REQUEST FOR PROPOSAL (RFP) 22-23/15
LIBRARY SHELVING MILLWORK ORS 279B SERVICES AGREEMENT

SUBMITTAL DEADLINE: 2:00 PM on January 19, 2023
NOTICE IS HEREBY GIVEN, Deschutes Public Library District (District) is requesting sealed proposals to invite qualified Vendors to work with the District to provide ANCILLARY LIBRARY FURNITURE PROCUREMENT, DELIVERY AND INSTALLATION SERVICES for bond-funded library projects. Work will include procurement of ancillary library furniture, management of delivery and installation, provide cost analysis and schedule in up to 7 libraries.

Sealed proposals will be received until 2:00 PM on January 13, 2023. Clearly mark proposals “Deschutes Public Library District Ancillary Library Furniture Procurement, Delivery and Installation 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 January 13, 2023.

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 28, 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.

Dated: December 28, 2022

Lynne Mildenstein, Assistant Library Director
I. GENERAL INFORMATION

A. INTRODUCTION

Deschutes Public Library District (District) is soliciting proposals from qualified Vendors (Vendor) to work with District’s library shelving vendor (Shelving Vendor) to fabricate unique library shelving end panels and custom display units for bond-funded construction projects. Vendor will be required to submit fabrication methods, materials, cost analysis and schedule. Vendor will fabricate, deliver and unload designed goods; for installation by Shelving Vendor 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 Shelving Vendor, consultants, vendors, and contractors.

All Vendors 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 Vendor 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 the Project, with the selected Vendor after negotiating a maximum not to exceed dollar amount for goods and services. An addendum to the awarded Contract may be negotiated for additional locations of the Project, if undertaken. District reserves the right to resolicit and award 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 Vendor 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, Shelving Vendor 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. All times stated below are in Pacific Time Zone.

- **RFP Advertised** December 28, 2022
- **Final Questions Due** January 9, 2023, 2:00 PM
- **Proposal Due Date** January 19, 2023, 2:00 PM
- **Proposal Opening** January 19, 2023, 2:00 PM
- **Proposal Review** January 19 thru January 25, 2023
- **Interviews (if needed)** Week of January 30, 2023
- **Contract Approvals** February 8, 2023
- **Execution of Contract** February 10, 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 library shelving and display units.
   (d) Demonstrated ability to deliver production furnishings and fixtures coordinated across multiple locations with consistent quality.
   (e) Demonstrated ability to work collaboratively with Shelving Vendor to detail and implement the library shelving millwork.

2. Community Health & Sustainability

   (a) Affirmed commitment to prioritizing sustainability objectives in materials sourcing.
   (b) Affirmed commitment to source materials and labor locally wherever possible and as specified.
(c) Affirmed commitment to prioritizing nontoxic finishes and materials (protect laborers, environment, and visitors).


(a) Demonstrated ability to provide reasonable warranty and maintenance for products fabricated.
(b) Affirmed commitment to long term client relationship in support of ongoing maintenance and evolution of the library shelving millwork.

E. SCOPE OF SERVICES

The overall scope of this project is fabrication of library shelving millwork panels and library shelving display units in multiple libraries across the Deschutes Public Library system. These library shelving spaces vary in size from roughly 6,000 square foot renovations of existing spaces at the smallest branch locations, to more than 100,000 square feet at the largest locations, which will be newly constructed.

Below is a preliminary outline of the detailed scope of work for the project, provided to assist the Vendor 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.

(1) Prepare and provide a Detailed Cost Proposal itemizing the cost of all fabricated components, delivery & freight, profit and overhead to be submitted with the proposal, described as Appendix 6
(2) Provide shop drawings for review and approval by the Design Team and Shelving Vendor.
(3) Assist the design team with structural, anchorage, power, and data requirements.
(4) Coordination with Shelving Vendor on assembly requirements of integrated components. Shelving Vendor shall install all Library Shelving Millwork components and custom display units.
(5) Coordination with the project team regarding the maintenance and operational use of all components.
(6) Coordination with the design team regarding applicable governmental agency requirements, laws, codes, and regulations associated with the fabrication and installation of the components.
(7) Provide mock-ups, samples and material information submittals as required per the specifications.
(8) Prepare and review a detailed submittal, shop drawing, fabrication and delivery schedule in accordance with the District’s Master Development Schedule.
(9) Prepare and submit a detailed design, fabrication and delivery schedule which is coordinated with the Shelving Vendor for installation.
(10) Furnish, deliver, handle, and unload all components for a complete and functional system in accordance with the approved plans and specifications.
(11) All components to be manufactured and installed in accordance with all regulatory agency requirements, laws, codes, and regulations associated with the components.
(12) Provide all required testing of the components to ensure proper function and operation.
(13) Provide operational owner training, which shall be videotaped.
(14) Provide Maintenance and Operational manuals as required per the specifications.

II. PROPOSAL INSTRUCTIONS

A. PROPOSAL SUBMITTAL AND DUE DATE

Vendor shall provide four hard copies plus one electronic version on a thumb-drive (.pdf format) of Vendor's proposal in a sealed envelope clearly marked: “Confidential: Deschutes Public Library District Library Shelving Millwork Proposal.”

Proposals shall be submitted by 2:00 PM on January 19, 2023 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
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 an Library Shelving Millwork contract to one or more Vendor(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 Vendor to perform the services described in this RFP.

D. PROTESTS

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

E. 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 Vendor 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 Vendor’s staff who will be assigned by the Vendor in performing the work and a current résumé for each, including a description of qualifications, skills, and responsibilities (Key Personnel).
- Description of Vendor’s expertise in the following areas:
  - Library facilities
  - Library shelving end panel millwork and fabrication
  - Library shelving display unit millwork and fabrication
- Explanation of Vendor’s workload capacity and level of experience commensurate with the level of service required by District.
• Explanation of Vendor’s facilities and availability of support staff.
• Proof of $1 million comprehensive and automobile liability insurance. Proof of coverage by Workers’ Compensation Insurance.
• A list of at least three references from libraries of similar size for whom similar services have been provided within past 5 years. (For all references, please include contact name, phone number, email, and description of work performed.)
• **APPENDIX 1, VENDOR CERTIFICATION FORM**, must be completed and included with Vendor proposal.
• Detailed Cost Proposal per Appendix 6

F. **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 Vendors 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 Library Shelving Millwork 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.

G. **COSTS**

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

H. **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. Vendors 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 Vendor meets the following minimum qualifications:

• Has been in business a minimum of (5) Five years continuously providing the goods and services required by this RFP.
• The proposal is submitted in accordance with all requirements of this RFP.
• Vendor possesses all required licensing by the State of Oregon to provide the goods and services required by this RFP.

