



May 6, 2020

Ms. Alison Smith
Director of Finance
Livonia Public Schools
15125 Farmington Road
Livonia, MI 48154

RE: Contract Award Recommendation for Phase II - Design, Bid/Award and Construction Administration Services: 2020 Project – Livonia Central Office Renovation

Dear Ms. Smith:

This letter transmits an update from Plante Moran Cresa (PMC) as it relates to the assignment to assist and advise Livonia Public Schools (LPS) in its selection of a Design Firm for the Project listed above. This update represents the mutual efforts of PMC and LPS Administration (The Project Team) to present a framework in order to identify, evaluate and recommend a Design Firm to provide the next phase (Phase II) of services, Design, Bid/Award and Construction Administration for the Central Office Renovation Project (Project).

Of the four firms which provided proposals for Phase I - Programming and Assessment Services, HED presented the best expertise, staff and resources to perform the aforementioned services. In their execution and delivery of the programming and assessment services, HED has demonstrated their skill and ability, and if approved by the Board, will continue forward with providing the Phase II – Design, Bid/Award and Construction Administration Services for the remainder of the Project.

At this time, The Project Team is recommending that HED be awarded a contract for \$202,600.00 for their full services, but only be authorized to proceed with design services through construction documentation for the Project, in the amount of \$149,900.00. The balance of HED's services would be put on hold until the District decides to move forward with the Bid/Award and Construction of the Project. HED's contract award recommendation is pending final negotiation of terms by the District's legal counsel.

With the Board's concurrence and upon completion of final negotiations, an AIA B105 - 2017 Standard Short Form of Agreement Between Owner and Architect will be prepared for HED.

PMC is available at the Board's convenience to discuss the above rationale and answer any questions regarding this recommendation.

Sincerely,

PLANTE MORAN CRESA

A handwritten signature in blue ink that reads "Lisa M. Pitt".

Lisa M. Pitt, LEED AP BD + C
Senior Consultant

Ms. Alison Smith
Livonia Public Schools

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CC: Phil Francis, Livonia Public Schools
Paul Theriault, Plante Moran Cresa

Enclosures: HED Proposal for Central Office – Exhibit B



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EXHIBIT B

Project Understanding

Livonia Public Schools Administration (LPSA) currently occupies approximately 35,000 square feet of space in an existing two-story with basement administration facility located at 15125 Farmington Rd. Livonia. The facility is a combination of two different building structures built in two different time periods (believed to be 1930s and 1963).

The project will seek to develop a more open and social workspace that the community and new registrants feel is appropriate for the quality of service the school system provides. The interior renovation will develop new open and private office environments, new meeting spaces, new kitchenettes, and upgraded restrooms.

We understand that the overall project budget is \$2.5 million. This budget includes construction cost, furniture, appliances, and design fees. We assume the construction budget is \$2million. HED's fee is based on these assumptions. HED will be in contract with LPS and will include Plante Moran CRESA on all correspondence as Owner's Representative.

Project Assumptions

- The project will be constructed in one phase with one set of construction documents.
- It was acknowledged that the existing wood partitions contain asbestos. HED will not have any role in the identification or removal of any hazardous materials. Please refer to Terms and Condition of this proposal.
- All interior demolition and abatement will be completed prior to construction of the new build out. Demolition plans will not be required in HED's scope of work. If the scope of demolition results in the removal of any elements that require HED to design beyond the base scope outlined here, HED will provide a fee for these additional services.
- We understand that the Project Budget (construction, furniture, appliances, and design fees) is \$2.5 million dollars.
- All cost estimating will be provided by others except as specifically outlined in phase descriptions below.
- The existing Boardroom has been recently renovated and it is assumed that it will remain as-is.

- The District Server Room will remain in place in the basement.
- The existing vault will remain in place on the 1st floor.
- The buildings are not fully sprinklered. It is assumed that there will be no modifications to the sprinkler systems.

Scope of Services

Architectural:

- The renovation will focus on the building interior; site improvements, exterior building condition and performance improvements, and modifications to the building core (shafts, structural elements) are not included at this time.
- Restroom design includes updating finishes and plumbing fixtures in place at existing restrooms. Scope also includes addition of minimum number of restrooms required by code. Any new fixtures required by code will be single-user accessible restrooms rather than reconfiguration of existing restrooms. Design of restrooms beyond those required by code is not included.
- Design of a new enclosed exit stair and removal / infill of the existing open stair in the back building is not included at this time. A fee for this additional service is provided below if this work is required as part of the new workplace design.
- Elevator work includes cab finishes upgrade only.

