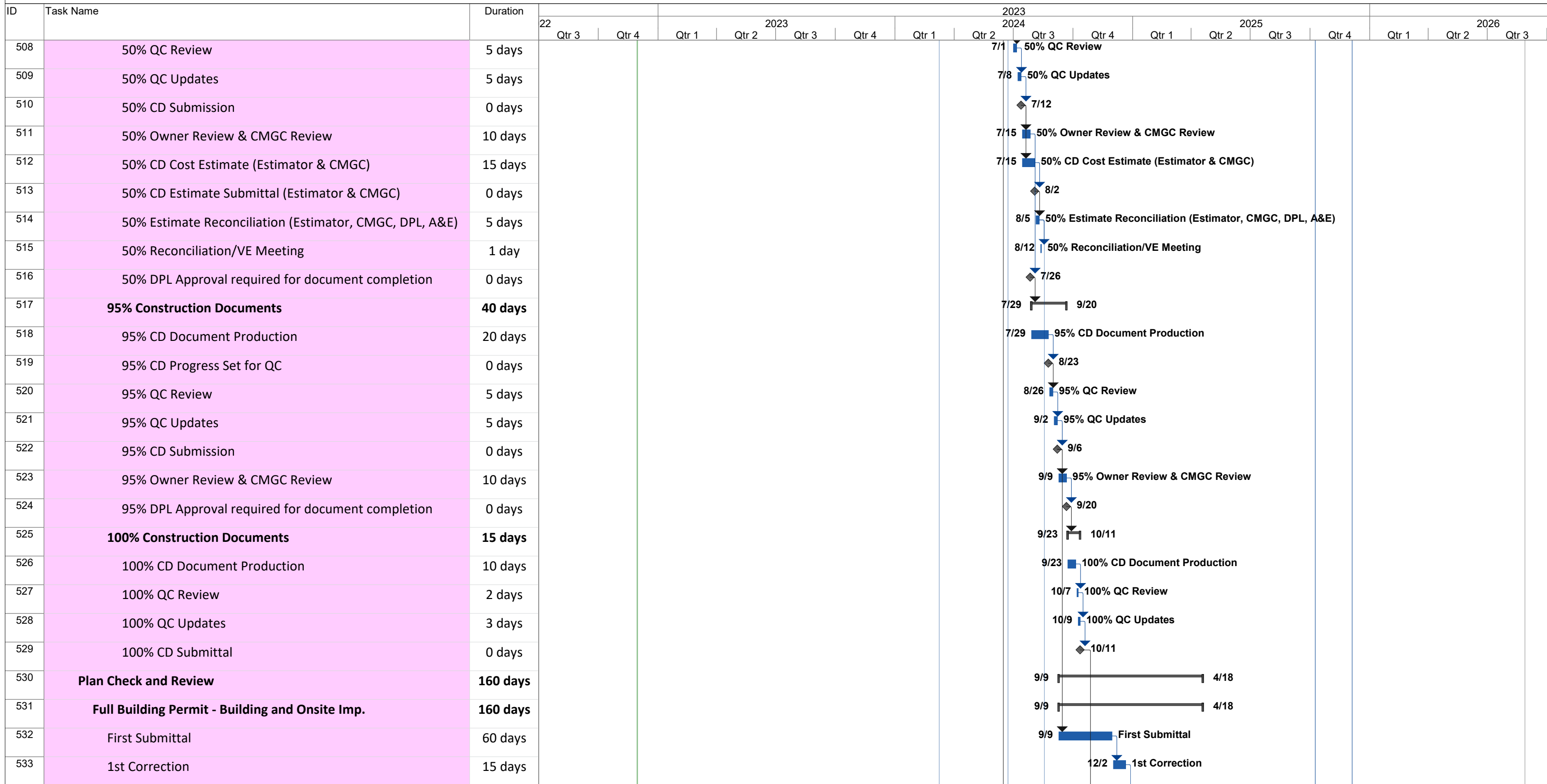
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| 482 | QC Review | 5 days | | | | | | | | | | | 1/19 | | | | | | | | | | | | | | | |
| 483 | QC Updates | 5 days | | | | | | | | | | | 1/26 | | | | | | | | | | | | | | | |
| 484 | 100% SD Submission | 0 days | | | | | | | | | | | 2/1 | | | | | | | | | | | | | | | |
| 485 | Owner Review & CMGC Review | 10 days | | | | | | | | | | | 2/2 | | | | | | | | | | | | | | | |
| 486 | SD Cost Estimate (Estimator & CMGC) | 15 days | | | | | | | | | | | 2/2 | | | | | | | | | | | | | | | |
