



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

October 5, 2023

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of Contract Amendment #5 with Opsis Architecture LLP for construction administration services to support construction of the Gladstone and Oak Lodge Libraries and Concord Park. Amendment value is \$1,007,820, total contract value is \$6,089,130. Funding through \$347,136 in County ARPA funds, \$338,113 from Prior Year Oak Lodge Library District Distribution, \$16,358 from Gladstone Library Beginning Fund Balance and \$306,213 from NCPRD Funds. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	<p>9/26/19: Original OPSIS Contract for \$996,916 approved by BCC.          2/17/21: Amendment #1 for time only through 7/1/2022 approved by Department Director.          4/1/2023: Amendment #2 for \$4,013,248 and time through 4/1/2024 approved by BCC.          8/22/2022: Amendment #3 updated Scope of Work approved by Department Director.          12/12/2022: Amendment #4 for \$71,146 and updated Scope of Work approved by Department Director.          5/17/23: Policy Session, Board to fully fund both the Gladstone and Oak Lodge Library projects and allow for construction to begin.</p>		
<b>Performance Clackamas</b>	<p>This project aligns with the Vibrant Economy Goal: It provides economic development, public spaces, and community enrichment services to residents, businesses, visitors, and partners so they can thrive and prosper in healthy and vibrant communities.</p>		
<b>Counsel Review</b>	Andrew Naylor, 9/19/2023	<b>Procurement Review</b>	Yes, Ryan Rice
<b>Contact Person</b>	Jason Varga	<b>Contact Phone</b>	(503) 351-4012

**EXECUTIVE SUMMARY:** At the May 17, 2023 Policy Session, the Board approved to fully fund both the Gladstone and Oak Lodge Library projects and allow for construction to begin. This contract amendment for Opsis includes the construction administrative services needed to build both the Gladstone and Oak Lodge Library. This amendment also includes services to support construction of the Concord Park. The cost of this amendment was included in the overall approved project budgets for each library and NCPRD. This is not in addition to what has already been approved previously for each project.

Construction administration services for the architect and their consultants include attending regular project meetings, reviewing and checking of project

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submittals to make sure they are in conformance with the project documents, regular site visits and progress reports, reviewing and responding to Requests for Information (RFI's) and review of general contractor payment applications. Each of these proposals line up with the project durations provided by the General Contractor.

We have funded this contract through County Library, NCPRD and approved County ARPA funds. No General Funds are involved.

Contract amendment funding sources:

NCPRD Capital Funds	\$306,213
Oak Lodge District Revenue	\$338,113
Gladstone ARPA Lost Revenue	\$10,116
Gladstone Library Unrestricted Funds	\$16,357
Gladstone County ARPA	\$337,021
<b>Total</b>	<b>\$1,007,820</b>

**PROCUREMENT PROCESS:** This Amendment is in accordance with LCRB C-047-0800 for an unanticipated amendment.

**RECOMMENDATION:** Staff respectfully recommends approval of amendment #5 with Opsis Architecture LLP for construction administration services to support construction of the Gladstone and Oak Lodge Libraries and Concord Park.

Respectfully submitted,

*Dan Johnson*

Dan Johnson, Director  
Department of Transportation & Development

**AMENDMENT #5**  
**TO THE CONTRACT DOCUMENTS WITH OPSIS ARCHITECTURE, LLP FOR NORTH**  
**CLACKAMAS PARKS AND RECREATION DISTRICT CONCORD PROPERTY OAK**  
**LODGE LIBRARY AND GLADSTONE LIBRARY PLANNING PROCESS**  
**Contract #1642**

This Amendment #5 is entered into between **Opsis Architecture, LLP** (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **September 26, 2019** (“Contract”).

The Purpose of this Amendment #5 is to make the following changes to the Contract:

1. **ARTICLE I, Section 2. Scope of Work** is hereby amended as follows:  
County has authorized an increase to the Work for Contractor to perform construction administration for the Gladstone and Oak Lodge Library and Concord Community Park construction projects. The additional Work and Fee Schedule is further described in Exhibit A of this Amendment #5, attached and hereby incorporated by reference.
  
2. **ARTICLE I, Section 3. Consideration** is hereby amended as follows:  
In consideration for Contractor performing the additional Work described in Exhibit A, County shall pay Contractor an amount not to exceed \$363,494 for the Gladstone Library Work, \$338,113 for the Oak Lodge Library Work, and \$306,213 for Concord Community Park Work, for a total not to exceed amount of **\$1,007,820.00**. Payment shall be pursuant to the Fee Schedules in Exhibit A. Consideration for the additional Work is a on a fixed-fee basis. The total Contract compensation shall not exceed \$6,089,130.00.
  
3. **Correction to Amendment #3.** The parties acknowledge and agree that Amendment #3, signed on August 22, 2022, was incorrectly signed by North Clackamas Parks and Recreation District (“District”). By execution of this Amendment #5, the parties acknowledge the error and hereby ratify Amendment #3 as being executed by and between Contractor and the County.
  
4. **Third Party Beneficiary.** District is a third-party beneficiary of the Contract with respect to all of County’s rights, remedies, and warranties provided therein. To the extent Contractor is negligent, Contractor agrees to indemnify, hold harmless and defend District, and its officers, elected officials, agents, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damages or injuries to persons or property caused by the errors, omissions, fault, or negligence of Contractor or Contractor’s employees, subcontractors, or agents. Contractor shall include the District as an additional insured on all insurance policies required under the Contract.

ORIGINAL CONTRACT	\$ 996,916.00
AMENDMENT #1	Time Extension
AMENDMENT #2	\$4,013,248.00 + Time Extension
AMENDMENT #3	Scope of Work
AMENDMENT #4	\$ 71,146.00
<b><u>AMENDMENT #5</u></b>	<b><u>\$ 1,007,820.00</u></b>
<b>TOTAL AMENDEE CONTRACT</b>	<b>\$6,089,130.00</b>

**\*Signature Page to Follow\***

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #5, effective upon the date of the last signature below.

**Opsis Architecture, LLP**

Mark 09.19.23  
Authorized Signature      Date

Mark Stoller  
Printed Name

**Clackamas County**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary      Date

APPROVED AS TO FORM

  *ly*   09/19/2023  
County Counsel      Date

**Exhibit A**  
**Scope of Work Increase**





July 12, 2023

Jason Varga, Project Manager  
Clackamas County  
150 Beaver Creek Road  
Oregon City, OR 97045

Reference: Opsis Project No. 4775-01, Clackamas County Contract #1642  
Additional Services Request [Gladstone Library CA Services]

Dear Jason,

This letter represents the Opsis Architecture (hereby Opsis) request for additional services for the construction administration of the Gladstone Library.

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## SCOPE OF SERVICES

### Scope of Work

The Design Team understands the scope of work to be as described per Exhibit A: Scope Of Work

### Schedule

The Design Team understands the schedule as outlined below, and as referenced in Exhibit C: Construction Schedule developed by P&C Construction.

CONSTRUCTION June 2023 – June 2024

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### Fee

We propose a fixed fee for services outlined above. Reference Exhibit B: Design Fee Summary.

### Consultants

Structural Engineer	Catena Consulting Engineers
Mechanical Engineer	Interface Engineering
Electrical Engineer	Interface Engineering
Plumbing Engineering	Interface Engineering
Civil Engineering	KPFF
Landscape	Lango Hansen Landscape Architects

## Reimbursables

Reimbursables are additional and include expenses incurred by Opsi and Consultants directly related to the project such as transportation, printing, deliveries, and other similar project-related costs. A 5% fee is applied to reimbursable expenses for processing.

## Invoicing

Invoices will be rendered once a month based on tasks completed, consultant fees, and reimbursable expenses incurred. Payments are due and payable upon presentation.

Please feel free to call me if you have any questions. We look forward to our continued work with you on the Concord Community Center

Sincerely,

A handwritten signature in black ink, appearing to read 'mstoller', is centered on the page.

**Mark Stoller**, AIA, LEED AP BD+C,  
Partner, Opsi Architecture LLP

## Enclosures:

Exhibit A: Scope of Work  
Exhibit B: Design Fee Summary  
Exhibit C: Construction Schedule  
Exhibit F: CA language



July 12, 2023

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## EXHIBIT A: SCOPE OF WORK

Work in this Contract will consist of construction administration for Gladstone Library

The following scope of work and lump sum fee are based on the proposed 6,000 SF library as documented in the "100% Construction Documents" dated 06.22.2022. The estimated construction cost of this scope of work is estimated to be \$6,978,163. The assumed construction duration is 6/05/2023 – 06/20/2024, based off of P&C Construction's schedule dated 03.21.2023.

This proposed fee applies to a CMGC project delivery method with selected CMGC, P&C Construction. The Design Team understands the scope of work to be the following:

### **Construction Administration**

- Services consisting of construction contract administrative functions including consultation, conferences, communications and progress reports.
- Coordination between the architectural work and the work of engineering and other involved consultants for the project. Reviewing and checking of documents (required submittals) prepared for the project.
- Services relating to applicable laws, statues, regulations and codes of regulating entities relating to the agency's interests during construction of the project.
- Services consisting of processing of submittals, including receipt, review of and appropriate action on shop drawings, product data, samples and other submittals required by the contract documents. Distribution of submittals to agency, contractor, and field representatives as required.
- Services consisting of visits to the site at intervals appropriate to the stage of construction or as otherwise agreed to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents, and preparing related reports and communications. Contractor to chair project meetings and prepare meeting minutes.
- Services consisting of preparation, reproduction and distribution of clarification documents and interpretations in response to requests for clarification by contractors or the user agency. Maintenance of records and coordination of communications relative to requests for clarification or information (RFI). Preparation, reproduction and distribution of drawings and specifications to describe work to be added, deleted or modified, review of proposals, review and recommend changes in time for substantial completion, assisting in the preparation of modifications of the contracts and coordination of communications, approvals, notifications, and record-keeping relative to changes in the work. Additional fees for changes to the scope of a project shall be negotiated.
- Services consisting of monitoring the progress of the contractors relative to established schedules and making status reports to the user agency.
- Services consisting of maintenance of records of payments on account of the contract and all changes thereto, evaluation of applications for payment and certification thereof, and review and evaluation of cost data submitted by the contractors for work performed.

### Meetings

- Weekly virtual OAC Meetings
- Site visits every 2 weeks until steel erection starts, then every week or as needed.

## **SUPPLEMENTAL SERVICES**

The following services are *included* in the contract sum amount:

### **JA Site Visits**

Johnston Architects site visits to monitor construction process.

### Meetings

- (3) Site visits over the course of construction.

**Fire Sprinkler/Alarm** – Services consisting of the development of performance-based specifications of the Fire Protection Sprinkler Service and Fire Detection and Alarm Services and subsequent project conformance review of contractor design.

**Data/Communications** – Services consisting of the construction administration including RFI and submittal review relating to Data/Telecommunications systems.

**Audio/Visual** – Services consisting of the construction administration including RFI and submittal review relating to AV systems.

**Interior Lighting** - Services consisting of the construction administration including RFI and submittal review relating to interior lighting design.

**Exterior Lighting** - Services consisting of the construction administration including RFI and submittal review relating to exterior lighting design.

**Building Security** – Services consisting of construction administration including RFI and submittal review related to building security systems including a card key access entry system, intrusion detection systems, CCTV, and video surveillance.

**Civil** - Services consisting of construction administration related to site planning including layout of site features, building position, preliminary grading, location of paving for walkways, driveways and parking.

**Landscape**- Services consisting of the construction administration of above-ground site improvements, including the design of hardscape pedestrian paved areas, landscape plantings, irrigation and site furnishings.

## **OPTIONAL SERVICES**

The following services are *excluded* from the contract sum amount, but fees are provided for project budgeting purposes:

### **EXCLUDED SERVICES**

The following services are excluded from the contract sum amount:

- Public Outreach and Task Force Engagement
- Ventilation Modeling
- Commissioning
- Building Envelope
- Paging System Design
- Advanced AV Systems Design
- Physical Model (by 3rd Party)
- Special Inspections
- Survey
- Geotech
- Rainwater Harvesting Analysis
- Life Cycle Cost Analysis
- Multiple Bid Packages
- Record Documents
- Any printing required for Public Engagement Events, Task Force Meetings, or User Groups.

## **OWNER'S RESPONSIBILITIES**

Unless otherwise provided for under this Agreement, the County shall provide information in a timely manner regarding requirements for and limitations on the project.

The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the project. The Owner shall render decisions and approve the Contractor's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.

The Owner shall establish the Owner's budget for the project, including (1) the budget for the Cost of the Work as defined (2) the Owner's other costs; and, (3) reasonable contingencies related to all these costs. The Owner shall update the Owner's budget for the project as necessary throughout the duration of the project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Contractor. The Owner and the Contractor shall thereafter agree to a corresponding change in the project's scope and quality.

The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

The Owner shall coordinate the services of its own consultants with those services provided by the Contractor. Upon the Contractor's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Contractor in this Agreement or authorize the Contractor to furnish them as an Additional Service, when the Contractor requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and General Contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

The Owner shall furnish tests, inspections and reports required by law or the work product, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the project to meet the Owner's needs and interests.

