

September 6, 2022

Mr. Marty Paulins  
University of Illinois  
Director of Parking  
North Campus Parking Deck  
1201 W. University Ave.  
Urbana, IL 61801

Re: EV Charging Consulting Services – UIUC

Dear Mr. Paulins:

At your request, DESMAN is pleased to submit this letter agreement to provide parking consulting services for the UIUC campus focusing on EV Charging Stations. As we discussed, we will work with the University to develop a short and long-term policy and pricing schedule for EV charging stations on the UIUC campus. We have developed an initial outline of our anticipated scope of services. This can be adjusted as needed.

***Scope of Services***

- A. *Initial Meetings.*** We will meet with you and key administrative stakeholders to discuss the study process, key issues to be addressed, and goals for the study. We will also convene a meeting with the project steering committee to explore the issues from their point of view.
- B. *Identification of Demand.*** We will investigate the current and projected demand for EV charging on campus, including university vehicles, permit holders, and transient parkers.
- C. *Placement.*** We will develop a policy for placement of general use charging stations in garages and lots across the campus.
- D. *Technology.*** Working with major manufacturers and suppliers of charging stations, we will recommend the appropriate technology to be standardized across the campus. We will also identify the geometric constraints and electrical requirements.
- E. *Policy and Costs.*** We will help you develop a policy governing the installation, maintenance and costs of charging stations. These policies would cover both general use stations and site specific stations.
- F. *Study Reports and/or Documents.*** A memorandum report summarizing our findings and recommendations will be submitted for review upon completion of our work. After your review and comments, a final report will be submitted. Any revisions after the final report has been issued will be considered an extra service.
- G. *Meetings, Workshops, and Hearings.*** DESMAN will be available to attend meetings, workshops, and/or hearings, as necessary, to discuss or present the results of the study. We have budgeted for two meetings; the initial meeting and a presentation meeting. Any additional meetings will be considered an extra service.

***Fees and Schedule***

We propose to perform the scope of work as described on an hourly basis for a maximum fee of \$25,000. Any expenses for travel, are not included in the lump sum fee and will be billed at cost. Hourly rates for are shown below. Our Standard Terms and Conditions of Agreement are attached. As the scope becomes more clearly identified, we will develop a lump sum scope and fee.

**HOURLY RATES**

<u>Personnel Classification</u>	<u>Hourly Rate</u>
Principal/Senior Planner .....	\$310/hour
Project Manager .....	\$210/hour
Senior Architect/Engineer.....	\$200/hour
Architect/Engineer/Planner.....	\$180/hour
Designer .....	\$170/hour
Technician .....	\$160/hour
CADD Operator/Draftsperson.....	\$150/hour
Data Collector .....	\$125/hour
Clerical.....	\$115/hour

***Note: Rates are effective through December 31, 2022***

We are prepared to initiate work on this assignment upon receipt of a signed copy of this letter Agreement or a purchase order.

We are pleased to have this opportunity to offer our professional services to the University of Illinois.

Sincerely,

**DESMAN Inc.**



Gerald Salzman  
Associate Vice President



Jeffrey Henriksen  
Senior Vice President

**Proposal accepted by:**

\_\_\_\_\_

Name (Print)

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

### STANDARD TERMS AND CONDITIONS OF AGREEMENT

The engagement of DESMAN, Inc. ("DESMAN") by University of Illinois ("Client") is under the following terms and conditions, as applicable, and is an integral part of the Agreement between Client and DESMAN.

