



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Approve Professional Services Agreement with Stanley Consultants for a Hosting Capacity Analysis.		
Presenter & Title:	Aaron Holton, Superintendent of Electrical Services		
Date:	July 19, 2021		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EMS-II & ES-II			
Estimated Cost: \$39,700.00		Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
If "Other Funding," please explain how the item will be funded:			
Executive Summary:			
<p>The Geneva Electric Division is undertaking a Hosting Capacity Analysis to determine the volume of co-generation that can be hosted on the distribution system as configured and use the information for future upgrades. Stanley Consultants will perform the analysis using City of Geneva data and engineering models. Stanley will deliver to the City of Geneva detailed hosting capacity per electric substation feeder.</p> <p>Stanley Consultants has performed engineering consulting work in the past for City of Geneva. Staff has full confidence in the ability of Stanley Consultants for this project</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • Memo from Superintendent Holton • Profession Service Agreement 			
Voting Requirements:			
<p><i>This motion requires 6 affirmative votes for passage.</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie votes; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how item should be listed on agenda)</i>			
Recommend approval of Resolution authorizing a Professional Services Agreement with Stanley Consultants for a Hosting Capacity Analysis in an amount not to exceed \$39,700.00			

RESOLUTION NO. 2021-63

**RESOLUTION AUTHORIZING EXECUTION OF
A Professional Service Agreement with Stanley Consultants for a Hosting Capacity Analysis in
an amount not to exceed \$39,700.00**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, a Professional Service Agreement with Stanley Consultants for a Hosting Capacity Analysis in an amount not to exceed \$39,700.00”.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this 2nd day of August, 2021.

AYES: __ **NAYS:** __ **ABSENT:** __ **ABSTAINING:** __ **HOLDING OFFICE:** __

Approved by me this 2nd day of August, 2021.

Mayor

ATTEST:

City Clerk



PUBLIC WORKS DEPARTMENT MEMORANDUM

July 19, 2021

Memo To: Mayor Burns, Committee of the Whole

From: Aaron Holton, Superintendent of Electrical Services

Re: Recommendation to approve Professional Services Agreement with Stanley Consultants for a Hosting Capacity Analysis.

Currently the City of Geneva Electric system is limited, by City Code, to 2% of the system peak demand for allowed net metered solar and wind. For the 2022 fiscal year this is approximately 1600kW with 250kW of roof top solar installed. This is a system wide limitation and does not reflect the actual capacity to “host” interconnected generation. The 2% cap is likely to become a limitation on the amount of net metering that can be installed and would severely limit the deployment of roof top solar and other renewable technologies. For example, if a single customer installs a large amount of net metered solar, the city would not be able to allow more installations.

The Hosting Capacity Analysis will give staff a more fine grained data to plan for and deploy roof top solar installations throughout the system. As proposed by the professional service agreement, the deliverable from the analysis will be an amount of generation that can be hosted per feeder. This will be used to craft an update to the City Code and also guide system planning and improvements in the future.

Staff Recommendation:

It is staff’s recommendation to award a Professional Service Agreement to Stanley Consultants for a Hosting Capacity Analysis in an amount not to exceed \$39,700.00.

Cc: Stephanie Dawkins, City Administrator
Rich Babica, Director of Public Works
Aaron Holton, Manager of Electric Operations
Jennifer Hilkemann, Manager of Distribution Construction & Maintenance
Kirk Landberg, Purchasing & Inventory Coordinator



PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of August 2, 2021, between City of Geneva, Illinois (CLIENT) and Stanley Consultants, Inc. (CONSULTANT). CLIENT intends to determine the available hosting capacity of solar distributed generation (hereinafter called "project").

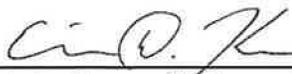
CLIENT and CONSULTANT agree:

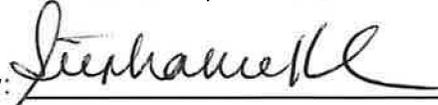
1. **Scope of Services.** CONSULTANT shall perform professional services as stated in Exhibit 1.
2. **Compensation.** CLIENT shall compensate CONSULTANT for CONSULTANT's services as stated in Exhibit 2.
3. **Terms and Conditions.** CONSULTANT shall provide professional services in accordance with the terms and conditions stated in Exhibit 3. If CLIENT issues a purchase order or other document to initiate the commencement of services hereunder, it is agreed that any terms and conditions appearing thereon shall have no application and only the provisions of this Agreement shall automatically apply.
4. CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.
5. Following exhibits are attached to and made part of this Agreement:
 - Exhibit 1 – Scope of Services
 - Exhibit 2 – Compensation
 - Exhibit 3 – Standard Terms and Conditions

IN WITNESS WHEREOF, the parties below have executed this Agreement as of the day and year first above written.