*End of Scope of Work.*

## Fee Summary

4775-05 Gladstone Library Construction Administration  
 Clackamas County  
 07.12.2023

### A/E FEE SUMMARY

		FEE	5% CONSULTANT MARKUP	TOTAL	COMMENTS
<b>CA Basic Services</b>					
Architecture	Opsis + JA	\$275,000		\$275,000	
Structural	Catena	\$23,750	\$1,188	\$24,938	
Mechanical/Plumbing	Interface	\$12,000	\$600	\$12,600	
Electrical	Interface	\$11,000	\$550	\$11,550	
<b>Subtotal</b>		<b>\$321,750</b>		<b>\$324,088</b>	
<b>CA Supplemental Services</b>					
JA Site Visits	JA	\$5,280		\$5,280	3 Site Visits
Civil - CA	KPFF	\$6,500	\$326	\$6,826	
Landscape - CA	LHLA	\$16,000	\$800	\$16,800	
Fire Protection / sprinkler system design build - CA	Interface	\$2,000	\$100	\$2,100	
Fire detection and alarm system design build -CA	Interface	\$2,000	\$100	\$2,100	
Data/ telecommunications - CA	Interface	\$1,000	\$50	\$1,050	
Audio-video systems -CA	Interface	\$1,000	\$50	\$1,050	
Security system -CA	Interface	\$1,000	\$50	\$1,050	
Exterior lighting -CA	Interface	\$1,000	\$50	\$1,050	
Interior lighting -CA	Interface	\$2,000	\$100	\$2,100	
<b>Supplemental Services Subtotal</b>		<b>\$37,780</b>		<b>\$39,406</b>	
<b>TOTAL FEE</b>				<b>\$363,494</b>	
<b>Reimbursable Budget</b>				<b>\$1,800</b>	

EXHIBIT C- CONSTRUCTION SCHEDULE

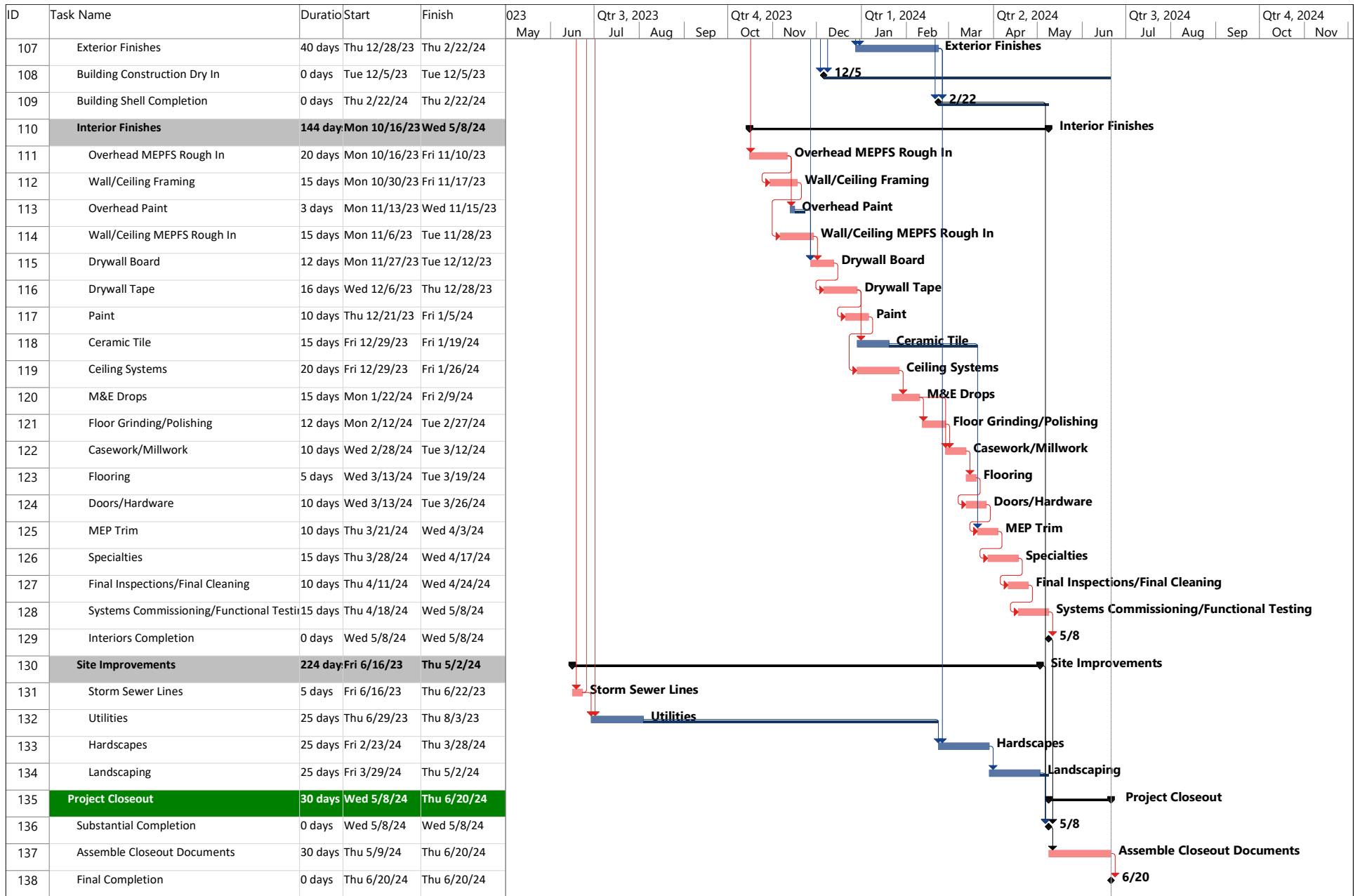
ID	Task Name	Duration	Start	Finish	2023		Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024	
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
1	<b>Gladstone Library</b>	607 days	Wed 2/2/22	Thu 6/20/24	Gladstone Library																		
2	<b>Critical Lead Time Procurement</b>	145 days	Wed 2/2/22	Thu 8/25/22																			
45	<b>Construction Period</b>	237 days	Mon 6/5/23	Wed 5/8/24	Construction Period																		
46	<b>Site Preparation</b>	12 days	Mon 6/5/23	Tue 6/20/23	Site Preparation																		
47	Mobilization	0 days	Mon 6/5/23	Mon 6/5/23	6/5																		
48	Temporary Barriers	1 day	Mon 6/5/23	Mon 6/5/23	Temporary Barriers																		
49	Erosion Control	2 days	Tue 6/6/23	Wed 6/7/23	Erosion Control																		
50	Mass Excavation/Fill	3 days	Thu 6/8/23	Mon 6/12/23	Mass Excavation/Fill																		
51	Building Pad	3 days	Tue 6/13/23	Thu 6/15/23	Building Pad																		
52	Shoring at Fire Station Foundation	3 days	Fri 6/16/23	Tue 6/20/23	Shoring at Fire Station Foundation																		
53	<b>Concrete Foundations</b>	29 days	Fri 6/23/23	Thu 8/3/23	Concrete Foundations																		
54	<b>Footings</b>	12 days	Fri 6/23/23	Tue 7/11/23	Footings																		
55	Excavation	4 days	Fri 6/23/23	Wed 6/28/23	Excavation																		
56	Form	6 days	Tue 6/27/23	Wed 7/5/23	Form																		
57	Reinforcing/Embeds	3 days	Fri 6/30/23	Wed 7/5/23	Reinforcing/Embeds																		
58	Place/Finish	2 days	Thu 7/6/23	Fri 7/7/23	Place/Finish																		
59	Strip	2 days	Mon 7/10/23	Tue 7/11/23	Strip																		
60	<b>Thickened Edge Slab on Grade</b>	17 days	Wed 7/12/23	Thu 8/3/23	Thickened Edge Slab on Grade																		
61	Form	6 days	Wed 7/12/23	Wed 7/19/23	Form																		
62	Fine Grade Rock	2 days	Fri 7/21/23	Mon 7/24/23	Fine Grade Rock																		
63	Vapor Barrier	2 days	Tue 7/25/23	Wed 7/26/23	Vapor Barrier																		
64	Reinforcing/Embeds	3 days	Thu 7/27/23	Mon 7/31/23	Reinforcing/Embeds																		
65	Place/Finish	1 day	Tue 8/1/23	Tue 8/1/23	Place/Finish																		
66	Strip/Clean Up	2 days	Wed 8/2/23	Thu 8/3/23	Strip/Clean Up																		
67	Under Slab Utilities	15 days	Thu 6/29/23	Thu 7/20/23	Under Slab Utilities																		
68	<b>Concrete Retaining Walls</b>	8 days	Mon 7/10/23	Wed 7/19/23	Concrete Retaining Walls																		
69	Form 1 Side	3 days	Mon 7/10/23	Wed 7/12/23	Form 1 Side																		
70	Reinforcing/Embeds	1 day	Wed 7/12/23	Wed 7/12/23	Reinforcing/Embeds																		
71	Form/Close Up	3 days	Thu 7/13/23	Mon 7/17/23	Form/Close Up																		
72	Place/Finish	1 day	Tue 7/18/23	Tue 7/18/23	Place/Finish																		
73	Strip Forms/Clean Up	1 day	Wed 7/19/23	Wed 7/19/23	Strip Forms/Clean Up																		
74	<b>Masonry Walls</b>	26 days	Mon 7/10/23	Mon 8/14/23	Masonry Walls																		

Project: Gladstone Library Proj  
Date: Tue 3/21/23

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

ID	Task Name	Duration	Start	Finish	2023		Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024	
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
75	1st Lift (5'-4")	3 days	Mon 7/10/23	Wed 7/12/23																			
76	2nd Lift (10'-8")	3 days	Fri 8/4/23	Tue 8/8/23																			
77	3rd Lift (Top Out)	3 days	Wed 8/9/23	Fri 8/11/23																			
78	Demob/Clean Up	1 day	Mon 8/14/23	Mon 8/14/23																			
79	<b>Structural Framing</b>	<b>43 days</b>	<b>Tue 8/15/23</b>	<b>Fri 10/13/23</b>																			
80	<b>Structural Steel Erection</b>	<b>20 days</b>	<b>Tue 8/15/23</b>	<b>Tue 9/12/23</b>																			
81	Columns/Beams/Purlins	18 days	Tue 8/15/23	Fri 9/8/23																			
82	Steel Decking/Misc. Connections	5 days	Wed 9/6/23	Tue 9/12/23																			
83	<b>Exterior Walls</b>	<b>25 days</b>	<b>Mon 9/11/23</b>	<b>Fri 10/13/23</b>																			
84	Wall Framing	20 days	Mon 9/11/23	Fri 10/6/23																			
85	Wall Sheathing	15 days	Mon 9/25/23	Fri 10/13/23																			
86	<b>Concrete Slab On Deck</b>	<b>24 days</b>	<b>Wed 9/13/23</b>	<b>Mon 10/16/23</b>																			
87	Reinforcing/Forming	3 days	Wed 9/13/23	Fri 9/15/23																			
88	Place/Finish	1 day	Mon 9/18/23	Mon 9/18/23																			
89	Cure Time	20 days	Tue 9/19/23	Mon 10/16/23																			
90	<b>Roofing</b>	<b>22 days</b>	<b>Mon 10/9/23</b>	<b>Tue 11/7/23</b>																			
91	Area 1	5 days	Mon 10/9/23	Fri 10/13/23																			
92	Area2	5 days	Mon 10/16/23	Fri 10/20/23																			
93	Mechanical Well	2 days	Mon 10/23/23	Tue 10/24/23																			
94	Detailing	10 days	Wed 10/25/23	Tue 11/7/23																			
95	<b>Exterior Openings</b>	<b>40 days</b>	<b>Mon 10/9/23</b>	<b>Tue 12/5/23</b>																			
96	WRB/SAM/Sill Pans	25 days	Mon 10/9/23	Fri 11/10/23																			
97	Area 1	5 days	Mon 10/23/23	Fri 10/27/23																			
98	Area 2	5 days	Mon 10/30/23	Fri 11/3/23																			
99	Area 3	5 days	Mon 11/6/23	Fri 11/10/23																			
100	Area 4	5 days	Mon 11/13/23	Fri 11/17/23																			
101	Entries	5 days	Mon 11/20/23	Tue 11/28/23																			
102	Glazing	5 days	Wed 11/29/23	Tue 12/5/23																			
103	<b>Hardie Exterior Skin System</b>	<b>40 days</b>	<b>Mon 10/30/23</b>	<b>Wed 12/27/23</b>																			
104	Flashings	10 days	Mon 10/30/23	Fri 11/10/23																			
105	Z Girts/Insulation	15 days	Mon 11/13/23	Tue 12/5/23																			
106	Hardie Panel	15 days	Wed 12/6/23	Wed 12/27/23																			

Project: Gladstone Library Proj Date: Tue 3/21/23	Task		Project Summary		Manual Task		Start-only		Deadline		Manual Progress	
	Split		Inactive Task		Duration-only		Finish-only		Critical		Slack	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Critical Split			
	Summary		Inactive Summary		Manual Summary		External Milestone		Progress			



Project: Gladstone Library Proj  
Date: Tue 3/21/23

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

**March 15, 2021**  
**Revision 1**

Reference: **Exhibit F – Construction Administration Contract Language**  
 Concord Property - (NCPRD Community Center, Park and Oak Lodge Library) &  
 Gladstone Library Project  
**Proposal for Additional Services: Design- Bidding Services**

This exhibit represents the Opsis Architecture proposal to incorporate the following language regarding construction administration into the existing contract (Contract #1642).

## **1. Procurement Phase Services**

**1.1. General:** The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner’s approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining negotiated proposals; (2) confirming responsiveness proposals; (3) determining the successful proposal, if any; and, (4) awarding and preparing contracts for construction.

### **1.2. Negotiated Proposals**

1.2.1. Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

1.2.2. The Architect shall assist the Owner in obtaining proposals by:

1.2.2.1. facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

1.2.2.2. organizing and participating in selection interviews with prospective contractors;

1.2.2.3. preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

1.2.2.4. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

1.2.3. If the Proposal Documents permit substitutions, upon the Owner’s written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## **2. Construction Phase Services**

### **2.1. General**

2.1.1. The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and as outlined in the CM/GC contract for construction. If the Owner and Contractor modify the CM/GC contract, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

2.1.2. The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

2.1.3. Subject to Section 2.6.5 of this Exhibit, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.



## **2.2. Evaluations of the Work**

- 2.2.1. The Architect shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.
- 2.2.2. The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- 2.2.3. The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- 2.2.4. Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- 2.2.5. Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

## **2.3. Certificates for Payment to Contractor**

- 2.3.1. The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.2 of this exhibit and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.
- 2.3.2. The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to

substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.3.3. The Architect shall maintain a record of the Applications and Certificates for Payment.

