



Chabot-Las Positas Community College District

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

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

Anna,

I have received your request for compensation for extra services (Modification 20), and as we discussed in our meeting on Tuesday November 18, 2019, I am not in agreement. You stated that the District needed to approve the proposed modification or your firm would begin to bill on a Time and Material (T&M) basis. You also stated that if we did not produce evidence that we had a mechanism in place to make payments to your firm for the T&M work that you, and your consultants, would stop work on the project.

Your contract is on a project basis, not a time basis. The fact that the project has gone over the original timeframe does not mean you are entitled to a full fee increase. You are entitled to an increase in your fees for work that has not been performed, for both you and your consultants. HED is also entitled to compensation for additional job site meeting time beyond the original contract schedule, and approved time extensions from change orders, prorated against any meetings that were not attended. There is contract work that has not yet been performed by HED and your consultants from the original scope. Only an increase in fee rates will be applied to this work. We will not be proceeding on a T&M basis, and request that you resubmit a more acceptable lump sum proposal so we can come to an agreement and move forward to completion of this project. Per Article 18.1 of the Agreement for Architectural/Engineering Services, you cannot stop work and will continue to administer services for this project even if we have not come to an agreement. I hope this is not the case and we are able to come to an acceptable agreement.

Eric and I have been reviewing both your firm's performance and the contractor's performance. We feel that each of you have contributed substantially to the delay we are experiencing. We expect you to take ownership of your portion and it should be reflected in your request for additional compensation. We have asked the contractor to do the same. The district will also be experiencing additional expenses for Construction Management, Inspector, testing lab, and administrative time. This can potentially be absorbed by the District if we can come to an acceptable agreement with both HED and the contractor. In the absence of an agreement, the District will pursue damages against both parties.

Another issue that we discussed in our meeting was our error in issuing you overpayment of your past billings. Per the Agreement for Architectural/Engineering Services, your billings are tied to the completion percentages submitted on the contractor's pay applications. We allowed you to bill beyond these percentages. Moving forward we will reduce your payment requests over the

next several payments to get back in alignment with the contract and project completion percentages.

In an effort to keep the project going, and compensate HED and your consultants while we iron out the details of a final agreement, I am offering a short term agreement. Your original Construction Administration fee was \$420,000 over a 19-month construction period. That is \$22,105 per month. If we reduce the payment by twenty percent (20%) to compensate for the previous overpayments, it comes to \$17,684. A two (2) month agreement would be \$35,368.

We hope that HED will deliver a revised proposal that we can discuss and come to a final agreement. Please work with Eric to get this resolved as soon as possible.



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.