

October 31, 2024

Terence Acquah, MPA
Assistant Village Manager
Village of Homewood
2020 Chestnut Road
Homewood, Illinois 60430

Re: Village of Homewood
Power Requirements Assessment
Professional Services Proposal

Dear Mr. Acquah:

Thank you for the opportunity to provide you with our proposal for the above referenced power assessment project.

This proposal is based on our Standard Provisions of Agreement for Professional Services, which is attached and incorporated by this reference.

PROJECT DESCRIPTION

Project Owner

Name: Village of Homewood
Address: 2020 Chestnut Road, Homewood, Illinois

Project Location

Address: Multiple locations
City, State: Homewood, Illinois

Project Description

The required scope of work for this project is an assessment of five critical facilities to develop phased and cost recommendations and system redundancies and resilience in those facilities. The facilities to be covered include the Village Hall, Police Station, Fire Station, Municipal Service Center (Public Works Facility) and the Brian Carey Training Center (Emergency Operations Center–EOC).

The work will include a facility assessment and recommendations for cost effective and phased solutions to upgrade the electrical backup power systems both internally (i.e. outlets and internal circuitry, emergency lighting, etc.) and externally (generator connectivity) such that each of these five essential Village facilities will remain fully operational during power blackouts or extended power outages. This assessment will include evaluation of all required mechanical, electrical, plumbing and fire protection modifications required to fulfill this objective at each facility.

Sustainable Design Requirements

There are no specific sustainable design requirements for this project.
We will include energy efficient designs where feasible and cost effective.

INFORMATION SOURCE

- Based on a Village of Homewood RFQ issued in August 2024.
- Based on conversations and site visit with Village of Homewood project team.

PROJECT SCHEDULE

- Assessment/Power Study: From 15 November 2024 to 15 January 2025.

Note: Dates listed above are approximate based on information provided. Final deliverable date will be adjusted to reflect the actual project start date.

MEETINGS AND DESIGN SITE VISITS

- Virtual meetings and conference calls as required.
- In person meetings with design team and Village of Homewood representatives at key project milestones.
- Site visits as required to develop information required for assessment work.
- Attendance at Village Board meeting to present final report document.

Our scope of services shall include the following:

Project Management Services

We shall fully manage the development and coordination of the power system needs assessment including coordination of all conceptual layouts, plans, estimated costs, coordination and conformance with all relevant codes applicable to this work product.

We shall supervise, coordinate, monitor and design review for conformance with Village standards, policies, and procedures. We shall be responsible for project administration and coordination, including the following:

- Maintain regular communication with the Village's Project Manager and coordination of project design/layout development, meetings with Village and all affected parties identified by Village staff.
- Set-up and manage meetings for assessment of each facility's existing backup power generator system establishing the power needs of each facility, clarifying legal requirements, restrictions, necessary code upgrades, etc.
- Communicate conceptual layouts as needed for the facility's building, utility rooms, electrical connections and cabinets, general access, MEP layout and proposed changes needed.
- Communicate and substantiate Mechanical, Electrical, Plumbing system required changes if any.
- Coordinate development of cost estimates so that full backup power is provided.
- Prepare meeting minutes with an action item matrix and agenda which shall be distributed to the Village as required

Power Assessment Phase Services

We shall complete an assessment of the power needs of each facility to include the following:

- Review of current electrical equipment inventory and power consuming apparatus.
- Interviews with Village staff responsible for management of each facility to determine requirement for current and future loads.
- Review existing electrical schematics and maintenance records for all properties.
- We shall assess the backup power required to support the full power demands of the operational programs housed at each facility.
- Develop budget cost estimates for the backup power options developed in the assessment.
- Meet with the Village Project Manager and other staff to discuss budget costs for the options developed for each facility.
- Further refine option developed to address input from the Village team.
- Compile Assessment documentation into a final report document to be delivered to the Village.

Items to be addressed and included as part of the Assessment Phase report include the following, as detailed in the RFQ document:

- Electrical System Evaluation
- Generator Replacement
- Control and Security Panel Upgrades
- Individual Power Supply Assessment – Police and Fire Departments
- Labeling and Outlet Identification
- Emergency Power and Lighting Solutions
- Emergency Power and Lighting Solutions
- Surge Protection Implementation
- Facility Condition Analysis
- Deferred Maintenance Survey
- Budget

FEE

Professional Services

For the Project Management and Power Assessment Phase Scope of Services described above, we propose a lump sum fee in the amount of **Thirty-Four Thousand Five-Hundred Dollars (\$34,500.00)**.

PAYMENT TERMS

Standard reimbursable expenses include, but are not limited to: final plots, shipping, and messenger services.

Billed in addition to the above fee at cost.

We will bill fees and reimbursable expenses monthly as services are performed. Payment is due within 60 days of receipt of invoice. Finance charges may be added after that time at a rate of 1.5 percent per month (annual rate of 18 percent). Finance charges will be applied to delayed payments resulting from lack of project funding. Upon aging of fees and reimbursable expenses beyond 90 days, Interface reserves the right to meet to determine resolution prior to continuation of services.

STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

1. **Standard of Care:** The services provided by Interface Engineering, Inc. (Interface) under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Interface makes no other representations or warranties, whether express or implied, with respect to the services rendered hereunder.
2. **Indemnity:** Client shall, to the fullest extent permitted by law, indemnify and hold harmless Interface, its officers, directors, employees, agents and subconsultants from and against all damages, liability and costs, including reasonable attorneys' fees and costs, at trial, arbitration and on appeal, arising out of or in any way connected with the performance of Client and Interface pursuant to this Agreement, excepting only those damages, liabilities, or costs attributable to the sole negligence or willful misconduct of Interface.
3. **Non-Responsibility:** Interface shall not be responsible for damages and shall not be held in default by reason of events or circumstances beyond Interface's reasonable control; or for delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Interface's work promptly, or due to late or slow or faulty performance by Client, Client's consultants, contractors, or governmental agencies, in the performance of acts which are precedent to or concurrent with the performance of Interface's services.
4. **Client Information:** Client shall provide all criteria and full information as to Client's requirements for the Project; designate a person to act with authority on Client's behalf in respect of all aspects of the Project; examine Interface's submissions; and respond promptly to Interface; and give prompt written notice to Interface whenever Client observes or otherwise becomes aware of any defect in the work. Interface has a right to rely on the accuracy and completeness of information provided by Client.
5. **Payment:** Fees and reimbursable expenses will be billed monthly as services are performed. Invoices shall be due upon receipt and shall be delinquent if not paid within 60 days of receipt of invoice. Delinquent invoices shall bear interest at the rate of 1.5 percent per month (but not exceeding the maximum amount allowable by law) until paid. Finance charges will be applied to delayed payments resulting from lack of project funding. Upon aging of reimbursable expenses beyond 90 days, Interface reserves the right to meet with Architect and holder of Prime Contract to determine resolution prior to continuation of services. Payments received shall be first applied to interest and then to the unpaid principal balance. Client shall pay Interface's reasonable costs, including staff time, attorneys' fees and costs, incurred in collecting any delinquent amount regardless of whether litigation or arbitration has been filed.
6. **Fees:** Client shall pay the cost of checking and inspection fees, zoning and annexation application fees, assessment fees, soils and engineering fees, soils testing fees, aerial topography fees and all other fees, permits, bond premiums, title company charges, document reproduction costs, and other charges not specifically covered by the terms of this Agreement. Any such fees paid by Interface on behalf of Client shall be reimbursed, along with other reimbursable expenses, as invoiced.
7. **Site Control:** Interface and its personnel shall have no authority or responsibility to exercise any control over any construction contractor or other entity in connection with their work or any health or safety precautions associated with the Project. Client agrees that its contractor shall be solely responsible for job site safety, means and methods, and warrants that this intent shall be made

evident in Client's agreement with its contractor. Client also agrees that Client, Interface, and Interface's consultants shall be indemnified and shall be made additional insureds under the Contractor's General Liability Insurance Policy and Builder's Risk Policy.

8. **Document Ownership:** All reports, plans, specifications, field data and notes, and other documents including all documents on electronic media, prepared by Interface as instruments of service shall remain the property of Interface. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project; however, such documents are not intended or represented to be suitable for reuse by any person for extension of the Project or for any other project. Any reuse or modification to the documents, without the prior written authorization of Interface shall be at Client's sole risk and without liability to Interface, its independent professional associates or consultants. Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Interface harmless from any claim, cause of action, liability, or cost (including reasonable attorneys' fees and defense costs at trial, arbitration and on appeal) arising out or allegedly arising out of any unauthorized reuse or modification of the documents by Client or any person or entity that acquires or obtains the documents from or through Client without Interface's written authorization.
9. **Cost Estimates:** In providing opinions of probable construction costs, Client understands that Interface has no control over cost or the price of labor, equipment, or materials or over any contractor's method of pricing, and the opinions of probable construction costs provided by Interface are to be made on the basis of Interface's qualifications and experience. Interface makes no warranty, express or implied, as to the accuracy of such opinions as compared to bids or actual costs of the work estimated.
10. **Hazardous Materials:** Client acknowledges that Interface's scope of services does not include any services related to asbestos, hazardous or toxic materials. In the event Interface, or any other party, encounters these materials at a job site, or it should become known that any such materials may be present at a job site or in adjacent areas which may affect Interface's performance of services, Interface may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist(s), consultant(s) or contractor(s) to identify, abate and/or remove the asbestos, hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Interface, its officers, directors, employees, agents, and subconsultants, from and against any and all claims, allegations, suits, liabilities, damages, and costs, including reasonable attorneys' fees and costs, at trial, arbitration or appeal, arising out of, or in any way connected with the detection, presence or handling, removing, abatement, or disposal of any asbestos, hazardous or toxic substances, products and materials that exist on, about, or adjacent to the job site.
11. **Termination - Suspension:** Failure by Client to pay any invoice before it becomes delinquent shall constitute a material breach of this Agreement and shall entitle Interface to suspend performance of services until such delinquency is cured or, so long as such delinquency persists, Interface may terminate this Agreement upon five days' written notice without liability. This Agreement may otherwise be terminated by either party upon 30 days' written notice to the other in the event of a material breach by the other. In the event that Client becomes bankrupt or insolvent, Interface may terminate this contract without liability for direct, consequential or any other type of damages. In the event of termination of this Agreement, Client shall promptly pay Interface for all services rendered

and all costs incurred up to the date of termination, in accordance with the compensation provision of this agreement.