| 487 | SD Estimate Submittal (Estimator & CMGC) | 0 days | | | | | | | | | | | 2/22 | | | | | | | | | | | | | | | |
| 488 | Estimate Reconciliation (Estimator, CMGC, DPL, A&E) | 5 days | | | | | | | | | | | 2/23 | | | | | | | | | | | | | | | |
| 489 | Reconciliation/VE Meeting | 1 day | | | | | | | | | | | 3/1 | | | | | | | | | | | | | | | |
| 490 | DPL Approval Required for DD Start | 0 days | | | | | | | | | | | 2/15 | | | | | | | | | | | | | | | |
| 491 | Design Development (DD) | 87 days | | | | | | | | | | | 2/16 | | | | | | | | | | | | | | | |
| 492 | 50% Document Production | 26 days | | | | | | | | | | | 2/16 | | | | | | | | | | | | | | | |
| 493 | 100% Document Production | 30 days | | | | | | | | | | | 3/25 | | | | | | | | | | | | | | | |
| 494 | 100% DD Progress Set for QC | 0 days | | | | | | | | | | | 5/3 | | | | | | | | | | | | | | | |
| 495 | 100% QC Review | 5 days | | | | | | | | | | | 5/6 | | | | | | | | | | | | | | | |
| 496 | 100% QC Updates | 5 days | | | | | | | | | | | 5/13 | | | | | | | | | | | | | | | |
| 497 | 100% DD Submission | 0 days | | | | | | | | | | | 5/17 | | | | | | | | | | | | | | | |