Structural:

Currently we have not included time for structural analysis and design. However, during the programming phase several potential items were discussed. If required, the following additional services can be provided:

- Removal of the load bearing wall running north/south in the back building is not included in this scope. A fee for the additional service will be provided if this work is required as part of the new workplace design.
- Structural support design for operable partitions is not included in this scope. If required, an add service for structural analysis and design for operable partition support will be provided.
- Structural review for the impact of major filing or vault requirements is not included.
- Structural support for new mechanical equipment is not included.

Mechanical:

- Design / engineering for mechanical is for branch distribution to align with new space plan only.
- Design of other mechanical system recommendations described in the program book are not included in the base scope. HED fees will be provided as required for the following additional services, and any other services beyond the base scope of work:
 - Replacement of chillers, pumps, and air-cooled condensers in the front building.
 - Replacement of existing AHU, boiler, circulation pump and terminal heating units with VAV-type AHU and zoned VAV boxes in the back building.
 - Replacement of existing boiler system with condensing-type boilers and pumps in the back building, including reuse of hot water piping and removal of fin tube radiators and cabinet heaters.
 - Replacement of pneumatic control system with BACNET-type DDC control system for both buildings.

Plumbing:

- Reuse of existing domestic cold and hot water piping and hot water tanks is assumed in both buildings.
- One-for-one replacement of existing plumbing fixtures to meet code requirements is included.
- Plumbing design for additional code required restrooms is included. Any new fixtures required by code will be single-user accessible restrooms rather than reconfiguration of existing restrooms.
- Design of other plumbing recommendations described in the program book are not in the base scope. HED fees will be provided as required for the following additional services, and any other services beyond the base scope of work:
 - Upgrading domestic cold and hot water piping in both buildings
 - New hot water tanks in both buildings
 - New sump pumps and safety controls in basement of front building

Electrical:

- Design / engineering for electrical is for branch distribution to align with new space plan only.
- HED will coordinate with LPS to reflect new AV / IT/ Security device locations on electrical plans; design of AV / IT / Security systems is not included in the base scope but can be provided as an add service if requested.

- Design of other electrical system recommendations described in the program book are not in the base scope. HED fees will provided as required for the following additional services, and any other services beyond the base scope of work:
 - Replacement of existing pad mount transformer
 - Replacement of service entrance switchboard
 - Replacement of power panels and distribution panels in both buildings with new circuit breaker style panels
 - Replacement of branch panels and system redesign to better locate panels in new space plan
 - Modification or replacement of generator and associated system components to properly separate emergency loads and locate annunciator to location that is normally occupied

Scope of Services – Project Phases

Detailed descriptions of each phase and the deliverables provided at the end of each phase are provided here. Any meetings, revisions, redesign, etc. requested by LPS or LPS's representative beyond the scope outlined shall be completed on a time and materials basis and may impact overall project schedule.

Schematic Design (6 weeks)

Schematic Design builds on the preliminary test fit feedback to further define the project's requirements and develop the final layout, including locations of millwork, equipment and appliances, furniture, etc. Schematic Design also determines the major design concepts of the project.

Prior to beginning Schematic Design, LPS must provide the following to HED:

- *Final Project Scope (for example, decisions on stair infill / new exit stair, mechanical, electrical and plumbing final scope)*
- *Final program counts (quantity of offices, workstations, etc.) and final decision on overall planning concept*
- *Final workstation and office sizes to be incorporated into the space plan.*
- *Comprehensive list of furniture, equipment, and appliances to be reused in the new design. The list should include dimensions and any power requirements for each item. HED will rely on LPS to provide accurate equipment specifications as well as special power and mechanical*

requirements at this time in order to meet the schedule. The information provided by LPS shall include all necessary supplied equipment such as coffee machines, kitchenette appliances, water dispensers, mail room equipment, copiers/printers, TV monitors, audio/visual (AV) information, and server room equipment.