12. **Third-Party Beneficiary:** Nothing in this Agreement shall create a contractual relationship with, nor a cause of action in favor of any third party against, either Client or Interface. Interface's services under this Agreement are performed solely for Client's benefit, and no other entity shall have any claim against Interface because of this Agreement or the performance or non-performance of services hereunder.
13. **Mediation:** Should any dispute arise between Client and Interface under this Agreement, it is agreed that such dispute will be submitted to a mediator, agreed to and compensated equally by the parties, prior to commencement of litigation. Mediation will be conducted in Chicago, IL. Both parties agree to exercise their best efforts and good faith to resolve all disputes in mediation.
14. **Illinois Law:** This Agreement is to be governed by and interpreted under the law of the state of Illinois. Should any provision of this Agreement be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect.
15. **Assignment:** Neither Client nor Interface shall assign its interest in this Agreement without the prior written consent of the other.
16. **Warranties:** Interface has made no warranties or guaranties except as expressly written within the Agreement.
17. **ADA and Regulatory Compliance:** The American with Disabilities Act ("ADA") requires the removal of architectural barriers. Client acknowledges that requirements of the ADA will be subject to various, and possibly contradictory, interpretations. Client also acknowledges that other laws, codes, rules, ordinances, and regulations may also be subject to contradictory interpretation. Interface will use reasonable professional efforts and judgment to interpret typical ADA requirements, and other federal, state and local laws, rules, codes, ordinances, and regulations, as they apply to the project. Interface cannot and does not warrant or guarantee that Client's project will comply with all interpretations of the ADA requirements, and/or the requirements of other federal, state and local laws, rules, codes, ordinances, and regulations, as they apply to the project. Client agrees that Interface is not obligated for additional costs incurred due to changed interpretations, providing Interface used reasonable professional effort and judgment.
18. **Integration:** This Agreement contains the entire Agreement between Client and Interface, and no other oral or written inducement or promise has been made to or extended from either party as a part of this Agreement.
19. **Waiver:** The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.
20. **Limitation of Liability: Professional and Nonprofessional Liability:** To the maximum extent permitted by law, and in recognition of the risks and rewards to Client and Interface, Client agrees to limit Interface's liability for Client's damages arising from Interface's errors and omissions associated with work performed under this Agreement to Interface's fee paid to date. As to all non-professional liability claims, Client Agrees to limit Interface's liability to Interface's available insurance. These limitations shall apply regardless of the cause of action or legal theory pleaded or asserted, including, but not limited to negligence, breach of contract, negligent misrepresentation, and strict liability. Client may negotiate higher limitations of liability for an additional fee.

21. Limitation of Liability - Consequential Damages: Neither Interface nor Interface's directors, agents, employees, representatives, or subconsultants, shall be liable to Client for any indirect, special, incidental, consequential, or exemplary damages arising out of, or in connection with, the performance of services under this Agreement, whether in an action based upon contract, delay, negligence, strict liability, negligent misrepresentation, reckless misrepresentation, or otherwise.
22. Statutes of Limitation: Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of substantial completion or the date of issuance of the final certificate for payment for acts or failures to act occurring after substantial completion. In no event shall such statutes of limitations commence to run any later than the date when Interface's services are substantially completed.
23. LEED: If the project pursues LEED certification or other similar guidelines, the following applies: The LEED Green Building Rating System and other similar environmental guidelines (collectively "LEED") utilizes certain design and usability recommendations on a project in order to promote an environmentally friendly and energy efficient facility. In addressing these guidelines, Interface shall perform its services in accordance with that degree of skill and care ordinarily exercised by similarly situated members of the same profession involved in the design of similar projects in the same locale as the Project. Client acknowledges and understands, however, that LEED is subject to various and possibly contradictory interpretations. Furthermore, compliance may involve factors beyond the control of Interface including, but not limited to, Client's use and operation of the completed project. Interface does not warrant or represent that the Project will actually achieve LEED certification. Interface shall use reasonable care consistent with the foregoing standard in interpreting and designing in accordance with LEED. Interface shall not be responsible for Contractor's failure to adhere to the Contract Documents and any applicable laws, codes and regulations incorporated therein, nor for any changes to the design made by Client without the direct participation and written approval of Interface. Likewise, Interface shall not be responsible for any environmental or energy issue arising out of Client's use and operation of the completed project.

Client Initials