| 498 | Owner Review & CMGC Review | 10 days | | | | | | | | | | | 5/20 | | | | | | | | | | | | | | | |
| 499 | DD Cost Estimate (Estimator & CMGC) | 15 days | | | | | | | | | | | 5/20 | | | | | | | | | | | | | | | |
| 500 | DD Estimate Submittal (Estimator & CMGC) | 0 days | | | | | | | | | | | 6/7 | | | | | | | | | | | | | | | |
| 501 | Estimate Reconciliation (Estimator, CMGC, DPL, A&E) | 5 days | | | | | | | | | | | 6/10 | | | | | | | | | | | | | | | |
| 502 | Reconciliation/VE Meeting | 1 day | | | | | | | | | | | 6/17 | | | | | | | | | | | | | | | |
| 503 | DPL Approval required for CD Start | 0 days | | | | | | | | | | | 5/31 | | | | | | | | | | | | | | | |
| 504 | Construction Documents (CD) | 95 days | | | | | | | | | | | 6/3 | | | | | | | | | | | | | | | |
| 505 | 50% Construction Documents | 51 days | | | | | | | | | | | 6/3 | | | | | | | | | | | | | | | |
| 506 | 50% CD Document Production | 20 days | | | | | | | | | | | 6/3 | | | | | | | | | | | | | | | |
| 507 | 50% CD Progress Set for QC | 0 days | | | | | | | | | | | 6/28 | | | | | | | | | | | | | | | |