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- *Final acoustic (STC) requirements for each space type.*

During this phase, HED will:

1. Review and verify available facility documentation, conduct architectural field surveys and verify locations and primary dimensions of visible and apparent architectural conditions. HED will contract with National CAD to survey and create these background drawings in CAD.
2. Prepare a space plan to meet LPS's requirements based on the preliminary test fit and overall planning concept. This space plan will indicate space sizes (square footages) and basic furniture configurations for conference rooms and work areas.
3. Verify that the space plan complies with applicable building codes as they relate to:
 - a. Life safety issues (fire detection/protection)
 - b. ADA and other applicable federal requirements
 - c. Plumbing codes as they relate to required plumbing fixture counts
4. Meet with LPS to review the MEP narratives and recommendations from the programming phase deliverable to aid LPS in determining final MEP scope for this project. One (1) meeting is included; additional meetings will be billed on a time and materials basis. (Completed 3/17/20)
5. Develop a design concept package describing the project vision to LPS.
6. Work with Owner's Rep to develop high level cost estimate based on industry standard costs per square foot.

Deliverables include:

- Preliminary space plan for review and approval by LPS. HED will perform up to one (1) revision to this plan. Additional revisions will be provided on a time and materials basis and will potentially impact overall project schedule.
- Final space plan for approval that incorporates the program requirements and comments from LPS
- Schematic Design concept package that identifies the design scheme and includes:

- Final space plan (including representations of furniture size and location)
- High-level ceiling and lighting design concept diagram, including a lighting zone diagram.
- One (1) overall finish palette incorporating up to 2 design options and one (1) conceptual floor finish diagram showing locations of flooring types
- Up to two (2) 3D shaded images to illustrate basic spatial configuration of key area(s)

We anticipate a duration of six (6) weeks and have allotted up to three (3) design meetings and one (1) technical / engineering coordination meeting for completion of this phase. Any meetings, revisions, etc. beyond those outlined above will be provided on a time and materials basis.

LPS sign-off on space plan and concept package is required prior to commencing Design Development.

Design Development (5 weeks)

Design Development furthers the approved space and schematic plans to provide an increased level of detail and specificity while incorporating LPS's comments.

Prior to beginning Design Development, LPS must provide the following to HED for incorporation into the design:

- *Final furniture layout in CAD (provided by Furniture Vendor) including all workstations, hotel stations, office furniture layouts, conference and meeting spaces, and ancillary furniture.*

During this phase, HED will:

1. Further develop and coordinate the details of the design, including:
 - a. Locations of glass partitions, if any
 - b. Ceiling and lighting design, including light fixture types and coordination with electrical and mechanical devices.
 - c. Equipment and appliance integration into space plan and millwork
 - d. Millwork configuration and function
 - e. Finish palette finalization
 - f. Door and hardware requirements

- g. Restroom layouts, fixtures and accessories
2. Coordinate with LPS's furniture vendor to diagrammatically reflect the final furniture layout in the drawings and coordinate power and other requirements as needed.
3. Prepare and present one (1) final submission of materials and design features based on the feedback from the initial design presentation to gain final approval.
4. Prepare Mechanical, Electrical, and Plumbing (MEP) engineering package from the approved plans for coordination and preliminary pricing (pricing by others)
5. Work with Owner's Rep to update high level cost estimate based on industry standard costs per square foot.

Deliverables include:

- Design Development drawings consisting of:
 - Final floor plan, including locations of glass, millwork, restroom fixtures and accessories, furniture, and partition types for each space
 - Reflected ceiling plan showing location and type of lighting fixtures
 - Electrical and communication plans showing locations of power, telecom, security and AV devices
 - Note: this excludes telecom cabling plans
 - One (1) finish palette package including:
 - Flooring materials including base treatments
 - Wall treatments including paint colors and wall coverings
 - Locations and surfacing materials for new millwork
 - One (1) coordinated finish plan showing locations for proposed finish types
 - Design sketches and elevations as required to communicate architectural treatments of feature areas and functions
 - Up to two (2) conceptual semi-photo realistic 3D visualizations
 - MEP engineering package
- One (1) final submission of materials and design features based on the feedback from the initial design presentation for final approval.

We anticipate a duration of five (5) weeks and have allotted up to two (2) design meetings and one (1) technical / engineering coordination meeting for completion of this phase. Any meetings, revisions, etc. beyond those outlined above will be provided on a time and materials basis.

LPS sign-off on Design Development package is required prior to commencing Construction Documents.