#### **2.4. Submittals**

2.4.1. The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

2.4.2. The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.4.3. If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

2.4.4. The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

2.4.5. The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### **2.5. Changes in the Work**

2.5.1. The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

2.5.2. The Architect shall maintain records relative to changes in the Work.

#### **2.6. Project Completion**

2.6.1. The Architect shall:

- 2.6.1.1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
  - 2.6.1.2. issue Certificates of Substantial Completion;
  - 2.6.1.3. forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
  - 2.6.1.4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- 2.6.2. The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- 2.6.3. When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- 2.6.4. The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
- 2.6.5. Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

### **3. Owner Responsibilities**

- 3.1.1. The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect’s services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect’s consultants shall be through the Architect.
- 3.1.2. Before executing the Contract for construction, the Owner shall coordinate the Architect’s duties and responsibilities set for in the Contract for Construction with the Architect’s services set forth in this Agreement. The Owner shall provide the Architect a signed copy of the General Conditions of the Contract for Construction from the executed agreement between the Owner and the Contractor.



July 17<sup>th</sup>, 2023

Jason Varga, Project Manager  
Clackamas County  
150 Beaver Creek Road  
Oregon City, OR 97045

Reference: Opsis Project No. 4775-01, Clackamas County Contract #1642  
Additional Services Request [Oak Lodge Library and Community Park Permitting and CA Services]

Dear Jason,

This letter represents the Opsis Architecture (hereby Opsis) request for additional services for the bidding/permitting services and construction administration of the Oak Lodge Library and Community Park..

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## SCOPE OF SERVICES

### Scope of Work

The Design Team understands the scope of work to be as described per Exhibit A: Scope Of Work

### Schedule

The Design Team understands the schedule as outlined below. Reference Exhibit C: Schedule for additional detail.

BIDDING/PERMITTING	July – September 2023
CONSTRUCTION	September 2023-December 2024

### Fee

We propose a fixed fee for services outlined above. Reference Exhibit B: Fee Summary.

### Consultants

Structural Engineer	Catena Consulting Engineers
Mechanical Engineer	Interface Engineering
Electrical Engineer	Interface Engineering
Plumbing Engineering	Interface Engineering

Civil Engineering	KPFF
Landscape	Lango Hansen Landscape Architects
Structural Engineer	Catena Consulting Engineers
Specifications	M. Thraikill Architect

## Reimbursables

Reimbursables are additional and include expenses incurred by Opsi and Consultants directly related to the project such as transportation, printing, deliveries, and other similar project-related costs. A 5% fee is applied to reimbursable expenses for processing.

## Invoicing

Invoices will be rendered once a month based on tasks completed, consultant fees, and reimbursable expenses incurred. Payments are due and payable upon presentation.

Please feel free to call me if you have any questions. We look forward to our continued work with you on the Concord Community Center

Sincerely,



**Mark Stoller**, AIA, LEED AP BD+C,  
Partner, Opsi Architecture LLP

## Enclosures:

- Exhibit A: Scope of Work
- Exhibit B: Design Fee Summary
- Exhibit C: Schedule
- Exhibit F: CA language

July 17, 2023

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## EXHIBIT A: SCOPE OF WORK

Work in this Contract will consist of bidding/permitting services and construction administration for Oak Lodge Library and Community Park.

The following scope of work and lump sum fee are based on the proposed 15,362 SF library, and community park as documented in the "100% Construction Documents" dated 05.24.2023. The estimated construction cost of this scope of work is estimated to be \$21,000,000. The assumed construction duration is September 2023- December 2024, based off of P&C's schedule dated 07.10.2023.

The renovation of the existing Concord Elementary School for use as the Concord Community Center is being managed under a separate proposal and scope of work. The playground design and construction administration is generally excluded from this scope of work, however, Opsis and consultants will coordinate with NCPRD's playground consultant to manage underground utility work in this area.

This proposed fee applies to a CMGC project delivery method with selected CMGC, P&C Construction. The Design Team understands the scope of work to be the following:

### Bidding and Permitting Phase

#### Tasks

- Services consisting of the preparation of one (1) Bid Package for either a lump sum bid, or the development of the Guaranteed Maximum Price (GMP) by CMGC Contractor.
- Services consisting of preparation of Addenda as may be required during bidding and including supplementary drawings and specifications.
- Services consisting of participation in pre-bid conferences, responses to questions from bidders, and clarification or interpretations of the bidding documents.
- Services consisting of consideration, analysis, comparisons, and recommendations relative to substitutions proposed by bidders during the bidding process.
- Services consisting of coordinating, compiling, and applying for required project permits through the AHJ (Clackamas County)
- Respond to questions and review comments as received from the AHJ.
- Provide a construction set that incorporates all AHJ revisions.

#### Meetings

- Weekly virtual OAC Meetings

### Construction Administration

- Services consisting of construction contract administrative functions including consultation, conferences, communications and progress reports.
- Coordination between the architectural work and the work of engineering and other involved consultants for the project. Reviewing and checking of documents (required submittals) prepared for the project.
- Services relating to applicable laws, statues, regulations and codes of regulating entities relating to the agency's interests during construction of the project.

- Services consisting of processing of submittals, including receipt, review of and appropriate action on shop drawings, product data, samples and other submittals required by the contract documents. Distribution of submittals to agency, contractor, and field representatives as required.
- Services consisting of visits to the site at intervals appropriate to the stage of construction or as otherwise agreed to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents, and preparing related reports and communications. Contractor to chair project meetings and prepare meeting minutes.
- Services consisting of preparation, reproduction and distribution of clarification documents and interpretations in response to requests for clarification by contractors or the user agency. Maintenance of records and coordination of communications relative to requests for clarification or information (RFI). Preparation, reproduction and distribution of drawings and specifications to describe work to be added, deleted or modified, review of proposals, review and recommend changes in time for substantial completion, assisting in the preparation of modifications of the contracts and coordination of communications, approvals, notifications, and record-keeping relative to changes in the work. Additional fees for changes to the scope of a project shall be negotiated.
- Services consisting of monitoring the progress of the contractors relative to established schedules and making status reports to the user agency.
- Services consisting of maintenance of records of payments on account of the contract and all changes thereto, evaluation of applications for payment and certification thereof, and review and evaluation of cost data submitted by the contractors for work performed.

#### Meetings

- Weekly virtual OAC Meetings
- Site visits every 2 weeks until steel erection starts, then every week or as needed.

### **SUPPLEMENTAL SERVICES**

The following services are *included* in the contract sum amount:

#### **JA Site Visits**

Johnston Architects site visits to monitor construction process.

#### Meetings

- (5) Site visits over the course of construction.

**Fire Sprinkler/Alarm** – Services consisting of the development of performance-based specifications of the Fire Protection Sprinkler Service and Fire Detection and Alarm Services and subsequent project conformance review of contractor design.

**Data/Communications** – Services consisting of the construction administration including RFI and submittal review relating to Data/Telecommunications systems.

**Audio/Visual** – Services consisting of the construction administration including RFI and submittal review relating to AV systems.

**Interior Lighting** - Services consisting of the construction administration including RFI and submittal review relating to interior lighting design.

**Exterior Lighting** - Services consisting of the construction administration including RFI and submittal review relating to exterior lighting design.

**Building Security** – Services consisting of construction administration including RFI and submittal review related to building security systems including a card key access entry system, intrusion detection systems, CCTV, and video surveillance.

**Civil** - Services consisting of construction administration related to site planning including layout of site features, building position, preliminary grading, location of paving for walkways, driveways and parking.

**Landscape-** Services consisting of the construction administration of above-ground site improvements, including the design of hardscape pedestrian paved areas, landscape plantings, irrigation and site furnishings.

### **EXCLUDED SERVICES**

The following services are excluded from the contract sum amount:

- Public Outreach and Task Force Engagement
- Ventilation Modeling
- Commissioning
- Building Envelope
- Paging System Design
- Advanced AV Systems Design
- Physical Model (by 3rd Party)
- Special Inspections
- Survey
- Geotech
- Rainwater Harvesting Analysis
- Life Cycle Cost Analysis
- Multiple Bid Packages
- Record Documents
- Any printing required for Public Engagement Events, Task Force Meetings, or User Groups.

### **OWNER'S RESPONSIBILITIES**

Unless otherwise provided for under this Agreement, the County shall provide information in a timely manner regarding requirements for and limitations on the project.

The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the project. The Owner shall render decisions and approve the Contractor's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.

The Owner shall establish the Owner's budget for the project, including (1) the budget for the Cost of the Work as defined (2) the Owner's other costs; and, (3) reasonable contingencies related to all these costs. The Owner shall update the Owner's budget for the project as necessary throughout the duration of the project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Contractor. The Owner and the Contractor shall thereafter agree to a corresponding change in the project's scope and quality.

The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

The Owner shall coordinate the services of its own consultants with those services provided by the Contractor. Upon the Contractor's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Contractor in this Agreement or authorize the Contractor to furnish them as an Additional Service, when the Contractor requests such



services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and General Contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

The Owner shall furnish tests, inspections and reports required by law or the work product, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the project to meet the Owner's needs and interests.

*End of Scope of Work.*

**Fee Summary**

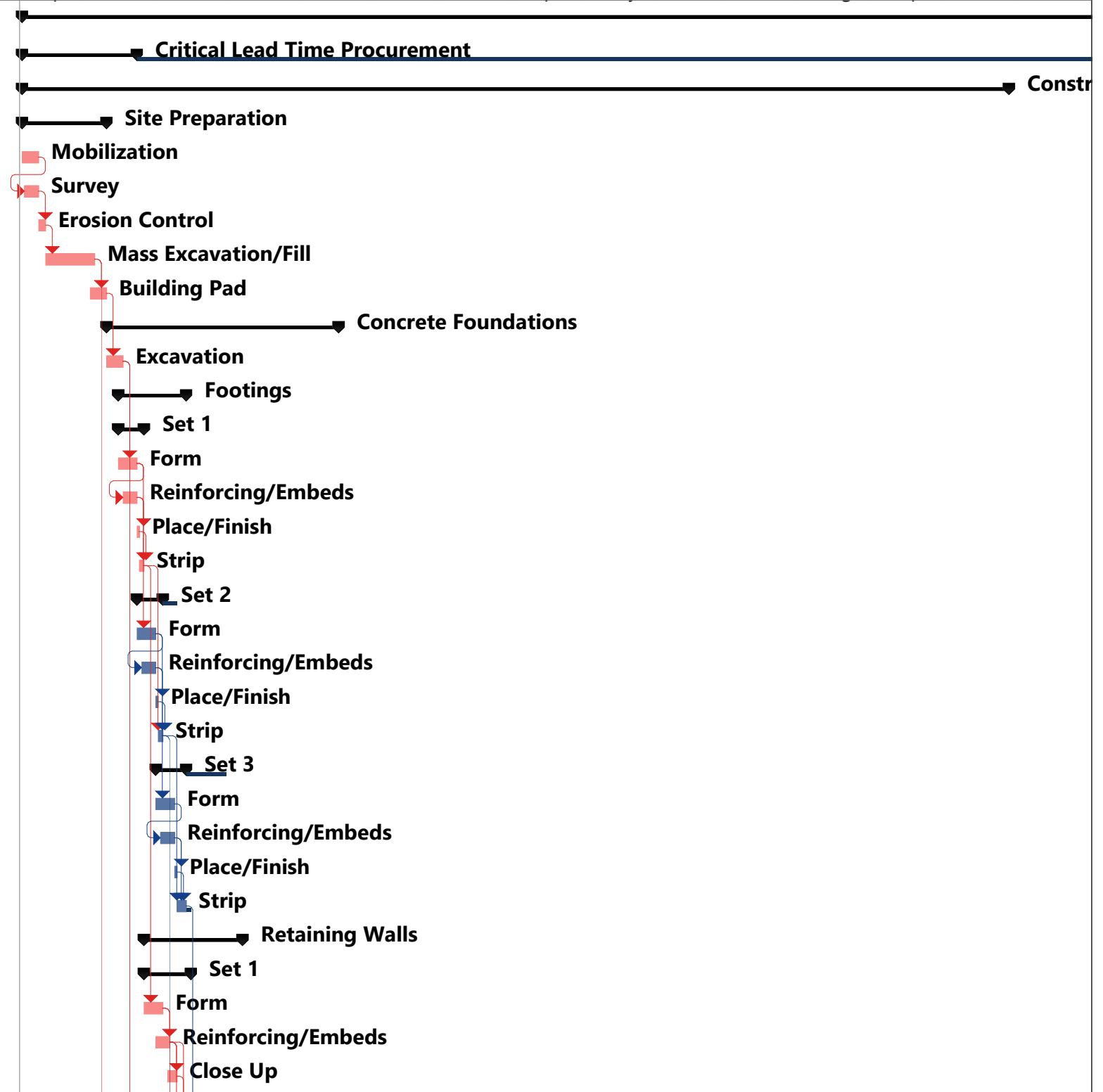
4775-07 Oak Lodge Library and Concord Community Park  
 Clackamas County  
 07.17.2023

A/E FEE SUMMARY					
		FEE	5% CONSULTANT MARKUP	TOTAL	COMMENTS
<b>Basic Services: Task 01: Permitting</b>					
Architecture	Opsis + JA	\$30,000		\$30,000	
Structural	Catena	\$15,000	\$750	\$15,750	
Mechanical	Interface	\$9,000	\$450	\$9,450	
Electrical	Interface	\$9,000	\$450	\$9,450	
<b>Subtotal</b>		<b>\$63,000</b>		<b>\$64,650</b>	
<b>Basic Services Task 02: Construction Administration / Close out</b>					
Architecture	Opsis + JA	\$393,000		\$393,000	
Structural	Catena	\$45,000	\$2,250	\$47,250	
Mechanical	Interface	\$22,000	\$1,100	\$23,100	
Electrical	Interface	\$18,000	\$900	\$18,900	
<b>Subtotal</b>		<b>\$478,000</b>		<b>\$482,250</b>	
<b>Supplemental Services</b>					
Fire Protection/ Sprinkler System Design Build	Interface	\$4,000	\$200	\$4,200	
Fire detection and alarm system design build	Interface	\$4,000	\$200	\$4,200	
Data/Telecommunications	Interface	\$3,000	\$150	\$3,150	
Audio - Video Systems	Interface	\$3,000	\$150	\$3,150	
Security System	Interface	\$3,000	\$150	\$3,150	
Exterior Lighting	Interface	\$2,000	\$100	\$2,100	
Interior Lighting	Interface	\$5,000	\$250	\$5,250	
Civil	KPFF	\$32,500	\$1,626	\$34,126	
Landscape	LHLA	\$26,000	\$1,300	\$27,300	
JA Site Visits		\$8,800		\$8,800	5 Site Visits
<b>Supplemental - Subtotal</b>		<b>\$91,300</b>		<b>\$95,426</b>	
<b>TOTAL FEE</b>				<b>\$642,326</b>	
<b>Reimbursable Budget</b>				<b>\$2,000</b>	