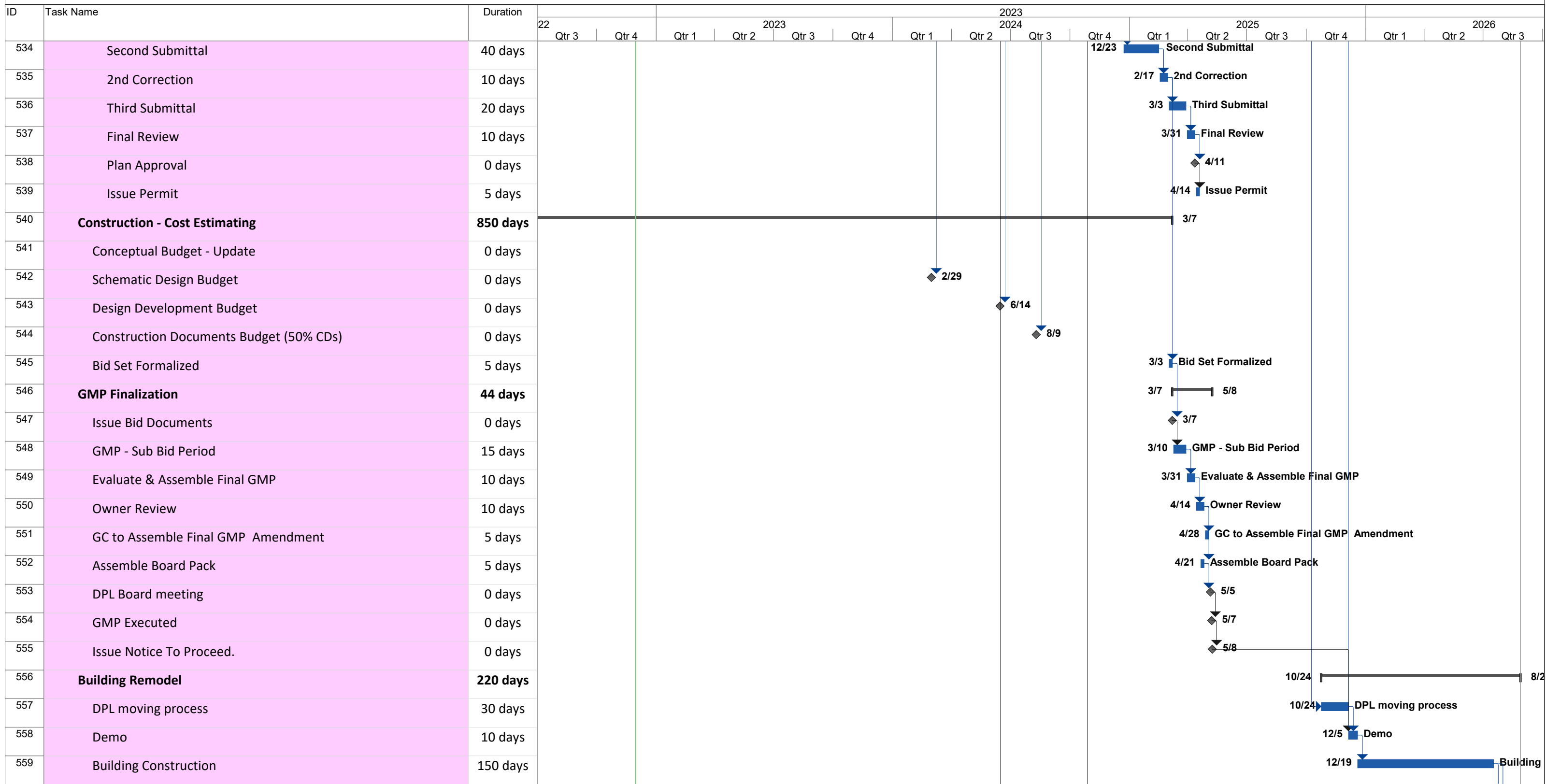
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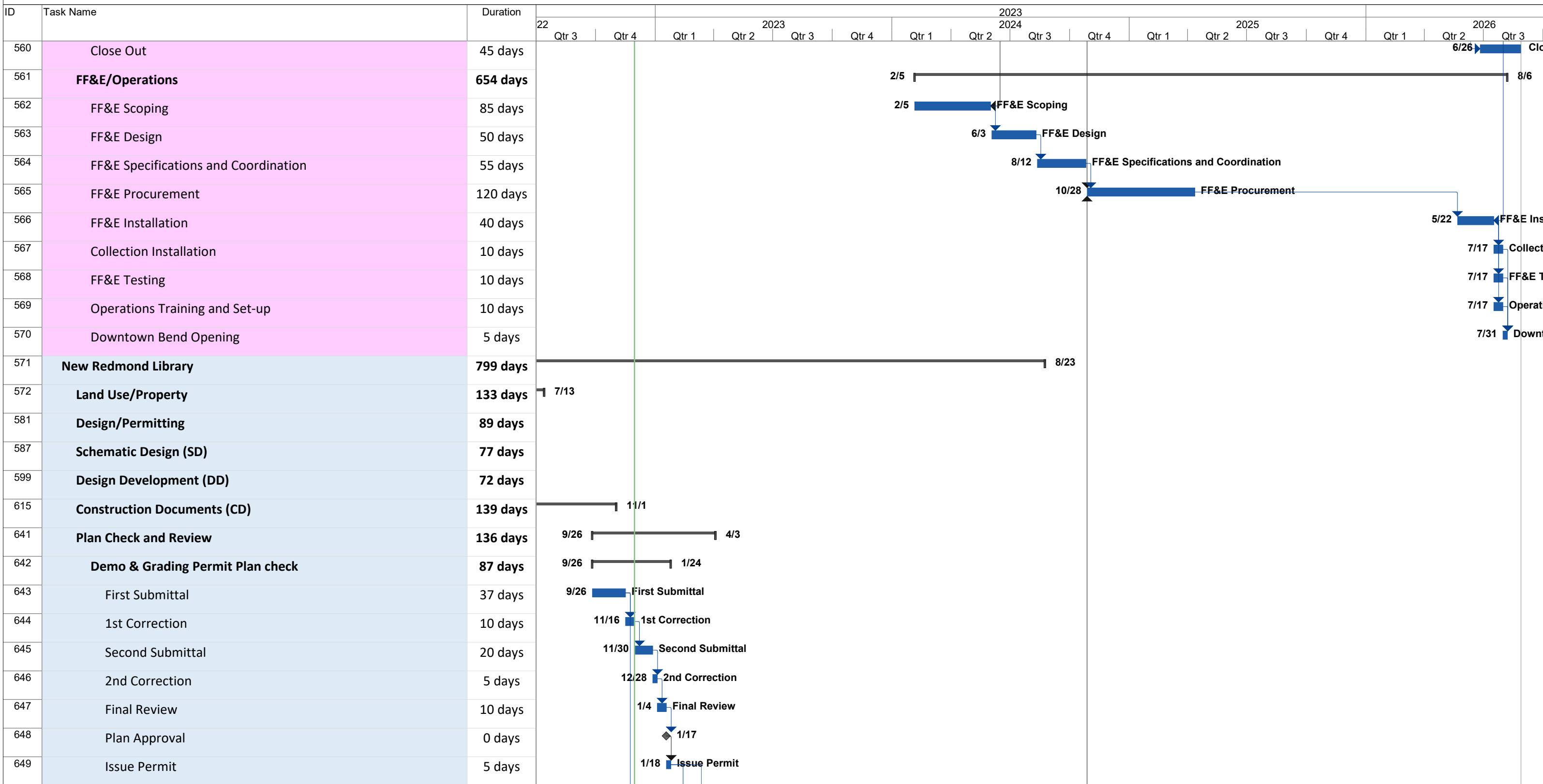


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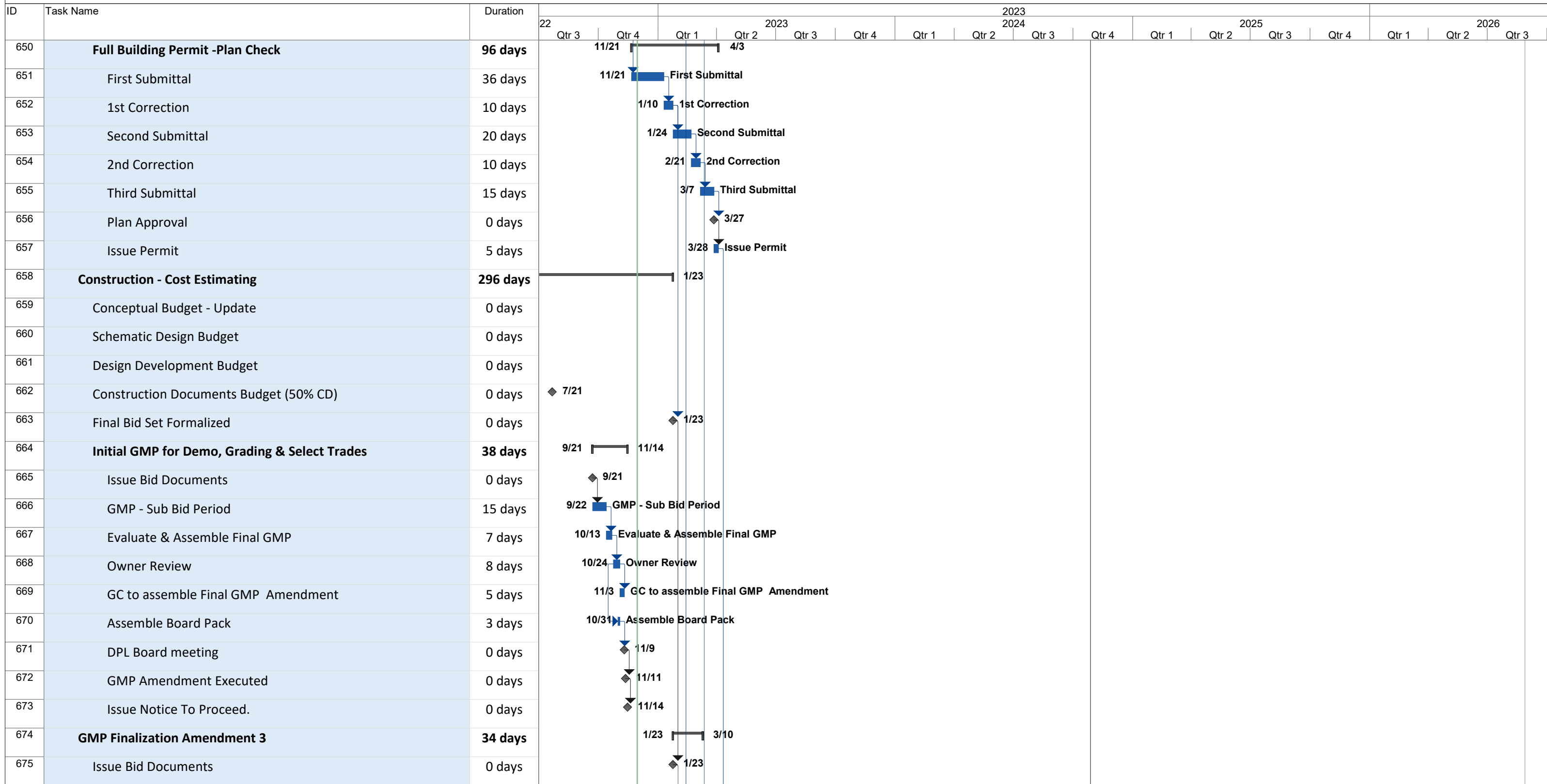


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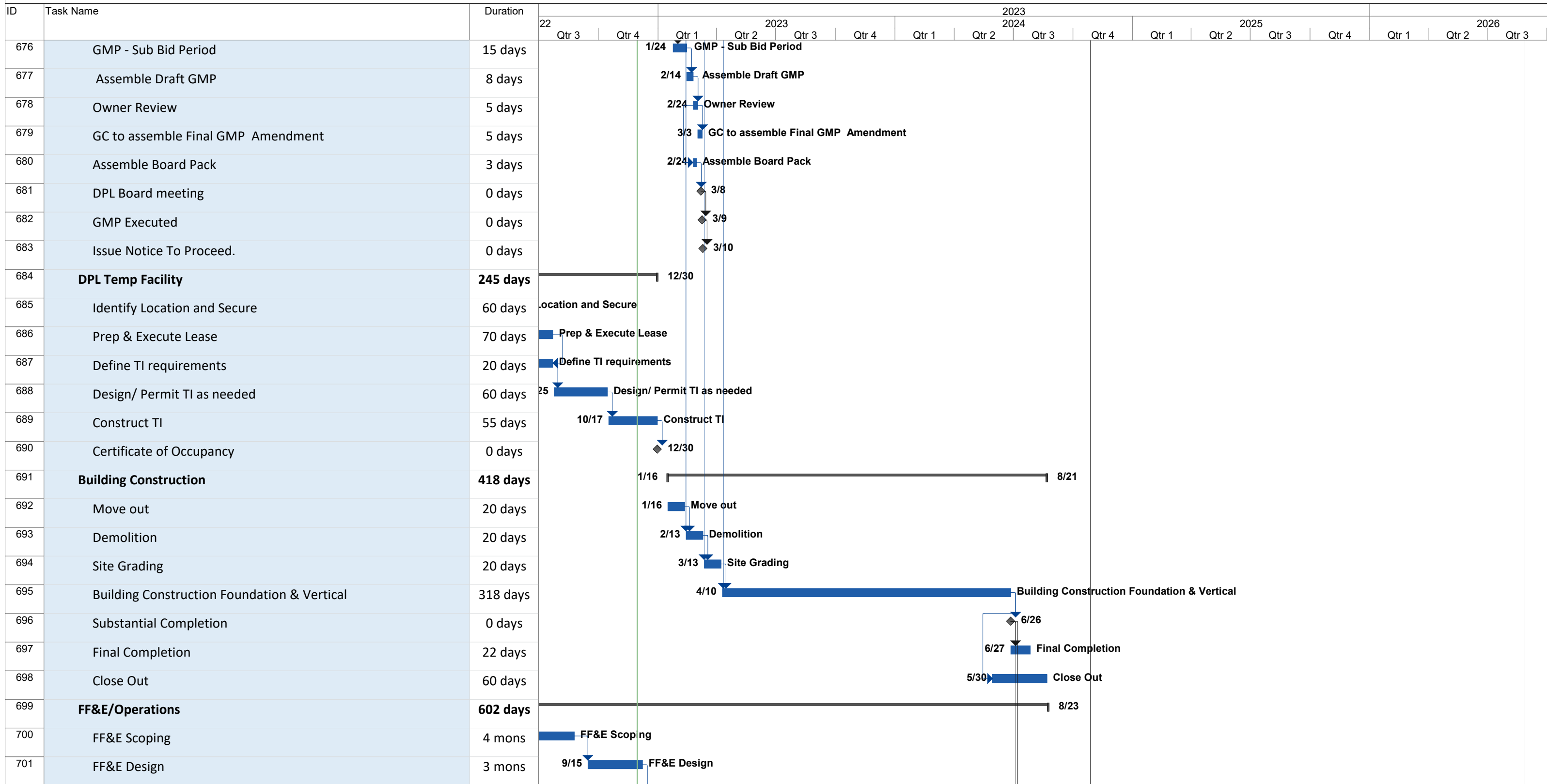
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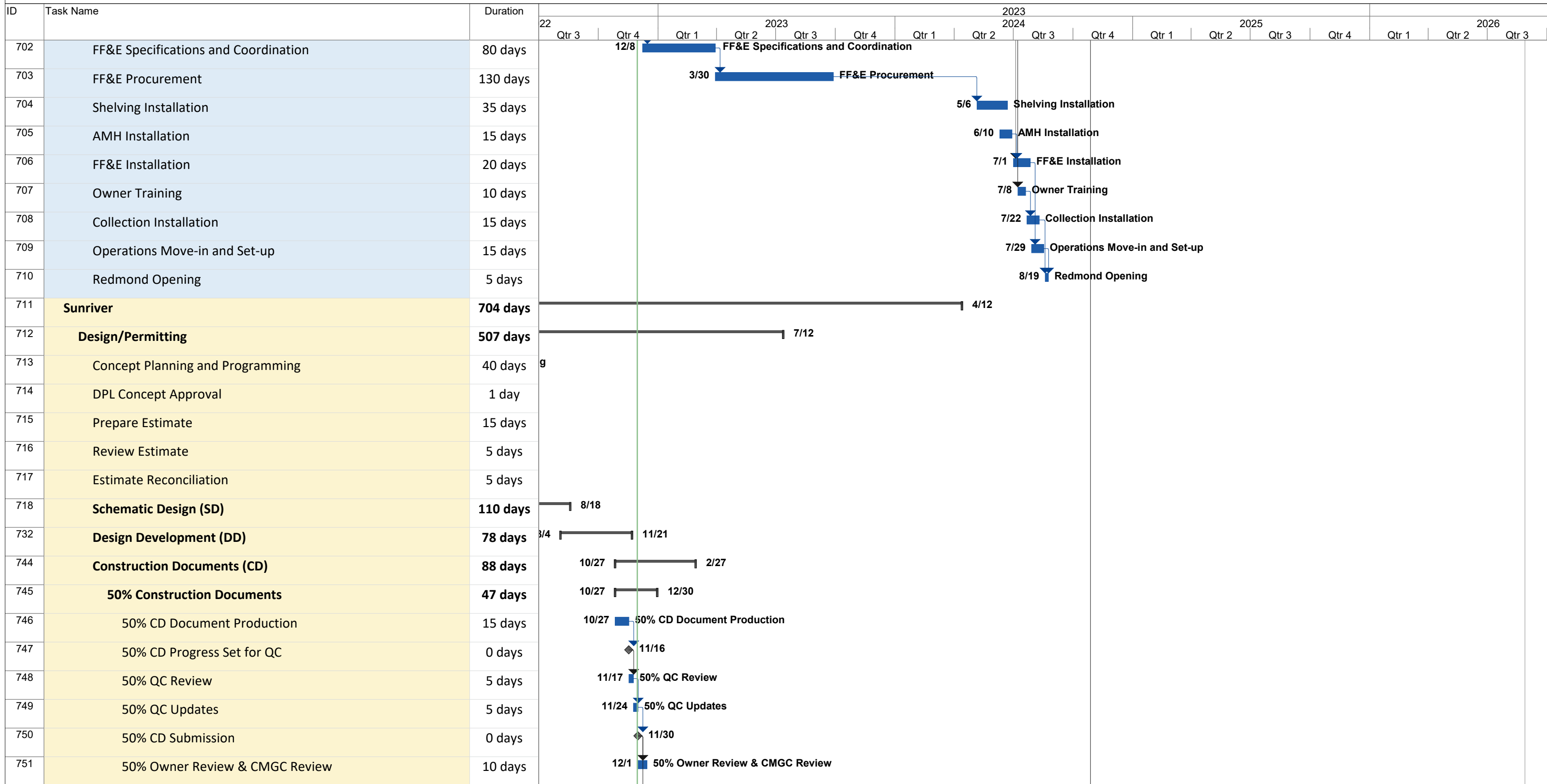
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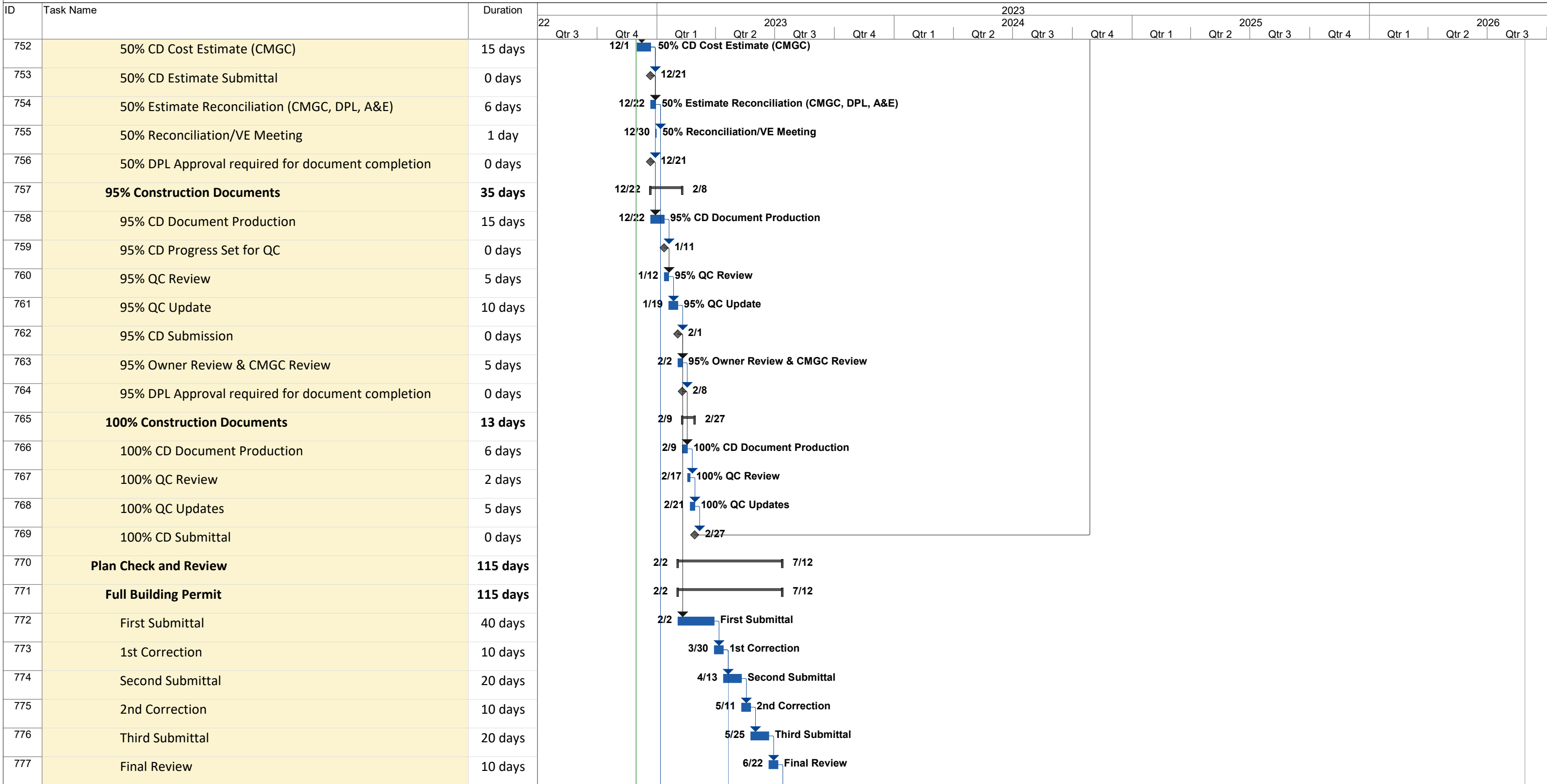
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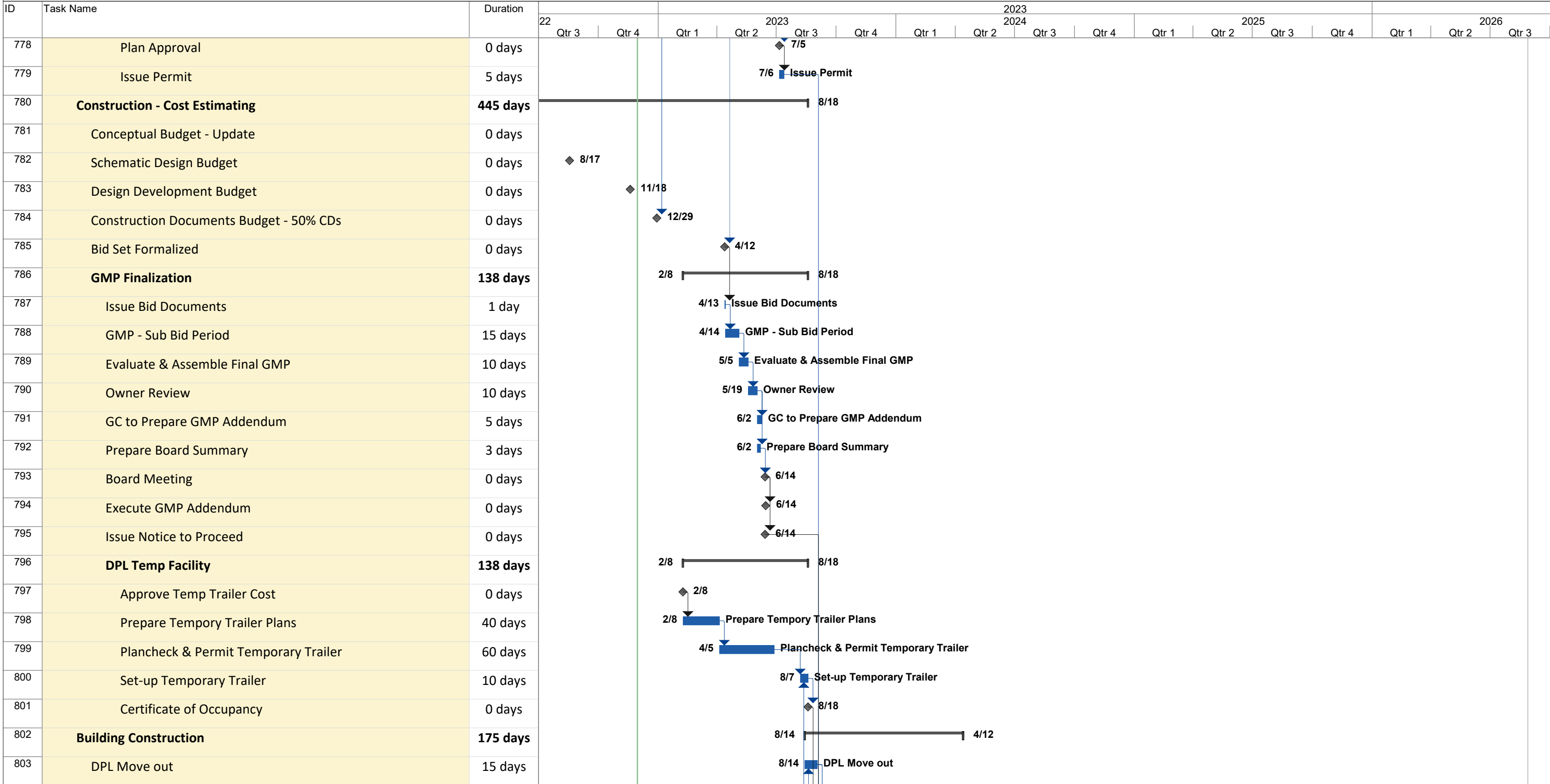