Construction Documents (7 weeks)

This phase encompasses the full development of comprehensive, detailed drawings and specifications coordinated with MEP documents. HED will:

1. Prepare architectural Construction Documents suitable for permits and competitive bidding by qualified contractors based on the approved Design Development package.

Note: The scope assumes a single set of permit drawings and that the buildout will be completed in a single phase.

2. Prepare and coordinate MEP drawings with architectural Construction Documents.

Note: The scope excludes sprinkler design and layout which will be provided by the sprinkler subcontractor as a delegated design.

3. Make one (1) set of minor revisions to the final Construction Documents based on LPS's comments at 95% review meeting, if needed.
4. Issue the Construction Documents to LPS or LPS's representative for use in bidding.
5. Assist LPS in completing forms required to file for the permit (building information, handicapped accessibility, etc.).
6. Issue the required sets of stamped and sealed drawings to LPS or LPS's representative for use in obtaining the necessary building permits to begin work.

Note: This proposal assumes a single set of drawings for a buildout in a single phase.

Note: Cost Estimating in this phase will be provided by others.

Construction Documents include:

- Cover Sheet: lists the project name, drawing index, code and egress information, key plan, general notes, and ADA compliance language.
- Standards and Schedules: indicates partition types, finish schedule and legend, door type elevations, door schedule, and hardware groups.
- Construction Plans: indicates the location and type of construction for partitions, door frames, hardware and millwork, partition and doors to remain, critical dimensions determining partition locations, and door numbers.
- Reflected Ceiling Plan: depicts the new ceiling types and the placement of light fixtures and light fixture legend.

- Finish Plan: illustrates the location of selected finishes and a material schedule
- Elevations and Details: as required to illustrate the design intent
- Mechanical, Electrical, and Plumbing drawings suitable for permits and competitive bidding by qualified contractors

Deliverables include:

- Architectural and MEP Construction Documents & Project Manual

We anticipate a duration of seven (7) weeks and have allotted up to two (2) meetings for completion of this phase.

Bidding (3 weeks)

During this phase, HED will:

1. Attend one (1) pre-bid walkthrough with general contractors.
2. Respond to bid RFIs from the general contractors and issue one (1) bid addendum to address any clarifications required as a result of RFIs.
3. Review submittals of substitutions, alternate manufacturers, "or equals" etc.
4. Assist LPS and Owners Representative in the following areas:
 - Preparation of a list of bidders
 - Preparation of bid forms
 - Attendance at pre-award conferences
 - Preparation of construction contracts
 - Compliance with competitive bidding requirements

Note: In the event that the lowest bid(s) exceed the funds or budget allocated for the project, HED and LPS shall negotiate a fee for required Additional Services required to reduce the cost of the work.

Deliverables include:

- Bid addendum documents, if required.

Construction Administration (18 weeks)

During this phase, HED will:

1. Review and respond to appropriate Requests for Information within 5 business days.
2. Review shop drawings, submittals, finish samples, and mockups for conformance with the approved design concept of the project and for compliance with the information given in the contract documents. Review shall be complete within 10 business days. Substitutions, alternate manufacturers, "or equals," etc. shall not be considered during Construction Administration phase.

Note: Prior to the start of construction, the Contractor shall provide HED with a list of all submittals and a schedule indicating when HED will receive each.

3. Review and comment on change orders.
4. If a "chalk line" is provided by Contractor, HED will review wall/partition layouts based on contractor's chalk lines as part of one of the regular construction meetings.
5. Attend site meetings and note deficiencies if present.
6. Review and certify the contractor's applications for payment based on work completed.
7. Attend one (1) punch list site visit and develop one (1) punch list at Substantial Completion specifying work to be corrected or completed.
8. Coordinate a final closeout meeting with LPS to confirm the completion of the punch list. HED will note deficiencies if present.

Note: Additional design work needed to support any changes will be billed at HED's hourly rates as presented in the billable hourly rate schedule.

Deliverables include:

- One (1) architectural punch list at Substantial Completion specifying work to be corrected or completed
- One (1) electronic copy of Record Drawings (delivered to LPS)

We anticipate a duration of eighteen (18) weeks and have allotted up to twelve (12) meetings for completion of this phase. This includes bi-weekly construction meetings (attended in person or by phone) and three additional meetings as needed.

