



To: Lisa Grober  
Administrative Officer  
Department of General Services  
LFUCG

Re: **Architect Additional Services Fee Proposal**  
LFUCG Government Center Building Envelope Evaluation Services

Lisa,

EOP Architects are requesting your consideration of the following Fee for Additional Services for the above-named project. This is not something that I take lightly and is certainly not something that I typically pursue under normal circumstances. We like to be considered good-faith partners in our projects and want that to be our reputation. However, in light of the details which I will explain below, we feel that we are justified in requesting additional compensation for this project.

As you will recall, our fee was based upon the Form of Proposal Attachment in the original RFP 1-2019 for the Building Envelope Evaluation Services. In that form we provided a lump-sum fixed fee for the Phase One Feasibility Study of \$64,000. This work was executed, and compensation was received for this work in 2019. Additionally, the Form of Proposal asked for a Phase Two fee proposal as a percentage of construction costs for the work defined by the RFP. We set that fee percentage at 7.4%. The fee agreed upon in the final Purchase Order, made possible by City Council Resolution, was based upon the cost estimate dated October 29, 2019. However, the final construction cost accepted in the final bid from SSRG was for significantly more. We feel that our agreement was for our fee to be based on the "cost of construction" and not on the estimate. This is detailed below.

Additionally, the original duration of the Construction Administration Phase of the contract was signed and agreed as 140 calendar days. As you know, and are likely not very pleased about, SSRG has requested and been granted additional time in the amount of 113 calendar days. We feel that to properly fulfill our duties as Architect of Record on the project it is necessary for us to continue our full construction administration services for this additional time. Below we are requesting additional fee to cover this added time.

#### **CONSTRUCTION COST**

The original Purchase Order, dated November 19, 2019, was a contract extension to add the fee for Phase 2 Services in the amount of \$38,712.14. This value was based upon a fee of 7.4% of the in-house construction estimate of \$523,127 provided to you in October of 2019. However, the contract price subsequently agreed with SSRG was for the amount of \$697,000.

Per our initial agreement, EOP are requesting additional fee to cover this difference in the following amounts:

Original Cost Estimate	= \$523,127
<u>Final Contract Amount</u>	<u>= \$697,000</u>
Difference	= \$173,873
Original Contract Amount	= \$ 38,712.14
<b>Fee of 7.4% on Difference</b>	<b>= \$ 12,866.00 (requested additional services)</b>
<b>Revise Total Contract Amount</b>	<b>= \$ 51,578.14</b>

### TIME EXTENSION

As noted above the contractor, SSRG, originally contracted to complete the work in 140 calendar days. By change order this time has been extended by an additional 113 days. This is a significant extension of time beyond our budgeted amount (*an 80.7% increase*). To a large extent, this additional time will simply extend our current contractual obligations for contract administration without increasing the scope of that work. However, an additional 3.7 months of oversight does significantly increase the amount of time EOP will spend in regular meetings every 2 weeks, plus all contractually required obligations to visit the site for inspection of the work in conformance with the pay application reviews. The fact that the Contractor has not completed the expected amount of work each month up to now in the project in no way has reduced the time EOP have invested inspecting the site. These reviews will continue for the duration and certainly exceed the original agreement, in my opinion.

To that end, and considering that oversight inspections and meeting attendance constitutes a little less than half (45%) of the professional obligations of contract administration, we are requesting that we receive compensation in the following amount:

Our fee was broken down by Task as follows:

<b>Phase Two: Construction Documents &amp; Construction Administration Services</b>	
Task 1: Schematic Design:	(percentage of construction cost) <u>1.48%</u>
Task 2: Design Development:	(percentage of construction cost) <u>1.48%</u>
Task 3: Construction Documents:	(percentage of construction cost) <u>2.52%</u>
Task 4: Bidding Assistance:	(percentage of construction cost) <u>0.22%</u>
Task 5: Construction Administration:	(percentage of construction cost) <u>1.48% ( = \$10,315.60 )</u>
Task 6: Project Closeout:	(percentage of construction cost) <u>0.22%</u>
<b>Total Fee Percentage:</b>	<b>(percentage of construction cost) <u>7.40%</u></b>

In accordance with the values assigned to the CA Phase of the work, and the 80.7% increase in duration, EOP are requesting additional fee to cover this difference in the following amounts:

Original CA Phase Fee for 140 Days (based on new contract price above)	= \$10,315
Additional CA Phase Time Extension (80.7% of above value)	= \$ 8,324
<b>CA Phase Oversight Compensation (45% of above value)</b>	<b>= \$ 3,700</b>

**ADDITIONAL COMPENSATION**

Combined, the two values above total:

<b>Description</b>	
Original Contract Sum based on Estimate	\$38,712.14
<b>Additional Fee for Cost Adjustment</b>	<b>\$12,866.00</b>
<b>Additional Fee for Time Extension</b>	<b>\$ 3,700.00</b>
Revised Contract Sum	\$55,278.14
<b>Total Additional Services Fee Requested</b>	<b>\$16,566.00</b>

I trust that you will find this proposal to be acceptable. Please contact me directly if you wish to further discuss any aspect of this proposal.

Respectfully,



Kevin M. Gough, AIA  
Principal  
EOP Architects, PSC