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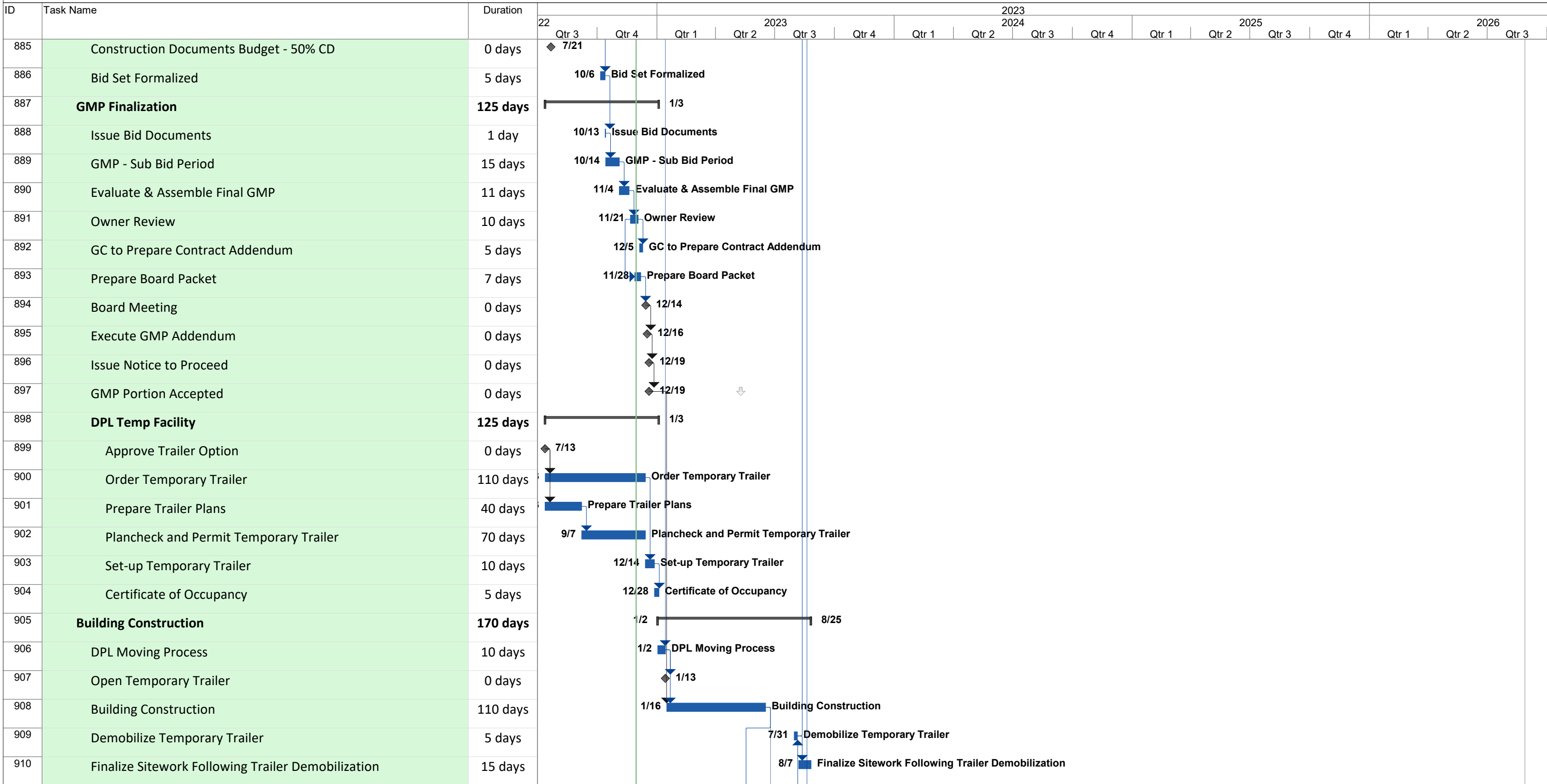
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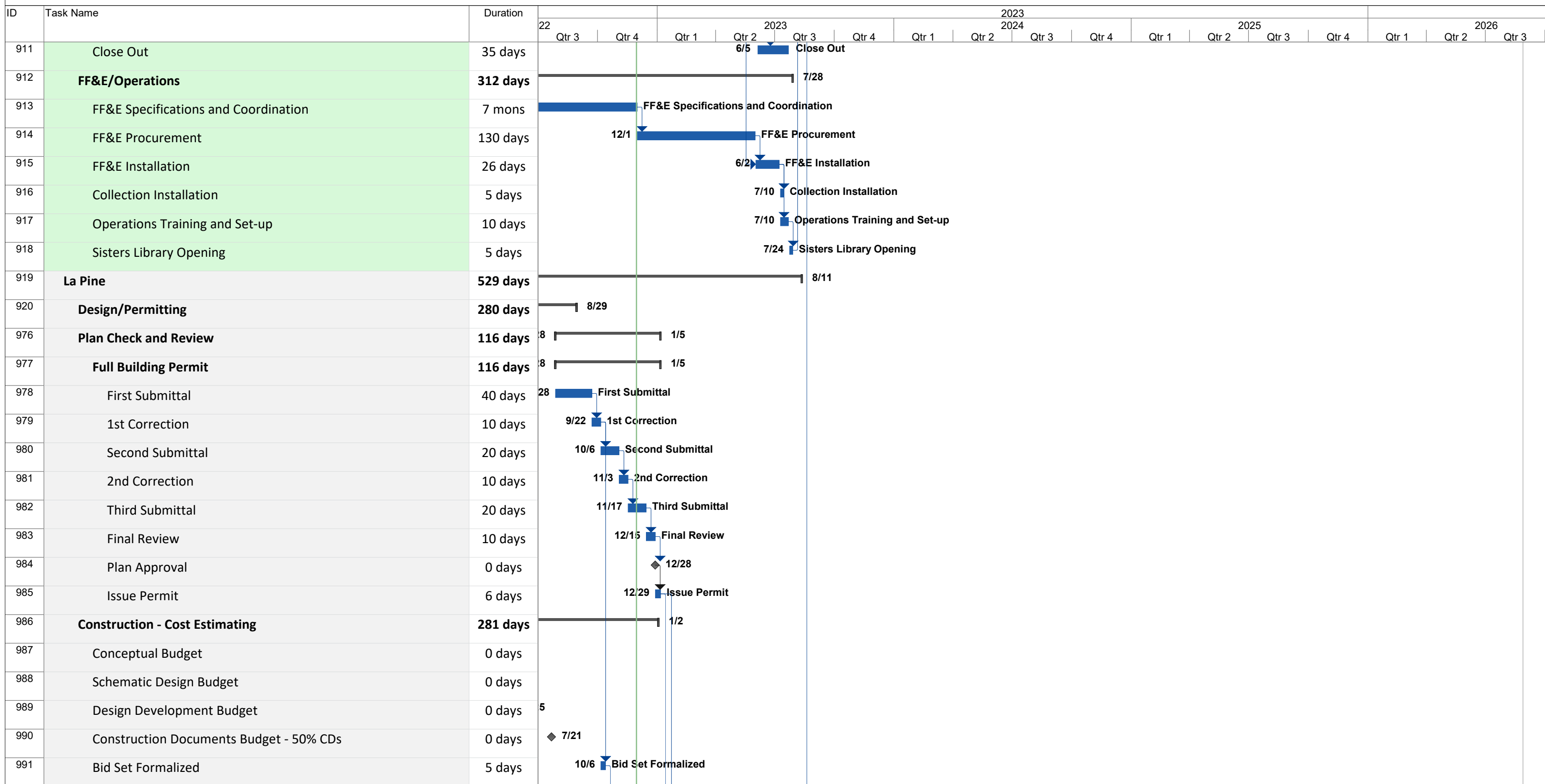
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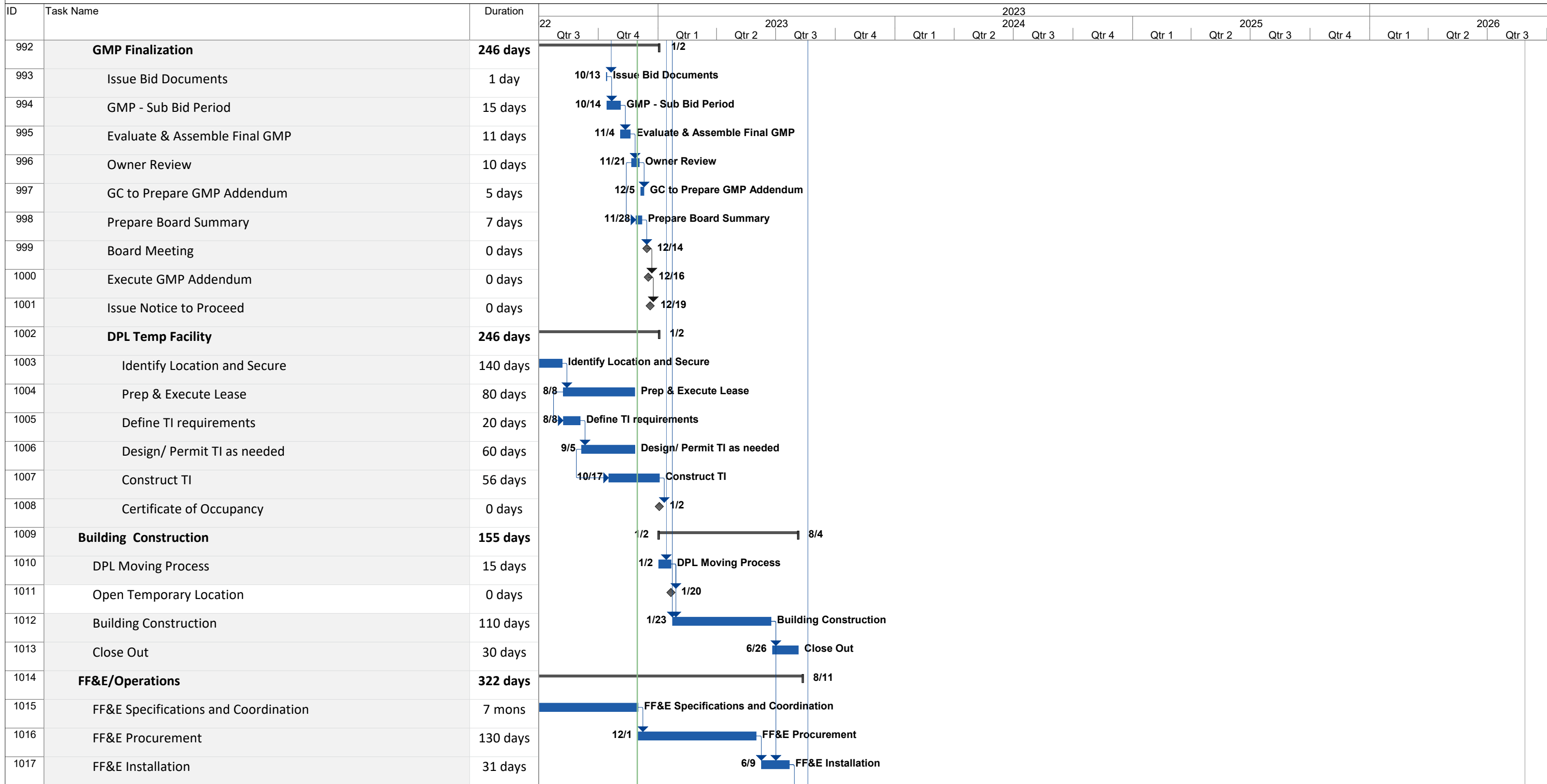
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| ID | Task Name | Duration | 2023 | | | | | | | | | | | | 2024 | | | | 2025 | | | | 2026 | | | | |
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| | | | Qtr 3 | Qtr 4 | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | | | | | | | |
| 1018 | Collection Installation | 5 days | | | | | 7/24 | | | | | | | | | | | | | | | | | | | | |
| 1019 | Operations Training and Set-up | 10 days | | | | | 7/24 | | | | | | | | | | | | | | | | | | | | |
| 1020 | La Pine Library Opening | 5 days | | | | | 8/7 | | | | | | | | | | | | | | | | | | | | |
| 1021 | East Bend | 830 days | ————— 10/21 | | | | | | | | | | | | | | | | | | | | | | | | |

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Exhibit F

Design Schedule

Exhibit F

Design Schedule