B. EVALUATION CRITERIA

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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Points</th>
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</thead>
<tbody>
<tr>
<td>1) Library Shelving Millwork experience and capabilities</td>
<td>(20)</td>
</tr>
<tr>
<td>2) Ability to meet the Master Development Schedule for the fabrication and delivery of Library Shelving Millwork</td>
<td>(10)</td>
</tr>
<tr>
<td>3) Detailed Cost Proposal</td>
<td>(75)</td>
</tr>
<tr>
<td>4) References</td>
<td>(5)</td>
</tr>
</tbody>
</table>

| Maximum Total Points | 110 |

C. SELECTION

The evaluation committee will consist of District project team members. Each member shall complete an evaluation sheet ranking each qualified Vendor 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 either recommend a firm with which to enter into a Library Shelving Millwork 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.

D. CONTRACT

District desires to enter into a Library Shelving Millwork 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 Vendor will be expected to sign the attached written agreement, which will incorporate this RFP and awardee’s proposal. Submittal of a proposal indicates a Vendor’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 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 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

Appendix 1: Vendor Certification Form
Appendix 2: Library Shelving Millwork Services Agreement
Appendix 3: Master Development Schedule
Appendix 4: La Pine Shelving Bid Set
Appendix 5: Sisters Shelving Bid Set
Appendix 6: Detailed Cost Proposal Format
Appendix 7: Library Shelving Millwork Specifications
APPENDIX 1: VENDOR CERTIFICATION FORM

(Vendor Name)

The Vendor, by and through the undersigned, its authorized representative, acknowledges, represents, attests, warrants and certifies that:

1. Vendor has read and understands and agrees to be bound by and comply with all RFP instructions, terms and conditions, together with all Addenda, if any, issued.

2. Vendor has read and understands and agrees to be bound by and comply with the terms of all Contract Documents identified, included, or incorporated by reference into the RFP.

3. Vendor has, or will have, the equipment, personnel, materials, facilities and technical and financial ability necessary to complete the Work in accordance with the Contract documents within the time specified in the Master Development Schedule. Vendor agrees to the schedule milestones and durations indicated therein.

4. The Proposal was prepared independently from all other Vendors, and without collusion, fraud, or other dishonesty.

5. Neither the Vendor, nor anyone representing the Vendor, offered or gave any advantage, gratuity, bonus, discount, bribe or loan of any sort to District or its agents, employees, or anyone representing District, or engaged in any other type of anti-competitive conduct at any time in conjunction with this RFP.

6. Vendor has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman or emerging small business enterprise certified under ORS 200.055, or against a business enterprise that is owned or controlled by, or that employees a disabled veteran as defined in ORS 408.225.

7. If awarded the Contract, Vendor shall utilize in performance of the Contract all resources indicated in its Proposal, including Key Personnel, to the extent within Vendor’s control and Vendor’s best efforts.

8. Vendor has the power and authority to enter into and perform the Contract to be awarded, and the Contract, when executed and delivered, shall be a valid and binding obligation enforceable according to its terms.

9. District has the right to modify the Contract prior to execution to (a) correct typographical errors, (b) reconcile inconsistencies within and among the Contract Documents, (c) conform terminology used throughout the Contract Documents, (d) include omitted terms clearly contemplated by the language in the Contract Documents, (e) add terms required under State or federal Law, and (f) incorporate those portions of the Project Proposal and Price, modified, if so, by such negotiations as may be authorized under applicable statutes and rules.

10. Vendor has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this proposal.
11. Vendor has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman or emerging small business enterprise certified under ORS 200.055, or against a business enterprise that is owned or controlled by, or that employees a disabled veteran as defined in ORS 408.225.

12. Vendor will execute the formal Contract within a reasonable time; and in the case the undersigned fails or neglects to appear within a reasonable time to execute the Contract the undersigned is considered having abandoned the Contract by District.

13. Vendor agrees to comply with the provisions of Prevailing Wage Laws ORS 279C.840. The Vendor to comply with Oregon tax laws in accordance with ORS 305.385. “Contractor agrees to be bound and will comply with the provisions of ORS 279C.840 or the Davis-Bacon Act 40 U.S.C. § 3141, et seq.”

14. The Vendor, pursuant to ORS 279A.120 (1), (circle one) is/is not a resident Vendor. If not, indicate State of residency ________.

I have received the following addenda, as initialed below:

Addendum 1 Date received
Addendum 2 Date received
Addendum 3 Date received

Respectfully submitted: ____________ (Date)

By:
(Name)
(Signature)
(Title)
(Email)
(Telephone number)
(Physical address)
(City, State, Zip)

This RFP will result in a Contract for a Public Work subject to ORS 279C.800 to 279C.870. Any proposal of a contractor or subcontractor listed on BOLI’s List of Ineligibles will be rejected.
This Contract is by and between Deschutes Public Library District ("District" or "Owner") and _________ ("Vendor"). Vendor to fabricate Library Shelving Millwork and custom display units for District’s bond-funded construction projects. At the District’s sole discretion, Vendor shall provide fabrication services, as detailed in the District’s Request for Proposal (collectively referred to as “Project”).

A. RECITALS

District solicited proposals from Vendor and firms to provide Library Shelving Millwork 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

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 June 30, 2026. 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 scope of work as defined in Exhibit A for up to a total not to exceed amount $_________. 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.

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: (541) 389-2982  
Email: todd@deschuteslibrary.org

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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. RESERVED

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: 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 fabrication of library shelving millwork panels and library shelving display units in multiple libraries across the Deschutes Public Library system. These library shelving spaces vary in size from roughly 6,000 square foot renovations of existing spaces at the smallest branch locations, to more than 100,000 square feet at the largest locations, which will be newly constructed.

Below is a preliminary outline of the detailed scope of work for the project, provided to assist the Vendor 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.

(1) Prepare and provide a Detailed Cost Proposal itemizing the cost of all fabricated components, delivery & freight, profit and overhead to be submitted with the proposal, described as Appendix 6
(2) Provide shop drawings for review and approval by the Design Team and Shelving Vendor.
(3) Assist the design team with structural, anchorage, power, and data requirements.
(4) Coordination with Shelving Vendor on assembly requirements of integrated components. Shelving Vendor shall install all Library Shelving Millwork components and custom display units.
(5) Coordination with the project team regarding the maintenance and operational use of all components.
(6) Coordination with the design team regarding applicable governmental agency requirements, laws, codes, and regulations associated with the fabrication and installation of the components.
(7) Provide mock-ups, samples and material information submittals as required per the specifications.
(8) Prepare and review a detailed submittal, shop drawing, fabrication and delivery schedule in accordance with the District’s Master Development Schedule.
(9) Prepare and submit a detailed, fabrication and delivery schedule which is coordinated with the Shelving Vendor for installation.
(10) Furnish, deliver, handle, and unload all components for a complete and functional system in accordance with the approved plans and specifications.
(11) All components to be manufactured in accordance with all regulatory agency requirements, laws, codes, and regulations associated with the components.
(12) Provide all required testing of the components to ensure proper function and operation.
(13) Provide operational owner training, which shall be videotaped.
(14) Provide Maintenance and Operational manuals as required per the specifications.
Exhibit B

ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS
FOR PERSONAL SERVICES

(1) Contractor (all references to Contractor in this Exhibit B shall refer to the Vendor as identified within this Contract) 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 Fee Schedule
## Deschutes Public Libraries Full Schedule

### Task Details

<table>
<thead>
<tr>
<th>ID</th>
<th>Task Name</th>
<th>Duration</th>
<th>Start</th>
<th>Finish</th>
<th>Predecessors</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Deschutes Public Libraries Full Schedule</td>
<td>1471 days</td>
<td>Mon 3/8/21</td>
<td>Mon 10/26/26</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>A/E Team Selection Process</td>
<td>100 days</td>
<td>Mon 3/8/21</td>
<td>Fri 7/23/21</td>
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<td>62</td>
<td>CMGC Team Selection Process to Contract for Each WP</td>
<td>620 days</td>
<td>Mon 6/7/21</td>
<td>Fri 10/20/23</td>
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<td>63</td>
<td>Develop Findings for Exemption Request (ER)</td>
<td>16 days</td>
<td>Mon 6/7/21</td>
<td>Mon 6/28/21</td>
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<td>67</td>
<td>Publish/Post public Notice Statewide (14 Days Prior)</td>
<td>12 days</td>
<td>Tue 6/29/21</td>
<td>Wed 7/14/21</td>
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<td>72</td>
<td>RFP Production - Develop solicitation Documents</td>
<td>52 days</td>
<td>Mon 6/7/21</td>
<td>Tue 8/17/21</td>
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<td>Manage Solicitation - Work Package RFP to Contract</td>
<td>568 days</td>
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<td>83</td>
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<td>WP4 Sunriver, Sisters, La Pine &amp; East Bend</td>
<td>55 days</td>
<td>Mon 11/1/21</td>
<td>Fri 1/14/22</td>
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<td>172</td>
<td>Finance</td>
<td>804 days</td>
<td>Tue 4/13/21</td>
<td>Mon 5/13/24</td>
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<td>177</td>
<td>Public Outreach</td>
<td>1441 days</td>
<td>Mon 3/8/21</td>
<td>Mon 9/14/26</td>
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<td>Mon 7/26/21</td>
<td>Wed 5/28/25</td>
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<td>204</td>
<td>New Steven's Ranch Library - East Side Bend</td>
<td>651 days</td>
<td>Mon 3/8/21</td>
<td>Mon 9/4/23</td>
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<td>205</td>
<td>Land use/Property - Master Plan</td>
<td>651 days</td>
<td>Mon 3/8/21</td>
<td>Mon 9/4/23</td>
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<td>ODOT Roundabout</td>
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<td>Wed 9/14/22</td>
<td>Tue 1/31/23</td>
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<td>323</td>
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<td>Wed 2/1/23</td>
<td>Tue 2/7/23</td>
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<td>QC Updates</td>
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<td>Wed 2/8/23</td>
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<td>100% SD Submission</td>
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<td>Estimate Reconciliation (Estimator, CMGC, DPL, A&amp;E)</td>
<td>5 days</td>
<td>Thu 3/9/23</td>
<td>Wed 3/15/23</td>
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### Milestones
- **Qtr 1**: Jan 1 to Mar 31
- **Qtr 2**: Apr 1 to Jun 30
- **Qtr 3**: Jul 1 to Sep 30
- **Qtr 4**: Oct 1 to Dec 31

### Dates
- **2022**: Jan 1 to Dec 31
- **2023**: Jan 1 to Dec 31
- **2024**: Jan 1 to Dec 31
- **2025**: Jan 1 to Dec 31
- **2026**: Jan 1 to Dec 31

### Notes
- **ID**: Identifies each task.
- **Duration**: Duration in days.
- **Start**: Start date in the format Mon DD/MM/YY.
- **Finish**: Finish date in the format Mon DD/MM/YY.
- **Predecessors**: Predecessor tasks, if applicable.

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**Project Summary**

- **External Tasks**: All tasks not in the project summary.
- **Inactive Task**: Tasks that are inactive.
- **Manual Task**: Tasks that require manual input.
- **Duration-only**: Tasks with a duration but no start or finish dates.
- **Finish-only**: Tasks with a finish date but no start date.
- **Start-only**: Tasks with a start date but no finish date.
- **Deadline**: Tasks with a deadline.
- **Progress**: Tasks with a progress status.
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ID | Task Name | Duration | Start | Finish | Predecessors
--- | --- | --- | --- | --- | ---
547 | Construction Documents Budget (50% CDs) | 0 days | Fri 8/30/24 | Fri 8/30/24 | 517
548 | Bid Set Formalized | 5 days | Mon 3/24/25 | Fri 3/28/25 | 538
549 | GMP Finalization | 44 days | Fri 3/28/25 | Thu 5/29/25 |
550 | Issue Bid Documents | 0 days | Fri 3/28/25 | Fri 3/28/25 | 548
551 | GMP - Sub Bid Period | 15 days | Mon 3/31/25 | Fri 4/18/25 | 550
552 | Evaluate & Assemble Final GMP | 10 days | Mon 4/21/25 | Fri 5/2/25 | 551
553 | Owner Review | 10 days | Mon 5/5/25 | Fri 5/26/25 | 552
554 | GC to Assemble Final GMP Amendment | 5 days | Mon 5/9/25 | Fri 5/23/25 | 553
555 | Assemble Board Pack | 5 days | Mon 5/12/25 | Fri 5/16/25 | 553FS-5 days
556 | DPL Board meeting | 0 days | Mon 5/26/25 | Mon 5/26/25 | 555FS+6 days
557 | GMP Executed | 0 days | Wed 5/28/25 | Wed 5/28/25 | 556FS+2 days
558 | Issue Notice To Proceed. | 0 days | Thu 5/29/25 | Thu 5/29/25 | 557FS+1 day
559 | Building Remodel | 220 days | Tue 12/23/25 | Mon 10/26/26 |
560 | DPL moving process | 30 days | Tue 12/23/25 | Mon 2/2/26 | 47355
561 | Demo | 10 days | Tue 2/3/26 | Mon 2/16/26 | 463,560,558
562 | Building Construction | 150 days | Tue 2/17/26 | Mon 9/14/26 | 561
563 | Close Out | 45 days | Tue 8/25/26 | Mon 10/26/26 | 562FS-15 days
564 | FF&E/Operations | 681 days | Mon 2/26/24 | Mon 10/5/26 |
565 | FF&E Scoping | 85 days | Mon 2/26/24 | Fri 6/21/24 | 506FF,746FF,847
566 | FF&E Design | 50 days | Mon 6/24/24 | Fri 8/30/24 | 565
567 | FF&E Specifications and Coordination | 55 days | Mon 9/2/24 | Mon 11/15/24 | 566
568 | FF&E Procurement | 120 days | Mon 11/18/24 | Fri 5/2/25 | 532,567,772,978
569 | FF&E Installation | 40 days | Tue 7/21/26 | Mon 9/14/26 | 568,562FF
570 | Collection Installation | 10 days | Tue 9/15/26 | Mon 9/28/26 | 569
571 | FF&E Testing | 10 days | Tue 9/15/26 | Mon 9/28/26 | 569
572 | Operations Training and Set-up | 10 days | Tue 9/15/26 | Mon 9/28/26 | 569
573 | Downtown Bend Opening | 5 days | Tue 9/29/26 | Mon 10/5/26 | 570,571,572
574 | New Redmond Library | 799 days | Tue 8/3/21 | Fri 8/23/24 |
575 | Land Use/Property | 133 days | Mon 1/10/22 | Wed 7/13/22 |
576 | Design/Permitting | 89 days | Tue 8/3/21 | Fri 12/21/21 |
577 | Schematic Design (SD) | 77 days | Thu 10/14/21 | Fri 1/28/22 |