Split 50/50 between NCPRD & Library

	<u>Library Costs</u>	<u>NCPRD Costs</u>
Task #1 - Permitting	32,325	32,325
Task #2 - Basic Services	241,125	241,125
Task #2 - Supplemental	63,663	31,763
Reimbursables	1,000	1,000
<b>Total</b>	<b>338,113</b>	<b>306,213</b>

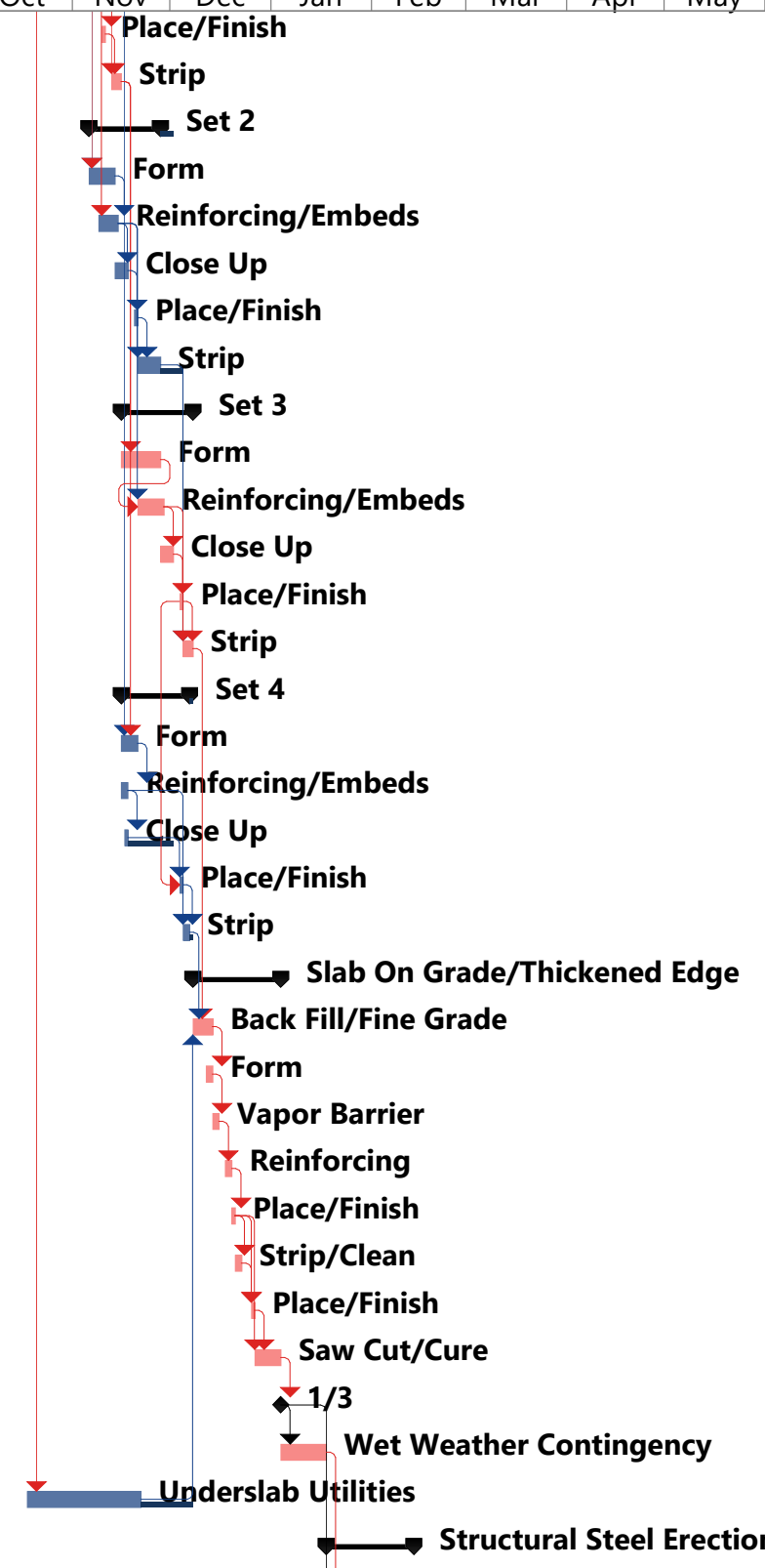
ID	Task Name	Duration	Start	Finish	Qtr 3, 2023			Qtr 4, 2023				Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024	
					Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
1	<b>Oak Lodge Library Project</b>	<b>324 days?</b>	<b>Tue 9/5/23</b>	<b>Thu 12/12/24</b>																		
2	<b>Critical Lead Time Procurement</b>	<b>35 days?</b>	<b>Tue 9/5/23</b>	<b>Mon 10/23/23</b>																		
107	<b>Construction Period</b>	<b>294 days</b>	<b>Tue 9/5/23</b>	<b>Tue 10/29/24</b>																		
108	<b>Site Preparation</b>	<b>26 days</b>	<b>Tue 9/5/23</b>	<b>Tue 10/10/23</b>																		
109	Mobilization	5 days	Tue 9/5/23	Mon 9/11/23																		
110	Survey	4 days	Wed 9/6/23	Mon 9/11/23																		
111	Erosion Control	3 days	Tue 9/12/23	Thu 9/14/23																		
112	Mass Excavation/Fill	15 days	Fri 9/15/23	Thu 10/5/23																		
113	Building Pad	5 days	Wed 10/4/23	Tue 10/10/23																		
114	<b>Concrete Foundations</b>	<b>67 days</b>	<b>Wed 10/11/23</b>	<b>Wed 1/17/24</b>																		
115	Excavation	5 days	Wed 10/11/23	Tue 10/17/23																		
116	<b>Footings</b>	<b>21 days</b>	<b>Mon 10/16/23</b>	<b>Mon 11/13/23</b>																		
117	<b>Set 1</b>	<b>9 days</b>	<b>Mon 10/16/23</b>	<b>Thu 10/26/23</b>																		
118	Form	6 days	Mon 10/16/23	Mon 10/23/23																		
119	Reinforcing/Embeds	4 days	Wed 10/18/23	Mon 10/23/23																		
120	Place/Finish	1 day	Tue 10/24/23	Tue 10/24/23																		
121	Strip	2 days	Wed 10/25/23	Thu 10/26/23																		
122	<b>Set 2</b>	<b>9 days</b>	<b>Tue 10/24/23</b>	<b>Fri 11/3/23</b>																		
123	Form	6 days	Tue 10/24/23	Tue 10/31/23																		
124	Reinforcing/Embeds	4 days	Thu 10/26/23	Tue 10/31/23																		
125	Place/Finish	1 day	Wed 11/1/23	Wed 11/1/23																		
126	Strip	2 days	Thu 11/2/23	Fri 11/3/23																		
127	<b>Set 3</b>	<b>9 days</b>	<b>Wed 11/1/23</b>	<b>Mon 11/13/23</b>																		
128	Form	6 days	Wed 11/1/23	Wed 11/8/23																		
129	Reinforcing/Embeds	4 days	Fri 11/3/23	Wed 11/8/23																		
130	Place/Finish	1 day	Thu 11/9/23	Thu 11/9/23																		
131	Strip	2 days	Fri 11/10/23	Mon 11/13/23																		
132	<b>Retaining Walls</b>	<b>28 days</b>	<b>Fri 10/27/23</b>	<b>Thu 12/7/23</b>																		
133	<b>Set 1</b>	<b>14 days</b>	<b>Fri 10/27/23</b>	<b>Wed 11/15/23</b>																		
134	Form	6 days	Fri 10/27/23	Fri 11/3/23																		
135	Reinforcing/Embeds	4 days	Wed 11/1/23	Mon 11/6/23																		
136	Close Up	4 days	Mon 11/6/23	Thu 11/9/23																		



Project: Oak Lodge Library Proj  
Date: Mon 7/10/23

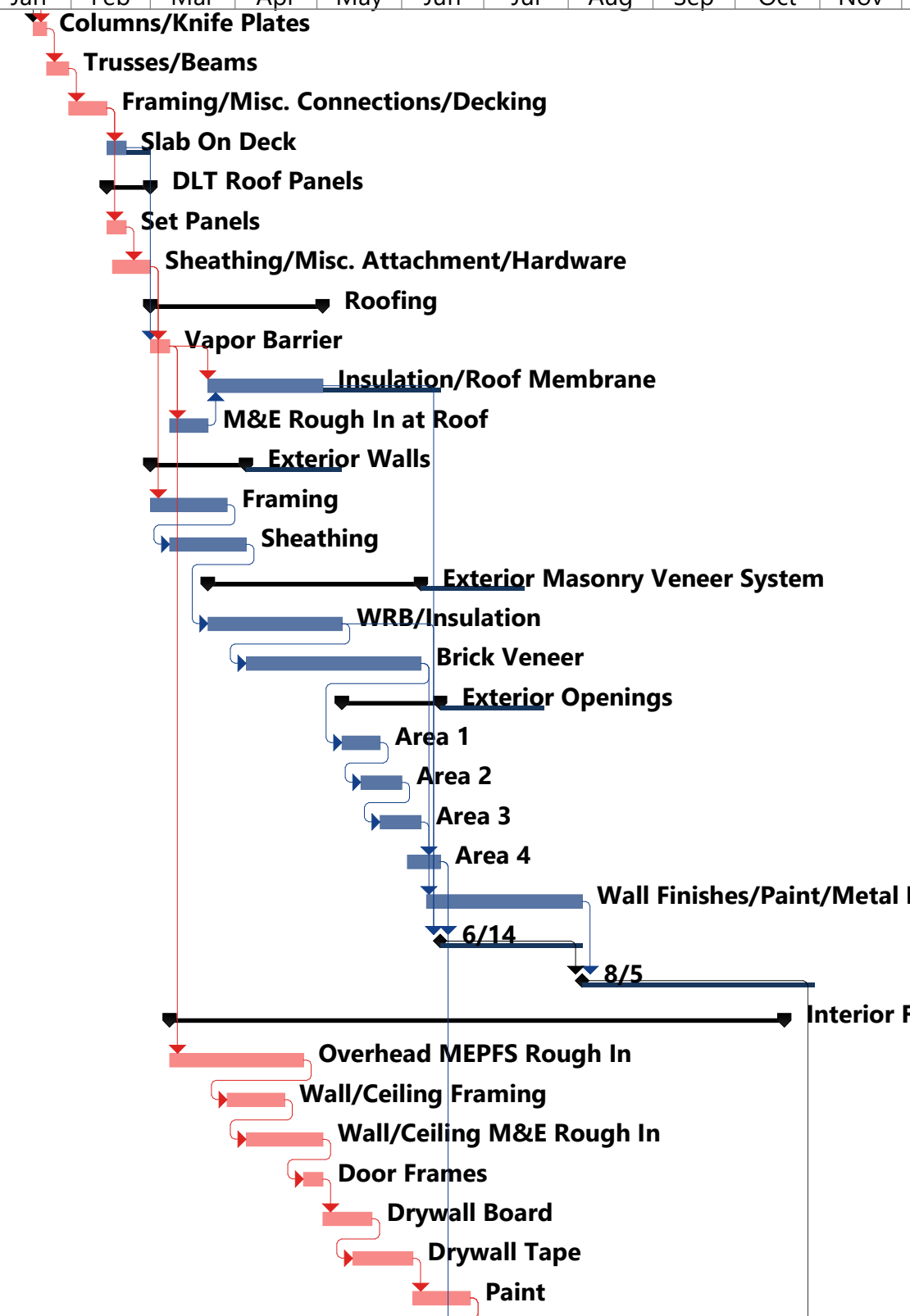
Task		Project Summary		Manual Task		Start-only		Deadline		Manual Progress	
Split		Inactive Task		Duration-only		Finish-only		Critical		Slack	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Critical Split			
Summary		Inactive Summary		Manual Summary		External Milestone		Progress			

