



Chabot-Las Positas Community College District

Anna McDougal
Harley Ellis Devereaux Architects
417 Montgomery Suite 400
San Francisco CA. 94104

March 9, 2020

Re: Architectural Services for the B2100 New Biology Building Project, Chabot College

Anna,

My letter, dated November 22, 2019, attempted to resolve your request for extra services that was outlined in your proposed Modification 20 to your contract. To date I have not received a response from you. Our position remains unchanged. The District believes you still have a contractual obligation to complete the project and that some of your original contract services still need to be completed. We believe your request for compensation for additional services, beyond the original contract completion date, is unreasonable and not consistent with what has been established as a basis for your compensation, based on your original contract fees. We had an offer, as an interim solution, but you have not responded.

Our previous offer was to pay your firm \$17,684 per month while we worked on an acceptable agreement. This was a reduction to your average monthly billings in an effort to get your current billings back into alignment with the contractual requirement, which is to coincide with the completion percentage of the construction project. The billings are still not in alignment, but we do acknowledge that your firm is entitled to additional compensation for the added meeting times and potential increase in wages beyond the end of the original contract period. We still believe that your original contract services have not been fulfilled, but we do want to make sure you are paid fairly while we work through this request. We are proposing to pay HED \$15,000 per month to cover the additional meeting time and your increase to labor cost for your original contract services. Contract services which have not yet been performed will not receive additional compensation, but will be subject to an increase for new labor rates. We have received your invoices for the months of August-October (\$19,320.00), November (\$46,062.80), December (\$43,298.39), and January (\$38,670.19). Based on our previous offer, we will pay the August-October and November invoices at \$17,684.00 and the December and January invoices at \$15,000.00. Any future invoices will be paid at \$15,000.00.

There have been several issues which we feel are your responsibility and have caused some delay to this project. We would like for your firm to take responsibility for this and accept your share of the added costs to this project. We expect this to be reflected in your request for additional compensation.

We are currently working with the general contractor to come to an agreement to address the delay in the schedule and their request for added costs associated with changes to the project. We have also asked them to accept responsibility for their part in the delay. They too are under contractual obligation to finish the project, but have made claims to additional work and time extensions to deliver a finished building.

If we do not hear back from you within five (5) working days, we will move ahead with increasing your purchase order to cover the additional expense of the \$15,000 per month until the project is complete. Based on a proposed revised schedule, we anticipate the project being complete in June 2020, so the purchase order will be increased by \$105,000. An official date has not yet been agreed upon. Both parties will reserve their rights to request adjustment and/or to negotiate the fees at the conclusion of the contract.

The District wants to be fair and compensate your firm a reasonable fee for the additional services being provided. We would also like to reach an agreement with you, but in the interim, we will make every effort to compensate you at a rate equivalent to what was billed previously on this project. We hope that you will respond to this proposal so that we can discuss it and come to a final agreement.



Michael Garr
Planner/Manager
Chabot – Las Positas Community College District

Cc: Greg Blackburn, HED
Owen Letcher, CLPCCD
Eric Barger, Vanir
Professional Concepts Insurance Agency, Inc.