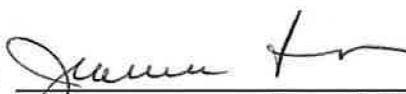
STANLEY CONSULTANTS, INC.

CITY OF GENEVA, ILLINOIS

By: 
Eric D. Kamm, Business Development Manager

By: 

Attest: 
Brian J. Schoer, Project Manager

Attest: 
Deputy Clerk

Address for giving notices:
225 Iowa Avenue
Muscatine, IA 52761

Address for giving notices:
22 South First Street
Geneva, IL 60134



Exhibit 1 – Scope of Services

PROJECT DESCRIPTION

CLIENT is interested in determining the maximum capacity of solar distributed generation (SDG) that can be installed on the electrical system due to the increase in roof-top solar and other renewable projects.

Methodology

CONSULTANT will meet on-site with CLIENT for a preliminary meeting to discuss data requirements, agree on system planning criteria for acceptable operation, and project assumptions. CONSULTANT will then divide the electrical distribution system into zones for analysis. For the purposes of this study, each of the 35 substation feeders on the CLIENT system will represent one zone. Within each zone, a potential DG source will be evaluated at the end of the three-phase feeder (furthest in circuit miles) from the substation. The source size will be incrementally increased, and the following parameters will be evaluated based on the system planning criteria:

- » Reverse power flow
- » High and low voltage instances
- » Short circuit contribution
- » Maximum loading of conductor and equipment
- » Voltage Flicker

For each zone, the limiting parameter will be documented, along with condition of the other parameters and the ultimate SDG size. The result of the analysis will indicate the maximum SDG capacity that may be reasonably hosted on each feeder. It is anticipated that the maximum load will be allocated to the model and multiplying factors will be used to simulate minimum loading conditions.

Provided by CLIENT:

- » Up-to-date Milsoft WindMil System Model capable of load allocation.
- » Monthly system loading information as defined by CONSULTANT for import into Milsoft WindMil System Model.
- » Location and size information for existing distributed generation facilities.
- » High-side voltage substation source impedances.
- » Substation transformer size and impedance data.
- » Substation distribution bus voltage regulation settings.

Deliverables:

- » Report detailing hosting capacity on a feeder by feeder basis for the entire system.

Schedule

The Hosting Capacity Analysis will be completed by November 1, 2021.

PROPOSAL CLARIFICATION

Notwithstanding any other terms of this Agreement, while both parties enter this Agreement with the intention of fulfilling the terms, COVID-19 related restrictions (either government-mandated or official policy established by either contracting party) may impact the work. In the event the work is delayed or suffers other adversities due to COVID-19 related impacts, both parties agree to hold the other harmless.

Exhibit 2 – Compensation

CONSULTANT will complete the services identified in Exhibit 1 – Scope of Work for a not-to-exceed fee of Thirty-Nine Thousand Seven Hundred Dollars (\$39,700), billed on an hourly and material basis based on the attached Hourly Fees and Charges (Form BC_CB 21-22).

The following is a breakout of the hours on a per task basis:

Task	Hours	Cost	Total Cost
Project Management			\$4,716
<i>Senior Project Manager, P.E.</i>	12	\$3,660	
<i>Engineering Technician, E.I.T.</i>	8	\$1,056	
Data Acquisition and Model Load Allocation			\$4,388
<i>Senior Project Manager, P.E.</i>	4	\$1,120	
<i>Engineering Technician, E.I.T.</i>	24	\$3,268	
Analysis			\$20,848
<i>Senior Project Manager, P.E.</i>	8	\$2,440	
<i>Engineering Technician, E.I.T.</i>	140	\$18,408	
QA/QC and Technical Review			\$2,440
<i>Senior Project Manager, P.E.</i>	8	\$2,440	
Report			\$6,664
<i>Senior Project Manager, P.E.</i>	8	\$2,440	
<i>Engineering Technician, E.I.T.</i>	32	\$4,224	
Expenses			\$644
Total			\$39,700

The above tasks are estimated based on similar projects completed by CONSULTANT. The Analysis portion of the project is estimated based on 4 hours of analysis per substation feeder and a total of 35 feeders, plus anticipated support from subject matter expert (Senior Project Manager, P.E). The final cost of the project will be based on actual hours applied toward achieving project deliverables.