ID	Task Name	Duration	Start	Finish	Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024	
					Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
137	Place/Finish	1 day	Fri 11/10/23	Fri 11/10/23																	
138	Strip	3 days	Mon 11/13/23	Wed 11/15/23																	
139	<b>Set 2</b>	<b>14 days</b>	<b>Mon 11/6/23</b>	<b>Mon 11/27/23</b>																	
140	Form	6 days	Mon 11/6/23	Mon 11/13/23																	
141	Reinforcing/Embeds	4 days	Thu 11/9/23	Tue 11/14/23																	
142	Close Up	4 days	Tue 11/14/23	Fri 11/17/23																	
143	Place/Finish	1 day	Mon 11/20/23	Mon 11/20/23																	
144	Strip	3 days	Tue 11/21/23	Mon 11/27/23																	
145	<b>Set 3</b>	<b>14 days</b>	<b>Thu 11/16/23</b>	<b>Thu 12/7/23</b>																	
146	Form	6 days	Thu 11/16/23	Mon 11/27/23																	
147	Reinforcing/Embeds	4 days	Tue 11/21/23	Tue 11/28/23																	
148	Close Up	4 days	Tue 11/28/23	Fri 12/1/23																	
149	Place/Finish	1 day	Mon 12/4/23	Mon 12/4/23																	
150	Strip	3 days	Tue 12/5/23	Thu 12/7/23																	
151	<b>Set 4</b>	<b>13 days</b>	<b>Thu 11/16/23</b>	<b>Wed 12/6/23</b>																	
152	Form	3 days	Thu 11/16/23	Mon 11/20/23																	
153	Reinforcing/Embeds	2 days	Thu 11/16/23	Fri 11/17/23																	
154	Close Up	1 day	Fri 11/17/23	Fri 11/17/23																	
155	Place/Finish	1 day	Mon 12/4/23	Mon 12/4/23																	
156	Strip	2 days	Tue 12/5/23	Wed 12/6/23																	
157	<b>Slab On Grade/Thickened Edge</b>	<b>17 days</b>	<b>Fri 12/8/23</b>	<b>Wed 1/3/24</b>																	
158	Back Fill/Fine Grade	4 days	Fri 12/8/23	Wed 12/13/23																	
159	Form	2 days	Tue 12/12/23	Wed 12/13/23																	
160	Vapor Barrier	2 days	Thu 12/14/23	Fri 12/15/23																	
161	Reinforcing	2 days	Mon 12/18/23	Tue 12/19/23																	
162	Place/Finish	1 day	Wed 12/20/23	Wed 12/20/23																	
163	Strip/Clean	2 days	Thu 12/21/23	Fri 12/22/23																	
164	Place/Finish	1 day	Tue 12/26/23	Tue 12/26/23																	
165	Saw Cut/Cure	5 days	Wed 12/27/23	Wed 1/3/24																	
166	Concrete Foundations Complete	0 days	Wed 1/3/24	Wed 1/3/24																	
167	Wet Weather Contingency	10 days	Thu 1/4/24	Wed 1/17/24																	
168	Underslab Utilities	25 days	Wed 10/18/23	Tue 11/21/23																	
169	<b>Structural Steel Erection</b>	<b>19 days</b>	<b>Thu 1/18/24</b>	<b>Tue 2/13/24</b>																	



Project: Oak Lodge Library Proj Date: Mon 7/10/23	Task		Project Summary		Manual Task		Start-only		Deadline		Manual Progress	
	Split		Inactive Task		Duration-only		Finish-only		Critical		Slack	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Critical Split			
	Summary		Inactive Summary		Manual Summary		External Milestone		Progress			

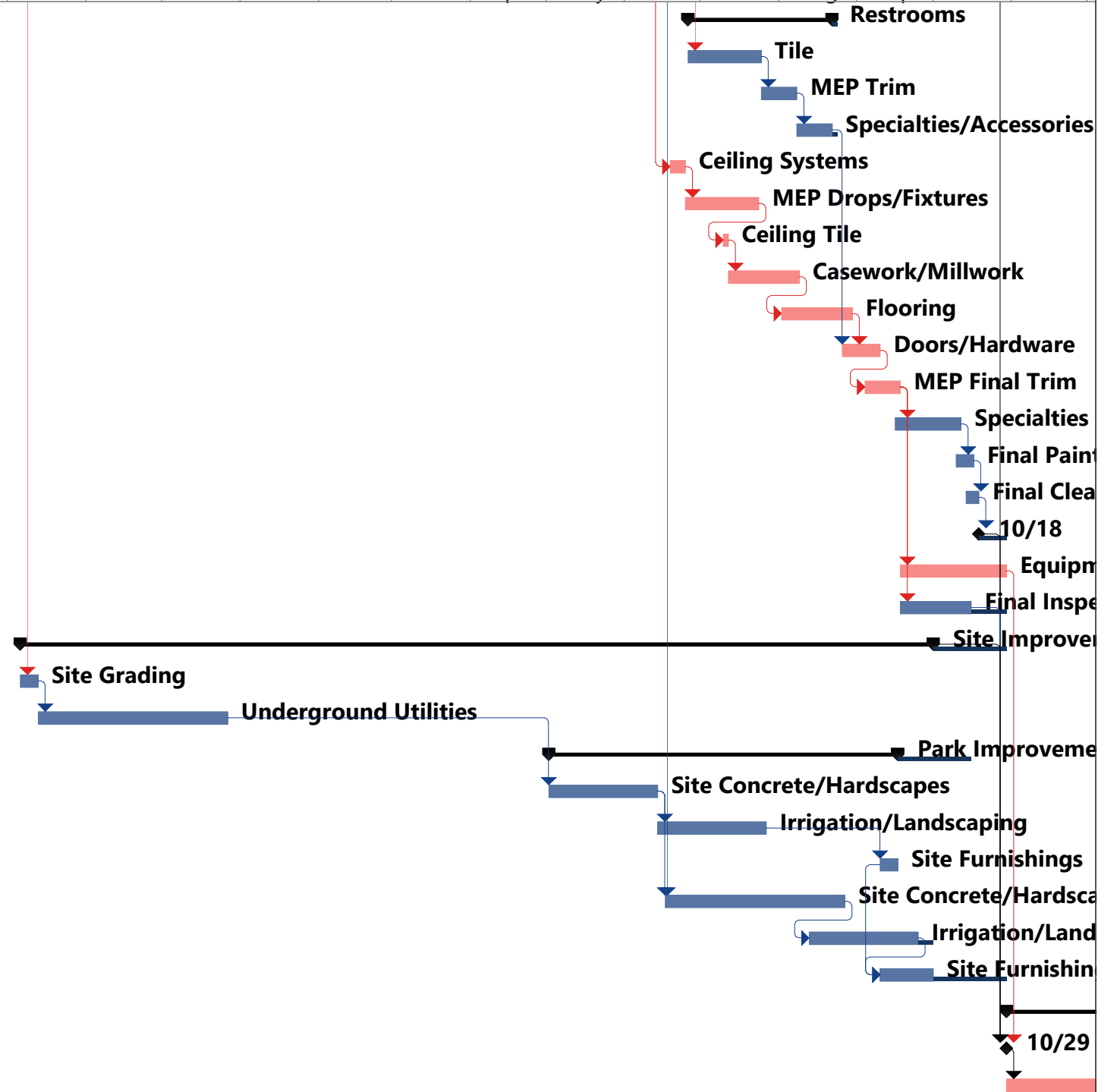
ID	Task Name	Duration	Start	Finish	Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024	
					Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
170	Columns/Knife Plates	3 days	Thu 1/18/24	Mon 1/22/24																	
171	Trusses/Beams	6 days	Tue 1/23/24	Tue 1/30/24																	
172	Framing/Misc. Connections/Decking	10 days	Wed 1/31/24	Tue 2/13/24																	
173	<b>Slab On Deck</b>	5 days	Wed 2/14/24	Tue 2/20/24																	
174	<b>DLT Roof Panels</b>	<b>12 days</b>	<b>Wed 2/14/24</b>	<b>Thu 2/29/24</b>																	
175	Set Panels	5 days	Wed 2/14/24	Tue 2/20/24																	
176	Sheathing/Misc. Attachment/Hardware	10 days	Fri 2/16/24	Thu 2/29/24																	
177	<b>Roofing</b>	<b>45 days</b>	<b>Fri 3/1/24</b>	<b>Thu 5/2/24</b>																	
178	Vapor Barrier	5 days	Fri 3/1/24	Thu 3/7/24																	
179	Insulation/Roof Membrane	30 days	Fri 3/22/24	Thu 5/2/24																	
180	<b>M&amp;E Rough In at Roof</b>	10 days	Fri 3/8/24	Thu 3/21/24																	
181	<b>Exterior Walls</b>	<b>25 days</b>	<b>Fri 3/1/24</b>	<b>Thu 4/4/24</b>																	
182	Framing	20 days	Fri 3/1/24	Thu 3/28/24																	
183	Sheathing	20 days	Fri 3/8/24	Thu 4/4/24																	
184	<b>Exterior Masonry Veneer System</b>	<b>55 days</b>	<b>Fri 3/22/24</b>	<b>Fri 6/7/24</b>																	
185	WRB/Insulation	35 days	Fri 3/22/24	Thu 5/9/24																	
186	Brick Veneer	45 days	Fri 4/5/24	Fri 6/7/24																	
187	<b>Exterior Openings</b>	<b>25 days</b>	<b>Fri 5/10/24</b>	<b>Fri 6/14/24</b>																	
188	Area 1	10 days	Fri 5/10/24	Thu 5/23/24																	
189	Area 2	10 days	Fri 5/17/24	Fri 5/31/24																	
190	Area 3	10 days	Fri 5/24/24	Fri 6/7/24																	
191	Area 4	10 days	Mon 6/3/24	Fri 6/14/24																	
192	Wall Finishes/Paint/Metal Panels	40 days	Mon 6/10/24	Mon 8/5/24																	
193	Building Construction Dry In	0 days	Fri 6/14/24	Fri 6/14/24																	
194	Building Shell Completion	0 days	Mon 8/5/24	Mon 8/5/24																	
195	<b>Interior Finishes</b>	<b>158 days</b>	<b>Fri 3/8/24</b>	<b>Fri 10/18/24</b>																	
196	Overhead MEPFS Rough In	35 days	Fri 3/8/24	Thu 4/25/24																	
197	Wall/Ceiling Framing	15 days	Fri 3/29/24	Thu 4/18/24																	
198	Wall/Ceiling M&E Rough In	20 days	Fri 4/5/24	Thu 5/2/24																	
199	Door Frames	5 days	Fri 4/26/24	Thu 5/2/24																	
200	Drywall Board	12 days	Fri 5/3/24	Mon 5/20/24																	
201	Drywall Tape	15 days	Tue 5/14/24	Tue 6/4/24																	
202	Paint	15 days	Wed 6/5/24	Tue 6/25/24																	



Project: Oak Lodge Library Proj  
Date: Mon 7/10/23

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

ID	Task Name	Duration	Start	Finish	Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024	
					Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
203	<b>Restrooms</b>	<b>40 days</b>	<b>Wed 6/26/24</b>	<b>Wed 8/21/24</b>																	
204	Tile	20 days	Wed 6/26/24	Wed 7/24/24																	
205	MEP Trim	10 days	Thu 7/25/24	Wed 8/7/24																	
206	Specialties/Accessories	10 days	Thu 8/8/24	Wed 8/21/24																	
207	Ceiling Systems	4 days	Wed 6/19/24	Mon 6/24/24																	
208	MEP Drops/Fixtures	20 days	Tue 6/25/24	Tue 7/23/24																	
209	Ceiling Tile	2 days	Wed 7/10/24	Thu 7/11/24																	
210	Casework/Millwork	20 days	Fri 7/12/24	Thu 8/8/24																	
211	Flooring	20 days	Fri 8/2/24	Thu 8/29/24																	
212	Doors/Hardware	10 days	Mon 8/26/24	Mon 9/9/24																	
213	MEP Final Trim	10 days	Wed 9/4/24	Tue 9/17/24																	
214	Specialties	20 days	Mon 9/16/24	Fri 10/11/24																	
215	Final Paint	5 days	Thu 10/10/24	Wed 10/16/24																	
216	Final Cleaning	5 days	Mon 10/14/24	Fri 10/18/24																	
217	Interiors Completion	0 days	Fri 10/18/24	Fri 10/18/24																	
218	Equipment Commissioning/Functional Testing	30 days	Wed 9/18/24	Tue 10/29/24																	
219	Final Inspections	20 days	Wed 9/18/24	Tue 10/15/24																	
220	<b>Site Improvements</b>	<b>250 days</b>	<b>Fri 10/6/23</b>	<b>Mon 9/30/24</b>																	
221	Site Grading	5 days	Fri 10/6/23	Thu 10/12/23																	
222	Underground Utilities	50 days	Fri 10/13/23	Tue 12/26/23																	
223	<b>Park Improvements</b>	<b>95 days</b>	<b>Thu 5/2/24</b>	<b>Mon 9/16/24</b>																	
224	Site Concrete/Hardscapes	30 days	Thu 5/2/24	Thu 6/13/24																	
225	Irrigation/Landscaping	30 days	Fri 6/14/24	Fri 7/26/24																	
226	Site Furnishings	5 days	Tue 9/10/24	Mon 9/16/24																	
227	Site Concrete/Hardscapes	50 days	Mon 6/17/24	Mon 8/26/24																	
228	Irrigation/Landscaping	30 days	Tue 8/13/24	Tue 9/24/24																	
229	Site Furnishings	15 days	Tue 9/10/24	Mon 9/30/24																	
230	<b>Project Closeout</b>	<b>30 days</b>	<b>Tue 10/29/24</b>	<b>Thu 12/12/24</b>																	
231	Substantial Completion (TCO)	0 days	Tue 10/29/24	Tue 10/29/24																	
232	Assemble Closeout Documents/Owner Training	30 days	Wed 10/30/24	Thu 12/12/24																	
233	Final Completion	0 days	Thu 12/12/24	Thu 12/12/24																	



Project: Oak Lodge Library Proj  
Date: Mon 7/10/23

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

**March 15, 2021**  
**Revision 1**

Reference: **Exhibit F – Construction Administration Contract Language**  
 Concord Property - (NCPRD Community Center, Park and Oak Lodge Library) &  
 Gladstone Library Project  
**Proposal for Additional Services: Design- Bidding Services**

This exhibit represents the Opsis Architecture proposal to incorporate the following language regarding construction administration into the existing contract (Contract #1642).

## **1. Procurement Phase Services**

**1.1. General:** The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner’s approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining negotiated proposals; (2) confirming responsiveness proposals; (3) determining the successful proposal, if any; and, (4) awarding and preparing contracts for construction.

### **1.2. Negotiated Proposals**

1.2.1. Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

1.2.2. The Architect shall assist the Owner in obtaining proposals by:

1.2.2.1. facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

1.2.2.2. organizing and participating in selection interviews with prospective contractors;

1.2.2.3. preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

1.2.2.4. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

1.2.3. If the Proposal Documents permit substitutions, upon the Owner’s written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## **2. Construction Phase Services**

### **2.1. General**

2.1.1. The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and as outlined in the CM/GC contract for construction. If the Owner and Contractor modify the CM/GC contract, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

2.1.2. The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

2.1.3. Subject to Section 2.6.5 of this Exhibit, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.



## **2.2. Evaluations of the Work**

- 2.2.1. The Architect shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.
- 2.2.2. The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- 2.2.3. The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- 2.2.4. Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- 2.2.5. Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

## **2.3. Certificates for Payment to Contractor**

- 2.3.1. The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.2 of this exhibit and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.
- 2.3.2. The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to



substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.3.3. The Architect shall maintain a record of the Applications and Certificates for Payment.