Because our time required in the Construction Administration phase can vary based on the selected contractor's approach to delivery, we propose to bill CA services on an hourly basis. The estimated CA fee shown below assumes approximately 290 hours for this phase.

Additional Services

All Additional Services identified in this Proposal, whether mentioned in the text of this Proposal or listed below, can be provided on either an hourly or negotiated not-to-exceed basis, agreed upon prior to the commencement of work.

Additional services can include:

- Acoustic coordination and documentation beyond scope described above.
- AV / IT / Security design and documentation
- As-Built drawings
- Change management
- Cost estimating beyond the cost analysis workshop included in Pre-Design phase
- Creation of CAD plans
- Custom furniture design and/or specifications for individual private offices
- Design and coordination of signage and branding graphics (see below)
- Design or construction extensions beyond the accepted schedule
- Design revisions initiated by the client out of sequence of work or after approvals
- Energy code calculations (including exterior energy analysis) and lighting calculations
- Energy modeling analysis and estimates
- Existing conditions plans
- Existing equipment surveys, specifications, and reuse plans
- Furniture survey
- Furniture selection and coordination
- LEED and/or WELL Certification documentation and filing (sustainable design and “green” initiatives are included in base services)
- Meetings in excess of those outlined in the above proposal (billed at an hourly rate or for a mutually agreed upon sum)
- Photorealistic 3D renderings and walkthroughs
- Plant, artwork, and accessories selection and procurement
- Pricing and building analysis
- Pricing packages for distribution to contractors that include any annotation beyond the deliverables included in the base scope for each phase of design

- Site analysis/as-built
- Value engineering services required as a result of client-initiated changes to initially agreed-upon scope

Compensation

We propose to provide the services outlined per the fee below. This lump sum fee is based on a project size of approximately 35,000 SF. This proposal assumes the project will be built in one phase with a single permit set.

PHASE	FEE
1. Schematic Design (lump sum)	\$45,600 (includes NationalCAD fee + additional time for space plan refinement and additional design meeting due to elimination of Pre-Design phase)
2. Design Development (lump sum)	\$34,100
3. Construction Documents (lump sum)	\$70,200
4. Bidding (lump sum)	\$10,000
5. Construction Administration (hourly)	\$42,700 (estimate)
HED Fee (Phases 1 through 6 above):	\$202,600 (includes CA Estimate)
*Reimbursable expenses are additional (see below)	
Fees for Additional Services will be provided upon request	

Hourly Rates (valid through 12/31/2020)

Team Member*	Role	Rate
Gawel	Studio Leader	250.00
Diener	Principal in Charge	210.00
Walsh	Project Manager/Project Architect	150.00
Mesalic	Programmer/Designer	140.00

Meinberg	Architectural Support	120.00
Herder	Structural Engineer	160.00
Faour	Mechanical Engineer	175.00
Majchrzak	Electrical Engineer	135.00
Sexton	AV/IT/Security	195.00
Dabain	Electrical Engineer	140.00
Tech Support	As Required	120.00
Clerical	As Required	90.00

*final staffing pending project start and overall project schedule

Reimbursable Expenses

The following out-of-pocket expenses will be reimbursed at the rate of One and Fifteen Hundredths (1.15) times the actual cost to HED:

- Travel expenses by HED for trips to meetings, the project site or other locations.
- Reproduction and delivery-related expenses for documents to be used for bidding and construction phase purposes.
- Out-of-pocket expenses for the preparation of presentation graphics, renderings and models requested by Livonia Public Schools.
- Expenses for consultants' services authorized by Livonia Public Schools in connection with topographic survey, wind tunnel tests, soils testing and geotechnical studies, and any other project specific consultants.

Terms and Conditions

Construction Cost

Based upon the previously stated data, the construction budget is assumed to be 2.5 million dollars. The Architect/Engineer does not have control over the cost of labor, materials or equipment, the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. As such, the A/E cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by HED.