HOURLY FEES AND CHARGES

Fiscal Year 2021-2022

I. Compensation for office-based personnel in the United States for time in the performance of the work shall be in accordance with the following Hourly Fees:

Classification	Hourly Fee	Classification	Hourly Fee
BC-1	54.00	BC-11	184.00
BC-2	66.00	BC-12	196.00
BC-3	77.00	BC-13	208.00
BC-4	95.00	BC-14	220.00
BC-5	108.00	BC-15	234.00
BC-6	120.00	BC-16	242.00
BC-7	132.00	BC-17	257.00
BC-8	145.00	BC-18	268.00
BC-9	158.00	BC-19	282.00
BC-10	170.00	BC-20	293.00

Travel time in the interest of the work and away from the assigned office, either local or intercity, will be charged in accordance with the foregoing schedule.

II. Compensation for items of expense and other charges incurred in connection with the performance of the work shall be in accordance with the following schedule:

Automobile	\$0.575/mile
Automobile Assigned to Project Site	\$48.00/cal. day
Ground Transportation (rental car, taxi, etc.)	At Cost
Air Travel (commercial and charter)	At Cost
Living Expenses (away from assigned office)	At Cost
Outside Photographic Work	At Cost
Duplicating Work	(schedule supplied upon request)
Technical Testing and Surveying Equipment	(schedule supplied upon request)

III. Compensation for purchases, items of expense, and other charges not scheduled above, incurred in connection with the performance of the work, shall be at cost plus 10%.

IV. Interest at the rate of 1½% per month will be charged on invoices not paid within 30 days.

V. Rates and charges are subject to revision on or after April 1, 2022.

REPRESENTATIVE POSITIONS

Classification	Position Title
BC 23 – 26	Officers Senior Officers Principal Engineer
BC 13 – 23	Project Principal Senior Project Manager Senior Construction Manager Chief Engineer
BC 11 – 20	Principal/Scientist/Planner Construction Services Manager Chief Architect/Scientist/Planner
BC 9 – 19	Project Manager Senior Resident Project Representative Principal Architect/Scientist/Planner
BC 7 – 20	Senior Engineer/Architect/Scientist/Planner Design Manager
BC 7 – 14	Resident Project Representative Survey Manager Principal Designer
BC 6 – 10	3D Modeling/Visualization
BC 4 – 13	Senior Construction Observer Engineer/Architect/Scientist/Planner Senior Designer
BC 3 – 12	Engineering Intern Senior Survey Crew Chief Designer
BC 2 – 11	Associate Designer Construction Observer Senior Technician Survey Crew Chief
BC 1 – 7	Survey Instrument Person Senior Administrative Assistant Technician
BC 1 – 3	Aide Associate Technician Administrative Assistant



Standard Terms and Conditions Exhibit 3

1. CLIENT'S RESPONSIBILITIES

1.1 Name CLIENT's representative with authority to receive information and transmit instructions for CLIENT.

1.2 Provide CLIENT's requirements for project, including objectives and constraints, design and construction standards, bonding and insurance requirements, and contract forms.

1.3 Provide available information pertinent to project upon which CONSULTANT may rely.

1.4 Arrange for access by CONSULTANT upon public property, as required.

1.5 Examine documents presented by CONSULTANT, obtain legal and other advice as CLIENT deems appropriate, and render written decisions within reasonable time.

1.6 Obtain consents, approvals, licenses, and permits necessary for project.

1.7 Advertise for and open bids when scheduled.

1.8 Provide services necessary for project but not within scope of CONSULTANT's services.

1.9 Indemnify CONSULTANT, its employees, agents, and consultants against claims arising out of CONSULTANT's design, if there has been a deviation from the design by others beyond the CONSULTANT's control or failure to follow CONSULTANT's recommendation and such deviation or failure caused the claims.

1.10 Promptly notify CONSULTANT when CLIENT learns of contractor error or any development that affects scope or timing of CONSULTANT's services.