#### **2.4. Submittals**

2.4.1. The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

2.4.2. The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.4.3. If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

2.4.4. The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

2.4.5. The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### **2.5. Changes in the Work**

2.5.1. The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

2.5.2. The Architect shall maintain records relative to changes in the Work.

#### **2.6. Project Completion**

2.6.1. The Architect shall:

- 2.6.1.1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
  - 2.6.1.2. issue Certificates of Substantial Completion;
  - 2.6.1.3. forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
  - 2.6.1.4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- 2.6.2. The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- 2.6.3. When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- 2.6.4. The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
- 2.6.5. Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

### **3. Owner Responsibilities**

- 3.1.1. The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect’s services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect’s consultants shall be through the Architect.
- 3.1.2. Before executing the Contract for construction, the Owner shall coordinate the Architect’s duties and responsibilities set for in the Contract for Construction with the Architect’s services set forth in this Agreement. The Owner shall provide the Architect a signed copy of the General Conditions of the Contract for Construction from the executed agreement between the Owner and the Contractor.



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

**Memorandum**

**To:** Dan Johnson, DTD Director  
**From:** Jason Varga  
**Subject:** Opsis Amendment #5 – Construction Services  
**Date:** 7/31/2023

**Background & Proposal**

We are requesting a contract amendment for Opsis Architects for construction administration services for the Gladstone Library and Oak Lodge Library. This proposal is based off of the construction schedule for each project. Proposal includes the project clarifications & assumptions, fees and schedule.

The proposal includes such services as submittal reviews, review and responses to contractor requests for information, site observations, payment application reviews and project closeout documentation.

These costs all fall within the approved overall budget costs the Board of Commissioners approved at the May 17<sup>th</sup> Policy Session.

The attached proposals include costs that will be funded by the County. They break down as follows:

Gladstone Library = \$363,494(ARPA Eligible)  
 Oak Lodge Library = \$338,113

**Contract Amendment Table**

<b>Contractor Name and address</b>	Opsis Architecture LLP 920 NW 17 <sup>th</sup> Ave. Portland, OR 97209
<b>Original Contract Amount:</b>	\$996,916
<b>First Amendment Contract Amount:</b>	\$0 – Revised Total Contract Value - \$996,916
<b>Second Amendment Contract Amount:</b>	\$4,013,148 – Revised Total Contract Value - \$5,010,064
<b>Third Amendment Contract Amount:</b>	\$0 – Revised Total Contract Value - \$5,010,064
<b>Fourth Amendment Contract Amount:</b>	\$71,246 – Revised Total Contract Value - \$5,081,310

December 2021

<b>Fifth Amendment Contract Amount:</b>	\$701,607 – Revised Total Contract Value - \$5,782,917						
<b>Original Contract Date:</b>	Through January 30, 2021						
<b>New Contract Date:</b>	Through January 30, 2025						
<b>Is this Item in the current FY budget?</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, explain:						
<b>Account String:</b>							
	<b>MFR Accounting Tag</b>	<b>Fund</b>	<b>Account</b>	<b>Service (Optional)</b>	<b>PC Bus Unit</b>	<b>Project (Optional)</b>	<b>Activity (Optional)</b>
<b>County General Fund/Oak Lodge District Revenue</b>	500505	212	48150	50050501	CLCK	500518101	03
<b><i>Gladstone ARPA Loss Revenue</i></b>	500502	212	48150	50050201	CLCK	230121015	6.1
<b>County General Fund Gladstone Library</b>	500502	212	48150	50050201	CLCK	500518101	03
<b>County ARPA Gladstone Library</b>	500502	230	48150	50050201	CLCK	230121015	2.37



July 17<sup>th</sup>, 2023

Jason Varga, Project Manager  
Clackamas County  
150 Beaver Creek Road  
Oregon City, OR 97045

Reference: Opsis Project No. 4775-01, Clackamas County Contract #1642  
Additional Services Request [Oak Lodge Library and Community Park Permitting and CA Services]

Dear Jason,

This letter represents the Opsis Architecture (hereby Opsis) request for additional services for the bidding/permitting services and construction administration of the Oak Lodge Library and Community Park..

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## SCOPE OF SERVICES

### Scope of Work

The Design Team understands the scope of work to be as described per Exhibit A: Scope Of Work

### Schedule

The Design Team understands the schedule as outlined below. Reference Exhibit C: Schedule for additional detail.

BIDDING/PERMITTING	July – September 2023
CONSTRUCTION	September 2023-December 2024

### Fee

We propose a fixed fee for services outlined above. Reference Exhibit B: Fee Summary.

### Consultants

Structural Engineer	Catena Consulting Engineers
Mechanical Engineer	Interface Engineering
Electrical Engineer	Interface Engineering
Plumbing Engineering	Interface Engineering

Civil Engineering	KPFF
Landscape	Lango Hansen Landscape Architects
Structural Engineer	Catena Consulting Engineers
Specifications	M. Thraillkill Architect

## Reimbursables

Reimbursables are additional and include expenses incurred by Opsi and Consultants directly related to the project such as transportation, printing, deliveries, and other similar project-related costs. A 5% fee is applied to reimbursable expenses for processing.

## Invoicing

Invoices will be rendered once a month based on tasks completed, consultant fees, and reimbursable expenses incurred. Payments are due and payable upon presentation.

Please feel free to call me if you have any questions. We look forward to our continued work with you on the Concord Community Center

Sincerely,



**Mark Stoller**, AIA, LEED AP BD+C,  
Partner, Opsi Architecture LLP

## Enclosures:

- Exhibit A: Scope of Work
- Exhibit B: Design Fee Summary
- Exhibit C: Schedule
- Exhibit F: CA language

July 17, 2023

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## EXHIBIT A: SCOPE OF WORK

Work in this Contract will consist of bidding/permitting services and construction administration for Oak Lodge Library and Community Park.

The following scope of work and lump sum fee are based on the proposed 15,362 SF library, and community park as documented in the "100% Construction Documents" dated 05.24.2023. The estimated construction cost of this scope of work is estimated to be \$21,000,000. The assumed construction duration is September 2023- December 2024, based off of P&C's schedule dated 07.10.2023.

The renovation of the existing Concord Elementary School for use as the Concord Community Center is being managed under a separate proposal and scope of work. The playground design and construction administration is generally excluded from this scope of work, however, Opsis and consultants will coordinate with NCPRD's playground consultant to manage underground utility work in this area.

This proposed fee applies to a CMGC project delivery method with selected CMGC, P&C Construction. The Design Team understands the scope of work to be the following:

### Bidding and Permitting Phase

#### Tasks

- Services consisting of the preparation of one (1) Bid Package for either a lump sum bid, or the development of the Guaranteed Maximum Price (GMP) by CMGC Contractor.
- Services consisting of preparation of Addenda as may be required during bidding and including supplementary drawings and specifications.
- Services consisting of participation in pre-bid conferences, responses to questions from bidders, and clarification or interpretations of the bidding documents.
- Services consisting of consideration, analysis, comparisons, and recommendations relative to substitutions proposed by bidders during the bidding process.
- Services consisting of coordinating, compiling, and applying for required project permits through the AHJ (Clackamas County)
- Respond to questions and review comments as received from the AHJ.
- Provide a construction set that incorporates all AHJ revisions.

#### Meetings

- Weekly virtual OAC Meetings

### Construction Administration

- Services consisting of construction contract administrative functions including consultation, conferences, communications and progress reports.
- Coordination between the architectural work and the work of engineering and other involved consultants for the project. Reviewing and checking of documents (required submittals) prepared for the project.
- Services relating to applicable laws, statues, regulations and codes of regulating entities relating to the agency's interests during construction of the project.

- Services consisting of processing of submittals, including receipt, review of and appropriate action on shop drawings, product data, samples and other submittals required by the contract documents. Distribution of submittals to agency, contractor, and field representatives as required.
- Services consisting of visits to the site at intervals appropriate to the stage of construction or as otherwise agreed to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents, and preparing related reports and communications. Contractor to chair project meetings and prepare meeting minutes.
- Services consisting of preparation, reproduction and distribution of clarification documents and interpretations in response to requests for clarification by contractors or the user agency. Maintenance of records and coordination of communications relative to requests for clarification or information (RFI). Preparation, reproduction and distribution of drawings and specifications to describe work to be added, deleted or modified, review of proposals, review and recommend changes in time for substantial completion, assisting in the preparation of modifications of the contracts and coordination of communications, approvals, notifications, and record-keeping relative to changes in the work. Additional fees for changes to the scope of a project shall be negotiated.
- Services consisting of monitoring the progress of the contractors relative to established schedules and making status reports to the user agency.
- Services consisting of maintenance of records of payments on account of the contract and all changes thereto, evaluation of applications for payment and certification thereof, and review and evaluation of cost data submitted by the contractors for work performed.

#### Meetings

- Weekly virtual OAC Meetings
- Site visits every 2 weeks until steel erection starts, then every week or as needed.

### **SUPPLEMENTAL SERVICES**

The following services are *included* in the contract sum amount:

#### **JA Site Visits**

Johnston Architects site visits to monitor construction process.

#### Meetings

- (5) Site visits over the course of construction.

**Fire Sprinkler/Alarm** – Services consisting of the development of performance-based specifications of the Fire Protection Sprinkler Service and Fire Detection and Alarm Services and subsequent project conformance review of contractor design.

**Data/Communications** – Services consisting of the construction administration including RFI and submittal review relating to Data/Telecommunications systems.

**Audio/Visual** – Services consisting of the construction administration including RFI and submittal review relating to AV systems.

**Interior Lighting** - Services consisting of the construction administration including RFI and submittal review relating to interior lighting design.

**Exterior Lighting** - Services consisting of the construction administration including RFI and submittal review relating to exterior lighting design.

**Building Security** – Services consisting of construction administration including RFI and submittal review related to building security systems including a card key access entry system, intrusion detection systems, CCTV, and video surveillance.

**Civil** - Services consisting of construction administration related to site planning including layout of site features, building position, preliminary grading, location of paving for walkways, driveways and parking.



**Landscape-** Services consisting of the construction administration of above-ground site improvements, including the design of hardscape pedestrian paved areas, landscape plantings, irrigation and site furnishings.

### **EXCLUDED SERVICES**

The following services are excluded from the contract sum amount:

- Public Outreach and Task Force Engagement
- Ventilation Modeling
- Commissioning
- Building Envelope
- Paging System Design
- Advanced AV Systems Design
- Physical Model (by 3rd Party)
- Special Inspections
- Survey
- Geotech
- Rainwater Harvesting Analysis
- Life Cycle Cost Analysis
- Multiple Bid Packages
- Record Documents
- Any printing required for Public Engagement Events, Task Force Meetings, or User Groups.

### **OWNER'S RESPONSIBILITIES**

Unless otherwise provided for under this Agreement, the County shall provide information in a timely manner regarding requirements for and limitations on the project.

The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the project. The Owner shall render decisions and approve the Contractor's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.

The Owner shall establish the Owner's budget for the project, including (1) the budget for the Cost of the Work as defined (2) the Owner's other costs; and, (3) reasonable contingencies related to all these costs. The Owner shall update the Owner's budget for the project as necessary throughout the duration of the project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Contractor. The Owner and the Contractor shall thereafter agree to a corresponding change in the project's scope and quality.

The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

The Owner shall coordinate the services of its own consultants with those services provided by the Contractor. Upon the Contractor's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Contractor in this Agreement or authorize the Contractor to furnish them as an Additional Service, when the Contractor requests such

services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and General Contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

The Owner shall furnish tests, inspections and reports required by law or the work product, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the project to meet the Owner's needs and interests.