Project: Deschutes Public Libraries Full Schedule
Print Date: Fri 12/16/22
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<td>Wed 5/31/23</td>
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**Project Summary**

- **Tasks**
- **External Tasks**
- **Inactive Task**
- **Manual Summary**
- **Manual Summary Rollup**
- **Deadline**
- **Progress**

**Milestone Summary**

- **External Milestone**
- **Manual Task**
- **Start-only**
- **Manual Progress**
- **Finish-only**

**Project: Deschutes Public Libraries Full Schedule**

Print Date: Fri 12/16/22
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<td>Tue 12/3/22</td>
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<tr>
<td>884</td>
<td>Prepare Trailer Plans</td>
<td>40 days</td>
<td>Wed 7/13/22</td>
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</tr>
<tr>
<td>885</td>
<td>Plancheck and Permit Temporary Trailer</td>
<td>70 days</td>
<td>Wed 9/7/22</td>
<td>Tue 12/13/22</td>
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<td>886</td>
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<td>10 days</td>
<td>Wed 12/14/22</td>
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<td>907</td>
<td>Certificate of Occupancy</td>
<td>5 days</td>
<td>Wed 12/28/22</td>
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<td>908</td>
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<td>170 days</td>
<td>Mon 1/2/23</td>
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<td>909</td>
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<td>Mon 1/2/23</td>
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<td>Fri 1/13/23</td>
<td>Fri 1/13/23</td>
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<td>Mon 1/16/23</td>
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<td>912</td>
<td>Demobilize Temporary Trailer</td>
<td>5 days</td>
<td>Mon 7/31/23</td>
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<td>15 days</td>
<td>Mon 8/7/23</td>
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<td>914</td>
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<td>35 days</td>
<td>Mon 6/5/23</td>
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<tr>
<td>915</td>
<td>FF&amp;E/Operations</td>
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<td>Thu 5/19/22</td>
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<tr>
<td>916</td>
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<td>7 mos</td>
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Construction Documents Budget - 50% CDs
Bid Set Formalized
GMP Finalization
Issue Bid Documents
GMP - Sub Bid Period
Evaluate & Assemble Final GMP
Owner Review
Prepare GMP Addendum
FF&E/Operations
Identify Location and Secure
Prep & Execute Lease
Define TI requirements
Design/ Permit TI as needed
Construct TI
Certificate of Occupancy
Building Construction
DPL Moving Process
Open Temporary Location
Building Construction
Close Out
FF&E/Operations
FF&E Specifications and Coordination
FF&E Procurement
FF&E Installation
Collection Installation
Operations Training and Set-up
La Pine Library Opening

Project: Deschutes Public Libraries Full Schedule
Print Date: Fri 12/16/22
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<th>Duration</th>
<th>Start</th>
<th>Finish</th>
<th>Predecessors</th>
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<td>Tue 12/31/24</td>
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GENERAL INTERIOR ELEVATION NOTES

1. SEE FINISH SCHEDULE FOR ADDITIONAL INFORMATION.
2. PROVIDE GWB AT WALL AND SOFFIT FACES. SEE WALL ASSEMBLY TYPES FOR LOCATIONS WITH MORE THAN (1) LAYER OF GWB.
3. SEE TYPICAL SHEET FOR FINISH SCHEDULE FOR ADDITIONAL FINISH INFORMATION.
4. MARKERBOARDS. INSTALL PER MFRS WRITTEN INSTRUCTIONS. SEE 10 11 00.
5. GWB CERTIFIED CORNER GUARDS FULL HEIGHT. REFER TO SPEC 10 26 00.
6. WALL MOUNTED FLAT-SCREEN TELEVISION, C.F./C.I.
7. SUNSHADE SYSTEM
8. FLOOR TO CEILING/COLUMN TO COLUMN, LASER CUT STEEL PLATE, PATTERN
9. REPLACE EXISTING WINDOWS WITH NEW WINDOWS. REFER TO WINDOW SCHEDULE. REPAIR DRYWALL, PROVIDE NEW INTERIOR WINDOW TRIM.
10. LINEAR WOOD PER SPECIFICATIONS.
11. RUBBER BASE, SEE FINISH SCHEDULE
12. TOILET ACCESSORIES: G230 & A001
13. GENERAL: G230
14. ALIGN TOP OF STOREFRONT, BOTTOM OF HEADER, TOP OF PLATE.
15. TOP OF KAWNEER ALIGNS WITH BOTTOM OF GYP. BOARD. (9'-4")
16. INFILL EXISTING WALL. MATCH FRAMING AND FINISHES.

KEY NOTES:

A. TOILET ACCESSORIES: G230 & A001
B. GENERAL: G230
C. MORE THAN (1) LAYER OF GWB.
D. GWB CERTIFIED CORNER GUARDS FULL HEIGHT. REFER TO SPEC 10 26 00.
E. WALL MOUNTED FLAT-SCREEN TELEVISION, C.F./C.I.
F. MARKERBOARDS. INSTALL PER MFRS WRITTEN INSTRUCTIONS. SEE 10 11 00.
G. REPLACE EXISTING WINDOWS WITH NEW WINDOWS. REFER TO WINDOW SCHEDULE. REPAIR DRYWALL, PROVIDE NEW INTERIOR WINDOW TRIM.
H. LINEAR WOOD PER SPECIFICATIONS.
I. RUBBER BASE, SEE FINISH SCHEDULE
J. TOILET ACCESSORIES: G230 & A001
K. GENERAL: G230
L. MORE THAN (1) LAYER OF GWB.
M. GWB CERTIFIED CORNER GUARDS FULL HEIGHT. REFER TO SPEC 10 26 00.
N. WALL MOUNTED FLAT-SCREEN TELEVISION, C.F./C.I.
O. MARKERBOARDS. INSTALL PER MFRS WRITTEN INSTRUCTIONS. SEE 10 11 00.
**GENERAL INTERIOR ELEVATION NOTES**

1. PROVIDE SHEET TITLE LINE AT TOP OF SHEET.
2. DRAW BOUNDARY LINES BETWEEN ROOMS OR AREAS.
3. BOUNDARY WALLS TO BE SHOWN IN INTERIOR CONDITION.
4. STAFF ROOMS TO BE SHOWN IN INTERIOR CONDITION.
5. FURNITURE TO BE SHOWN IN PLANNED LOCATION.
6. MEETS XML GUIDELINES FOR ACCESSIBILITY.