1.11 Nothing in this agreement shall create a fiduciary duty between the parties.

2. PERIOD OF SERVICE

2.1 CONSULTANT is not responsible for delays due to factors beyond its reasonable control.

2.2 If CLIENT requests changes in project, compensation for and time of performance of CONSULTANT's services shall be adjusted appropriately.

3. CONSTRUCTION COST AND COST ESTIMATES

3.1 **Construction Cost.** Construction cost means total cost of entire project to CLIENT, except for CONSULTANT's compensation and expenses, cost of land, rights-of-way, legal and accounting services,

insurance, financing charges, and other costs which are CLIENT's responsibility as provided in this Agreement.

3.2 **Cost Estimates.** Since CONSULTANT has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, or over competitive bidding or market conditions, its estimates of project construction cost will be made on the basis of its employees' experience and qualifications and will represent their best judgment as experienced and qualified professionals, familiar with the construction industry. CONSULTANT does not guarantee that proposals, bids, or actual construction cost will not vary from its estimates of project cost.

4. GENERAL

4.1 Termination.

4.1.1 Either party may terminate their obligation to provide further services upon twenty (20) days' written notice, after substantial default by other party through no fault of terminating party.

4.1.2 CLIENT may terminate CONSULTANT's obligation to provide further services upon twenty (20) days' written notice if project is abandoned. In such event, progress payments due to CONSULTANT for services rendered plus unpaid reimbursable to expenses, shall constitute total compensation due.

4.2 Reuse of Documents.

4.2.1 All tangible items prepared by CONSULTANT are instruments of service, and CONSULTANT retains all copyrights. CLIENT may retain copies for reference, but reuse on another unrelated project without CONSULTANT's written consent is prohibited. CLIENT will indemnify CONSULTANT, its employees, agents, and consultants against claims resulting from such prohibited reuse. Said items are not intended to be suitable for completion of this project by others.

4.2.2 Submittal or distribution of items in connection with project is not publication in derogation of CONSULTANT's rights.

4.2.3 **Confidentiality.** Subject to the provisions of the Illinois Freedom of Information Act, Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the agreement except as may be required by a court or



Standard Terms and Conditions Exhibit 3

governmental authority. CLIENT and CONSULTANT shall keep all information and communications related to the project confidential in the same manner each party protects its own confidential information, to the extent that it is marked "proprietary" or "confidential" or with a similar label or which by the nature of the information generally would be regarded as proprietary or confidential. This clause shall not apply to information that is previously known by either party, lawfully becomes public knowledge, or is required to be disclosed by law or a court order.

4.3 Payment.

4.3.1 CONSULTANT shall submit a monthly statement for services rendered and reimbursable expenses incurred. CLIENT shall make prompt monthly payments.

4.3.2 If CLIENT fails to make payment within forty-five (45) days after receipt of statement, interest at maximum legal rate shall accrue; and, in addition, CONSULTANT may, after giving seven (7) days' written notice, suspend services until it has been paid in full all amounts due it.

4.3.3 CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.

4.3.4 CONSULTANT's compensation shall not be reduced on account of any amounts withheld from payments to contractors.

4.3.5 If services performed by CONSULTANT are subject to state or local sales taxes, said taxes will be reflected in the invoices and remitted according to state law. If CLIENT claims a status that would make the transaction exempt, then CLIENT shall provide appropriate proof of exempt status to CONSULTANT.

4.4 **Controlling Law.** Agreement shall be governed by the law and venue of the State of Illinois law.

4.5 Successors and Assigns.

4.5.1 The parties bind themselves, their successors, and legal representatives to the other party and to successors and legal representatives of such other party, in respect to all covenants and obligations of this Agreement.

4.5.2 Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other, provided CONSULTANT may employ such independent consultants, associates, and subcontractors as it may deem appropriate.

4.5.3 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

4.6 **CONSULTANT's Accounting Records.** Records of CONSULTANT's personnel time, reimbursable expenses, and accounts between parties shall be kept on a generally-recognized accounting basis.

4.7 **Separate Provisions.** If any provisions of this Agreement shall be held to be invalid or unenforceable, remaining provisions shall be valid and binding.

4.8 **Waiver.** No waiver shall constitute a waiver of any subsequent breach.