*End of Scope of Work.*

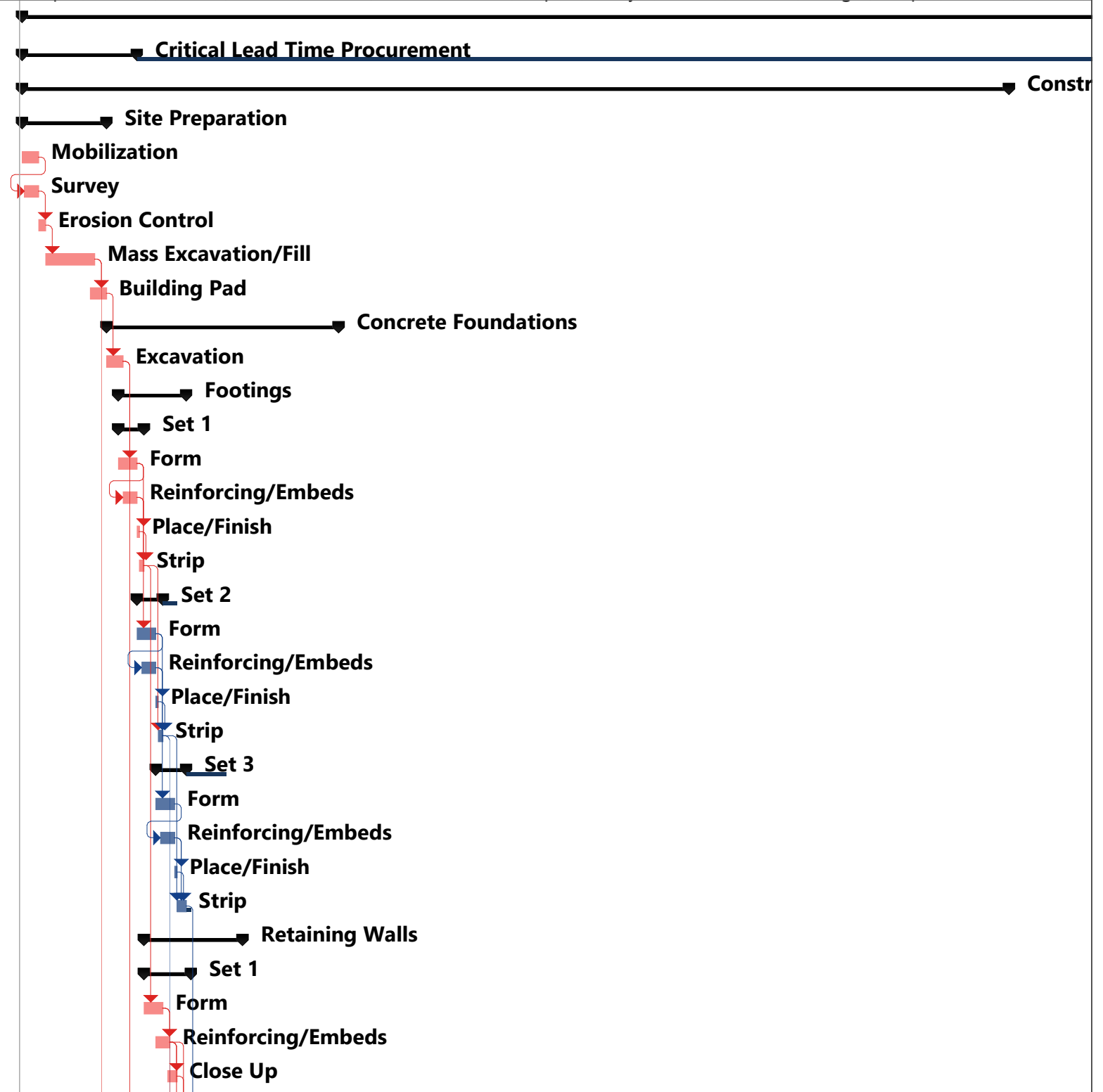
## Fee Summary

4775-07 Oak Lodge Library and Concord Community Park  
 Clackamas County  
 07.17.2023

### A/E FEE SUMMARY

		FEE	5% CONSULTANT MARKUP	TOTAL	COMMENTS
<b>Basic Services: Task 01: Permitting</b>					
Architecture	Opsis + JA	\$30,000		\$30,000	
Structural	Catena	\$15,000	\$750	\$15,750	
Mechanical	Interface	\$9,000	\$450	\$9,450	
Electrical	Interface	\$9,000	\$450	\$9,450	
<b>Subtotal</b>		<b>\$63,000</b>		<b>\$64,650</b>	
<b>Basic Services Task 02: Construction Administration / Close out</b>					
Architecture	Opsis + JA	\$393,000		\$393,000	
Structural	Catena	\$45,000	\$2,250	\$47,250	
Mechanical	Interface	\$22,000	\$1,100	\$23,100	
Electrical	Interface	\$18,000	\$900	\$18,900	
<b>Subtotal</b>		<b>\$478,000</b>		<b>\$482,250</b>	
<b>Supplemental Services</b>					
Fire Protection/ Sprinkler System Design Build	Interface	\$4,000	\$200	\$4,200	
Fire detection and alarm system design build	Interface	\$4,000	\$200	\$4,200	
Data/Telecommunications	Interface	\$3,000	\$150	\$3,150	
Audio - Video Systems	Interface	\$3,000	\$150	\$3,150	
Security System	Interface	\$3,000	\$150	\$3,150	
Exterior Lighting	Interface	\$2,000	\$100	\$2,100	
Interior Lighting	Interface	\$5,000	\$250	\$5,250	
Civil	KPFF	\$32,500	\$1,626	\$34,126	
Landscape	LHLA	\$26,000	\$1,300	\$27,300	
JA Site Visits		\$8,800		\$8,800	5 Site Visits
<b>Supplemental - Subtotal</b>		<b>\$91,300</b>		<b>\$95,426</b>	
<b>TOTAL FEE</b>				<b>\$642,326</b>	
<b>Reimbursable Budget</b>				<b>\$2,000</b>	

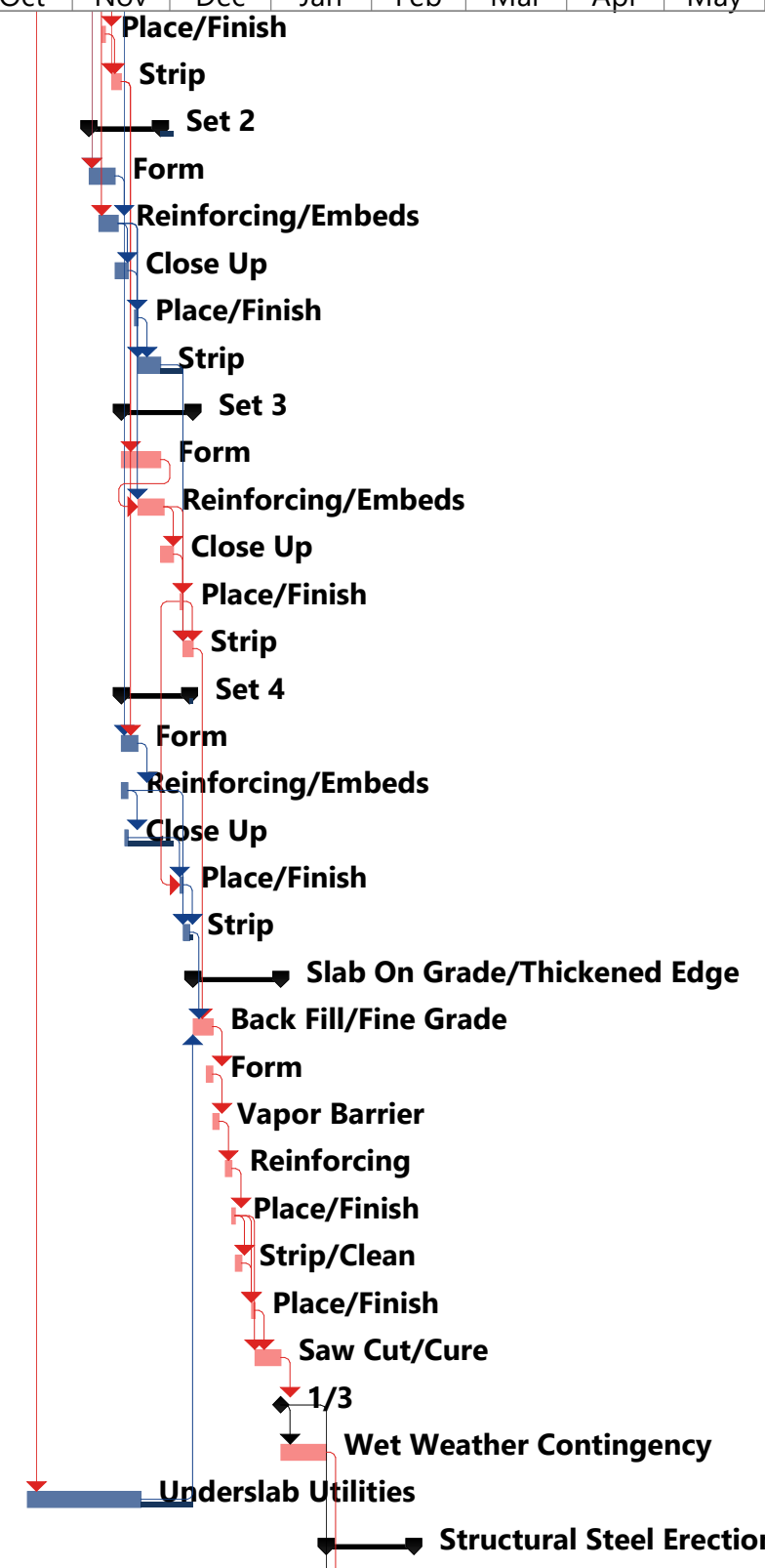
ID	Task Name	Duration	Start	Finish	Qtr 3, 2023			Qtr 4, 2023				Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024	
					Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
1	<b>Oak Lodge Library Project</b>	<b>324 days?</b>	<b>Tue 9/5/23</b>	<b>Thu 12/12/24</b>																		
2	<b>Critical Lead Time Procurement</b>	<b>35 days?</b>	<b>Tue 9/5/23</b>	<b>Mon 10/23/23</b>																		
107	<b>Construction Period</b>	<b>294 days</b>	<b>Tue 9/5/23</b>	<b>Tue 10/29/24</b>																		
108	<b>Site Preparation</b>	<b>26 days</b>	<b>Tue 9/5/23</b>	<b>Tue 10/10/23</b>																		
109	Mobilization	5 days	Tue 9/5/23	Mon 9/11/23																		
110	Survey	4 days	Wed 9/6/23	Mon 9/11/23																		
111	Erosion Control	3 days	Tue 9/12/23	Thu 9/14/23																		
112	Mass Excavation/Fill	15 days	Fri 9/15/23	Thu 10/5/23																		
113	Building Pad	5 days	Wed 10/4/23	Tue 10/10/23																		
114	<b>Concrete Foundations</b>	<b>67 days</b>	<b>Wed 10/11/23</b>	<b>Wed 1/17/24</b>																		
115	Excavation	5 days	Wed 10/11/23	Tue 10/17/23																		
116	<b>Footings</b>	<b>21 days</b>	<b>Mon 10/16/23</b>	<b>Mon 11/13/23</b>																		
117	<b>Set 1</b>	<b>9 days</b>	<b>Mon 10/16/23</b>	<b>Thu 10/26/23</b>																		
118	Form	6 days	Mon 10/16/23	Mon 10/23/23																		
119	Reinforcing/Embeds	4 days	Wed 10/18/23	Mon 10/23/23																		
120	Place/Finish	1 day	Tue 10/24/23	Tue 10/24/23																		
121	Strip	2 days	Wed 10/25/23	Thu 10/26/23																		
122	<b>Set 2</b>	<b>9 days</b>	<b>Tue 10/24/23</b>	<b>Fri 11/3/23</b>																		
123	Form	6 days	Tue 10/24/23	Tue 10/31/23																		
124	Reinforcing/Embeds	4 days	Thu 10/26/23	Tue 10/31/23																		
125	Place/Finish	1 day	Wed 11/1/23	Wed 11/1/23																		
126	Strip	2 days	Thu 11/2/23	Fri 11/3/23																		
127	<b>Set 3</b>	<b>9 days</b>	<b>Wed 11/1/23</b>	<b>Mon 11/13/23</b>																		
128	Form	6 days	Wed 11/1/23	Wed 11/8/23																		
129	Reinforcing/Embeds	4 days	Fri 11/3/23	Wed 11/8/23																		
130	Place/Finish	1 day	Thu 11/9/23	Thu 11/9/23																		
131	Strip	2 days	Fri 11/10/23	Mon 11/13/23																		
132	<b>Retaining Walls</b>	<b>28 days</b>	<b>Fri 10/27/23</b>	<b>Thu 12/7/23</b>																		
133	<b>Set 1</b>	<b>14 days</b>	<b>Fri 10/27/23</b>	<b>Wed 11/15/23</b>																		
134	Form	6 days	Fri 10/27/23	Fri 11/3/23																		
135	Reinforcing/Embeds	4 days	Wed 11/1/23	Mon 11/6/23																		
136	Close Up	4 days	Mon 11/6/23	Thu 11/9/23																		