1. Unless noted or otherwise requested, the fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal.
2. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement unless noted otherwise, and if requested, a retainer. All retainer amounts will be applied to the last invoice. A RETAINER OF \$0 IS REQUIRED BEFORE WORK CAN COMMENCE UNDER THE AGREEMENT.
3. Before DESMAN shall be called upon to provide its services there under, the Client shall provide DESMAN, in writing, with all necessary information to permit its proper performance of the services to be provided. DESMAN shall be under no duty or obligation to verify the completeness or accuracy of the information provided by the Client and shall be entitled to fully rely thereon.
4. Client shall provide the necessary access and right-of-entry for DESMAN to enter the Project site, and to all shops and yards where materials are prepared or stored in order to allow DESMAN to perform their services.
5. The Client shall provide DESMAN with sufficient advance notice of required service so as to allow DESMAN a reasonable period of time to coordinate the assignment of its personnel. If DESMAN is required to delay commencement of its work, or is required to stop or interrupt the progress of its work due to action/inaction of Client, additional charges will be applicable and payable by the Client, which must be documented.
- ~~6. DESMAN will not act to enforce the provisions of the contract drawings or specifications. Should DESMAN, in the proposal, accept responsibility for site observations or monitoring, it remains the responsibility of the Client to enforce the contract provisions and to effect corrections of any contractual deficiencies, which are discovered by DESMAN. Desman shall not be liable for the contractor's failure to perform the work in accordance with the contract documents.~~
- ~~7. Testing results apply only to the material samples actually tested. Test specimens or samples will be disposed immediately upon completion of the test, unless otherwise agreed.~~
8. Payment is due upon receipt of DESMAN's invoices. Payment to DESMAN is the sole responsibility of signatory of this Agreement and is not subject to third party agreements. If payment is not received within thirty (30) days of receipt by Client, Client agrees to pay a finance charge on the principal amount of the past due account to one and one half (1 1/2%) percent per month. The Client agrees to pay DESMAN's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees.
9. Invoice payments must be kept current for work to continue. If the Client fails to pay any invoice due to DESMAN within 45 days of the date of the invoice, DESMAN may, without waiving any other claim or right against Client, suspend services under this Agreement until DESMAN has been paid in full all amounts due DESMAN and/or any of its Consultants and Subcontractors.
10. DESMAN agrees to carry the following insurance during the term of this Agreement: Workmen's compensation, General Liability, Professional Liability and Comprehensive Automobile Liability. Certificates of insurance will be furnished upon request. If the Client requires insurance coverage or

coverage limits in excess of DESMAN's normal policy coverage, and if such coverage is available, Client agrees to reimburse DESMAN for cost premiums to carry such additional coverage.

11. DESMAN's liability for any damage on account of any error, omission, or other professional negligence will be limited to a sum not-to-exceed the fee received under this Agreement. DESMAN, its agents and employees shall not be liable for any lost profits or any claim or demand against Client by any other party unless caused by negligence or wanton act or omission of DESMAN. In no event shall DESMAN be liable for special, consequential or exemplary damages. This provision shall supersede any other provision in this Agreement that may be deemed inconsistent with it. No action, regardless of form, arising out of the service under this Agreement, may be brought by the Client more than one (1) year after the act or omission-giving rise to a cause of action has occurred.
12. The Client shall indemnify, defend, and hold DESMAN, its officers, employees, and agents harmless from any and all claims, suits, losses, costs, and expenses, including but not limited to, court costs and reasonable attorney's fees arising or alleged to have arisen out of or to have resulted from the performance of DESMAN's work on or about the subject Project, and caused in whole or in part by any negligent, willful, or wanton act or omission of the Client.
13. In the event that either party brings any claim, suit, cause of action, of counterclaim against the other, to the extent that such party prevails upon such action, the non-prevailing party shall pay to the prevailing party the costs expended by the prevailing party to defend against such action including reasonable attorney's fees, witness fees, and other related expenses.
14. DESMAN shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control and without the fault or negligence of DESMAN.
15. In entering into this Agreement, Client has relied only upon the warranties or representations (a) set forth in this Agreement; or (b) implied in law. No oral warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the Client relied in entering into this Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between Client and DESMAN.
16. Either party upon seven (7) days prior written notice may terminate this Agreement. In the event of termination without cause, DESMAN shall be compensated by the Client for (a) all services performed up to and including the termination date, (b) reimbursable expenses and; (c) termination expenses.
- ~~17. DESMAN's review associated with the Report shall be limited to the examination of the condition of the structure/s as defined by the scope of work, for the sole purpose of determining work required. This report shall be limited to an unaided visual examination and does not include destructive or non-destructive testing, non-invasive investigation techniques.~~
- ~~18. DESMAN's reports and/or documents defined by the scope of work shall not be construed to warrant or guarantee the structure/s and/or any of its components under any circumstances. DESMAN shall not be responsible for latent or hidden defects that may exist, nor shall it be inferred that all defects will have been either observed or recorded. The review and/or report(s) is intended solely to identify the general condition of the structure/s and the necessity for repairs. DESMAN's review and/or report(s) shall not constitute a detailed specification for repairs.~~