**KEY NOTES:**

- 1/4" = 1'
- 3' - 0" = 15/16" TO SHELF

**DESCHUTES PUBLIC LIBRARY**

**LA PINE LIBRARY**

**SHELVPING BID SET**

**INTERIOR ELEVATIONS**

**A422**
SHELVING BID SET

NOVEMBER 8, 2022

DESCHUTES PUBLIC LIBRARY
LA PINE LIBRARY

SHELVING AXON - FIXED BASE

SHELVING ELEVATION - END PANEL BASE

SHELVING SECTION - WEDGE BASE

SHELVING AXON - MOBILE BASE

SHELVING ELEVATION - FIXED BASE

SHELVING - COUNTER TOP SEAM

SHELVING - END PANEL W/ COUNTER TOP

SHELVING SECTION - WEDGE

SHELVING - WEDGE COUNTER TOP PLAN

SHELVING - COUNTER TOP PLAN

SHELVING - END PANEL ELEVATIONS

GENERAL SHELVING DETAIL NOTES:

1. REFER TO SHELVING NOTES IN SHELVING PLAN FOR ADDITIONAL INFORMATION.
2. REINFORCEMENT ANGLE BRACKETS MUST BE FIXED TO SHELVING BASE PLATE, NOT EXPOSED IN FINISHED WORK, NO EXPOSED FASTENERS.
3. SHELF SHEAR BROKEN AT SHELVING BRACKETS.
4. SHELVING BASE WITH WEDGE END PANEL.
5. SHELVING CASTERS MUST ALIGN.
6. CASTERS MUST ALIGN.
7. SHELF SHEAR BROKEN AT SHELVING BRACKETS.
8. SHELVING CASTERS MUST ALIGN.
9. SHELVING BASE WITH WEDGE END PANEL.
10. SHELF SHEAR BROKEN AT SHELVING BRACKETS.
11. SHELVING CASTERS MUST ALIGN.

SHELVING DETAILS

SHELVING - MOBILE SHELVING BASE

SHELVING - FIXED SHELVING BASE

SHELVING - COUNTER TOP SHELF

SHELVING - END PANEL SHELF

SHELVING - WEDGE SHELF

SHELVING - MOBILE SHELVING BASE WITH WEDGE END PANEL

SHELVING - FIXED SHELVING BASE WITH WEDGE END PANEL

SHELVING - COUNTER TOP SHELF WITH WEDGE END PANEL

SHELVING - END PANEL SHELF WITH WEDGE END PANEL

SHELVING AXON - MOBILE SHELVING BASE

SHELVING ELEVATION - MOBILE BASE

SHELVING SECTION - WEDGE BASE

SHELVING - MOBILE SHELVING BASE WITH WEDGE END PANEL

SHELVING - FIXED SHELVING BASE WITH WEDGE END PANEL

SHELVING - COUNTER TOP SHELF WITH WEDGE END PANEL

SHELVING - END PANEL SHELF WITH WEDGE END PANEL

SHELVING AXON - FIXED SHELVING BASE

SHELVING ELEVATION - FIXED SHELVING BASE

SHELVING SECTION - FIXED SHELVING BASE

SHELVING - FIXED SHELVING BASE WITH WEDGE END PANEL

SHELVING - COUNTER TOP SHELF WITH FIXED SHELVING BASE

SHELVING - END PANEL SHELF WITH FIXED SHELVING BASE

SHELVING AXON - MOBILE SHELVING BASE WITH WEDGE END PANEL

SHELVING ELEVATION - MOBILE SHELVING BASE WITH WEDGE END PANEL

SHELVING SECTION - WEDGE BASE WITH MOBILE SHELVING BASE

SHELVING - MOBILE SHELVING BASE WITH WEDGE END PANEL AND COUNTER TOP SHELF

SHELVING - FIXED SHELVING BASE WITH WEDGE END PANEL AND COUNTER TOP SHELF

SHELVING - COUNTER TOP SHELF WITH FIXED SHELVING BASE AND WEDGE END PANEL

SHELVING - END PANEL SHELF WITH FIXED SHELVING BASE AND WEDGE END PANEL
SHELVING - SHELVING MODULES

SHELVE UNIT

SHELVING

MODULES

A

B

C

D

E

SHELVING BID SET

NOVEMBER 16, 2022

Deschutes Public Library

La Pine Library

1923 NW 14th Street

La Pine, OR 97739

Phone: 503-752-5720

Copyright floor plan

1. [Diagram of shelving modules with labels A, B, C, D, E]
MILLER HULL PARTNERSHIP, LLP

LIBRARY

FINISH TO MATCH INTERIOR STOREFRONT SYSTEM.

0" = 1/4" = 1'

ADULTS 112 - WEST
ADULTS 112 - EAST
ADULTS 112 - SOUTH
ADULTS 112 - NORTH

MEETING 110 - EAST
MEETING 110 - WEST
MEETING 110 - SOUTH
MEETING 110 - NORTH

READING 111 - EAST
READING 111 - SOUTH
READING 111 - NORTH

STAFF LOUNGE 115 - EAST
STAFF LOUNGE 115 - SOUTH
STAFF LOUNGE 115 - WEST
STAFF LOUNGE 115 - NORTH

ELECTRICAL 116 - EAST
ELECTRICAL 116 - SOUTH
ELECTRICAL 116 - WEST
ELECTRICAL 116 - NORTH

GIRDER STRUCTURE

DESCHUTES PUBLIC LIBRARY
SISTERS LIBRARY

SHELVING BID SET

November 11, 2022

GENERAL INTERIOR ELEVATION NOTES

1. Layout of plans is not final.
2. See typical shop drawings for placement of columns, etc.
3. All columns to be placed parallel to axis lines.
4. See typical shop drawings for location of Typical Interior Elevations.
5.全ての柱の位置は軸線に平行に配置すること。
6. 規格を確認してください。
7. 規格表を参照してください。
8. 規格表を参照してください。
9. 規格表を参照してください。
10. 規格表を参照してください。
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14. 規格表を参照してください。
15. 規格表を参照してください。
16. 規格表を参照してください。
17. 規格表を参照してください。