Project: Oak Lodge Library Proj  
Date: Mon 7/10/23

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

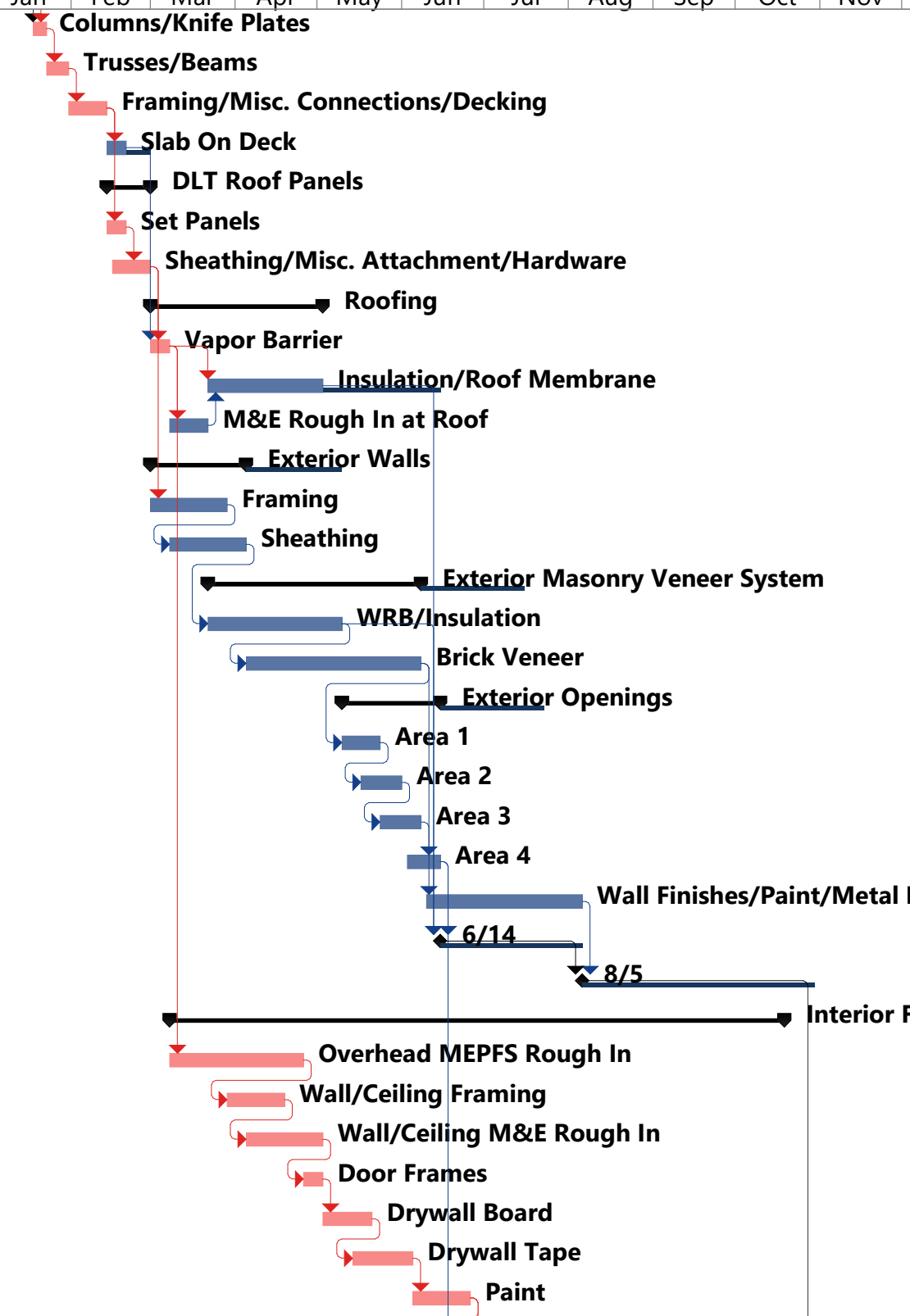
ID	Task Name	Duration	Start	Finish	Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024	
					Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
137	Place/Finish	1 day	Fri 11/10/23	Fri 11/10/23																	
138	Strip	3 days	Mon 11/13/23	Wed 11/15/23																	
139	<b>Set 2</b>	<b>14 days</b>	<b>Mon 11/6/23</b>	<b>Mon 11/27/23</b>																	
140	Form	6 days	Mon 11/6/23	Mon 11/13/23																	
141	Reinforcing/Embeds	4 days	Thu 11/9/23	Tue 11/14/23																	
142	Close Up	4 days	Tue 11/14/23	Fri 11/17/23																	
143	Place/Finish	1 day	Mon 11/20/23	Mon 11/20/23																	
144	Strip	3 days	Tue 11/21/23	Mon 11/27/23																	
145	<b>Set 3</b>	<b>14 days</b>	<b>Thu 11/16/23</b>	<b>Thu 12/7/23</b>																	
146	Form	6 days	Thu 11/16/23	Mon 11/27/23																	
147	Reinforcing/Embeds	4 days	Tue 11/21/23	Tue 11/28/23																	
148	Close Up	4 days	Tue 11/28/23	Fri 12/1/23																	
149	Place/Finish	1 day	Mon 12/4/23	Mon 12/4/23																	
150	Strip	3 days	Tue 12/5/23	Thu 12/7/23																	
151	<b>Set 4</b>	<b>13 days</b>	<b>Thu 11/16/23</b>	<b>Wed 12/6/23</b>																	
152	Form	3 days	Thu 11/16/23	Mon 11/20/23																	
153	Reinforcing/Embeds	2 days	Thu 11/16/23	Fri 11/17/23																	
154	Close Up	1 day	Fri 11/17/23	Fri 11/17/23																	
155	Place/Finish	1 day	Mon 12/4/23	Mon 12/4/23																	
156	Strip	2 days	Tue 12/5/23	Wed 12/6/23																	
157	<b>Slab On Grade/Thickened Edge</b>	<b>17 days</b>	<b>Fri 12/8/23</b>	<b>Wed 1/3/24</b>																	
158	Back Fill/Fine Grade	4 days	Fri 12/8/23	Wed 12/13/23																	
159	Form	2 days	Tue 12/12/23	Wed 12/13/23																	
160	Vapor Barrier	2 days	Thu 12/14/23	Fri 12/15/23																	
161	Reinforcing	2 days	Mon 12/18/23	Tue 12/19/23																	
162	Place/Finish	1 day	Wed 12/20/23	Wed 12/20/23																	
163	Strip/Clean	2 days	Thu 12/21/23	Fri 12/22/23																	
164	Place/Finish	1 day	Tue 12/26/23	Tue 12/26/23																	
165	Saw Cut/Cure	5 days	Wed 12/27/23	Wed 1/3/24																	
166	Concrete Foundations Complete	0 days	Wed 1/3/24	Wed 1/3/24																	
167	Wet Weather Contingency	10 days	Thu 1/4/24	Wed 1/17/24																	
168	Underslab Utilities	25 days	Wed 10/18/23	Tue 11/21/23																	
169	<b>Structural Steel Erection</b>	<b>19 days</b>	<b>Thu 1/18/24</b>	<b>Tue 2/13/24</b>																	



Project: Oak Lodge Library Proj  
Date: Mon 7/10/23

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

ID	Task Name	Duration	Start	Finish	Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024	
					Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
170	Columns/Knife Plates	3 days	Thu 1/18/24	Mon 1/22/24																	
171	Trusses/Beams	6 days	Tue 1/23/24	Tue 1/30/24																	
172	Framing/Misc. Connections/Decking	10 days	Wed 1/31/24	Tue 2/13/24																	
173	<b>Slab On Deck</b>	5 days	Wed 2/14/24	Tue 2/20/24																	
174	<b>DLT Roof Panels</b>	<b>12 days</b>	<b>Wed 2/14/24</b>	<b>Thu 2/29/24</b>																	
175	Set Panels	5 days	Wed 2/14/24	Tue 2/20/24																	
176	Sheathing/Misc. Attachment/Hardware	10 days	Fri 2/16/24	Thu 2/29/24																	
177	<b>Roofing</b>	<b>45 days</b>	<b>Fri 3/1/24</b>	<b>Thu 5/2/24</b>																	
178	Vapor Barrier	5 days	Fri 3/1/24	Thu 3/7/24																	
179	Insulation/Roof Membrane	30 days	Fri 3/22/24	Thu 5/2/24																	
180	<b>M&amp;E Rough In at Roof</b>	10 days	Fri 3/8/24	Thu 3/21/24																	
181	<b>Exterior Walls</b>	<b>25 days</b>	<b>Fri 3/1/24</b>	<b>Thu 4/4/24</b>																	
182	Framing	20 days	Fri 3/1/24	Thu 3/28/24																	
183	Sheathing	20 days	Fri 3/8/24	Thu 4/4/24																	
184	<b>Exterior Masonry Veneer System</b>	<b>55 days</b>	<b>Fri 3/22/24</b>	<b>Fri 6/7/24</b>																	
185	WRB/Insulation	35 days	Fri 3/22/24	Thu 5/9/24																	
186	Brick Veneer	45 days	Fri 4/5/24	Fri 6/7/24																	
187	<b>Exterior Openings</b>	<b>25 days</b>	<b>Fri 5/10/24</b>	<b>Fri 6/14/24</b>																	
188	Area 1	10 days	Fri 5/10/24	Thu 5/23/24																	
189	Area 2	10 days	Fri 5/17/24	Fri 5/31/24																	
190	Area 3	10 days	Fri 5/24/24	Fri 6/7/24																	
191	Area 4	10 days	Mon 6/3/24	Fri 6/14/24																	
192	Wall Finishes/Paint/Metal Panels	40 days	Mon 6/10/24	Mon 8/5/24																	
193	Building Construction Dry In	0 days	Fri 6/14/24	Fri 6/14/24																	
194	Building Shell Completion	0 days	Mon 8/5/24	Mon 8/5/24																	
195	<b>Interior Finishes</b>	<b>158 days</b>	<b>Fri 3/8/24</b>	<b>Fri 10/18/24</b>																	
196	Overhead MEPFS Rough In	35 days	Fri 3/8/24	Thu 4/25/24																	
197	Wall/Ceiling Framing	15 days	Fri 3/29/24	Thu 4/18/24																	
198	Wall/Ceiling M&E Rough In	20 days	Fri 4/5/24	Thu 5/2/24																	
199	Door Frames	5 days	Fri 4/26/24	Thu 5/2/24																	
200	Drywall Board	12 days	Fri 5/3/24	Mon 5/20/24																	
201	Drywall Tape	15 days	Tue 5/14/24	Tue 6/4/24																	
202	Paint	15 days	Wed 6/5/24	Tue 6/25/24																	



Project: Oak Lodge Library Proj  
Date: Mon 7/10/23

Task		Project Summary		Manual Task		Start-only		Deadline		Manual Progress	
Split		Inactive Task		Duration-only		Finish-only		Critical		Slack	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Critical Split			
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ID	Task Name	Duration	Start	Finish	Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024	
					Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
203	<b>Restrooms</b>	<b>40 days</b>	<b>Wed 6/26/24</b>	<b>Wed 8/21/24</b>																	
204	Tile	20 days	Wed 6/26/24	Wed 7/24/24																	
205	MEP Trim	10 days	Thu 7/25/24	Wed 8/7/24																	
206	Specialties/Accessories	10 days	Thu 8/8/24	Wed 8/21/24																	
207	Ceiling Systems	4 days	Wed 6/19/24	Mon 6/24/24																	
208	MEP Drops/Fixtures	20 days	Tue 6/25/24	Tue 7/23/24																	
209	Ceiling Tile	2 days	Wed 7/10/24	Thu 7/11/24																	
210	Casework/Millwork	20 days	Fri 7/12/24	Thu 8/8/24																	
211	Flooring	20 days	Fri 8/2/24	Thu 8/29/24																	
212	Doors/Hardware	10 days	Mon 8/26/24	Mon 9/9/24																	
213	MEP Final Trim	10 days	Wed 9/4/24	Tue 9/17/24																	
214	Specialties	20 days	Mon 9/16/24	Fri 10/11/24																	
215	Final Paint	5 days	Thu 10/10/24	Wed 10/16/24																	
216	Final Cleaning	5 days	Mon 10/14/24	Fri 10/18/24																	
217	Interiors Completion	0 days	Fri 10/18/24	Fri 10/18/24																	
218	Equipment Commissioning/Functional Testing	30 days	Wed 9/18/24	Tue 10/29/24																	
219	Final Inspections	20 days	Wed 9/18/24	Tue 10/15/24																	
220	<b>Site Improvements</b>	<b>250 days</b>	<b>Fri 10/6/23</b>	<b>Mon 9/30/24</b>																	
221	Site Grading	5 days	Fri 10/6/23	Thu 10/12/23																	
222	Underground Utilities	50 days	Fri 10/13/23	Tue 12/26/23																	
223	<b>Park Improvements</b>	<b>95 days</b>	<b>Thu 5/2/24</b>	<b>Mon 9/16/24</b>																	
224	Site Concrete/Hardscapes	30 days	Thu 5/2/24	Thu 6/13/24																	
225	Irrigation/Landscaping	30 days	Fri 6/14/24	Fri 7/26/24																	
226	Site Furnishings	5 days	Tue 9/10/24	Mon 9/16/24																	
227	Site Concrete/Hardscapes	50 days	Mon 6/17/24	Mon 8/26/24																	
228	Irrigation/Landscaping	30 days	Tue 8/13/24	Tue 9/24/24																	
229	Site Furnishings	15 days	Tue 9/10/24	Mon 9/30/24																	
230	<b>Project Closeout</b>	<b>30 days</b>	<b>Tue 10/29/24</b>	<b>Thu 12/12/24</b>																	
231	Substantial Completion (TCO)	0 days	Tue 10/29/24	Tue 10/29/24																	
232	Assemble Closeout Documents/Owner Training	30 days	Wed 10/30/24	Thu 12/12/24																	
233	Final Completion	0 days	Thu 12/12/24	Thu 12/12/24																	



Project: Oak Lodge Library Proj  
Date: Mon 7/10/23

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

**March 15, 2021**  
**Revision 1**

Reference: **Exhibit F – Construction Administration Contract Language**  
 Concord Property - (NCPRD Community Center, Park and Oak Lodge Library) &  
 Gladstone Library Project  
**Proposal for Additional Services: Design- Bidding Services**

This exhibit represents the Opsis Architecture proposal to incorporate the following language regarding construction administration into the existing contract (Contract #1642).

## **1. Procurement Phase Services**

**1.1. General:** The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner’s approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining negotiated proposals; (2) confirming responsiveness proposals; (3) determining the successful proposal, if any; and, (4) awarding and preparing contracts for construction.

### **1.2. Negotiated Proposals**

1.2.1. Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

1.2.2. The Architect shall assist the Owner in obtaining proposals by:

1.2.2.1. facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

1.2.2.2. organizing and participating in selection interviews with prospective contractors;

1.2.2.3. preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

1.2.2.4. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

1.2.3. If the Proposal Documents permit substitutions, upon the Owner’s written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## **2. Construction Phase Services**

### **2.1. General**

2.1.1. The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and as outlined in the CM/GC contract for construction. If the Owner and Contractor modify the CM/GC contract, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

2.1.2. The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

2.1.3. Subject to Section 2.6.5 of this Exhibit, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.



## **2.2. Evaluations of the Work**

- 2.2.1. The Architect shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.
- 2.2.2. The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- 2.2.3. The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- 2.2.4. Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- 2.2.5. Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

## **2.3. Certificates for Payment to Contractor**

- 2.3.1. The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.2 of this exhibit and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.
- 2.3.2. The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to

substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.3.3. The Architect shall maintain a record of the Applications and Certificates for Payment.

#### **2.4. Submittals**

2.4.1. The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

2.4.2. The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.4.3. If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

2.4.4. The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

2.4.5. The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### **2.5. Changes in the Work**

2.5.1. The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

2.5.2. The Architect shall maintain records relative to changes in the Work.

#### **2.6. Project Completion**

2.6.1. The Architect shall:

- 2.6.1.1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
  - 2.6.1.2. issue Certificates of Substantial Completion;
  - 2.6.1.3. forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
  - 2.6.1.4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- 2.6.2. The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- 2.6.3. When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- 2.6.4. The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
- 2.6.5. Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

### **3. Owner Responsibilities**

- 3.1.1. The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect’s services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect’s consultants shall be through the Architect.
- 3.1.2. Before executing the Contract for construction, the Owner shall coordinate the Architect’s duties and responsibilities set for in the Contract for Construction with the Architect’s services set forth in this Agreement. The Owner shall provide the Architect a signed copy of the General Conditions of the Contract for Construction from the executed agreement between the Owner and the Contractor.