Standard of Care

HED and its employees, subsidiaries, independent professional associates, sub-consultants, and subcontractors will exercise the degree of care and skill ordinarily practiced under similar circumstances by similar professionals providing similar services. The Client agrees that services provided will be rendered without any

guarantee or warranty, express or implied. HED shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

Instruments of Service

HED grants to the Client a license to use HED's Instruments of Service for the purpose of the construction of the Project under this Agreement, provided that Architect/Client remains in compliance with its obligations under this Agreement, including all payment obligations. The Client hereby authorizes HED (but HED is not required to do so) to distribute and provide any such Instruments of Service to any third party claiming to have the authority and/or permission of the Client to receive such Instruments of Service, and HED shall have no obligation to confirm or verify such authority and/or permission. Any misuse, reuse or distribution to third parties without such express written permission or project-specific adaptation by HED shall be at the Client's sole risk and without liability to HED. The Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless HED from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages arising out of or resulting from such unauthorized reuse or distribution.

Changes or Delays

Proposed fees constitute HED's estimate to perform the services set forth in this agreement. Required services that are not fully definable in the initial planning are not included in the services set forth in this agreement; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made. Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client not providing specified facilities, direction, or information, or if HED's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of HED. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in the fee structure.

Construction Phase Services

If HED performs any services during the construction phase of the Project, it is agreed and understood that HED shall not supervise, direct, or have control over any contractor's work. HED shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety

precautions and programs in connection with the work of any contractor. HED does not guarantee or certify the performance of the construction contract by any contractor and does not assume responsibility for any contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Warranty and Guarantees

The Client agrees that services provided by HED will be rendered without any warranty, and/or guarantees, expressed or implied including the performance of any contractor of the construction contract and any such contractor's ability to furnish and perform its work in accordance with the Contract Documents. HED shall not be required to sign any documents, no matter by whom requested, that would result in HED having to certify, guaranty, or warrant the existence of conditions that HED cannot ascertain.

Maintenance Responsibilities

The Client shall ensure that the Project owner understands and agrees that all maintenance requirements shall be the sole responsibility of the Project owner including any and all OSHA requirements and maintenance equipment. The Client shall endeavor to have the Project owner hold the Design Team and HED harmless and not liable for any and all maintenance duties and responsibilities.

Substitutions & Change Orders

Upon the request by the Client, HED shall evaluate and make recommendations regarding substitutions of materials, products, equipment or changes proposed by the Client, Client's client, Client's consultants or contractors. The contractor at HED's request may be required to justify the substitution and/or change by providing additional information, including the impact on the project's schedule and cost necessary for HED to properly evaluate the request. HED shall be compensated for these services as "Additional Services," as well for services required to modify and coordinate the construction documents prepared by HED with those of HED's sub-consultants and the Client's consultants. HED also shall be entitled to adjustment(s) in schedule caused by this additional effort.

Objectionable Design

Design proposals made by any contractor, the Project owner or the Client, or the Client's Consultants shall be given to HED for review and adequate time provided for HED to respond to recommendations. If HED objects to any recommendations, it will state in writing with reasons for the objections. If the Client and/or Project owner incorporates the changes to the design or to the Contract Documents over HED's

written objection, the party incorporating such changes shall assume all risk associated with the design change to the fullest extent permitted by law, waives all claims against HED from damage, claim, suit, demand, loss, liability or expense, including attorneys fee and defense costs which arise in connection with or as a result of the incorporation of such design change.

Opinions of Probable Cost

When required as part of work, HED will furnish opinions of probable cost, however HED does not guarantee the accuracy of such estimates and shall be held harmless and not liable for any inaccuracies. HED makes no warranty, express or implied of the estimates. Where not specifically included in the scope of services, HED shall be compensated for these services as Additional Services. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by HED hereunder will be made on the basis of HED's experience and qualifications and will represent HED's judgment as a design professional. However, users of the probable cost opinions must recognize that HED does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

Hazardous Materials

HED does not have specialized expertise in the specifying of treatment and/or handling of new and/or existing asbestos-containing, asbestos-contaminated, or other hazardous materials, above or below surface, and our professional liability insurance policy does not include coverage of these services. Therefore, HED cannot provide these services. It is our understanding that LPS will retain, if necessary, a qualified industrial hygienist and/or contractor to provide these services.

Payments

Invoices for our services are submitted every month for the portion of services completed. Payment is expected within thirty (30) days of receipt of invoice.

Insurance

HED carries both general business and architect's and engineer's professional liability insurance coverage for the protection of both our firm and our clients. We would be pleased to share the details of said coverage if you so request.

Termination, Suspension or Abandonment



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In the event that this project is either terminated, suspended or abandoned by the client, we require seven (7) days' notice from the client and payment for services