SCOTT T. STEELE

ADULTS 112 - EAST
ADULTS 112 - SOUTH
ADULTS 112 - WEST
ADULTS 112 - NORTH

STAFF LOUNGE 115 - EAST
STAFF LOUNGE 115 - SOUTH
STAFF LOUNGE 115 - WEST
STAFF LOUNGE 115 - NORTH

ELECTRICAL 116 - EAST
ELECTRICAL 116 - SOUTH
ELECTRICAL 116 - WEST
ELECTRICAL 116 - NORTH

KEY NOTES:

1. ADULTS 112 - EAST
2. ADULTS 112 - SOUTH
3. ADULTS 112 - WEST
4. ADULTS 112 - NORTH
5. MEETING 110 - EAST
6. MEETING 110 - SOUTH
7. MEETING 110 - WEST
8. MEETING 110 - NORTH
9. READING 111 - EAST
10. READING 111 - SOUTH
11. READING 111 - NORTH
12. STAFF LOUNGE 115 - EAST
13. STAFF LOUNGE 115 - SOUTH
14. STAFF LOUNGE 115 - WEST
15. STAFF LOUNGE 115 - NORTH
16. ELECTRICAL 116 - EAST
17. ELECTRICAL 116 - SOUTH
18. ELECTRICAL 116 - WEST
19. ELECTRICAL 116 - NORTH

FINISH SCHEDULE & SECTION 10 11 05.

1/4" = 1'
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<th>Miscellaneous Components</th>
<th>Unit Price</th>
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<th>Delivery</th>
<th>Profit &amp; Overhead</th>
<th>Unit Price Inclusive</th>
<th>Quantity (per drawings)</th>
<th>Extended Price (Quantity x Unit Price Inclusive)</th>
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<th>Total: Shelving + Display Components + Miscellaneous Components</th>
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<td>S1311172-5S</td>
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<th>Sisters Library</th>
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<tr>
<td>Deduct for fixed/not mobile display units.</td>
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<tr>
<td>Savings per unit</td>
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<td>Savings/multiple units</td>
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<td>Other (list)</td>
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<th>Total: Shelving + Display Components + Miscellaneous Components</th>
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<th>Both Libraries Combined</th>
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<tr>
<td>This Exhibit provided for proposer's information. It is proposer's sole responsibility to verify all formulas, shelving plans, module information, etc.</td>
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I. SUBMITTALS

A. Description Of Work
   1. Submit Vendor’s purchase orders, shop drawings, product data and samples required by Contract Documents.
   2. Submittals shall include Architect’s identification code numbers for each item.
   3. Submit a schedule indicating the dates for submission and the dates that reviewed shop drawings, product data and samples will be needed.

B. Vendor’s Responsibilities
   1. Prepare shop drawings, product data and samples prior to submission.
   2. Determine and verify:
      a) Field measurements
      b) Field criteria
      c) Catalog numbers and similar data
      d) Conformance with specifications

C. Coordinate each submittal with requirements of the Contract Documents.

D. Notify the project manager in writing, at time of submission, of any deviations in the submittals from requirements of the Contract Documents.

E. Begin no fabrication or work which requires submittals until return of submittals with Architect’s review noted.

F. Architect’s Duties
   1. Review submittals with reasonable promptness and in accordance with schedules.
   2. Affix stamp and initials or signature, and indicate appropriate action.
   3. Return submittals to Vendor for distribution, or for resubmission.

G. Vendor’s Purchase Orders
   1. Place Vendor’s purchase orders with manufacturers as required to meet the schedule requirements for this Project.
   2. Provide one copy of each of the following:
      a) Vendor’s purchase orders
      b) Each manufacturer’s order confirmation
      c) Each manufacturer’s invoice

H. Required Submittals
   1. Samples
      a) Definition: The term ‘samples’ as used herein includes natural materials, fabricated items, equipment, devices, appliances or other samples to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials proposed by the Vendor conform to the requirements of the Contract Documents. All work shall be in accordance with the accepted samples. No work shall be undertaken until samples are accepted by Architect.
      b) Prototypes of all furniture upon which the quotation/tender included in the Vendor’s Documents is based shall be submitted to District for approval before delivery. Items of furniture delivered shall be of a quality at least equal to the approved prototypes
      c) Samples shall be of sufficient size and quantity to clearly illustrate:
         (1) Functional characteristics of the product, with integrally related parts and attachment devices.
Appendix 7
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(2) Full range of color, texture and pattern.

d) Provide four (4) samples, 6 x 6 inch minimum, of each material used:
   (1) Fabric and Leather each type, color and pattern from the bolt and dye lot to be used.
   (2) Painted Metal: Each color.
   (3) Plastic Laminate: Each color.
   (4) Wood: Each type and finish.
   (5) Metal: Each type and finish.
   (6) Stone: From actual slab used.

I. Shop Drawings:
   1. Definition: The term ‘shop drawings” as used herein includes fabrication, manufacturers’ standard drawings, custom design and detail drawings, schedules, descriptive literature, catalogs and brochures, and all other descriptive data pertaining to materials, finishes, accessories, and equipment, conforming to the requirements of the Contract Documents and specifications. Shop drawings shall establish the actual detail of all manufactured or fabricated items, proper relation to adjoining work, and incorporate minor changes of design or construction to suit actual conditions.

   2. Drawings shall be presented in a clear and thorough manner. Details shall be identified by reference to sheet and detail, schedule or room numbers shown on Contract Drawings.

   3. Except for finish, color and other aesthetic matters left to the Architect’s decision by the Contract Documents, the Architect’s review of shop drawings and samples is only for the convenience of the District in following the Work and shall not relieve the Vendor from responsibility for any deviations from the requirements of the Contract Documents. The Architect’s review shall not be construed as a complete check nor shall it relieve the Vendor from responsibility for errors of any sort in shop drawings or schedules, or from the necessity of furnishing any Work required by the Contract Documents which may have been omitted on the shop drawings. The Architect’s review of a separate item shall not indicate review of the complete assembly in which it functions.

J. Product Data/Manufacturer’s Literature
   1. Definition: As used herein, the term “manufactured” applies to standard units shown in catalogs, usually mass-produced. Submit literature for each piece of furniture.

   2. Preparation
      a) Clearly mark each copy to identify applicable products.
      b) Show performance characteristics and capacities.
      c) Show dimensions and clearances required.

   3. Manufacturer’s standard schematic drawings and diagrams:
      a) Modify drawings and diagrams to delete information which is not applicable to the work.
      b) Supplement standard information to provide information specifically applicable to the work.

K. Maintenance Instructions
   1. The Vendor shall submit to the District three (3) copies of all manufacturers’ recommendations for a maintenance schedule and program including reference to the type of equipment. Submit one copy directly to the District’s representative. Included should be information needed for the removal of common stains from each type of fabric used.

   2. The instructions shall cover such data as cleaning solutions or products, special waxes or other protective finishes, methods of applications, and methods which should be avoided.