4.9 Warranty.

4.9.1 CONSULTANT shall use reasonable care to reflect requirements of all applicable laws, rules, or regulations of which CONSULTANT has knowledge or about which CLIENT specifically advises in writing, which are in effect on date of Agreement. CONSULTANT INTENDS TO RENDER SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL STANDARDS, BUT NO OTHER WARRANTY IS EXTENDED, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH SUCH SERVICES. CLIENT's rights and remedies in this Agreement are exclusive.

4.9.2 CONSULTANT shall not be responsible for contractors' construction means, methods, techniques, sequences, or procedures, or for contractors' safety precautions and programs, or for contractors' failure to perform according to contract documents. CONSULTANT shall have an affirmative duty to immediately report to CLIENT any deviations or errors observed by CONSULTANT.

4.9.3 The CONSULTANT believes that any computer software provided under this Agreement is suitable for the intended purpose, however, it does not warrant the suitability, merchantability, or fitness for a particular purpose of this software.

4.9.4 Subject to the standard of care set forth in Paragraph 4.9.1, CONSULTANT and its Subconsultants may use or rely upon design elements, work, and information ordinarily or customarily furnished by others, including, but not limited to, CLIENT or his authorized representatives, public record, specialty contractors, manufacturers, suppliers, and publishers of technical standards.

4.10 **Period of Repose.** Any applicable Illinois statute of limitations or repose shall commence to run and any alleged cause of action shall be deemed to have accrued not later than completion of services to be performed by CONSULTANT.

4.11 **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's elected or appointed



Standard Terms and Conditions Exhibit 3

officers, directors, partners, employees, and agents from and against any and all third party claims for bodily injury and for damage to tangible property to the extent caused by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents, and CONSULTANT's consultants in the performance and furnishing of CONSULTANT's services under this Agreement. Any indemnification shall be limited to the terms and amounts of coverage of the CONSULTANT's insurance policies listed in 4.14.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against any and all third party claims for bodily injury and for damage to tangible property to the extent caused by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents, and CLIENT's consultants with respect to this Agreement on the Project.

4.12 Limitation of Liability. IN NO EVENT SHALL CONSULTANT BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT. CONSULTANT SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES THAT ARISE OUT OF ITS PERFORMANCE ON THIS PROJECT.

4.13 Extent of Agreement. This Agreement represents the entire agreement between the parties and may be amended only by written instrument signed by both parties.

4.14 INSURANCE. CONSULTANT shall purchase and maintain insurance for the coverages and for not less than the limits of liability set forth below:

(a) Workers' Compensation: workers' compensation insurance as required by the laws of the states or countries with jurisdiction of the services to be performed, including employer's liability insurance, with a limit of \$1,000,000 per accident.

(b) Commercial General Liability: commercial general liability, including coverage for all premises, operations, operations of independent contractors, products and completed operations, and contractual liability. Coverage shall have limits of not less than \$1,000,000 for each occurrence and aggregate.

(c) Commercial Automobile Liability: commercial automobile liability covering the use of all owned, non-owned, and hired automobiles with minimum combined single limits of \$1,000,000.

(d) Professional Liability: professional liability insurance for claims arising out of performance of professional services caused by any negligent error, omission, or act for which the insured is legally liable,

with a minimum limit of \$15,000,000, to be kept in force for two (2) years after completion of project.

CONSULTANT shall provide certificates or other evidence from insurance carriers of the required insurance coverages, if requested by CLIENT in writing within 30 days of start of performance. All insurance except workers' compensation and professional liability shall designate CLIENT as additional insured.

4.15 Subrogation Waiver. The parties waive all rights against each other, and against contractors, consultants, agents, and employees of the other for damages covered by any property insurance during construction, and each shall require similar waivers from their contractors, consultants, and agents.

4.16 Force Majeure. Parties will not be liable for delays in delivery or for failure to perform obligations, other than payment, due to causes beyond their reasonable control, including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, government priorities, fire, strikes, floods, epidemics, quarantine restrictions, riots, terrorists acts, or war. CONSULTANT's time for delivery or performance will be automatically extended by the period of such delay or CONSULTANT may, at its option, cancel any services, in whole or in part, without liability by giving notice to CLIENT.

4.17 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE. When applicable, the CONSULTANT and SUBCONSULTANT shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a) and Appendix A of Subpart A of 29 CFR 471. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime CONSULTANTS and SUBCONSULTANTS take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.