   3. Instructions shall be particularly directed to fabrics, wood and other surfaces with special finishes that are easily damaged.

L. Manufacturers Warranties
   1. The Vendor shall submit to the District (3) copies of all manufacturers warranties.
Appendix 7
Specifications for Library Shelving Millwork

M. Submission Information

1. Number of submittals required:
   a) Shop Drawings: Submit two copies.
   b) Product Data: Submit (4) copies to the District’s representative.
   c) Samples: Submit four (4) sets of each type as required in specification section.

2. Submittals shall contain:
   a) The date of submission and the dates of any previous submissions
   b) The project title and number
   c) Vendor identification
   d) The names of:
      (1) Supplier
      (2) Manufacturer
   e) Identification of the product, with the specification section number.
   f) Field dimensions, clearly identified as such.
   g) Relation to adjacent or critical features of the work or materials
   h) Applicable standards, such as ASTM or Federal Specification numbers.
   i) Identification of deviations from Contract Documents.
   j) Identification of revisions on resubmittals.
   k) An 8 x 3 blank space for Vendor and Architect stamps.
   l) Vendor’s stamp, initialed or signed, certifying review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the work and of Contract Documents.

N. Submission Requirements

1. Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in the work or in the work of any other Vendor.

2. All submittals shall be accompanied by a letter of transmittal containing this information together with the specification section number for identification of each item.

O. Shop Drawing Approval Procedure

1. The Architect will review shop drawings and samples with reasonable promptness and will return them to the Vendor with the Architect’s stamp applied thereto. Notations by the Architect which increase contract cost or time of completion shall be brought to the Architect’s attention before proceeding with the Work. Each submittal will be stamped indicating the appropriate action as follows:
   a) NO EXCEPTIONS TAKEN: No further review of Submittal is required.
   b) MAKE CORRECTIONS AS NOTED: Incorporate corrections in work; resubmittal is not required. If Vendor cannot comply with corrections as noted, revise to respond to exceptions and resubmit.
   c) REVISE AND RESUBMIT: Revise as noted, and resubmit for further review.
   d) RESUBMIT PROPERLY: Submittal not reviewed because it does not contain Vendor’s signature indicating its review and approval, and/or is not in proper condition for review. Resubmit.
   e) NOT REVIEWED: Submittal is not required by Contract Documents.
   f) THIS SUBMITTAL HAS BEEN REVIEWED ONLY FOR THE LIMITED PURPOSE OF CHECKING FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT AS EXPRESSED IN THE CONTRACT DOCUMENTS, SUBJECT TO THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. The Vendor, not the Architect, is responsible for checking for deviations between the submittal and the Contract Documents and field
Appendix 7
Specifications for Library Shelving Millwork

1. Distribution
   1. Distribute reproduction of shop drawings and copies of product data which carry the Architect’s review stamp to:
      a) Other affected Vendors
      b) SubVendors
      c) Supplier or fabricator
   2. Distribute samples which carry the Architect’s review stamp as directed by the Architect.

II. MATERIAL AND EQUIPMENT
A. Description Of Work
   1. Material incorporated into the work:
      a) Conform to applicable specifications and standards.
      b) Comply with size, make, type and quality specified, or as accepted in writing by the District.
         (1) Manufactured and Fabricated Products:
         (2) Design, fabricate and assemble in accord with the best engineering and shop practices.
         (3) Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
         (4) Two or more items of the same kind shall be identical, by the same manufacturer.
      c) Do not use material or equipment for any purpose other than that for which it is designed or is specified.

B. Reuse Of Existing Material
   1. Except as specifically indicated or specified, materials removed from existing structure shall not be used in the completed work.
   2. For materials specifically indicated or specified to be reused in the work:
      a) Use special care in removal, handling, storage and installation, to assure proper function in the completed work.
      b) Arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation.
      c) Pay all costs for such work.
C. Manufacturer’s Instructions
   1. When Contract Documents require that installation of work shall comply with manufacturer’s
      printed instructions obtain and distribute copies of such instructions to parties involved in the
      installation, including two copies to District’s representative. Maintain one set of complete
      instructions at the job site during installation and until completion.
   2. Handle, install, connect, clean, condition and adjust products in strict accord with manufacturer’s
      instructions and in conformity with specified requirements.
      a) Should job conditions or specified requirements conflict with manufacturer’s instructions,
         consult with Architect and manufacturer for further instructions.
      b) Do not proceed with work without clear instructions.
      c) Do not omit any preparatory step or installation procedure unless specifically modified or
         exempted by Contract Documents.

D. Spare Items
   1. The Vendor shall ensure that the sufficient spare items of the specified furniture are available to
      allow for the timely replacement of any defective furniture equipment as required by District.
   2. The Vendor shall hold sufficient stocks of the specified furniture for replacement of defective or
      damaged furniture during the warranty period.

E. Defects
   1. The Vendor shall make good by replacement of otherwise any defects in the furniture supplied,
      assembled/installed or delivered, which appear up to and including the last day of the Warranty
      Period under this Agreement.
   2. The Vendor shall respond to District’s complaint of defects and provide solutions acceptable to
      District within 2 business days of the date of complaint.

F. Storage
   1. Prior to installation, the Vendor shall provide off-jobsite warehousing or storage, and insurance for
      the products in accordance with the manufacturer’s recommendations. Deliveries shall be made
      to the job site for only the required items to be installed in accordance with the project schedule.
      Costs of storage are deemed to be included in the contract sum.
   2. Store products in accordance with manufacturer’s instructions, with seals and labels intact and
      legible.
      a) Store products subject to damage by the elements in weather-tight enclosures.
      b) Maintain temperature and humidity within the ranges required by manufacturer’s instructions.
   3. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of
      stored products to assure that products are maintained under specified conditions, and free from
      damage, deterioration vandalism, and theft.
   4. Maintain secured storage and protection of goods during installation.

G. Transportation And Handling
   1. Arrange deliveries of products in accordance with construction schedules. Coordinate to avoid
      conflict with work and conditions at the site.
      a) Deliver products in undamaged condition, in manufacturer’s original containers or packaging,
         with identifying labels intact and legible.
      b) Blanket wrap, crate, or adequately protect furniture to prevent damage during shipping,
         delivery, and handling. Blanket wrap items where delivery in original containers would be
         impractical or costly.
   2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract
      Documents and final submittals, and that products are properly protected and undamaged.
   3. On delivery notify the District and Architect of any damage and notify District immediately when
      replacement will delay installation schedule.
4. Tagging: The Architect will furnish a name or an identification code schedule and coded drawings for furniture which will identify its final location. Tag in a manner permitting easy tag removal without damaging finishes, and in locations that are easily seen and read.
   a) Upon delivery verify item tagged has been provided as specified and is in perfect condition.
   b) Do not remove tags until instructed by Architect.
   c) Furniture items should be tagged with the designated code number, the manufacturer’s number, dealer purchase order number and the floor and room location.

5. Do not deliver furniture until spaces in which furniture is to be installed are ready to receive it or until a special storage space has been made available. Costs for double handling will not be entertained and is the Vendor’s risk.

6. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

H. Protection
   1. Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations.
   2. Protect flooring from damage from traffic during furniture installation.
   3. Provide wall and corner coverings as necessary to protect walls and corners from damage from traffic during furniture installation.
   4. Remove protection when installation is accepted by District and Project Manager

III. SUBSTITUTIONS
   A. Description Of Work
      1. Procedures are described for application for substitution of unlisted materials for materials named in the specifications or approved for use in addenda.

   B. Vendor’s Options
      1. For products specified only by reference standard, select product meeting that standard, by any manufacturer and subject to review by the Architect and the approval of the District.
      2. For products specified by naming one or more products or manufacturers submit a request as for substitutions, for any product or manufacturer which is not specifically named.

   C. Vendor’s Representation
      1. In making formal request for substitution Vendor represents that:
         a) Vendor has investigated proposed product and has determined that it is equal to or superior in all respects to that specified.
         b) Vendor will provide same warranties or bonds for substitution as for product specified.
         c) Vendor will coordinate installation of accepted substitution into the work, and will make such changes as may be required for the work to be complete in all respects.
         d) Vendor waives claims for additional costs caused by substitution which may subsequently become apparent. Cost savings are to be passed onto the District.
         e) Cost data is complete and includes related costs under his Contract, but not:
            (1) Costs under separate contracts.
            (2) Architect’s costs for redesign or revision of Contract Documents will be borne by the Vendor.

   D. Architect’s Duties
      1. Review Vendor’s requests for substitutions with reasonable promptness.
      2. Notify Vendor, in writing, of decision to accept or reject requested substitution.

   E. Substitutions
1. Architect will consider formal requests from Vendor for substitution of products in place of those specified prior to date proposal is due. After that period, requests will be considered only in case of product availability or other conditions beyond the control of the Vendor.

2. Submit separate request for each product. Support each request with:
   a) Complete data substantiating compliance of proposed substitution with requirements stated in Contract Documents:
      (1) Product identification, including manufacturer’s name and address.
      (2) Manufacturer’s literature; identify:
          (a) Product description
          (b) Reference standards
          (c) Performance and test data
      (3) Samples.
      (4) Name and address of similar projects on which product has been used, and date of each installation.
   b) Itemized comparison of the proposed substitution with product specified; list significant variations.
   c) Data relating to changes in construction schedule.
   d) Any effect of substitution on separate contracts.
   e) List of changes required in other work or products.
   f) Accurate cost data comparing proposed substitution with product specified.
      (1) Amount of any net change to Contract Sum.
   g) Designation of required license fees or royalties.
   h) Designation of availability of replacement materials sources or replacement materials.

3. Substitutions will not be considered for acceptance when:
   a) They are indicated or implied on shop drawings or product data submittals without a formal request from Vendor.
   b) They are requested directly by a subVendor or supplier.
   c) Acceptance will require substantial revision of Contract Documents.

4. Architect will determine acceptability of proposed substitutions, and reserves the right to reject proposals.

IV. CONTRACT CLOSEOUT

A. Description Of Work
   1. Provide an orderly and efficient transfer of the completed work to the District.

B. Quality Assurance
   1. Prior to requesting inspection by the Architect, assure that the work was completed in accordance with the specified requirements and is ready for the requested inspection.

C. Submittal Procedure
   1. Final Completion
      a) Prepare and submit the notice required by the General Conditions.
      b) Certify that
         (1) Contract Documents have been reviewed.
         (2) Work has been completed in accordance with the Contract Documents.
         (3) Final cleaning has been performed as outlined in Cleaning Section.
         (4) Work is completed and ready for final inspection.
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c) Upon receipt of the Vendor’s written notice that the work is ready or final inspection and acceptance, the Architect will make such inspection. When the Project Manager finds the work acceptable under the Contract and the Contract fully performed he will issue a final written acceptance with his signature stating that the work provided for in the Contract has been completed and is accepted by him under the terms and conditions thereof.

d) Should the District determine that the work is incomplete or defective:
   (1) The Project Manager will promptly so notify the Vendor, in writing, listing the incomplete or defective work.
   (2) The Vendor shall promptly remedy within 10 days after receipt of Architect’s punch list. The deficiencies and notify the District when all items have been corrected and the work is ready for final inspection.
   (3) The Architect will re-inspect the work.

e) When the District determines that the work is acceptable under the Contract documents, he will request the Vendor to make close out submittals.

2. Vendor’s Guarantee:

   a) Prior to submitting a final Application for Payment, the Vendor shall submit to the District three (3) signed and dated copies of Vendor’s Guarantee Form Section.
      (1) The Date of Guarantee shall be mutually agreed to by the District and the Vendor.
      (2) The District shall approve by signature, and return a copy of the completed form to the Vendor.

3. Closeout submittals include, but are not necessarily limited to:
   a) Evidence of payment to suppliers and subVendors.
   b) Release of liens.

4. Deliverables on completion of project:
   a) The Vendor must provide to District as-built documentation for the furniture and an inventory listing and full product codes for the furniture upon completion of the Work to the reasonable satisfaction of District.

5. Final adjustment of accounts:
   a) Submit a final Application for Payment to the District, showing all adjustments to the Contract Sum.

D. If so required, the District will prepare a final change order showing adjustments to the contract sum which were not previously made by Change Orders.

V. CLEANING

A. Description Of Work
   1. Provide all materials and labor required for periodic and final cleaning of the work under this Contract.

B. Quality Assurance
   1. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.
   2. Use workers thoroughly trained in the use of materials and methods required for this work.

C. Materials
   1. Use cleaning materials which will not create hazards to health or property and which will not damage surfaces.
   2. Use cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
   3. Use cleaning materials only on surface recommended by cleaning material manufacturer.
VI. MISCELLANEOUS

A. Warranty Period
   1. The Vendor agrees to provide a minimum 5 year warranty for manufacturing and installation defects commencing from the date of installation of the furniture (the “Warranty Period”).

B. Unit Rates:
   1. The rate charged per unit of furniture (the “unit rates”) by the Vendor as set out in the Vendor’s Documents shall also be applied for changes to the Product as instructed by District within twelve (12) months from the date of completion of the Product. The unit rates shall then be open to an annual review with any increase each year being no greater than the relevant year’s nationally recognized rate of inflation in the city where the District’s Premises are situated.

C. Maintenance Of Product Line:
   1. The Vendor agrees to maintain the furniture product line for a minimum of five (5) years and provide a guaranteed manufacture lead-time of 10 weeks for all future stock replenishment, as and when required by District for a minimum period of 5 years.